



*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 5975**

**Tuesday, May 31, 2022  
6:30 P.M.**

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

***CLOSED SESSION: 5:00 P.M.***

***ROLL CALL:***

Nava, Corona, Rabb, Rogers, Vargas

A. Conference with Labor Negotiators - Government Code Section  
54957.6

City Negotiator: Clara Miramontes, City Manager  
Employee Organization: Teamsters Local 911

B. Conference with Legal Counsel - Potential Litigation - Government  
Code Section 54956.9 (d)(2) – 4 cases

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

**2. *ROLL CALL:***

Nava, Corona, Rabb, Rogers, Vargas

**3. INVOCATION:**

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

**4. PLEDGE OF ALLEGIANCE:**

Councilmember Nava will lead the Pledge of Allegiance.

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

**6. PRESENTATIONS/ANNOUNCEMENTS:**

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

A. Presentation by LifeStream Blood Bank.

B. Presentation by March Joint Powers Authority.

**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 May 10, 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 the Second Reading of Proposed Ordinance Number 1417 approving Zone Change (ZC) 21-05039 to Rezone 48.6 acres from R-10,000 to R-6,000 to facilitate the development of a 188-lot single-family home subdivision with seven (7) lettered lots located at the northeast corner of

Ramona Expressway and Evans Road. (Applicant: Jason Keller, Mission Pacific Land Company)

The Second Reading of Proposed Ordinance Number 1417 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

- B. Consideration to approve the renewal of a two-year Contract Services Agreement with Dennis Grubb and Associates for Fire Plan Check Review and Services.
- C. Consideration to adopt Proposed Resolution Number (next in order) establishing authorized agents of the City of Perris for filing applications and requesting release of funds for federal assistance from the California’s Office of Emergency Services (CAL OES).

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, UPDATING THE RESOLUTION TO ESTABLISH AUTHORIZED AGENTS OF THE CITY OF PERRIS FOR FUNDING APPLICATIONS AND REQUESTING RELEASE OF FUNDS FOR FEDERAL ASSISTANCE FROM CALIFORNIA’S OFFICE OF EMERGENCY SERVICES (CAL OES) AND SUB-GRANTED THROUGH THE COUNTY OF RIVERSIDE

- D. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of CUP 09-01-0008 to Flood Control Maintenance District No. 1 (FCMD 1). CUP 09-01-0008 is located at the northwest corner of Nance Street and Indian Avenue. (APN(s) 302-020-019 and 302-020-049) (Owner: Dix Leasing Corporation)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF CUP 09-01-0008 TO BENEFIT ZONE 131, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT

ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JULY 26, 2022

- E. Consideration to adopt Proposed Resolution Numbers (next in order) approving the Annual Engineer's Report for Landscape Maintenance District Number 1 (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 LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2022-2023 IN CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING JULY 26, 2022 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

- F. Consideration to adopt Proposed Resolution Number (next in order) approving the Annual Engineer's Report for Flood Control Maintenance District Number 1 (FY 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, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2022-2023 IN CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING JULY 26, 2022 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

- G. Consideration to approve a Contract Services Agreement with Advanced Mobility Group for Traffic Signal and Road Safety Improvements along Priority Corridors. (CIP #T032)
- H. Consideration to approve a Memorandum of Understanding (MOU) with Richland Ventures, Inc. concerning the Conditions of Approval for Riverwoods and Ethanac Road Crossing. (Riverwoods Specific Plan, Tracts 32666, -1, -2, -3 and -4)
- I. Consideration to approve a road closure for Placentia Avenue Improvements Project (CIP S-023) on Barrett Avenue between Placentia Avenue and Orange

Avenue for a period of two days and Placentia Avenue between Indian Avenue and Perris Boulevard for a period of up to three weeks in June 2022.

- J. Consideration to approve a two-year extension of Landscape Benefit Zone Maintenance Service Contracts with Bill & Dave's Landscape and Adame Landscape. (Specification No. #LMD 1-2020-21-01)
- K. Consideration to approve the Purchase of a Water Filtration and Recirculation Pump Project Equipment for the Mercado Park Splash Pad located at 925 South D Street, Perris, CA.
- L. 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 31, 2022 AND ENDING JUNE 30, 2022 PURSUANT TO BROWN ACT PROVISIONS

- M. Consideration to adopt Proposed Resolution Number (next in order) amending the Rubbish Collection Charges Pursuant to Agreement with CR&R.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, AMENDING RUBBISH COLLECTION CHARGES AS PERMITTED IN SECTION 7.16.050 (D) OF THE PERRIS MUNICIPAL CODE AND RESCINDING RESOLUTION NUMBER 5817

- N. Consideration to adopt Proposed Resolution Number (next in order) Authorizing the Annual Tax Levies for Community Facilities Districts and Placement on the County Tax Roll.

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

A RESOLUTION OF THE CITY OF PERRIS CITY COUNCIL ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NOS. 1-S, 93-1R, 2001-1 IA 1, 2001-1 IA 2, 2001-1 IA 3, 2001-1 IA 4, 2001-1 IA 5, 2001-1 IA 6, 2001-1 IA 7, 2001-2, 2001-3, 2002-1, 2003-1, 2004-1, 2004-2, 2004-3 IA 1, 2004-3 IA 2, 2004-5, 2005-1 IA 3, 2005-1 IA 4,

2005-2, 2005-4, 2006-1, 2006-2, 2007-2, 2014-1 IA1, 2014-1 IA2, 2014-1 IA3, 2018-1 IA1, 2018-1 IA2, 2018-02, AND 2021-1 ESTABLISHING THE LEVY OF SPECIAL TAXES FOR FISCAL YEAR 2022/2023

- O. Consideration to approve the City’s Monthly Check Registers for February and March 2022.

**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 Numbers (next in order) approving Annexation of DPR 20-00011 to the City’s Maintenance Districts. DPR 20-00011 is located at the southwest corner of Rider Street and Wilson Avenue. (APN(s) 300-210-011, 300-210-012, 300-210-013 and 300-210-029) (Owner(s) Rider Business Center, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 20-00011 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022/2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 20-00011 TO BENEFIT ZONE 163, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 20-00011 TO BENEFIT ZONE 129, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023

Introduced by: City Engineer Stuart McKibbin

PUBLIC COMMENT

- B. Consideration to adopt Proposed Resolution Numbers (next in order) approving Annexation of DPR 20-00011 to the Community Facilities District (CFD) 2001-3 (North Perris Public Safety District)-Annexation Number 47. DPR 20-00011 is located at the southwest corner of Rider Street and Wilson Avenue. (APN(s) 300-210-011, 300-210-012, 300-210-013 and 300-210-029) (Owner(s) Rider Business Center, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 47 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 47 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 47 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Deputy City Manager Ernie Reyna

PUBLIC COMMENT

- C. Consideration to adopt Proposed Resolution Numbers (next in order) approving Annexation of DPR 20-00011 to Community Facilities District (CFD) 2018-02 (Public Services District)-Annexation Number 9. DPR 20-00011 is located at the southwest corner of Rider Street and Wilson Avenue. (APN(s) 300-210-011, 300-210-012, 300-210-013 and 300-210-029) (Owner(s) Rider Business Center, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF

PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 9 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 9 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 9 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Deputy City Manager Ernie Reyna

PUBLIC COMMENT

- D. Consideration to adopt Proposed Resolution of Necessity Number (next in order) to Acquire a Drainage Easement Located at 467 E. 7<sup>th</sup> Street, between South Redlands Avenue and South G Street. (APN(s): Portion of 310-160-044)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF DRAINAGE EASEMENT INTEREST ON A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 310-160-044

Introduced by: City Attorney Eric Dunn

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 31, 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\\_ZsfNp5jATY2h0Ji14\\_554g](https://us06web.zoom.us/webinar/register/WN_ZsfNp5jATY2h0Ji14_554g)

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



# CITY OF PERRIS

CITY COUNCIL  
AGENDA SUBMITTAL

**MEETING DATE:** May 31, 2022  
**SUBJECT:** Approval of Minutes  
**REQUESTED ACTION:** Approve the Minutes of the Regular Joint City Council Meeting held on May 10, 2022.  
**CONTACT:** Nancy Salazar. City Clerk *NS*

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**BACKGROUND/DISCUSSION:** None

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

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

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager *ER*

Attachments: 1. Minutes-May 10, 2022-Regular Joint City Council Meeting

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

# ATTACHMENT 1

Minutes-May 10, 2022 Regular Joint City Council Meeting

# ***CITY OF PERRIS***

## MINUTES:

Date of Meeting: May 10, 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 5970**

CLOSED SESSION

ROLL CALL

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

**Staff Present: City Manager Miramontes, Deputy City Manager Reyna, City Attorney Dunn, Deputy City Attorney Tanner and Director of Administrative Services Amozgar**

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.

**Mayor Vargas called the Regular City Council meeting to order at 6:42 p.m.**

2. ROLL CALL: \_\_\_\_\_

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

Staff Members Present: City Manager Miramontes, Deputy City Manager Reyna, City Attorney Dunn, City Engineer McKibbin, 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: \_\_\_\_\_

Pastor Noland Turnage

The Grove Community Church

19900 Grove Community Drive, Riverside CA 92508

4. PLEDGE OF ALLEGIANCE: \_

**Councilmember Rogers 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 item listed on the agenda. He noted that the City Council's discussion had not been completed and the City Council would adjourn back to Closed Session at the conclusion of the City Council meeting, but no reportable action would be taken.**

**6. PRESENTATIONS/ANNOUNCEMENTS:**

- 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:**

**The report was given by Youth Advisory Committee Vice-President Jasmine Lomeli.**

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

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

**9. APPROVAL OF MINUTES:**

- A. Approved 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.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

**10. CONSENT CALENDAR:**

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

- A. Adopted Resolution Numbers 5972 and 5973 approving the Annual Engineer's Report for Maintenance District Number 84-1 for Streetlights-

(FY 2022-2023).

Resolution Number 5972 is 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)

Resolution Number 5973 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 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. Adopted Resolution Number 5974 adopting the Project List Utilizing SB-1 Funding for Fiscal Year 2022-2023.

Resolution Number 5974 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. Approved 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. Approved 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. Adopted Resolution Number 5975 to continue Tele/Video-Conference Meetings during COVID-19 State of Emergency pursuant to the Provisions of AB 361.

Resolution Number 5975 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. Adopted Resolution Numbers 5976 and 5977 calling a Municipal Election to be held on November 8, 2022 and approving regulations pertaining to

Candidate Statements.

Resolution Number 5976 is 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

Resolution Number 5977 is entitled:

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. Awarded a contract to Chrisp Company for the City of Perris GEAR Bike Lane Expansion II Project.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Approve the Consent Calendar, as presented.

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

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

- A. Adopted Resolution Number 5978 and adopted the First Reading of Ordinance Number 1417 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)

Resolution Number 5978 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 Ordinance Number 1417 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

**This item was introduced by Director of Development Services Kenneth Phung and turned over to Senior Planner Nathan Perez for the presentation.**

**The Mayor opened the Public Hearing at 7:27 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:27 p.m.**

**The following Councilmember's spoke:**

**Rabb**

**Corona**

**Rogers**

**Nava**

**Vargas**

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Malcolm Corona to Approve Resolution Number 5978 and the First Reading of Ordinance Number 1417, and adding Condition of Approval #52, Engineering Conditions of Approval, Disclosure of the racetrack/fairgrounds activities and to add shade coverings over any play equipment.

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

NOES:

ABSENT:

ABSTAIN:



12. BUSINESS ITEMS:

**There were no Business Items.**

13. COUNCIL COMMUNICATIONS:

**The following Councilmember's spoke:**

**Nava**

**Rogers**

**Rabb**

**Corona**

**Vargas**

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

**The City Council adjourned to Closed Session at 7:53 p.m. with all Councilmember's and staff present.**

**There being no further business, and no reportable action, Mayor Vargas adjourned the Regular City Council meeting at 8:33 p.m.**

**Respectfully Submitted,**

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**Nancy Salazar, City Clerk**



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 31, 2022

**SUBJECT:** **Second Reading of Ordinance No. 1417** approving **Zone Change (ZC) 21-05039** to rezone 48.6 acres from R-10,000 to R-6,000 to facilitate the development of a 188-lot single-family home subdivision with seven (7) lettered lots located at the northeast corner of Ramona Expressway and Evans Road. **Applicant:** Jason Keller, Mission Pacific Land Company

**REQUESTED ACTION:** **Second Reading and Adoption** of Ordinance No. 1417 approving ZC 21-05039, based upon the findings and information contained in this submittal.

**CONTACT:** Kenneth Phung, Director of Development Services

#### **BACKGROUND/DISCUSSION:**

The City Council, at its meeting on May 10, 2022, introduced the first reading of Ordinance No. 1471 to approve ZC 21-05039 and adopted Resolution 5978 to approve General Plan Amendment (GPA) 21-05040, Tentative Tract Map 38071 and 38071-1 (TTM 21-05032) to rezone 48.6 acres from R-10,000 to R-6,000 to facilitate a 188 single-family lot subdivision with 7 lettered lots located at the northeast corner of Ramona Expressway and Evans Road. The approval was subject to three (3) additional planning conditions of approval requiring the flood control basin associated with TTM 36647 on the east side of Evans Road to be offered as a dual-purpose regional park/detention basin, add a shade cover to the park play equipment within the 0.6-acre neighborhood park, and to provide disclosure to future home buyers that the property is next to the Perris Fairgrounds and Lake Perris.

#### **RECOMMENDATION:**

Staff is now recommending approval of the second reading of the Ordinance. Upon adoption of the Ordinance to rezone 48.6 acres from R-10,000 to R-6,000 to facilitate the residential subdivision, the rezone will become effective on June 30, 2022.

**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

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager ER

- Attachments:
1. City Council Ordinance No. 1417 with Zone Change exhibit
  2. Updated Planning Conditions
  3. TTM 38071 and TTM38071-1 plans and conceptual landscape plans
  4. City Council submittal dated May 10, 2022

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

## **Attachment 1**

# **City Council Ordinance No. 1417 with Zone Change Exhibit**

**ORDINANCE NUMBER NO. 1417**

**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 48.6 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 48.6 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 48.6 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 1417 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 10<sup>th</sup> day of May 2022 by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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City Clerk, Nancy Salazar

**Attachments:**      Zone Change Exhibit

|

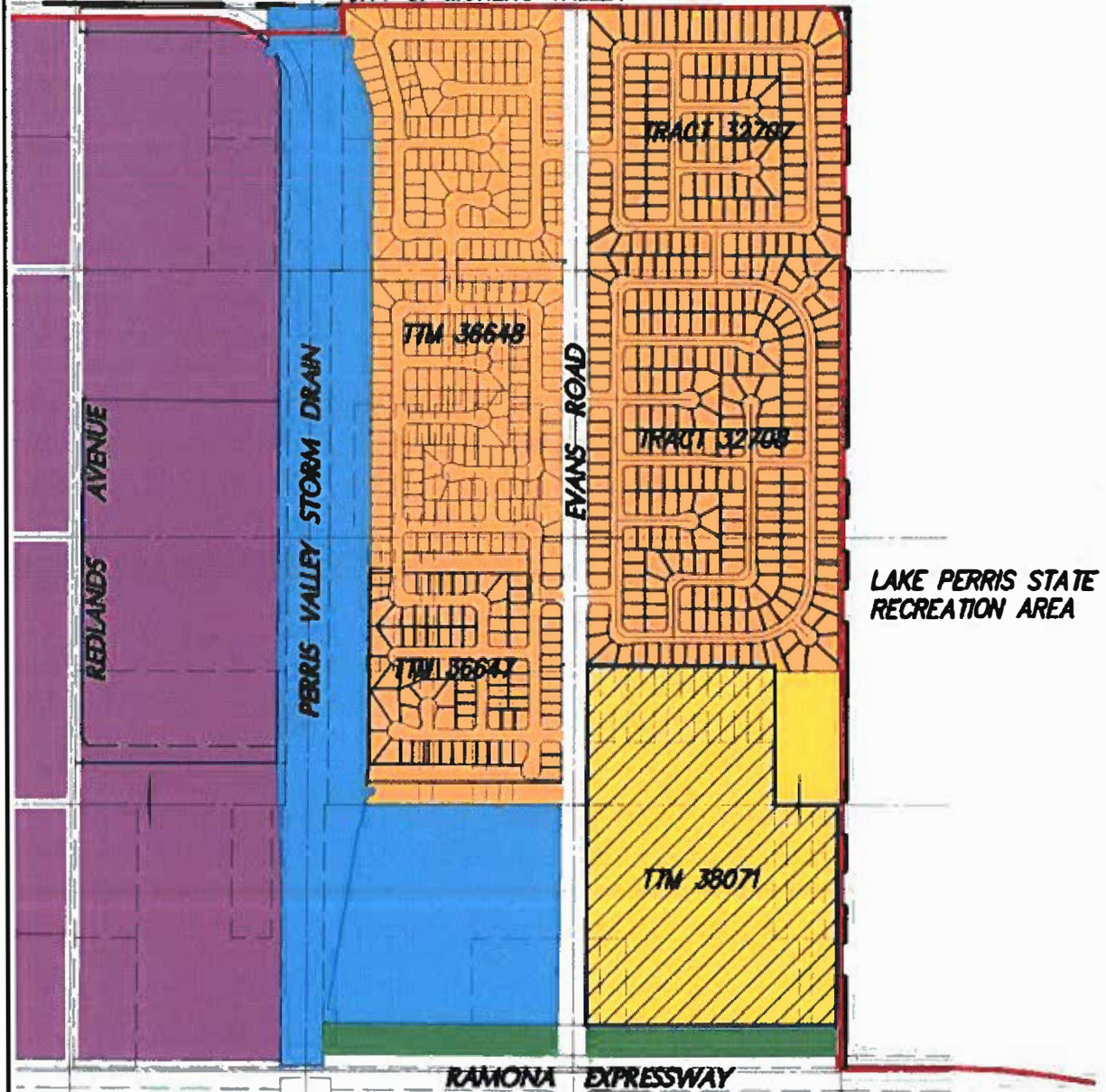
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SCALE 1" = 700'



# 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 2

## Updated Planning Conditions

**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**

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**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.

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**\*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 10, 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<sub>x</sub> 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 form 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.** The 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 avigation 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.

**Additional Condition(s)**

- 48. **Dedication of Flood Control Basin associated with TTM 36647 to be utilized as a Dual-Purpose Regional Park/Retention Basin.** The applicant, Mission Pacific, in an effort to provide regional park needs for the area surrounding TTM 38071, will additionally offer the land designated as a borrow/detention basin site totaling



approximately 27 acres on TTM 36647 as a dual-purpose park and detention basin site. Further, the Maintenance Agreement associated with the detention basin for TTM 36647 will be updated to reflect this agreement and authorize the City to develop the park at such time it deems it is appropriate for development. At such time that construction commences for the park, the City will accept such dedication and provide maintenance of the basin and park.

49. **Pocket Park Play Equipment Shade Cover.** The pocket park shall provide a shade cover over the play equipment subject to the satisfaction of the Community Services Department.
50. **Fairgrounds and Lake Perris Disclosure.** The developer and/or merchant home builder shall be required to record a Perris Fairground and Lake Perris Disclosure to all single-family homes and recorded lots within TM38071 and TM38071-1. Also, a "Notice of Perris Fairgrounds in 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 PERRIS FAIRGROUNDS AND LAKE PERRIS IN THE VICINITY*

*"This property is presently located in the vicinity of the Perris Fairgrounds and Lake Perris area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to the Perris Fairground and Lake Perris Events and Operations (for example: noise, traffic, lights, smells, pedestrians). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what Perris Fairgrounds and Lake Perris annoyance, if any are associated with the property before you complete your purchase and determine whether they are acceptable to you".*

**End of conditions**



# CITY OF PERRIS

STUART E. MCKIBBIN, CONTRACT CITY ENGINEER

## CONDITIONS OF APPROVAL

P8-1444

February 23, 2022, *Revised March 23, 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, RCFC, 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 northern 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

## ITEM 11.A.



# CITY OF PERRIS

STUART E. MCKIBBIN, CONTRACT CITY ENGINEER

## CONDITIONS OF APPROVAL

P8-1444A

February 23, 2022, *Revised March 22, 2022*

TTM 21-05032 – TTM 38071-1

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

**DEPARTMENT OF ENGINEERING**  
24 SOUTH D STREET, SUITE 100, PERRIS, CA 92570  
TEL.: (951) 943-6504 - FAX: (951) 943-8416

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. A portion of the interim drainage basin for Tract Map 38071-1 is outside limits of the tract boundary. The developer/property owner shall bear 100% of the cost of the maintenance of the entire interim drainage basin until the following improvements have been completed and operational:
  - The drainage channel/Line U improvements by Department of Water Resources (DWR), or by the developer, from the site to Perris Valley Storm Drain.
  - The permanent drainage basin for Tract Map 38071-1, and
  - The storm drain pipe/connection from the permanent drainage basin to DWR's drainage channel/Line U.

The developer/property owner may meet the basin maintenance requirement by entering into an agreement with the City that covers the maintenance of the basin and includes a letter of credit prior to recordation of the Final Map or issuance of a grading permit, whichever comes first. ~~The entire basin, including the interim basin shall be identified as a legal lot on Tract Map 38071-1 and Lot A shall be offered for dedication to the City for flood control purposes.~~

**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, 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.

6. Relinquish and waive rights of access to and from Evans Road on the Final Map other than the two 60 feet wide roadway openings on Evans Road, delineated on Street "A" and Street "B" on the Tentative Tract 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. Street "A" shall align with "A" Street of Tentative Tract Map 36647 (TTM 36647).
13. A traffic signal shall be installed at the intersection of Street "A"/"A" Street of TTM 36647 and Evans Road.
14. Adequate right-of-way shall be dedicated to accommodate the ultimate design improvements at the intersection of Ramona Expressway and Evans Road as recommended by the project's Traffic Engineer and as approved by the City Engineer. The design shall include implementation of through lanes, designated turn lanes and traffic signal modifications.

15. Designated lots shall be dedicated for the open spaces and the trails as approved by the Planning Department and the Public Works Department.
16. 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.
17. 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.

18. 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.
19. 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:**

**DEPARTMENT OF ENGINEERING**  
24 SOUTH D STREET, SUITE 100, PERRIS, CA 92570  
TEL.: (951) 943-6504 - FAX: (951) 943-8416

20. 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.

21. 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.

22. The developer/property owner shall file and process a CLOMR.

23. 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.

24. 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.

25. 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:**

26. The Final Map shall be recorded.
27. 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.
28. The developer/property owner shall submit a compaction certification from the Soils Engineer in compliance with the approved geotechnical/soils report.
29. 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:**

30. The developer/property owner shall file and process a LOMR.
31. Evans Road (Primary Arterial - 128'/94') from northerly tract boundary to Ramona Expressway along the property frontage within the dedicated right-of-way shall be improved to provide for a 14-foot wide raised landscaped median, 40-foot wide pavement on the east side of the raised landscaped median and a 28-foot wide pavement on the west side of the raised landscaped median (using a TI of 9.5 and PG 70-10), 8-inch curb and gutter located 47 feet east of the centerline with 6-foot wide sidewalk and street lights subject to the result of a photometric study prepared by a registered Electrical Engineer, a Class II B buffered bicycle lane, per Active Transportation Plan, City of Perris, County of Riverside and Caltrans standards.

Prior to issuance of the grading permit, the condition of the existing pavement along the property frontage shall be evaluated by the developer/property owner to determine the extent of pavement rehabilitation as approved by the City Engineer.

If the existing pavement is in good condition, the developer/property owner may use grind and overlay technique as determined by the City Engineer.


32. The intersection of Ramona Expressway and Evans Road shall be improved to ultimate design, including traffic signal modifications, as recommended by the project's Traffic Engineer and as approved by the City Engineer.
33. Final design of Evans Road at the channel crossing shall be coordinated with DWR.
34. In the event that ~~the~~ DWR has not constructed or completed the channel/Line U and the crossing improvements *at Evans Road*, the developer/property owner shall provide for adequate pavement transitions per applicable standards as determined by the project's Traffic Engineer and as approved by the City Engineer. The existing crossing would be adequate in that case.

The developer/property owner shall ~~design a cash sum~~ *provide security in the form of a bond, cash deposit or letter of credit equal to the estimated cost to construct the remaining Evans Road improvements as agreed upon* with the City to guarantee completion of Evans Road improvements in the event ~~that~~ DWR abandons the channel and the crossing improvements.

*The security provided for the remaining Evans Road improvements will be released by the City of Perris upon completion of improvements.*

35. All interior streets (Local - 60'/40') within the 60-foot full width dedicated right-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 the 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.
36. A traffic signal shall be installed at the intersection of Street "A"/"A" Street of TTM 36647 and Evans Road.
37. Street "B" at Evans Road shall be restricted to right-in/right out only.
38. The developer/property owner shall comply with the Summary of Improvements as specified in Table 1-3 of the project's Traffic Analysis prepared by Urban Crossroads dated June 2, 2021. The table is attached as Exhibit "A".

39. 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

**Attachment:**

Exhibit A – Table 1-3 of the project's Traffic Analysis prepared by Urban Crossroads dated June 2, 2021.

# EXHIBIT "A"

**TABLE 1-3: SUMMARY OF IMPROVEMENTS BY ANALYSIS SCENARIO**

# Intersecting Location	Jurisdiction	EHP	Recommended Improvements		Improvements in DMF, TDMF, etc. <sup>1,2</sup>	Project Responsibility	Project Fair Share <sup>3</sup>
			EAPC (2027)				
1 Perris Bl. & Ramona Exwy.	City of Perris	- None	EAPC (2027) - Restripe the NB right turn lane as a shared through-right turn lane - Restripe the SB right turn lane as a shared through-right turn lane	No	Fair Share	2.7%	
2 Redlands Av. & Ramona Exwy.	City of Perris	- None	- Add a NB right turn lane - Add a 2nd SB left turn lane - Add a 2nd EB left turn lane - Add a 4th EB through lane - Add a 2nd WB left turn lane - Add a 4th WB through lane - Modify the traffic signal to implement overlap phasing for the WB right turn lane	No	Fair Share Fair Share Fair Share Fair Share Fair Share Fair Share	2.7%	
3 Evans Rd. & Street A	City of Perris	- Install a traffic signal	- Same	No	Construct	100.0%	
5 Evans Rd. & Ramona Exwy.	City of Perris	- None	- Add a 3rd WB through lane	No	Fair Share	4.2%	

<sup>1</sup> Improvements included in TDMF Mezzos or City of Perris DMF programs have been identified as such.  
<sup>2</sup> Program improvements constructed by Project may be eligible for fee credits. In this fee payment it is discretion of City. Represents the fair share percentages for the Project during the most impacted peak hour.  
<sup>3</sup> Total project fair share contribution consists of the improvements which are not already included in the City-wide DMF/County TDMF for these intersections wholly or partially





# 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 Faurel "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 Jasminodes 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 Jasminodes '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 trail.
  - **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)<sup>1</sup>.

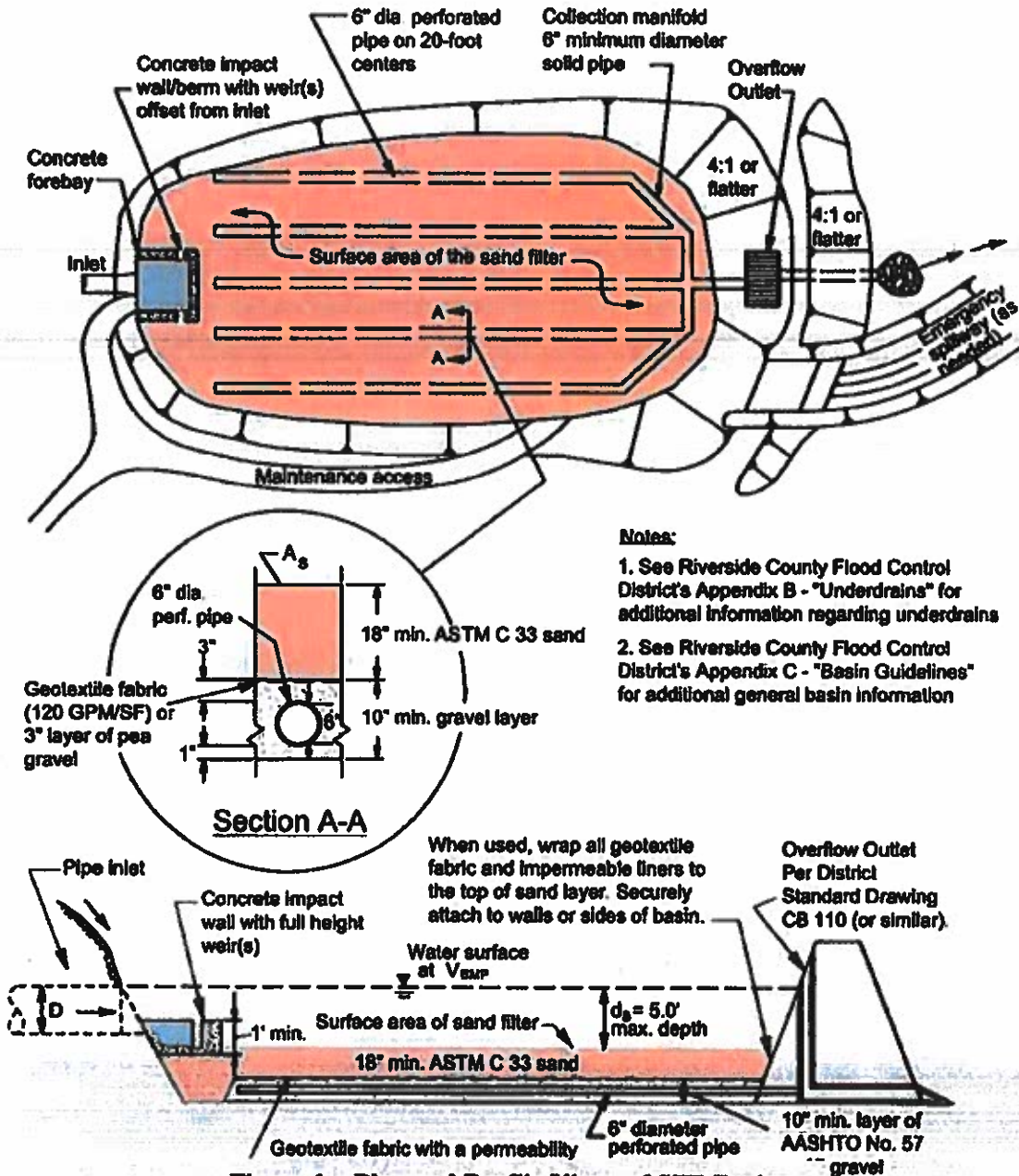
<sup>1</sup> The Engineering Authority (EA) may choose to alter these guidelines and may have different/additional requirements. These entities, along with the District, will be referred to as the EA.



## 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.



## **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><b>Semi-monthly</b> including just before the annual storm season and following rainfall events.</p>	<ul style="list-style-type: none"> <li>• Routine maintenance and inspection.</li> <li>• Remove debris and litter from the entire basin to minimize filter clogging and to improve aesthetics.</li> <li>• 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.</li> <li>• Check for erosion and sediment laden areas in the basin. Repair as needed. Clean forebay if needed.</li> <li>• Revegetate side slopes where needed.</li> </ul>
<p><b>Annually.</b> If possible, schedule these inspections within 72 hours after a significant rainfall.</p>	<ul style="list-style-type: none"> <li>• Inspection of hydraulic and structural facilities. Examine the overflow outlet for clogging, the embankment and spillway integrity, and damage to any structural element.</li> <li>• Check side slopes and embankments for erosion, slumping and overgrowth.</li> <li>• 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.</li> <li>• Check the filter drain underdrains for damage or clogging. Repair as needed.</li> <li>• Repair basin inlets, outlets, forebays, and energy dissipaters whenever damage is discovered.</li> <li>• 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.</li> </ul>
<p><b>Every 5 years</b> or sooner depending on the observed drain times (no more than 72 hours to empty the basin).</p>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>

## SAND FILTER BASIN BMP FACT SHEET

**Table 2 - Design and Sizing Criteria for SFBs**

Design Parameter	Extended Detention Basin
Maximum tributary area	25 acres <sup>2</sup>
Basin design volume	100% of V <sub>BMP</sub>
Maximum basin depth	5 feet
Forebay volume	0.5 % of V <sub>BMP</sub>
Longitudinal Slope	0%
Transverse Slope (min.)	0%
Outlet erosion control	Energy dissipaters to reduce velocities <sup>1</sup>
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<sub>TRIB</sub>
2. Enter the Design Capture Volume, V<sub>BMP</sub>, 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<sub>BMP</sub>. The minimum sand filter area (A<sub>s</sub>) of the basin's bottom shall be determined using the equation:

$$A_s = (V_{BMP} / d_B)$$

Where:

V<sub>BMP</sub> = Design Volume, ft<sup>3</sup>

d<sub>B</sub> = 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)

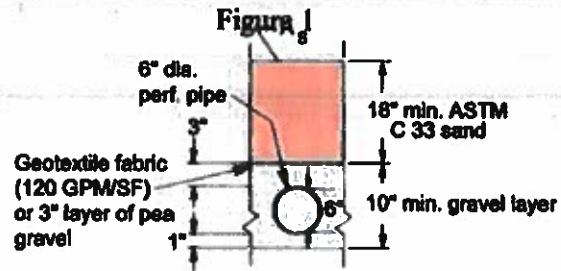
4. Enter the proposed surface area of the basin.

### 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.

<b>Sand Filter Basin (SFB) - Design Procedure</b>	<b>BMP ID</b>	<b>Legend:</b>	<b>Required Entries</b>
			<b>Calculated Cells</b>

Company Name: <input style="width:95%;" type="text"/>		Date: <input style="width:95%;" type="text"/>
Designed by: <input style="width:95%;" type="text"/>		County/City Case No.: <input style="width:95%;" type="text"/>

**Design Volume**

Total Tributary area	$A_{TRIB} =$ <input style="width:40px;" type="text"/> ac
Enter $V_{BMP}$ determined from Section 2.1 of this Handbook	$V_{BMP} =$ <input style="width:40px;" type="text"/> ft <sup>3</sup>

**Basin Geometry**

Basin side slopes (no steeper than 4:1)	$z =$ <input style="width:40px;" type="text"/> :1
Proposed basin depth (see Figure 1)	$d_B =$ <input style="width:40px;" type="text"/> ft
Depth of freeboard (if used)	$d_{fb} =$ <input style="width:40px;" type="text"/> ft
Minimum bottom surface area of basin ( $A_s = V_{BMP}/d_B$ )	$A_s =$ <input style="width:40px;" type="text"/> ft <sup>2</sup>
Minimum total depth required (includes freeboard, filter media and subdrains)	$d_{req} =$ <input style="width:40px;" type="text"/> ft
Proposed Surface Area	<input style="width:40px;" type="text"/> ft <sup>2</sup>

**Forebay**

Forebay volume (minimum 0.5% $V_{BMP}$ )	Volume = <input style="width:40px;" type="text"/> ft <sup>3</sup>
Forebay depth (height of berm/splashwall. 1 foot min.)	Depth = <input style="width:40px;" type="text"/> ft
Forebay surface area (minimum)	Area = <input style="width:40px;" type="text"/> ft <sup>2</sup>
Full height notch-type weir	Width (W) = <input style="width:40px;" type="text"/> in

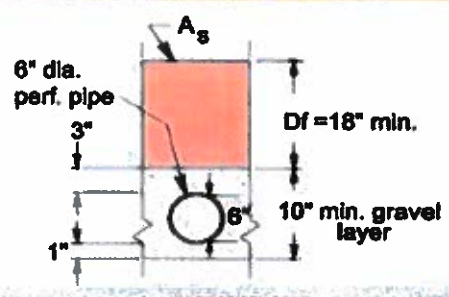
**Filter Media**

Description of filter media

Sand (ASTM C-33)

Other (Clarify in "Notes" below)

Media depth,  $d_f =$   inches



**Underdrains**

Diameter of perforated underdrain	<input style="width:40px;" type="text"/> in
Spacing of underdrains (maximum 20 feet on center)	OK <input style="width:40px;" type="text"/> ft

Notes:

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### 3.7 Sand Filter Basin

<b>Type of BMP</b>	<b>Treatment</b>
<b>Treatment Mechanisms</b>	Filtration, Biofiltration
<b>Maximum Tributary Area</b>	25 acres
<b>Other Names</b>	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

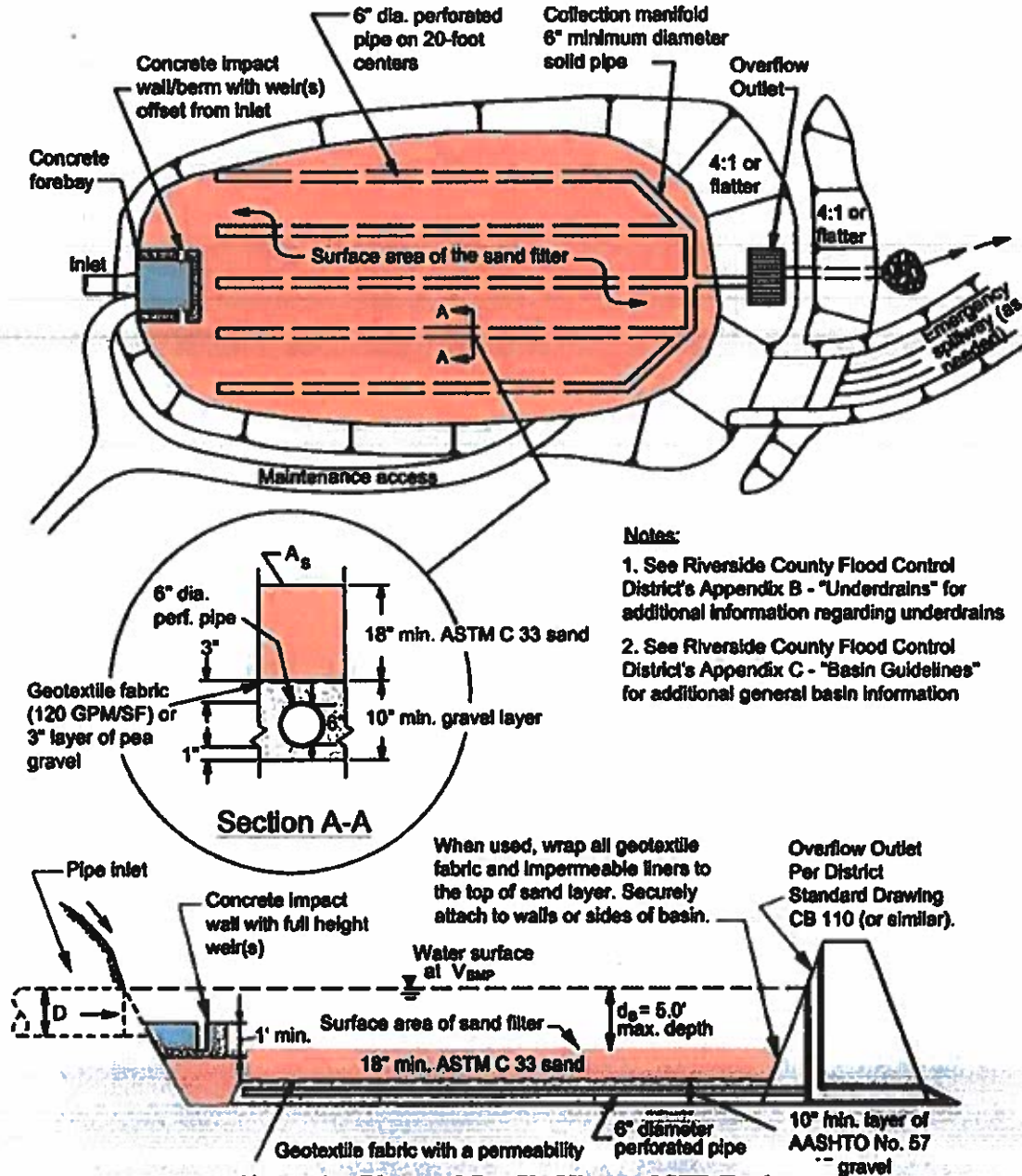
SFBs should be avoided where onsite configurations include a base flow and/or where this BMP would be put into operation while construction, grading or major landscaping activities are taking place in the tributary catchment. This BMP has a flat surface area, so it may be challenging to incorporate into 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)<sup>1</sup>.

<sup>1</sup> 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><b>Semi-monthly</b> including just before the annual storm season and following rainfall events.</p>	<ul style="list-style-type: none"> <li>• Routine maintenance and inspection.</li> <li>• Remove debris and litter from the entire basin to minimize filter clogging and to improve aesthetics.</li> <li>• 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.</li> <li>• Check for erosion and sediment laden areas in the basin. Repair as needed. Clean forebay if needed.</li> <li>• Revegetate side slopes where needed.</li> </ul>
<p><b>Annually.</b> If possible, schedule these inspections within 72 hours after a significant rainfall.</p>	<ul style="list-style-type: none"> <li>• Inspection of hydraulic and structural facilities. Examine the overflow outlet for clogging, the embankment and spillway integrity, and damage to any structural element.</li> <li>• Check side slopes and embankments for erosion, slumping and overgrowth.</li> <li>• 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.</li> <li>• Check the filter drain underdrains for damage or clogging. Repair as needed.</li> <li>• Repair basin inlets, outlets, forebays, and energy dissipaters whenever damage is discovered.</li> <li>• 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.</li> </ul>
<p><b>Every 5 years</b> or sooner depending on the observed drain times (no more than 72 hours to empty the basin).</p>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>

## SAND FILTER BASIN BMP FACT SHEET

**Table 2 - Design and Sizing Criteria for SFBs**

Design Parameter	Extended Detention Basin
Maximum tributary area	25 acres <sup>1</sup>
Basin design volume	100% of V <sub>BMP</sub>
Maximum basin depth	5 feet
Forebay volume	0.5 % of V <sub>BMP</sub>
Longitudinal Slope	0%
Transverse Slope (min.)	0%
Outlet erosion control	Energy dissipaters to reduce velocities <sup>1</sup>
<small>1. Ventura County's Technical Guidance Manual for Stormwater Quality Control Measures                  2. CA Stormwater BMP Handbook for New Development and Significant Redevelopment</small>	

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<sub>TRIB</sub>
2. Enter the Design Capture Volume, V<sub>BMP</sub>, 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<sub>BMP</sub>. The minimum sand filter area (A<sub>s</sub>) of the basin's bottom shall be determined using the equation:

$$A_s = (V_{BMP} / d_B)$$

Where:

V<sub>BMP</sub> = Design Volume, ft<sup>3</sup>

d<sub>B</sub> = proposed basin depth (5 feet maximum), ft

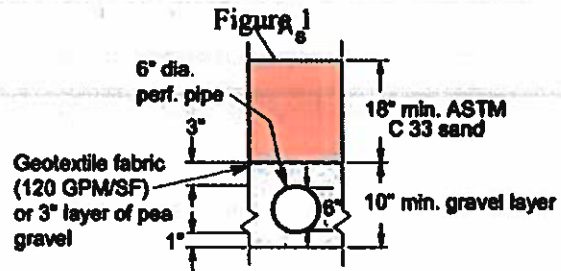
Once the basin side slopes, proposed basin depth and depth of freeboard are entered, the spreadsheet will calculate the minimum total depth required to use this BMP. This is the depth from the top of the basin (including freeboard) down to the bottom of the underdrain gravel layer. This depth can be 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.

<b>Sand Filter Basin (SFB) - Design Procedure</b>	<b>BMP ID</b>	<b>Legend:</b>	<b>Required Entries</b>
			<b>Calculated Cells</b>

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

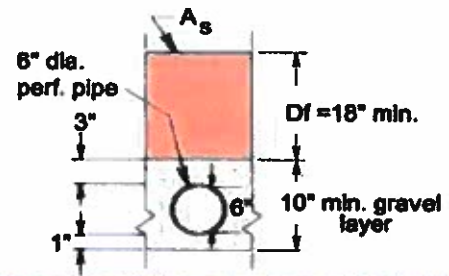
**Filter Media**

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:

**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:

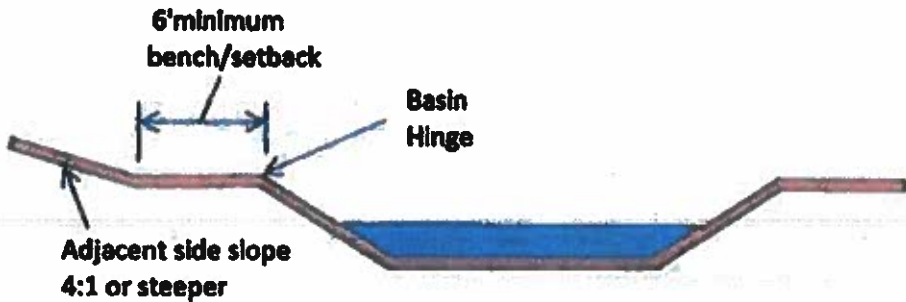
**Interior Side Slopes -** At least 50 percent of the facility perimeter shall have interior sides no steeper than 4H:1V and in no case steeper than 2H:1V (even if fenced) to minimize safety risks. Side slopes shall be no steeper than 4H:1V whenever adjacent to down-gradient external property lines, 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 measured horizontally from the basin hinge to the toe of the slope.





# CITY OF PERRIS

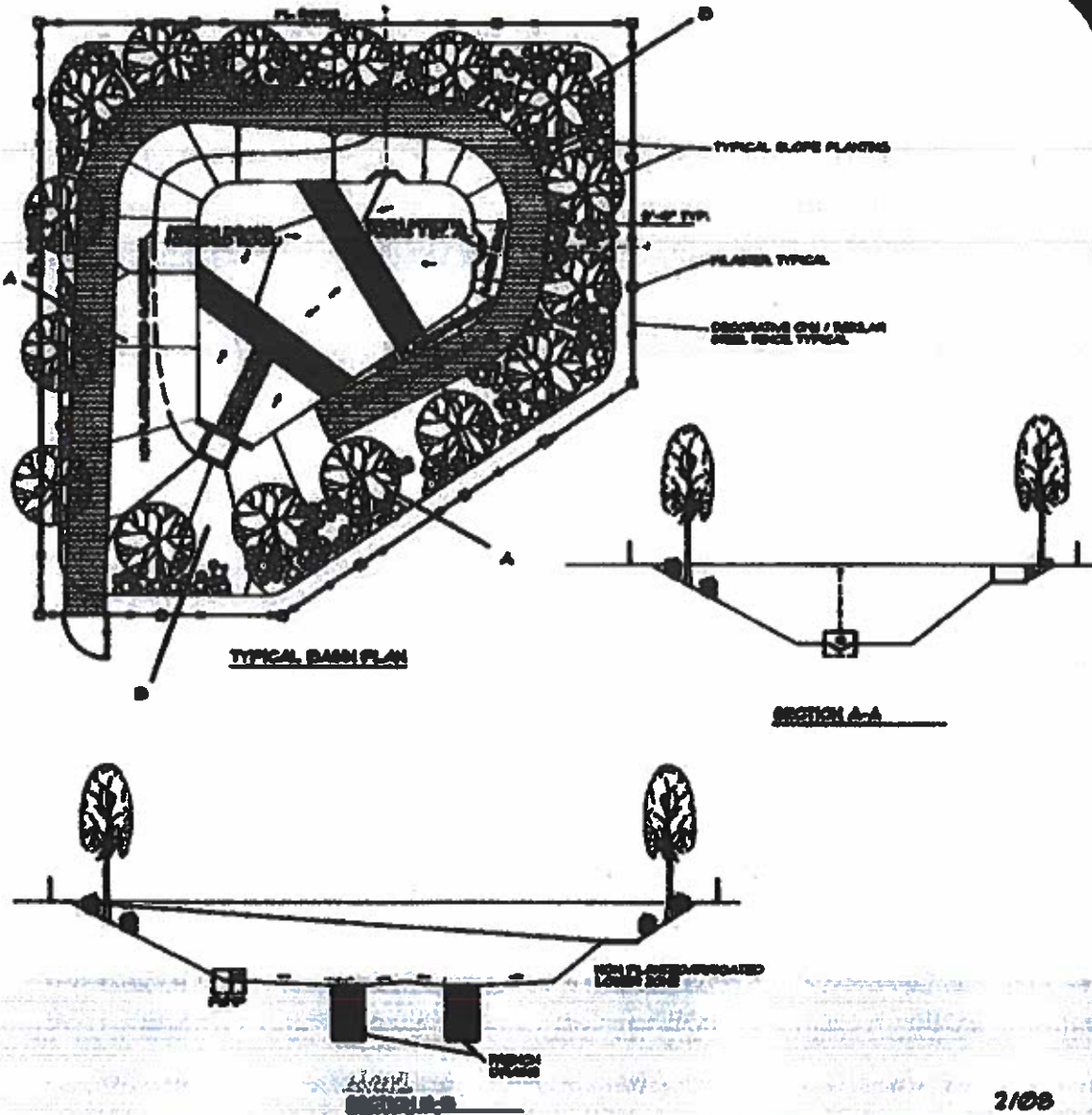
DEVELOPMENT SERVICES DEPARTMENT

PLANNING DIVISION

133 NORTH D STREET, PERRIS, CA 92570-2200

TEL: (951) 943-5000 FAX: (951) 943-5379

## LANDSCAPING DETAIL



### 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.**

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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

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- 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,

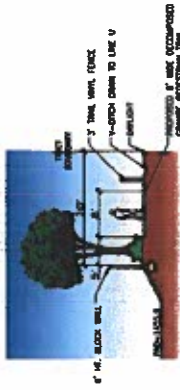


Dennis J Grubb, CFPE

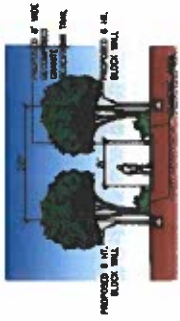
**Attachment 3**  
**TTM38071 and TTM38071-1 plans and conceptual  
landscape plans**







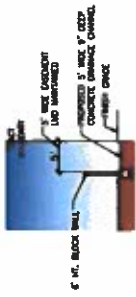
SECTION A-A



SECTION B-B



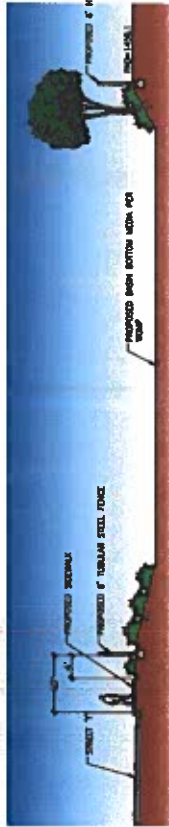
SECTION C-C



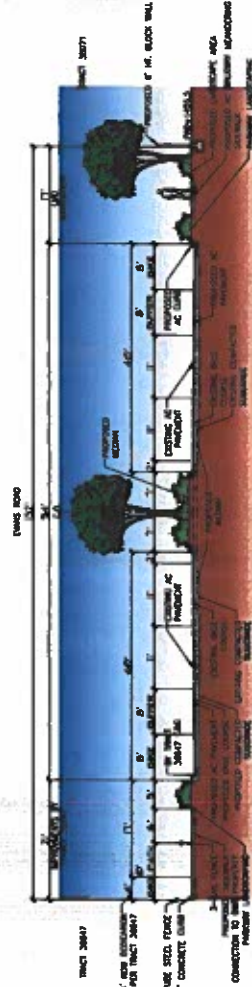
SECTION F-F



SECTION G-G



SECTION D-D

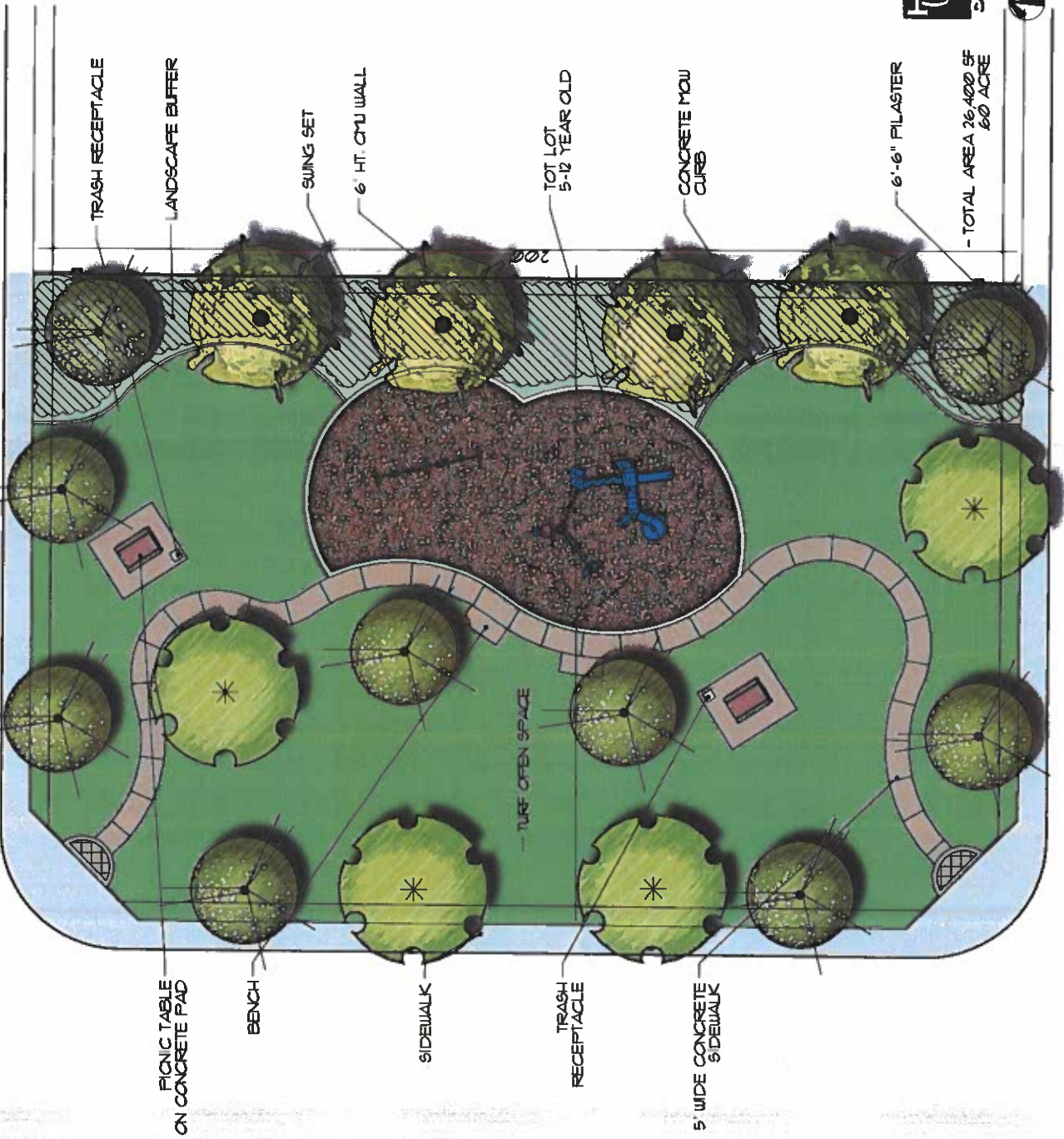


SECTION E-E

CONCEPTUAL LANDSCAPE PLANS  
TRACT 30871 - PERRIS, CA  
MISSION PACIFIC LAND COMPANY  
4100 NEWPORT PLACE, SUITE 400, NEWPORT BEACH, CA 92660

**HJG**  
HERMANN DESIGN GROUP  
7499 WOLF RD.  
SUITE 102  
PALMDALE, CA  
93551  
LADY 375A, BOX 640022  
PH (805) 779-9111  
FAX (805) 779-9112  
DATE: 8/20/02

# CONCEPTUAL PARK PLAN



TRASH RECEPTACLE

LANDSCAPE BUFFER

SUING SET

6' HT. CMU WALL

TOT LOT  
5-12 YEAR OLD

CONCRETE MOW  
CURB

6'-6" FILASTER

- TOTAL AREA 26,000 SF  
0.60 ACRE

PICNIC TABLE  
ON CONCRETE PAD

BENCH

SIDEWALK

TRASH  
RECEPTACLE

5' WIDE CONCRETE  
SIDEWALK

TURF OPEN SPACE

TRACT 38071  
CITY OF PERRIS, CA

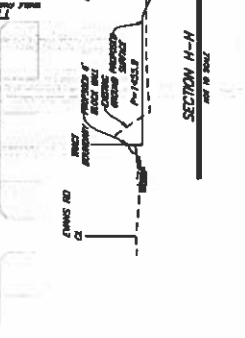
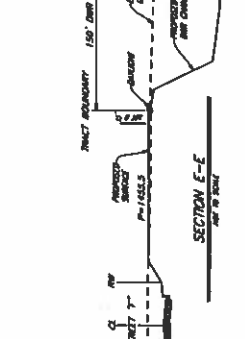
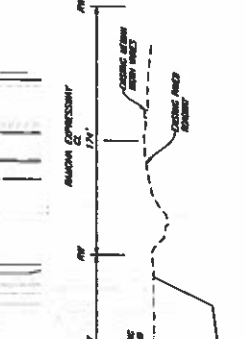
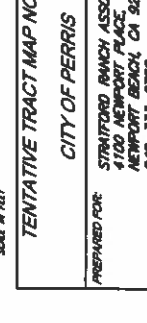
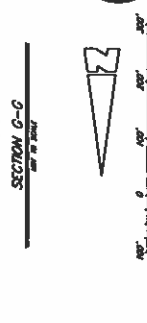
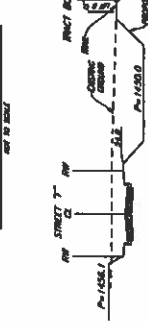
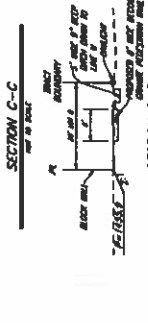
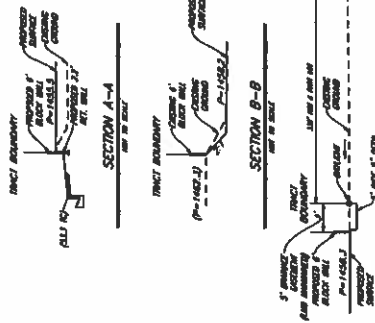
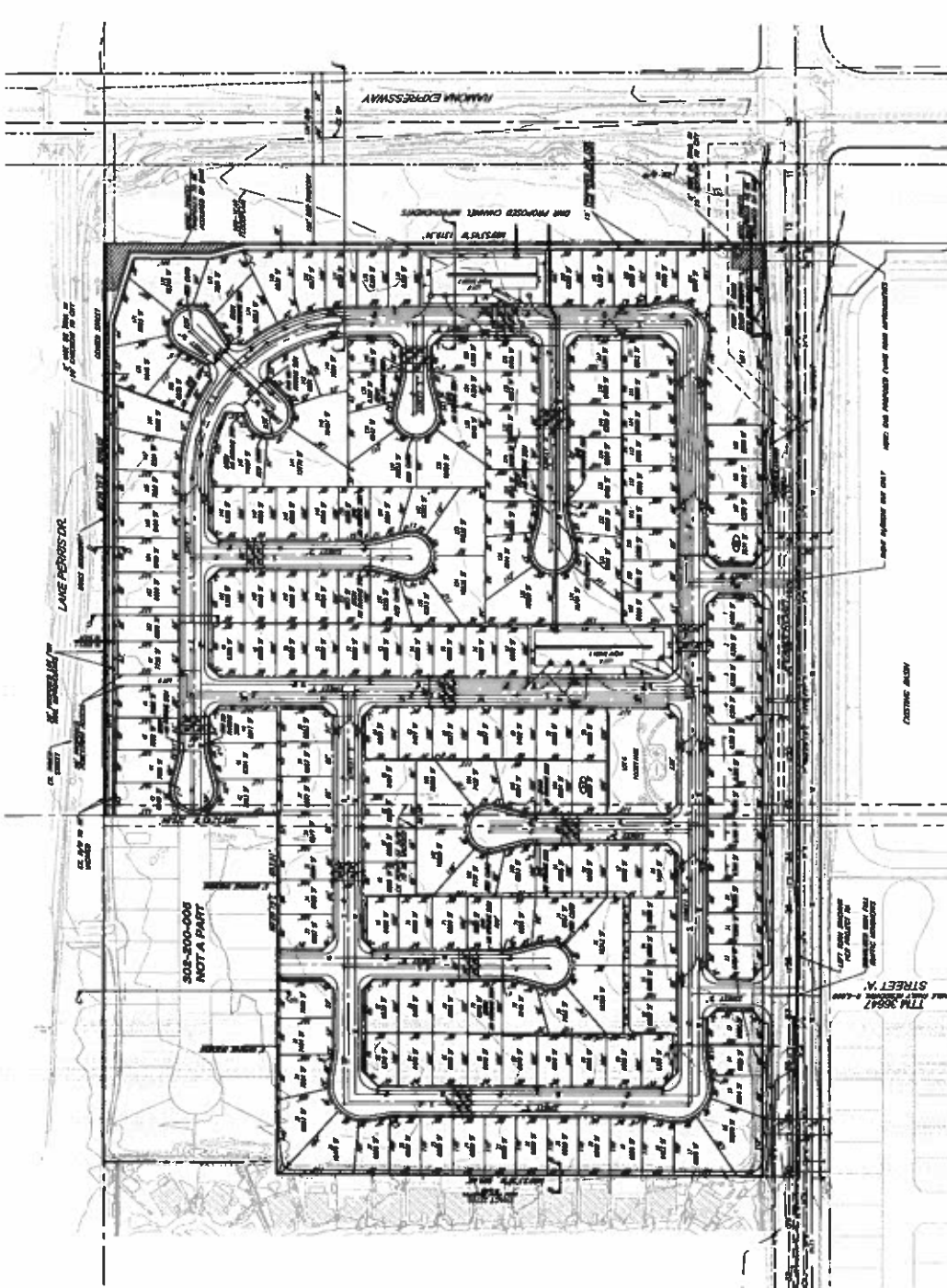
MISSION  
PACIFIC  
LAND COMPANY

**HJG**  
HARRISON DESIGN GROUP  
7500 WOLF RD.  
SUITE 102  
PALM BEACH, CA  
94932  
LOS ANGELES, CA  
90045  
TEL: (949) 777-9311  
FAX: (949) 777-9312  
DATE: 4/20/22



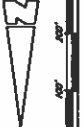


TENTATIVE TRACT MAP NO. 38071

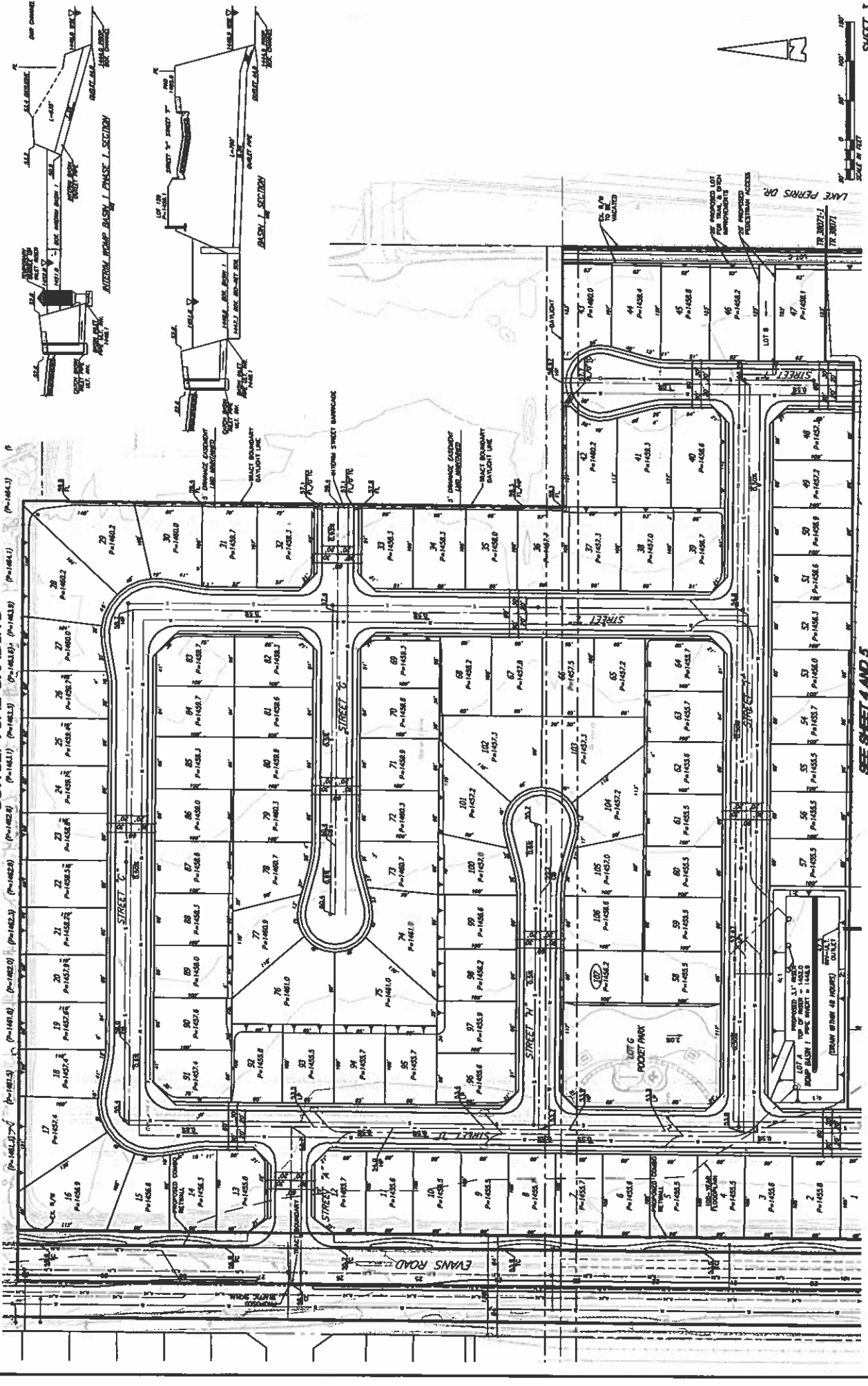


TENTATIVE TRACT MAP NO. 38071  
 CITY OF PERRIS  
 PREPARED FOR:  
 STRATFORD RANCH ASSOCIATES, LLC  
 4100 NEWPORT PLACE SUITE 700  
 NEWPORT BEACH, CA 92660  
 949-333-8729

**RWC ENGINEERS**  
 INC. ENGINEERS ARCHITECTS LANDSCAPE ARCHITECTS  
 SHEET 2 OF 5 SHEETS

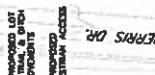
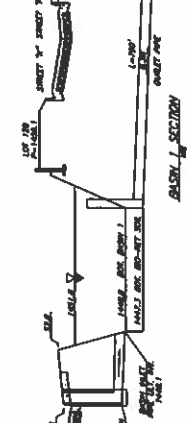
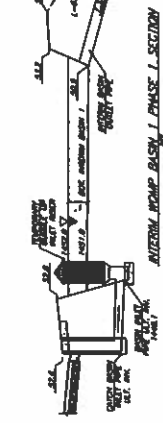


**TENTATIVE TRACT NO. 38071-1  
CONCEPTUAL GRADING**



SEE SHEET 4 AND 5

SHEET 3



SCALE 1" = 20'

LAKE PERINS DR.  
77.38071.1  
77.38071.2

LOT G POCKET PARK  
PROPOSED 3.1' WADSWORTH BASIN I PHASE I SECTION  
(DRAIN STRUCTURE AS SHOWN) WITH 1.5' DRAINAGE STRUCTURE

P-14581 P-14582 P-14583 P-14584 P-14585 P-14586 P-14587 P-14588

P-14589 P-14590 P-14591 P-14592 P-14593 P-14594 P-14595 P-14596

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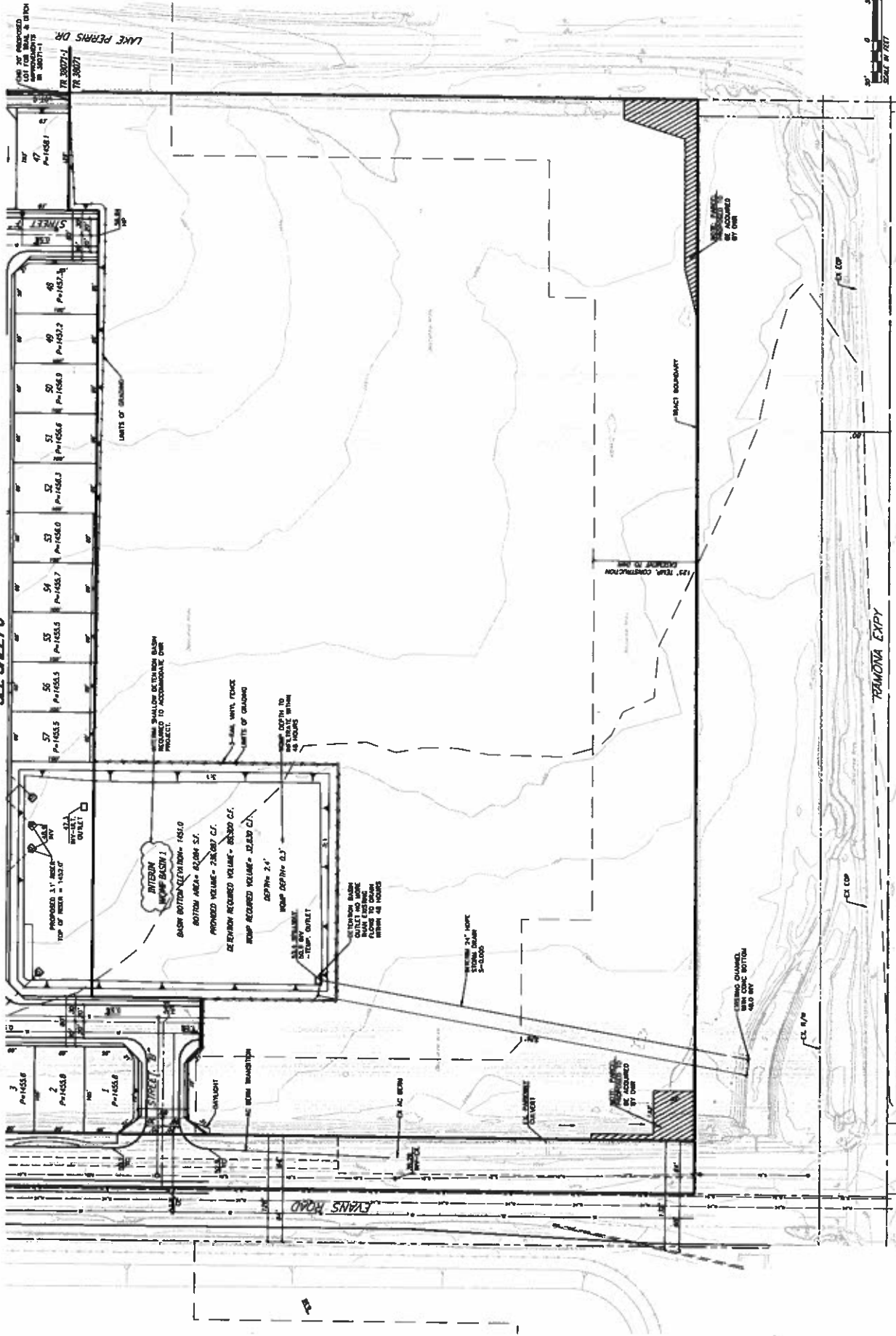
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TENTATIVE TRACT NO. 38071-1  
CONCEPTUAL GRADING  
SEE SHEET 3





**Attachment 4**  
**City Council Submittal dated May 10, 2022**





# 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

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#### **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.

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

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**BUDGET (or FISCAL) IMPACT:** Cost for staff preparation of this item is covered by the applicant.

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Prepared by: Nathan Perez, Senior Planner  
REVIEWED BY: Kenneth Phung, Director of Development Services

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager \_\_\_\_\_

- 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 submitted 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:



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 31, 2022

**SUBJECT:** Renewal of a two-year Contract Services Agreement with Dennis Grubb and Associates for fire plan check review and services

**REQUESTED ACTION:** Authorize the City Manager to renew a two-year Contract Services Agreement with Dennis Grubb and Associates for fire plan check review and services

**CONTACT:** Kenneth Phung, Director of Development Services

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#### **BACKGROUND/DISCUSSION:**

Staff is recommending that the City continue to contract for fire plan check review services with Dennis Grubb and Associates, who has reviewed all of the fire plan checks for the Planning and Building Department. The services provided by Dennis Grubb and Associates include comments early in the development review process, including recommendations, conditions of approval, and final approval of fire plan check submittal. In addition, the plan check reviews can be directly submitted to Dennis Grubb and Associates as needed for expedited reviews.

#### **RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to execute a Contract Services Agreement with Dennis Grubb and Associates to directly contract for fire plan check review services until May 31, 2024, in the amount of up to \$200,000. Renewal of the contract will be required before the expiration date. Costs for this contract have already been budgeted, and all fire plan check services are paid by the developer for services rendered at such time of plan check review.

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#### **BUDGET (or FISCAL) IMPACT:**

Cost for services will not impact our General Fund. Services will be charged to the applicant at the time of fire plan check submittals.

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Prepared by: Veronica Arana, Building & Safety Manager  
**REVIEWED BY:** Kenneth Phung, Director of Development Services

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager ER

Attachments: Contract Services Agreement including Scope of Work (Exhibit A) and Schedule of Compensation (Exhibit C)

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

# ATTACHMENT 1

## Contract Services Agreement, including Scope of Work (Exhibit A) and Schedule of Compensation (Exhibit C)



**CITY OF PERRIS**  
**CONTRACT SERVICES AGREEMENT FOR**  
**FIRE PLAN CHECK REVIEW AND SERVICES**

This Contract Services Agreement ("Agreement"), is made and entered into this 31<sup>st</sup> day of May 2022, by and between the City of Perris, a municipal corporation ("City"), and Dennis Grubb and Associates, a ‘

("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

**1.0 SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the 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 Consultant, incorporating therein any adjustment 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 Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, 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 Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of two hundred thousand dollars (\$200,000) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

### **3.0 PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance 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 Consultant, 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 Consultant 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 Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than May 31, 2024.

## **4.0 COORDINATION OF WORK**

4.1 Representative of Consultant. Dennis Grubb and Associates is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

## **5.0 INSURANCE AND INDEMNIFICATION**

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of errors and omissions insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

## 5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

## 6.0 **RECORDS AND REPORTS**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain

copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## **7.0 ENFORCEMENT OF AGREEMENT**

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (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 Consultant's acts or omissions in performing or failing to perform Consultant'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 Consultant, City may withhold from any payment due, without liability for interest because 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 Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant 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), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

## **8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its 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. Consultant 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.



## 9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 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.

9.3 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, 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 an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties 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.

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

"CITY"  
CITY OF PERRIS

By: \_\_\_\_\_  
Nancy Salazar, City Clerk

By: \_\_\_\_\_  
Michael M. Vargas, Mayor

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Eric L. Dunn, City Attorney

"CONSULTANT"  
DENNIS GRUBB & ASSOCIATES

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

[END OF SIGNATURES]

## EXHIBIT "A"

### SCOPE OF SERVICES

1. The review of plans for all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws pertaining to Fire and Building Safety, and for compliance with the adopted Fire, Building, Electrical and Mechanical Codes and adopted NFPA standards as mandated by State Title 24 and applicable ordinances.
2. Conduct new construction and tenant improvements fire inspections for any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws pertaining to Fire and Building Safety, and for compliance with the adopted Fire, Building, Electrical and Mechanical Codes and adopted NFPA standards as mandated by State Title 24 and applicable ordinances.
3. The Consultant shall always have on staff, individuals who are experienced in building and fire requirements and related California Fire and Building Codes for commercial and residential design and plan review procedures. It is highly desirable that plan reviews be conducted by Certified Plans Examiner or registered engineer.
4. Transportation of plans for the first check and for all subsequent re-checks between the City of Perris and the Consultant's office where the plan check services will be completed.
5. The completion of plan review within the expected time frame. Standard first review is expected to be completed in a maximum of ten (10) working days from the date the Consultant receives the plans for review. Subsequent reviews are expected within ten (10) working days. Upon written request from the City, Consultants will also provide expedited building plan review. Expedited plans shall be reviewed in a maximum of five (5) working days from the date the Consultant receives the plans. Working days are those days that the City of Perris is open for public business.
6. The arrangement and/or attendance at any required meetings connected with the plan review of a project.
7. The calculation and invoicing of all Fire plan check related fees.

8. This contract is for plan check and inspection services on an "as needed" basis. The City of Perris will have sole discretion regarding which plans and/or inspections will be conducted by the consultant.

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**[Intentionally Left Blank]**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

**DGA Plan Check Fees**

**May 31, 2022-May 31, 2024**

<b>Alarm System</b>	\$360
<b>Suppression System</b>	
1. Sprinkler System- TI	\$305
2. Sprinkler System- New	\$500
• Additional Risers (Each riser within same building)	\$150
3. Underground	\$475
4. Fire Pump	\$550
5. Engineer System (Each)	\$290
6. Standpipe	\$250
<b>Special Systems/Processes</b>	\$400
<b>High Pile Storage</b>	\$430
<b>Hazardous Material Disclosure</b>	\$840
<b>Cannabis Cultivation/Processing</b>	\$1,050
<b>Architectural</b>	
1. Architectural- TI	\$390
2. Architectural- New	\$630
3. Architectural – New > 2-story or R-1/R-2 with more than 50 units	\$710
<b>Developmental Review</b>	
DPR, TTM, MMOD, Etc	\$375
Fire Department Access/Fire Master Plan	\$325
<b>Administrative</b>	
1. Revision	\$230
2. Additional Review (Past 2nd submittal)	\$220
3. Expedited Plan Check (Per submittal)	\$200
4. Time & Material (Hourly Rate)	\$125

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

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# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

- MEETING DATE:** May 31, 2022
- SUBJECT:** A Resolution update for establishing authorized agents of the City of Perris for filing applications and requesting release of funds for federal assistance from the California's Office of Emergency Services (CAL OES).
- REQUESTED ACTION:** **Adopt Resolution No. (next in order)** approving an update to established authorized agents of the City of Perris regarding CAL OES applications and release of federal funds.
- CONTACT:** Kenneth Phung, Director of Development Services

### BACKGROUND/DISCUSSION:

The City previously approved Resolution No. 5894 on January 11<sup>th</sup>, 2022, authorizing the City Manager, Assistant City Manager, Deputy City Manager or the Director of Development Services to serve as agents on behalf of the City for filling applications and requesting release of funds for federal assistance from California's Office of Emergency Services (CAL OES). Recently, CAL OES reached out to the City requesting that the Resolution be updated to specifically identify the grant funding agency, the grant(s) applied for along with the fiscal years (FY) the resolution covers in order for the City to continue to qualify for federal assistance/grants from CAL OES. The new Resolution has been updated to include the years of authorization (FY 2021, FY 2022, & FY 2023) along with the CAL OES State Homeland Security Program (SHSP) and Emergency Management Program Grant (EMPG) as the specific grant funding agency and grant applied for by the City of Perris.

### RECOMMENDATION:

Staff recommends that the City Council adopt the updated resolution, approving an update to the established authorized agents of the City of Perris regarding CAL OES applications and release of federal assistance funds.

**BUDGET (or FISCAL) IMPACT:** Costs for staff preparation of this item have been budgeted in the 2021- 2022 General Fund



Prepared by: Arvie Dagatan, Management Analyst

**REVIEWED BY:** Veronica Arana, Building and Safety Manager

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager ER

Attachment: Resolution No. (Next in Order)

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

# ATTACHMENT 1

Resolution No. (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, UPDATING THE RESOLUTION TO ESTABLISH AUTHORIZED AGENTS OF THE CITY OF PERRIS FOR FUNDING APPLICATIONS AND REQUESTING RELEASE OF FUNDS FOR FEDERAL ASSISTANCE FROM CALIFORNIA'S OFFICE OF EMERGENCY SERVICES (CAL OES) AND SUB-GRANTED THROUGH THE COUNTY OF RIVERSIDE.**

**WHEREAS**, the City Council of the City of Perris has the authority to file an application for federal and state assistance and request the release of funds from California's Office of Emergency Services (CAL OES) and the County of Riverside Emergency Management Department for federal and state assistance or disaster relief; and

**WHEREAS**, the City Council desires to delegate signature authority to designated staff members to streamline the application process for such assistance or relief; and

**WHEREAS**, the City Council of the City of Perris heretofore adopted Resolution No. 5894 on January 11, 2022, designating and authorizing certain City officials to execute said applications and documents to streamline the application process for such assistance or relief; and

**WHEREAS**, the California Governor's Office of Emergency Services requires that the Perris City Council update Resolution No. 5894 in order to be eligible to apply for and receive federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California and the County of Riverside Emergency Management Department; and

**WHEREAS**, the City of Perris desires to continue to accept the State Homeland Security Program (SHSP) and Emergency Management Program Grant (EMPG) for grant years 2021, 2022, and 2023.

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

**Section 1.** The foregoing recitals are true and correct and are incorporated by reference as if set forth in full.

**Section 2.** The City Manager, Assistant City Manager, Deputy City Manager and the Director of Development Services are authorized to sign and file applications and other necessary documents with the County of Riverside Emergency Management Department for the purpose of obtaining federal assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988,

or state financial assistance under the Natural Disaster Assistance Act.

**Section 3.** The City Manager, Assistant City Manager, Deputy City Manager and the Director of Development Services are authorized to sign and file applications and other necessary documents with the California's Office of Emergency Service for all matters pertaining to such state disaster assistance, including any assurances and agreements required.

**Section 4.** That this authorization shall be in effect for the duration of the FY 2021, FY 2022, and FY 2023 grant periods of the State Homeland Security Program (SHSP).

**Section 5.** 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 6.** The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 31<sup>st</sup> day of May 2022.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar

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

I, Nancy Salazar, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 31<sup>st</sup> day of May, 2022 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 31, 2022

**SUBJECT:** Annexation of CUP 09-01-0008 to Flood Control Maintenance District No. 1 (FCMD 1)  
 Owner(s): Dix Leasing Corp.  
 APN(s): 302-020-019 & 302-020-049, located at the northwest corner of Nance Street and Indian Avenue  
 Project: CUP 09-01-0008- All American Asphalt

**REQUESTED ACTION:** Adoption of Resolution of Intention to Annex CUP 09-01-0008 to Flood Control Maintenance District No. 1 and set a public hearing date of July 26, 2022

**CONTACT:** Stuart McKibbin, Contract City Engineer

**BACKGROUND/DISCUSSION:** CUP 09-01-0008 is an expansion of an existing asphalt batch plant at the northwest corner of Nance Street and Indian Avenue within the General Industrial (GI) zone within the Perris Valley Commerce Center Specific Plan (PVCC-SP) (See attached Boundary Map).

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

The improvements to be maintained under Benefit Zone 131 (BZ131) include catch basins, 24-, 30- and 36- inch reinforced concrete (RCP) storm drain pipes, and appurtenances, all located within the public right-of-way. BZ131 also contributes to the Perris Valley Line E and downstream facilities. Improvements are to be maintained by BZ131 in perpetuity.

**BUDGET (or FISCAL) IMPACT:** The maximum annual assessment is \$3,631.62. Each year the current maximum annual assessment shall be increased by an amount equal to the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics . If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

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

Deputy City Manager DL

**Attachments:**

1. Vicinity Map
2. Engineer's Report
3. Resolution of Intention to Annex CUP 09-01-0008 to Flood Control MD No. 1

Consent:  x

Public Hearing: \_\_\_\_\_

Business Item: \_\_\_\_\_

Presentation: \_\_\_\_\_

Other: \_\_\_\_\_

---

# ATTACHMENT 1

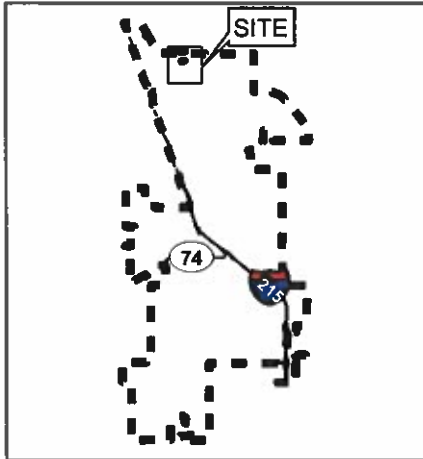
Vicinity Map



# DIAGRAM OF ANNEXATION OF CUP 09-01-0008 TO BENEFIT ZONE 131 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

## SITE LOCATION



### Legend

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-020-019
2	302-020-049



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

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# ATTACHMENT 2

Engineer's Report

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**RESOLUTION NUMBER XXXX**

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF CUP 09-01-0008 TO BENEFIT ZONE 131, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JULY 26, 2022***

***WHEREAS***, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain flood control and drainage improvements within the boundaries of CUP 09-01-0008 through the levy of benefit assessments pursuant to the provisions of Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code commonly known as the "Benefit Assessment Act of 1982", (the "Act"); and

***WHEREAS***, Dix Landing Corp. (the "Owner") has presented signed petitions to the City Council requesting the annexation of CUP 09-01-0008 to a benefit assessment district to finance the maintenance of those certain drainage and flood control improvements permitted pursuant to Sections 54710 and 54710.5 of the Act (the "Improvements") which benefit properties within CUP 09-01-0008; and

***WHEREAS***, the City Council now proposes to levy benefit assessments under the provisions of the Act to insure continued financing to maintain the Improvements pursuant to the Act, all for the benefit of parcels within CUP 09-01-0008 and

***WHEREAS***, to accomplish such purposes, the City Council proposes to annex CUP 09-01-0008 to Benefit Zone 131, Flood Control Maintenance District No. 1.

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

***Section 1.*** The public interest, convenience, and necessity require, and it is the intention of the City Council pursuant to the provisions of the Act to maintain the Improvements for the benefit of the properties within the area of benefit.

***Section 2.*** Maintenance of the improvements will be of direct benefit to parcels within CUP 09-01-0008 which are hereby declared to be the properties benefited by the Improvements and to be assessed to pay the cost and expenses thereof. The area of benefit shall be all that part of the City within the boundaries shown on the map entitled "Diagram of Annexation of CUP 09-01-0008 to Benefit Zone 131, Flood Control Maintenance District Number 1" on file in the office of the City Clerk of the City of Perris, California.

**Section 3.** At least forty-five (45) days prior to the date set for the hearing on the proposed assessment, the Assessment Engineer is hereby directed to file with the City Clerk a written report (the "Engineer's Report") pursuant to the Act, Government Code Section 53753 and Article XIID of the Constitution of the State of California, containing the following:

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

**Section 4.** On the 26th day of July, 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, the City Council will conduct a Protest Hearing at which time any and all persons having any objections to the work or extent of the annexation to the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

**Section 5.** The City Clerk is hereby directed to publish notice of the hearing on the proposed assessment and notice of the filing of the Engineer's Report once a week for two successive weeks, with at least five days intervening between the respective publication dates, not counting such publication dates, in the Perris City News, a newspaper of general circulation within the area of benefit. The notice shall be 1/8 of a page in size and contain the following information:

- a. The amount of the assessment.
- b. The purpose of the assessment.
- c. The total estimated assessments expected to be generated annually.
- d. The method and frequency for collecting the assessment.
- e. The date, time, and location of the public hearing.
- f. The phone number and address of an individual that interested persons may contact to receive additional information about the assessment.

**Section 6.** The City Clerk is also hereby instructed to give additional notice of the hearing and notice of the filing of the Engineer's Report by posting a copy of this resolution in three public places within the City of Perris.

**Section 7.** The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments, including the Owners. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10-point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section

53753 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

**Section 8.** That this City Council does hereby designate, Stuart McKibbin, Contract City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

***ADOPTED, SIGNED and APPROVED*** this 31st 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 XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 31st day of May, 2022, by the following called vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

---

City Clerk, Nancy Salazar

---

# ATTACHMENT 3

Resolution of Intention

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**AGENCY:** City of Perris

**PROJECT:** Annexation of CUP 09-01-0008  
To Benefit Zone 131, Flood Control Maintenance District No. 1

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

**REPORT PURSUANT TO "BENEFIT ASSESSMENT ACT OF 1982"**

Pursuant to the direction from the City Council of the City of Perris, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Part 1 of Division 2 of Title 5 of the Government Code of the **STATE OF CALIFORNIA**, being the "Benefit Assessment Act of 1982", as amended, commencing with Section 54703. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2022 to June 30, 2023, for that area to be known and designated as:

**"Annexation of CUP 09-01-0008  
To Benefit Zone 131, Flood Control Maintenance District No. 1"**

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

Executed this 31<sup>st</sup> day of May, 2022.

---

Stuart McKibbin, Contract City Engineer  
**CITY OF PERRIS**  
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made the 26<sup>th</sup> day of July 2022, by adoption of Resolution \_\_\_\_ of the City Council.

---

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

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 31<sup>st</sup> day of May, 2022.

---

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



## Report

**PART 1. A General Description** of the flood control improvements to be maintained includes facilities that will accommodate the storm flow and protect CUP 09-01-0008 from inundation. These public improvements channel, contain and convey the storm flow away from the property and towards the Perris Valley Storm Drain Channel.

The off-site improvements to be maintained under Benefit Zone 131 ("BZ131") include 24-, 30- and 36-inch reinforced concrete (RCP) storm drain pipes, catch basins and appurtenances located within the public right-of-way. These improvements also benefit. Improvements are to be maintained by Benefit Zone 131 in perpetuity.

These pipes connect to the Perris Valley Line E and downstream facilities along Ramona Expressway extending from Indian Avenue to the Perris Valley Storm Drain Channel. BZ131's share of these facilities is based on its area as a percentage of the tributary area of Line E within the City of Perris. Based on this calculation, BZ131 will contribute 0.36% to the maintenance costs of the shared downstream facilities.

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

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

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

- "Storm Drain Improvements Plans for Perris Valley MDP, Line 'E-3' All American Asphalt Batch Plant CUP 09-01-008," prepared by Krieger & Stewart, Inc.
- "Perris Valley MDP Line E-3" as prepared by KCT Consultants, Inc.

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

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

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

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
Catch Basins	4	EA	\$178.00	\$712.00
24", 30", 36" RCP Storm Drain Pipes				2,098.10
Line E and Downstream Facilities (0.362%)				216.25
<b>Subtotal</b>				<b>\$3,026.35</b>
Incidentals				\$605.27
<b>Annual Maintenance Costs</b>				<b>\$3,631.62</b>

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

Benefit Zone 131 will contribute towards the maintenance costs of the Line E and downstream facilities. BZ131's share based on its area compared to the total area of the entire tributary area is 0.36%. Other BZs that contribute to these larger facilities include BZ39, BZ71, BZ87, BZ100, BZ103, and BZ118.

Zero costs will be assessed to Benefit Zone 131 for the fiscal year commencing July 1, 2022 to June 30, 2023.

**PART 4**

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

The storm drainage facilities will accommodate the storm flow specifically impacting Benefit Zone 131. These improvements specifically benefit the area within the annexation; and, the improvements were required for the approval of, and as of consequence of, development of this area.

The method of assessment is based on units, with 1 benefit unit per acre within Benefit Zone 131. The current maximum annual assessment, under Benefit Zone 131, reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities, is equal to \$919.40 per Benefit Unit, as follows:

$$\frac{\text{Annual Maintenance Costs}}{\text{Benefit Units}} =$$

$$\frac{\$3,631.62}{3.95 \text{ Benefit Units}} = \$919.40 \text{ per Benefit Unit}$$

Each year the current maximum annual assessment shall be increased by an amount equal to the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics. If a deficit is projected for the upcoming fiscal year, the assessment can be

further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2022 to June 30, 2023, reference is made to the Assessment Roll included herein as Attachment No. 1.

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January. A 6-month tax roll reserve for the current maintenance of the flood control facilities and incidental costs is estimated to be \$1,815.81.

**PART 5.** **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with CUP 09-01-0008. Said boundary is designated as "Diagram of Annexation of CUP 09-01-0008 to Benefit Zone 131, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

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

**Assessment Roll**

**Annexation of CUP 09-01-0008  
To Benefit Zone 131,  
Flood Control Maintenance District No. 1, City of Perris**

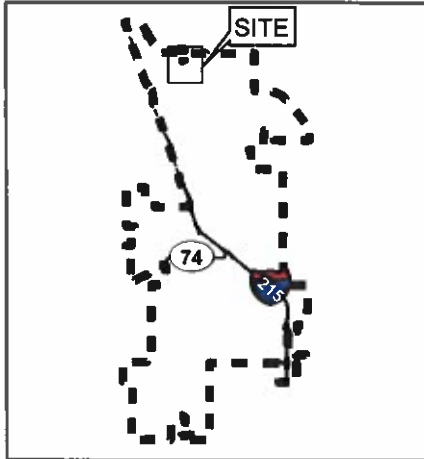
<b>Benefit Zone/ Assessment <u>Number</u></b>	<b>Assessor Parcel <u>Number</u></b>	<b>Taxable Acreage/ <u>Benefit Units</u></b>	<b>FY 2022/2023 Maximum Annual <u>Assessment</u></b>	<b>FY 2022/2023 Applied <u>Assessment</u></b>
131	302-020-019	1.05	\$965.37	\$0.00
131	302-020-049	2.90	\$2,666.25	\$0.00

Each year the current maximum annual assessment shall be increased by an amount equal to the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

# DIAGRAM OF ANNEXATION OF CUP 09-01-0008 TO BENEFIT ZONE 131 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

## SITE LOCATION



### Legend

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-020-019
2	302-020-049



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

**PETITION FOR THE ANNEXATION TO A BENEFIT ASSESSMENT DISTRICT TO  
FINANCE THE MAINTENANCE OF CERTAIN PUBLIC IMPROVEMENTS**

**BEFORE THE CITY COUNCIL OF THE CITY OF PERRIS,  
STATE OF CALIFORNIA**

In the matter of the proposed )  
Annexation to City of Perris )  
Flood Control Maintenance District No. 1 )

TO: The City Council of the City of Perris

We, the undersigned, hereby:

- (1) Petition you to initiate and complete all necessary proceedings under the Benefit Assessment Act of 1982, Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code for the annexation to a benefit assessment district for the maintenance of certain flood control improvements which benefit the property described on Exhibit "A" attached hereto and incorporated herein by this reference to the Maintenance District.
- (2) Certify that the proposed annexation to a benefit assessment district that will be subject to assessment for maintenance of such improvements, is that real property in the City of Perris, County of Riverside, State of California, generally described on Exhibit "A" attached hereto and incorporated herein by this reference to the Maintenance District.
- (3) Certify that we constitute the owners(s), including mortgagees or beneficiaries under any existing mortgage or subject to assessment for the proposed annexation, of the property in the proposed annexation to a benefit assessment district, as shown by the last equalized assessment roll used by the County of Riverside at the time this Petition is filed and also constitute the owner(s) of sixty percent (60%) of the area of all assessable lands within the proposed annexation to a benefit assessment district.
- (4) In order to expedite the project, agree to dedicate all necessary rights-of-way or easements as determined necessary for maintenance of the public improvements.

Dated: April 14, 2022

DIX LEASING CORP

Signature

MARK LUPR, PRESIDENT

List Property Owner Name and Mailing Address

Please have notarized

**Attachment 3-1**

**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 Riverside

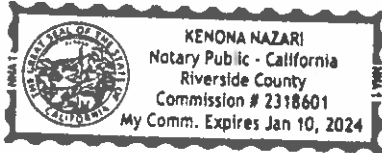
On April 21, 2022 before me, Kenona Nazari, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Mark Luer  
Name 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Kenona Nazari  
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 Petition For The Annexation To A Benefit Assessment – City of Perris

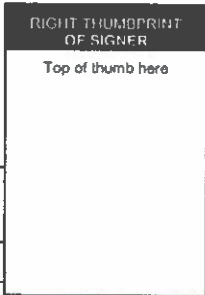
Document Date: April 14, 2022 Number of Pages: 1

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Mark Luer

- Individual
- Corporate Officer – Title(s): President
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing:  
All American Asphalt

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_

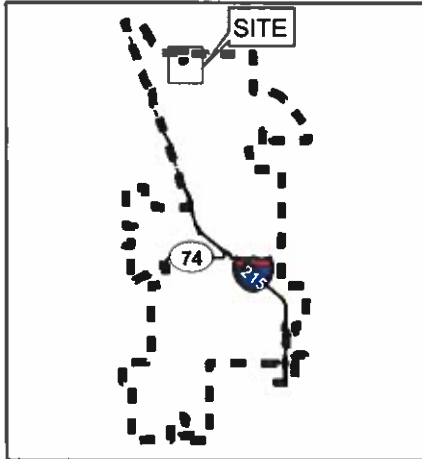




Signer is Representing: \_\_\_\_\_

# EXHIBIT A TO CONSENT AND WAIVER ANNEXATION OF CUP 09-01-0008 TO BENEFIT ZONE 131 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

## SITE LOCATION



- Legend**
-  ANNEXATION BOUNDARY
  -  MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-020-019
2	302-020-049



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





# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 31, 2022

**SUBJECT:** Annual Engineer's Report for Landscape Maintenance District No. 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 LMD1 and setting a public hearing date of July 26, 2022

**CONTACT:** Stuart McKibbin, City Engineer

**BACKGROUND/DISCUSSION:** LMD1 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 Council ordered the preparation of the annual Engineer's Report for LMD 1. This District provides funding for the annual maintenance of landscape improvements constructed in conjunction with new development.

**BUDGET (or FISCAL) IMPACT:** One – hundred and sixteen (116) benefit zones (BZ) and twelve sub-zones for parks will be assessed for Fiscal Year 2022-2023. The projected FY 2022-2023 assessments total \$3,560,339.05.

For Fiscal Year 2022-23 Capital Improvement Project (CIP) funds were allocated to some benefit zones to replenish account balances and continue annual operations. The annual assessments in many zones have been increased over last year's rates to cover rising maintenance costs going forward and to replenish CIP funds. The assessments remain at or below the owner approved maximum rates at the time of formation.

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
 Assistant City Manager \_\_\_\_\_  
 Deputy City Manager ER

**Attachments:**

1. Vicinity Map
2. Resolution Preliminarily Approving the Engineer's Report
3. Resolution of Intention to Levy and Collect Annual Assessments Under LMD1 and setting a public hearing date of July 26, 2022
4. Engineer's Report

Consent:  x

Public Hearing:

Business Item:

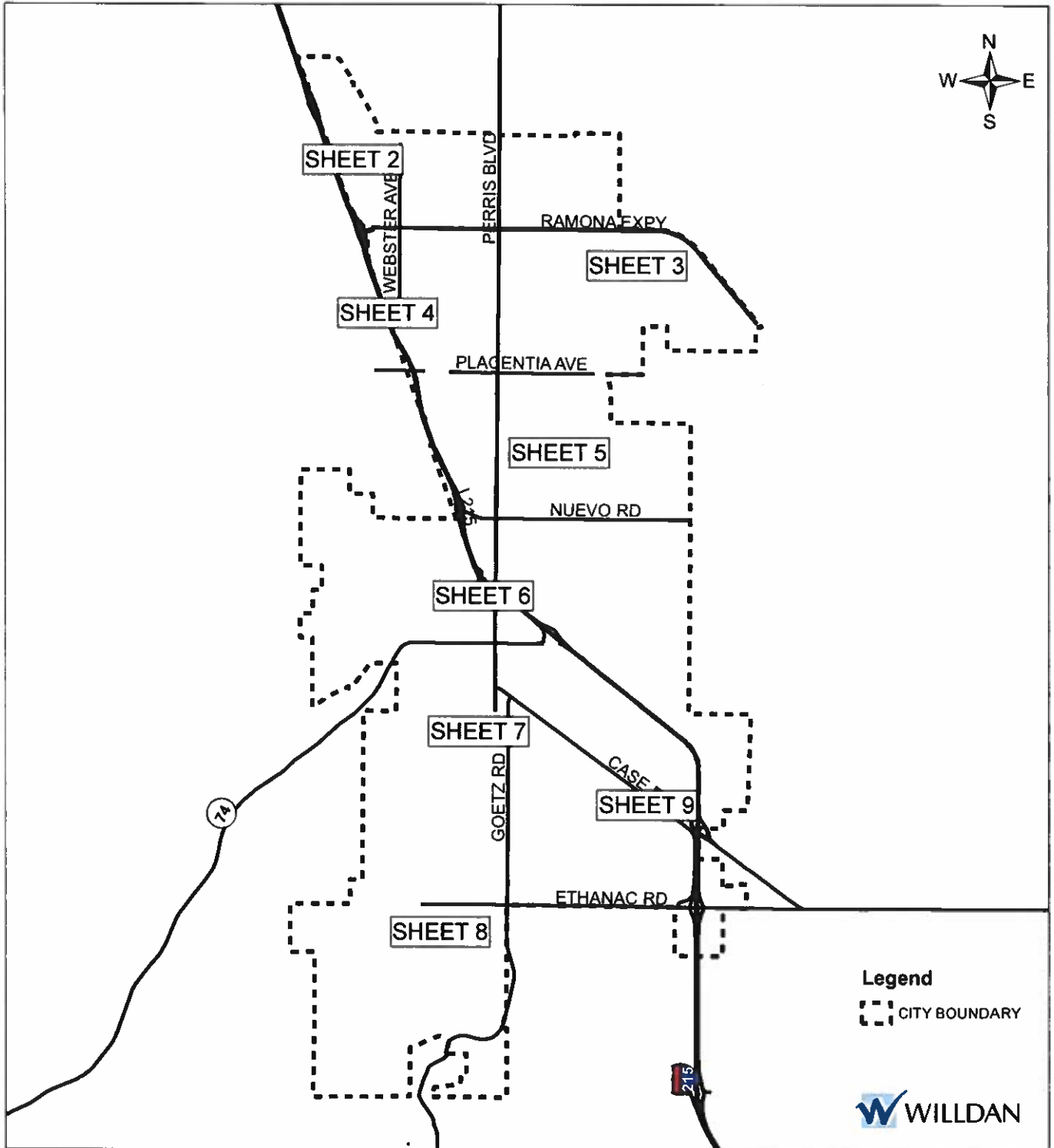
Presentation:

Other:

# Attachment No. 1

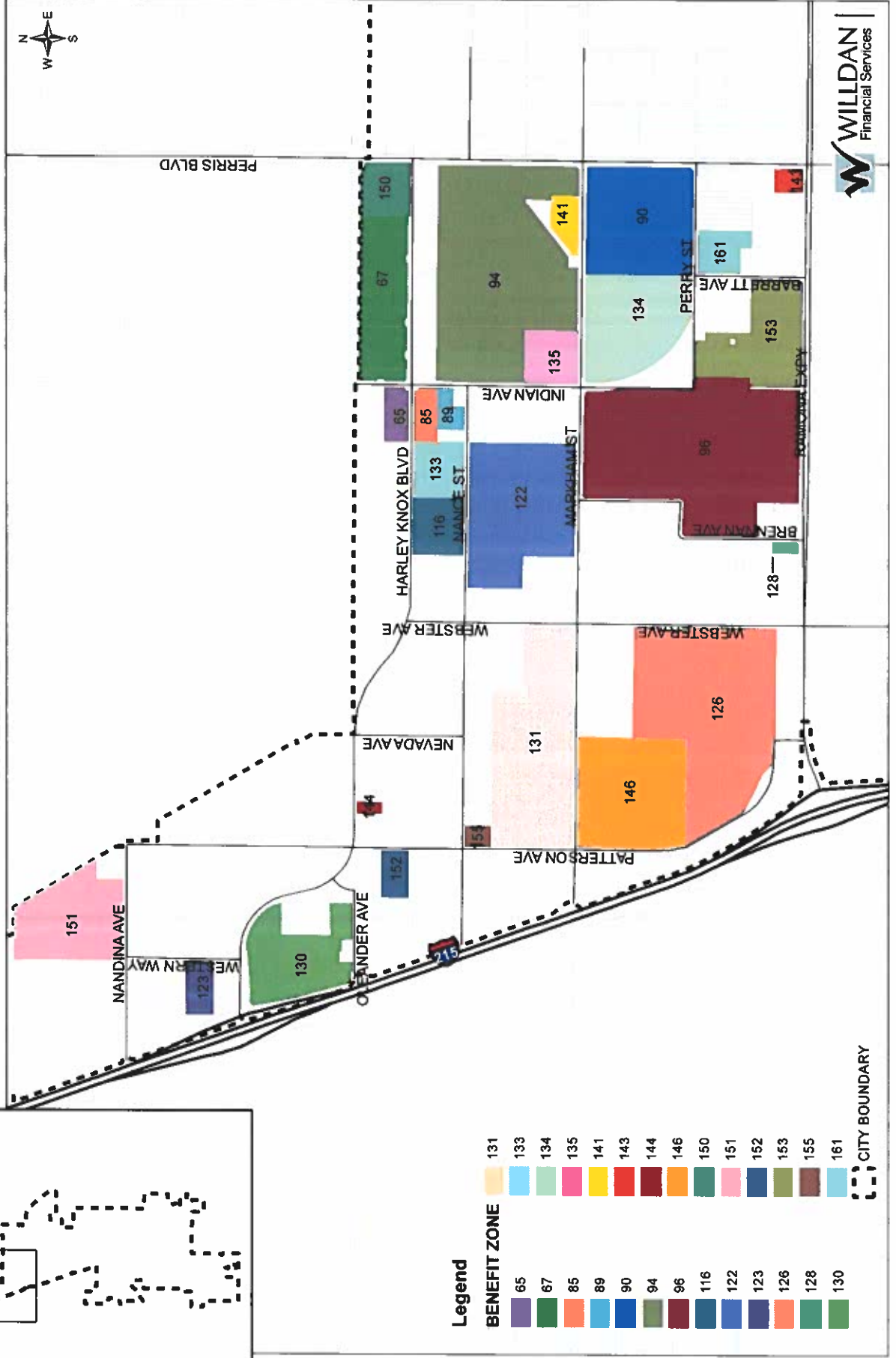
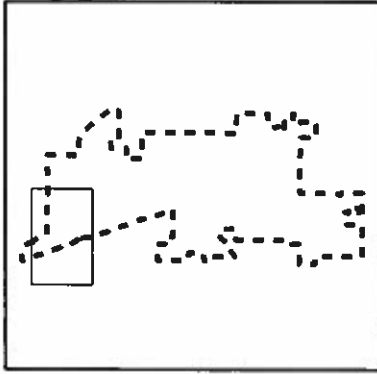
Vicinity Map

**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/203  
SHEET 1 OF 10**



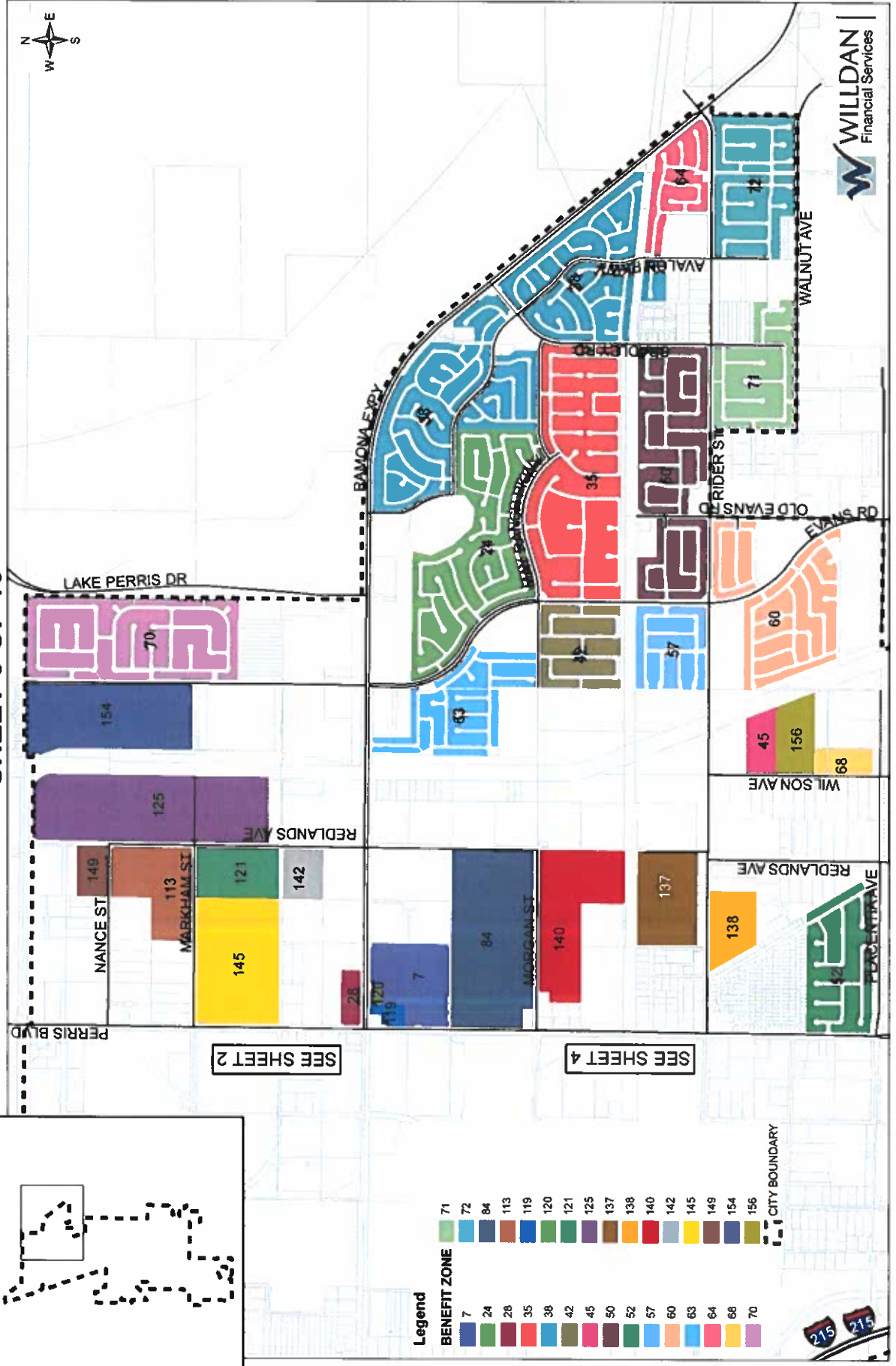
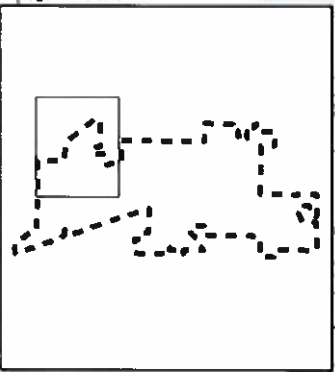
**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 2 OF 10**

VICINITY MAP



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 3 OF 10**

VICINITY MAP



SEE SHEET 2

SEE SHEET 4

**Legend**

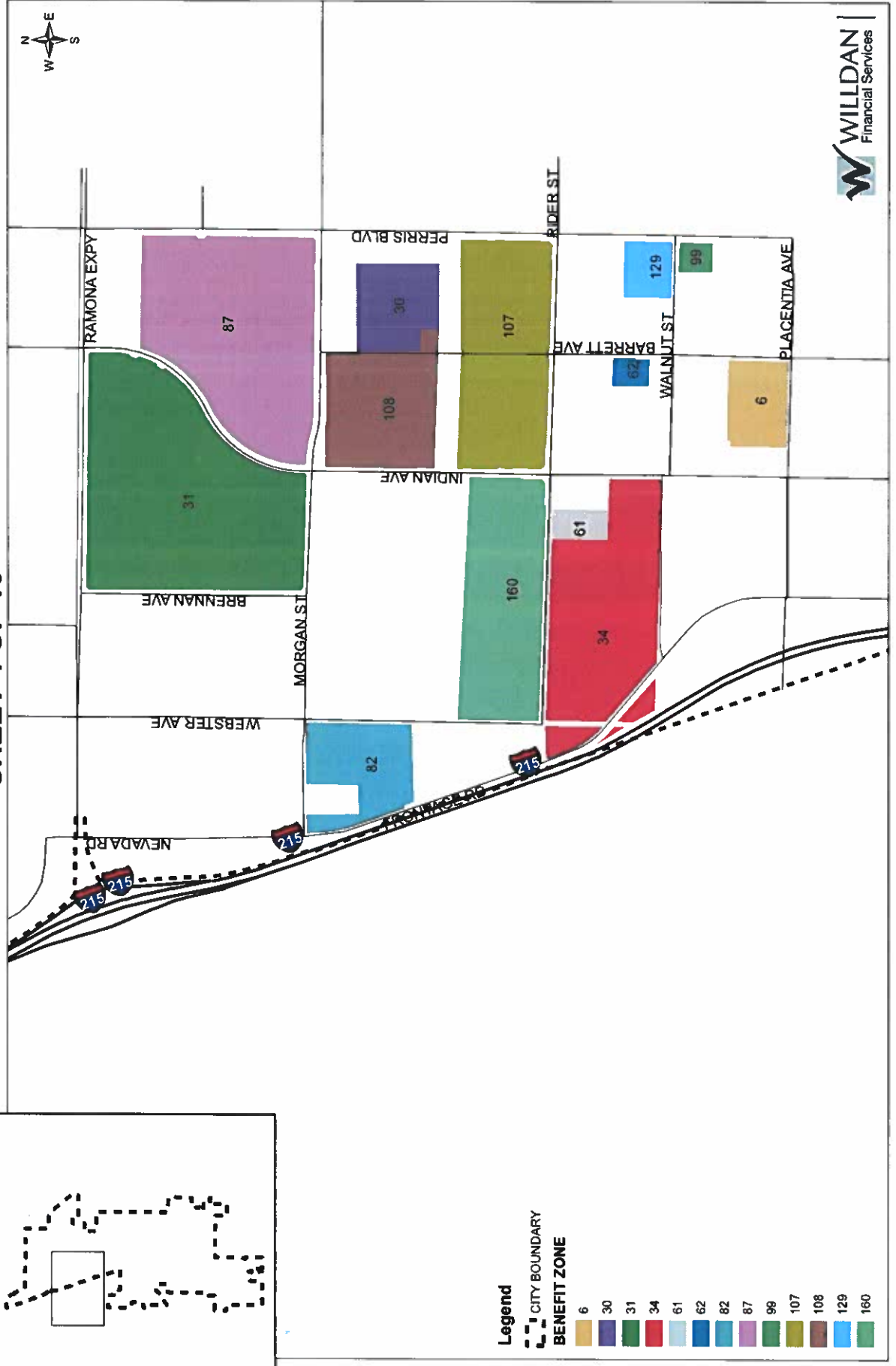
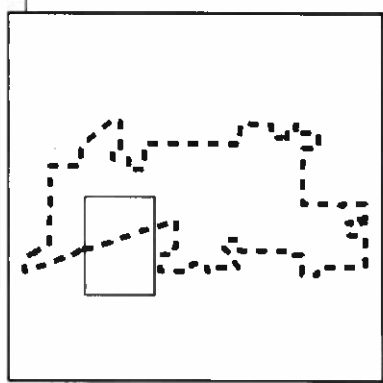
BENEFIT ZONE	Color
7	Blue
24	Green
28	Red
35	Orange
38	Light Blue
42	Light Green
45	Pink
50	Dark Green
52	Brown
57	Light Blue
60	Light Orange
63	Light Blue
64	Pink
68	Yellow
70	Purple
71	Light Green
72	Light Blue
84	Dark Blue
113	Brown
119	Blue
120	Light Green
121	Light Green
125	Purple
137	Brown
140	Red
142	Light Blue
145	Yellow
149	Brown
154	Dark Blue
156	Light Green

--- CITY BOUNDARY



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 4 OF 10**

**VICINITY MAP**



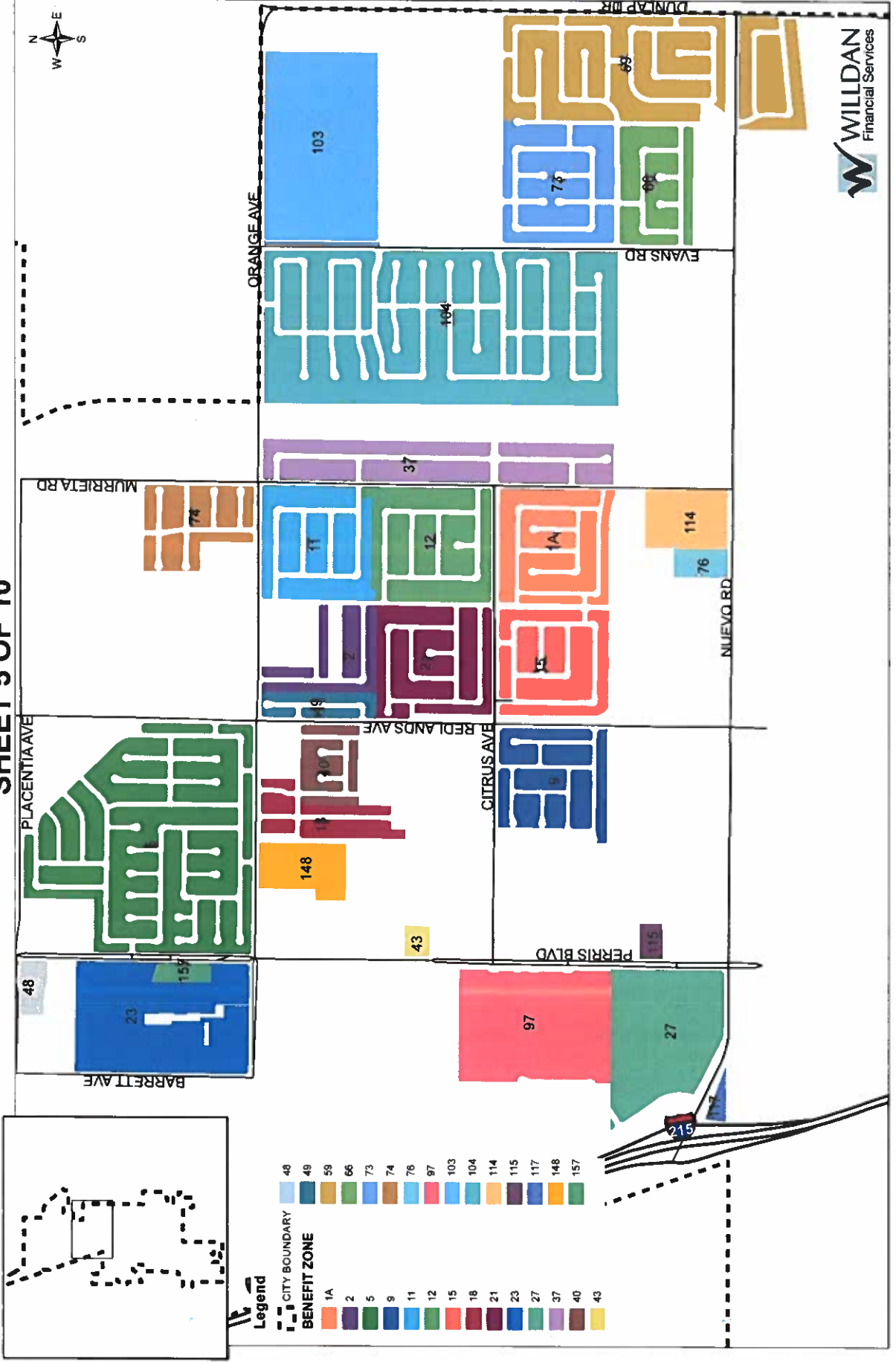
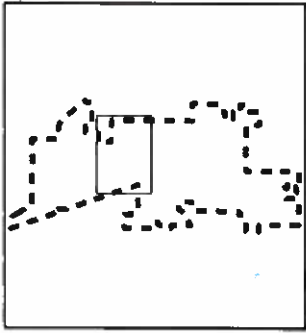
**Legend**

- CITY BOUNDARY
- BENEFIT ZONE**
- 6
- 30
- 31
- 34
- 61
- 62
- 82
- 87
- 98
- 107
- 108
- 129
- 160



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 5 OF 10**

VICINITY MAP



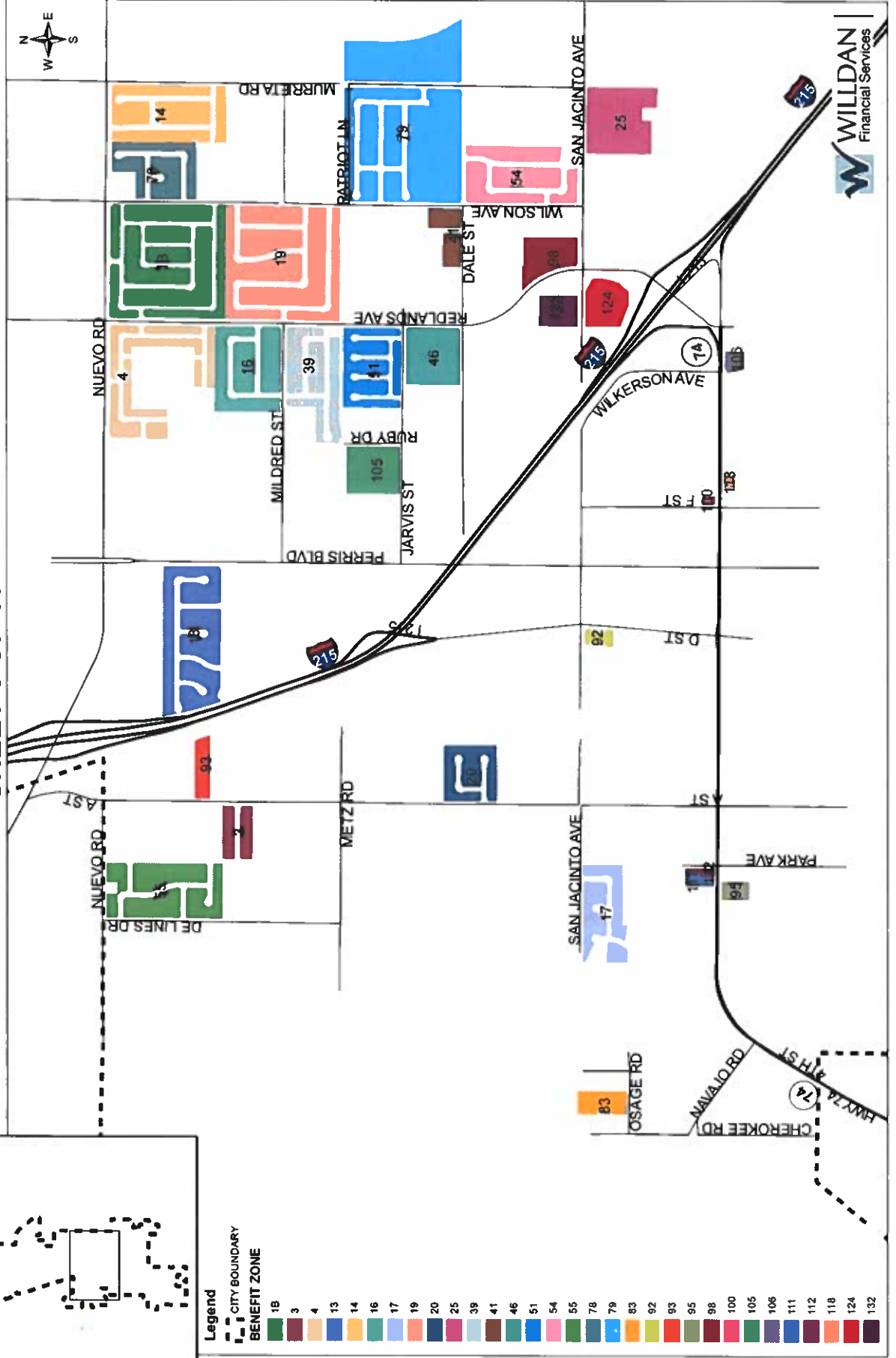
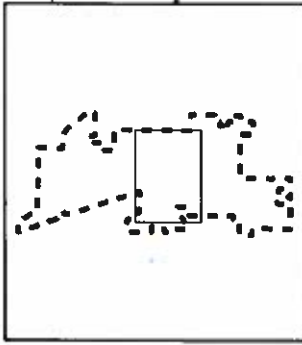
- Legend**
- CITY BOUNDARY
  - BENEFIT ZONE
- |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |
|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|
| 48 | 49 | 59 | 66 | 73 | 74 | 76 | 97 | 103 | 104 | 114 | 115 | 117 | 148 | 157 |
| 1A | 2  | 5  | 9  | 11 | 12 | 15 | 18 | 21  | 23  | 27  | 37  | 40  | 43  |     |





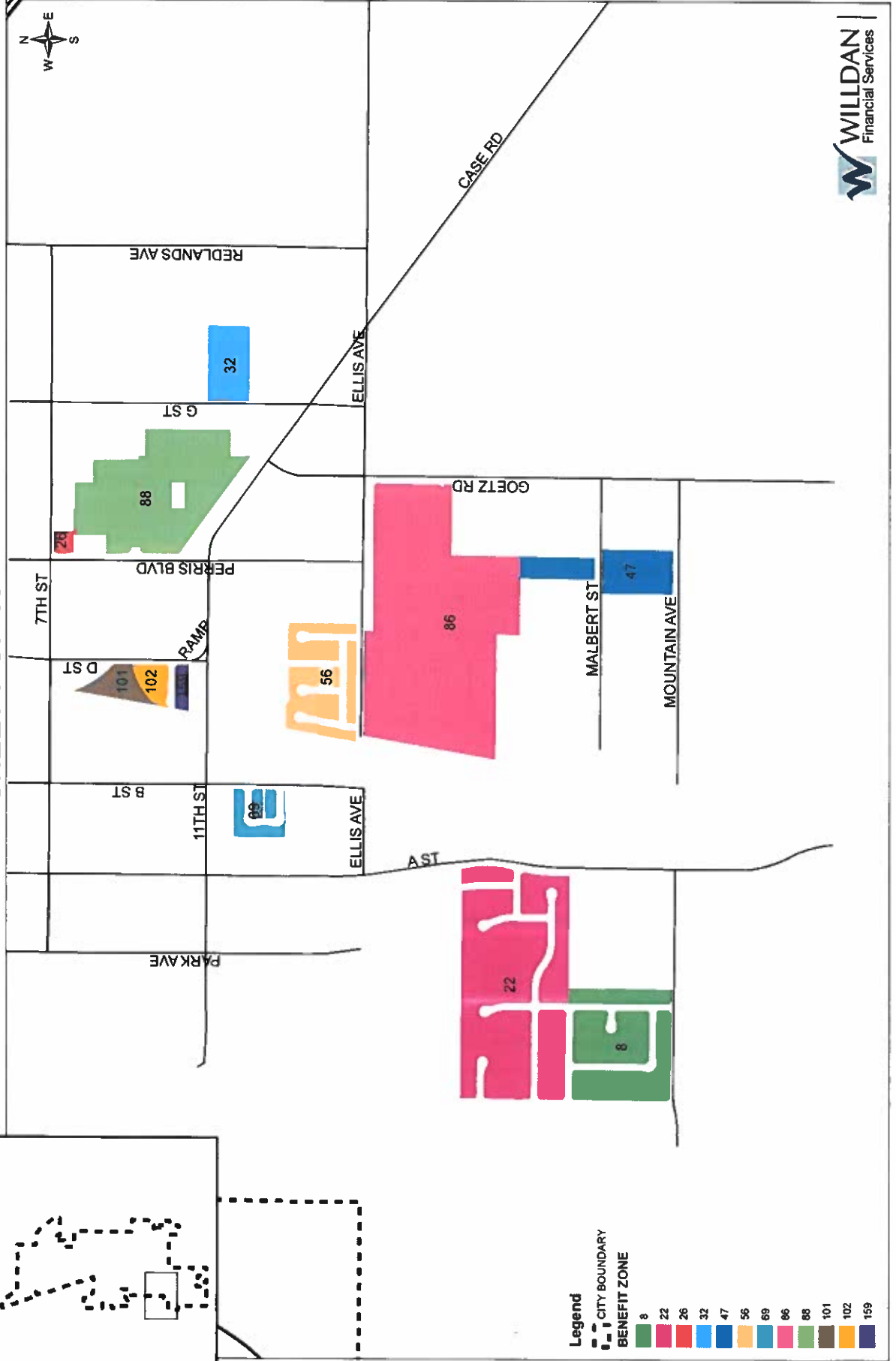
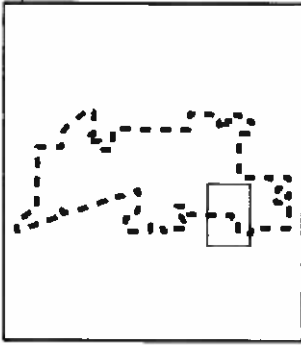
**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 6 OF 10**

VICINITY MAP



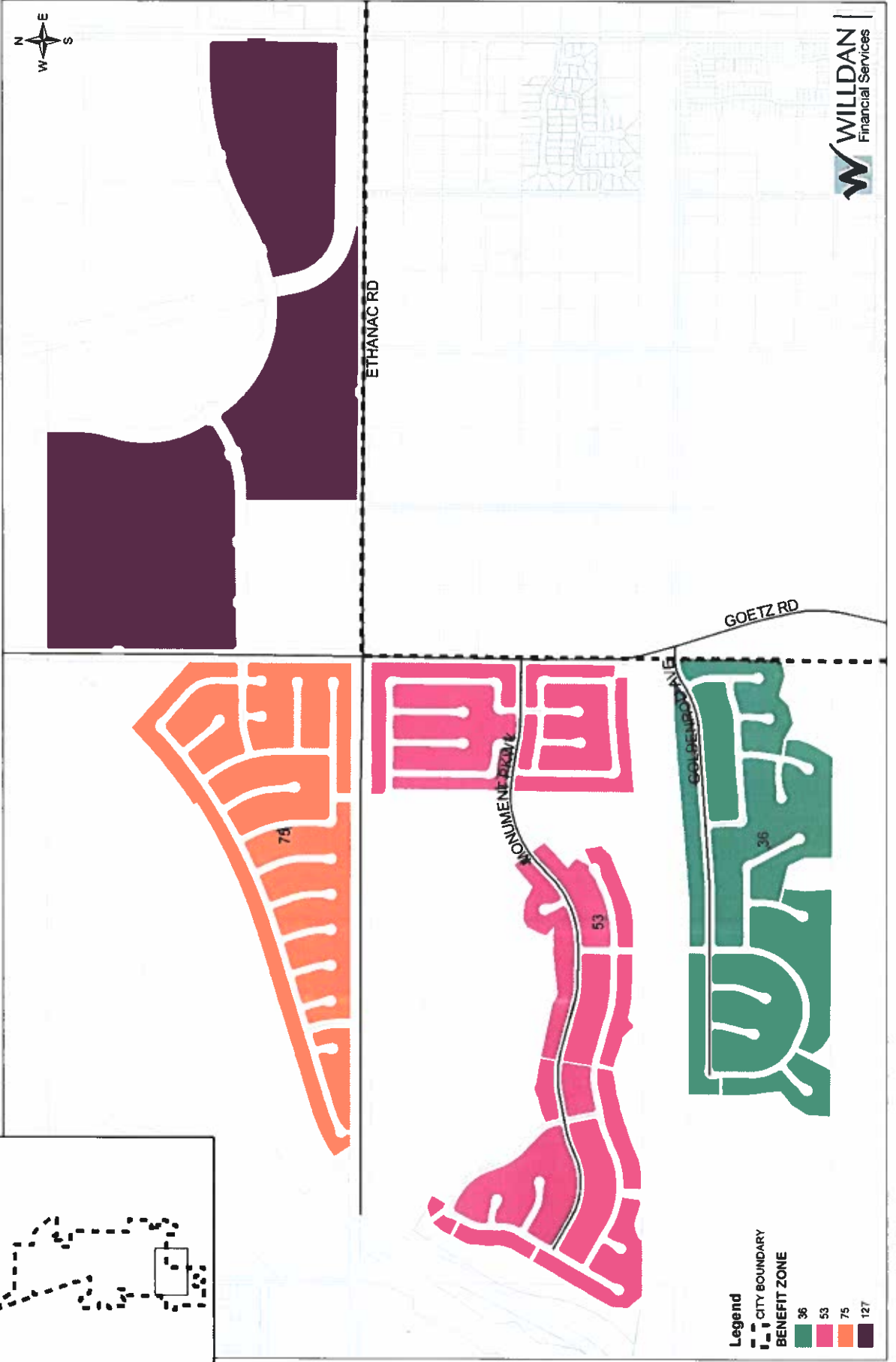
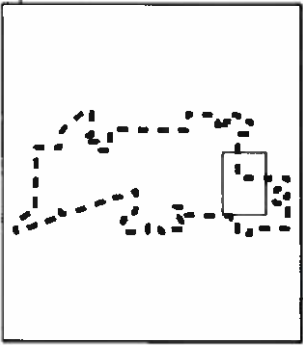
**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 7 OF 10**

VICINITY MAP



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 8 OF 10**

VICINITY MAP

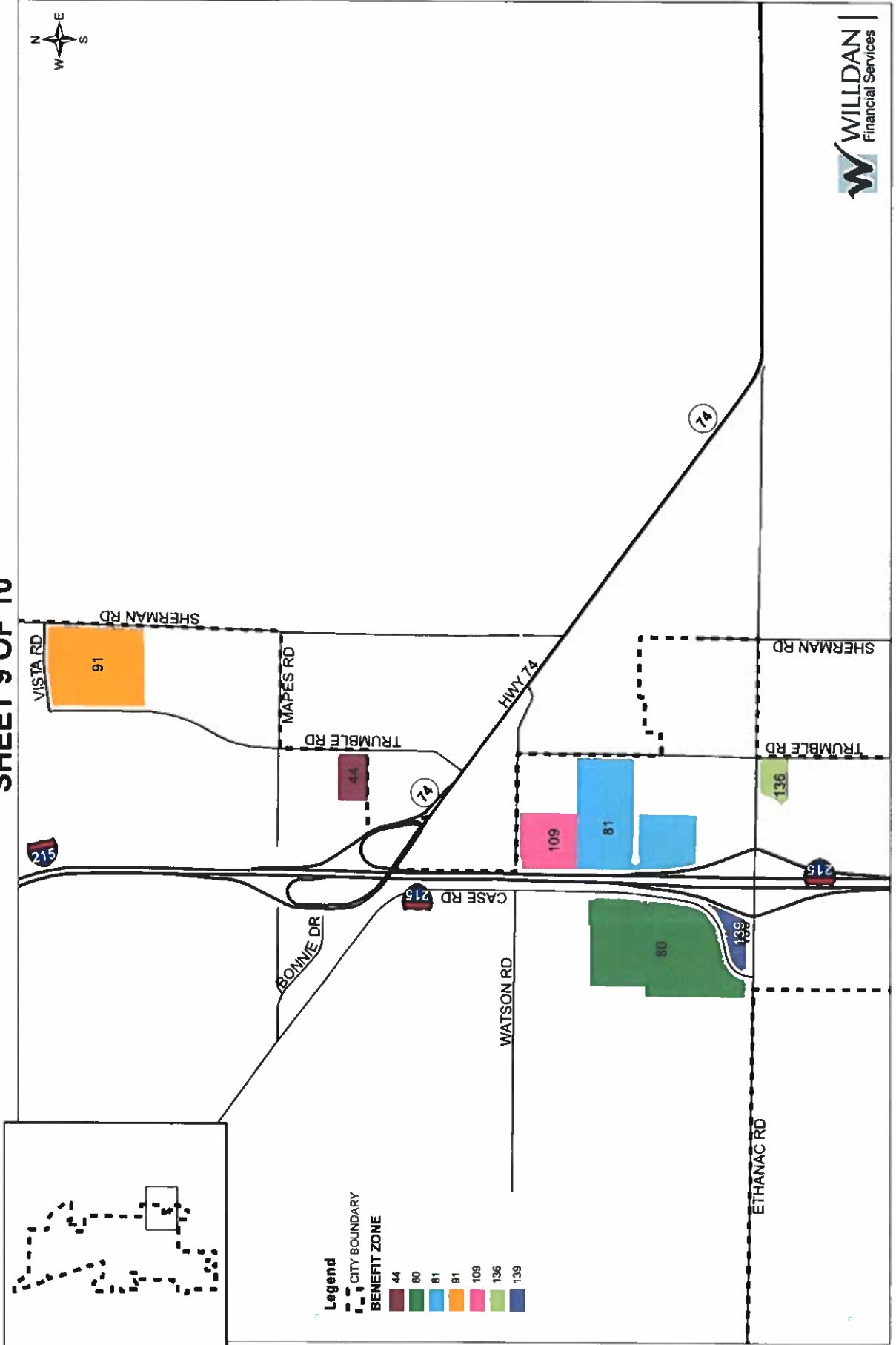
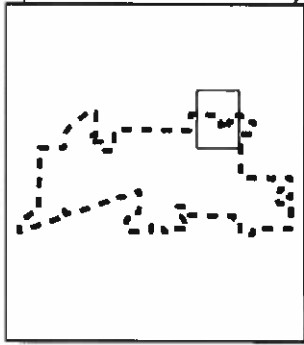


- Legend**
- CITY BOUNDARY
  - BENEFIT ZONE
    - █ 36
    - █ 53
    - █ 75
    - █ 127



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 9 OF 10**

VICINITY MAP



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

**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 10 OF 10**

ZONE	DESCRIPTION	SHEET	Assessed (Y/N)	ZONE	DESCRIPTION	SHEET	Assessed (Y/N)	ZONE	DESCRIPTION	SHEET	Assessed (Y/N)
1A	TT 20280	#N/A	Y	54	TT 31678	6	Y	108	PM 36462, PARCEL 2	4	Y
18	TT 17399	#N/A	Y	55	TT 31226	6	Y	109	CUP 13-07-0010	9	Y
2	TT 19893	5	Y	56	TT 31201	7	Y	110	SUPERCEDED BY BZ125		
3	TT 21131	6	Y	57	TT 31178	3	Y	111	PTN WISE & KNIGHTS	6	N
4	TT 20280	6	N	58	PENDING			112	PTN WISE & KNIGHTS	6	N
5	TT 20538	5	Y	59	TT 29425	5	Y	113	PM 36540	3	Y
6	CUP 87/37	4	N	60	TT 30773/31416	3	Y	114	CLEARWATER ES	5	Y
7	TT 21771	3	N	61	CUP 02-0215	4	N	115	DPR 14-00099	5	Y
8	TT 22719	7	Y	62	DPR 03-149	4	N	116	DPR 07-09-0018	2	Y
9	TT 22248	5	Y	63	TT 32262	3	Y	117	CUP 14-09-0001	5	N
10	SUPERCEDED BY BZ38			64	TT 33227/AMND 22832/ AMNB 22833	Y		118	CUP 15-05056	6	Y
11	TT 22988	5	Y	65	DPR 04-0343	2	Y	119	PM 37043 LOT 1	3	Y
12	TT 22988	5	Y	66	TT 32793/33720	5	Y	120	PM 37043 LOT 2	3	Y
13	TT 24081	6	Y	67	PM 31832	2	Y	121	DPR 05-0477	3	Y
14	TT 24541/23275	6	Y	68	PM 31743	3	N	122	PM 36726	2	Y
15	TT 23825	5	Y	69	TT 32769	7	Y	123	DPR 06-0140	2	Y
16	TT 23838	6	Y	70	TT 32707/32708	3	Y	124	PM 36266	6	Y
17	TT 22910	6	Y	71	TT 30780	3	Y	125	PM 36469	3	Y
18	TT 20645/31683	5	Y	72	TT 32249	3	Y	126	PM 36512/36582	2	Y
19	TT 20173	6	Y	73	TT 31660	5	Y	127	TT 36988/36989/37262	8	Y
20	TT 24715	6	Y	74	TT 32428	5	Y	128	CUP 16-05237	2	Y
21	TT 20211	5	Y	75	TT 31926	8	Y	129	CUP 02-0061	4	Y
22	TT 24809	7	Y	76	DPR 04-0314	5	Y	130	PM 37055	2	Y
23	PM 26437	5	Y	77	PENDING			131	PM 36678	2	Y
24	TT 24499	3	Y	78	TT 31651	6	N	132	CUP 16-05189	6	Y
25	DPR 08/92	6	N	79	TT 31240	6	N	133	DPR 06-0059	2	Y
26	TT 27502	7	N	80	PM 33266	9	Y	134	PM 37187	2	Y
27	PM 27544	5	Y	81	PM 34082	9	Y	135	DPR 16-00015	2	Y
28	PM 26618	3	N	82	PM 33759	4	N	136	CUP 16-05168	9	Y
29	SUPERCEDED BY BZ86			83	TT 34073	6	N	137	PM 35268	3	Y
30	DPR 99/0174	4	N	84	DPR 04-0464	3	Y	138	DPR 06-0635	3	Y
31	PUP 99/0079	4	N	85	DPR 06-0450	2	Y	139	PM 35762	9	Y
32	CUP 99-0185	7	N	86	CUP 06-0158	7	Y	140	CUP 98-0005	3	N
33	SUPERCEDED BY BZ143			87	PM 35676	4	Y	141	PCL 2, PM 33587	2	Y
34	DPR 97/0111	4	N	88	TT 33549	7	N	142	DPR 16-00013	3	Y
35	TT 29654/29993/29994	3	Y	89	CUP 09-01-008	2	Y	143	NW PERRIS & RAMONA	2	Y
36	TT 28986	8	Y	90	DPR 05-0192	2	Y	144	PR 17-05194	2	Y
37	TT 24111	5	Y	91	AQUATICS CTR	9	Y	145	PM 37304	3	Y
38	TT 22831	3	Y	92	DPR 07-0045	6	Y	146	PM 37343	2	Y
39	TT 30382	6	Y	93	CUP 12-06-0012	6	Y	147	PENDING		
40	TT 30144	5	Y	94	PM 33587	2	Y	148	TR 32497	5	Y
41	TT 26386	6	N	95	DPR 12-07-0011	6	Y	149	PM 36770	3	Y
42	TT 30380	3	Y	96	PM 36010	2	Y	150	PM 37278	2	N
43	DPR 01-0051	5	N	97	PM 34131	5	Y	151	DPR 19-00003	2	Y
44	DPR 02-0031	9	N	98	CUP 12-04-0015	6	Y	152	DPR 18-00006	2	N
45	DPR 01-0210	3	N	99	PM 36576	4	Y	153	PM 37457	2	Y
46	DPR 98-0071	6	N	100	DPR 12-03-0006	6	Y	154	TR 36648	3	N
47	WOODWORK CREATIONS	7	N	101	DPR 10-08-0009	7	Y	155	DPR 19-00002	2	N
48	PUP 99/0126	5	N	102	DPR 10-08-0009	7	Y	156	DPR 19-00007	3	Y
49	TT 30751	5	Y	103	SOUTHEAST HS	5	N	157	PM 37760	5	Y
50	TT 30490/30518	3	Y	104	TR 30850	5	Y	158	NOT ANNEXED		
51	TT 31114	3	Y	105	DPR 12-05-0013	6	Y	159	DPR 16-00014	7	N
52	TT 31241	3	Y	106	CUP 13-02-0014	6	Y	160	DPR 07-0119	4	Y
53	TT 30662/31564	8	Y	107	PM 36462, PARCEL 1	4	Y	161	DPR 18-00011	2	N

## **Attachment No. 2**

**Resolution to Preliminarily Approve Engineer's Report**

**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 LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING JULY 26, 2022 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO**

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

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

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

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

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

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

**Section 1.** That this City Council hereby declares its intention to levy and collect special assessments within the boundaries of the City of Perris Landscape Maintenance District Number 1 (the "District") for Fiscal Year 2022-2023 pursuant to the Landscaping and Lighting Act of 1972 to pay the costs of installation or construction of landscaping improvements and facilities and the ordinary and usual maintenance, operation and servicing of certain landscaping improvements within roadway right-of-way and public utility easements within the incorporated boundaries of the City of Perris as they existed on July 1, 2021, more particularly described on a map which is on file in the City Clerk's office entitled "Diagram of City of Perris Landscape Maintenance District Number 1".

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

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

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

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

**Section 6.** That this City Council has approved the Engineer's Report which report indicates the amount of the proposed assessment, the District boundary, assessment zones, detailed description of improvements, and the method of assessment. The Engineer's Report, which is fully titled "City of Perris, Landscape Maintenance District Number 1, Fiscal Year 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 assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The City Engineer shall file a report annually with this City Council of said District and this City Council will annually conduct a hearing upon said report at their regular meeting before August 31st, 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 July 26, 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 describe the property within the District owned by them.



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

**Section 11.** That this City Council does hereby designate, Staurt McKibbin, City Engineer, (951) 943-6504 as the person to answer inquiries regarding the District and the levying and collection of the proposed special assessments for Fiscal Year 2022-2023.

**ADOPTED, SIGNED and APPROVED** this 31st 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 31st day of May, 2022, by the following called vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

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

# Attachment No. 3

Resolution of Intent

**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 LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING JULY 26, 2022 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO**

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

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

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

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

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

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

**Section 1.** That this City Council hereby declares its intention to levy and collect special assessments within the boundaries of the City of Perris Landscape Maintenance District Number 1 (the "District") for Fiscal Year 2022-2023 pursuant to the Landscaping and Lighting Act of 1972 to pay the costs of installation or construction of landscaping improvements and facilities and the ordinary and usual maintenance, operation and servicing of certain landscaping improvements within roadway right-of-way and public utility easements within the incorporated boundaries of the City of Perris as they existed on July 1, 2021, more particularly described on a map which is on file in the City Clerk's office entitled "Diagram of City of Perris Landscape Maintenance District Number 1".

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

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

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

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

**Section 6.** That this City Council has approved the Engineer's Report which report indicates the amount of the proposed assessment, the District boundary, assessment zones, detailed description of improvements, and the method of assessment. The Engineer's Report, which is fully titled "City of Perris, Landscape Maintenance District Number 1, Fiscal Year 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 assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The City Engineer shall file a report annually with this City Council of said District and this City Council will annually conduct a hearing upon said report at their regular meeting before August 31st, 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 July 26, 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 describe the property within the District owned by them.

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

**Section 11.** That this City Council does hereby designate, Staurt McKibbin, City Engineer, (951) 943-6504 as the person to answer inquiries regarding the District and the levying and collection of the proposed special assessments for Fiscal Year 2022-2023.

**ADOPTED, SIGNED and APPROVED** this 31st 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 31st day of May, 2022, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar

## Attachment No. 4





# **CITY OF PERRIS**

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

**FISCAL YEAR 2022/23  
ENGINEER'S ANNUAL LEVY REPORT**

**INTENT MEETING: MAY 31, 2022  
PUBLIC HEARING: JULY 26, 2022**

27368 Via Industria  
Suite 200  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
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[www.willdan.com](http://www.willdan.com)



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

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

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

This Report describes the District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 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 31<sup>st</sup> 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 31<sup>st</sup> 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 26th day of July, 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**

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

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

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

This Report is prepared pursuant to a Resolution of the City Council ordering an Engineer's Report and in compliance with the requirements of Chapter 1, Article 4, Landscaping and Lighting Act of 1972, being Part 2, Division 15, Sections 22500 through 22679 of the Streets and Highways Code, State of California. This report covers the period from July 1, 2022 to June 30, 2023.

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

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

The City Council conducts the noticed public hearing to consider public testimonies, comments and written protests regarding the District and the levy of the proposed annual assessments. Based upon consideration of the public testimonies, comments and written protests regarding the District and the levy of the proposed annual assessments at the public hearing, the City Council may approve this Report (as submitted or amended), approve the assessment diagram, and confirm the assessments as described herein. In such case, the assessments for each benefitting parcel, as approved and described herein, shall be submitted to the Riverside County Auditor/Controller for inclusion on the Fiscal Year 2022/23 property tax roll.

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

### **C. PROPOSITION 218**

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

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

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

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

---

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

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

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

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

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

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

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

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

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

For Fiscal Year 2022/23, the District includes one hundred sixty- one (161) distinct Benefit Zones. Each Zone has specific improvements and services that provide a benefit to the parcels within the Zone. With proper maintenance and servicing, the landscaped improvements are kept in a healthy and vigorous condition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The public street landscaping includes the permanent landscape areas along:

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

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

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

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

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

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

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

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

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

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

The public street landscaping includes the permanent landscape areas along:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

The public street landscaping includes the permanent landscape areas along:

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

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

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

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

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

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

The public street landscaping includes the permanent landscape areas along:

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

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

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

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

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

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

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

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

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

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

The public street landscaping includes the permanent landscape areas along:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

These improvements are further identified as follows:

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

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

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

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

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

The location of these improvements is further identified as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Benefit Zone 110:** Superseded by Benefit Zone 125.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

It is noted that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Benefit Zone 143:** The landscape improvements include those on the plans and specifications for CUP 16-05258 located on Northwest Corner of Perris Boulevard and Ramona Expressway. There are two categories of improvements to be maintained for this zone.

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

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

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

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

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

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

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

**Benefit Zone 148:** The landscape improvements include those on the plans and specifications for TR 32497. The improvements to be maintained include the landscaping, irrigation, and appurtenances which include the parkways within the public right-of-way of Orange Avenue and Medical Center Drive along the frontage of Benefit Zone 148 and the detention basin shown as lot 131 of Tract Map 32497.

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

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

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

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

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

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

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

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

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

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

**Benefit Zone 154:** The landscape improvements include those on the plans and specifications for TR 36648. There are four categories of improvements to be maintained.

The first category of improvements to be maintained includes the landscaping, irrigation, and appurtenances within the parkways along the frontage of TR 36648 on Evans Road, the interior streets adjacent to the detention basins within TR 36648, and the main entrances from Evans Road. The improvements also include monument signage at the main street entrances off of Evans Road and the DG access trails between Evans Road and the Perris Valley Storm Channel.

The second category of improvements to be maintained includes the landscaping, irrigation, and appurtenances within the Evans Road medians along the frontage of TR 36648.

The third category of improvements to be maintained includes the maintenance of the detention basins located within TR 36648 along with the landscaping that is associated with said detention basins.

The fourth category of improvements to be maintained includes the parks and trails along the Perris Valley Storm Channel adjacent to the western border of Tracts 36648 and 36648-1. These improvements include landscaping and irrigation within this section that is within the Riverside County Flood Control easement to be maintained by the City of Perris.

**Benefit Zone 155:** The landscape improvements include those on the plans and specifications for DPR 19-00002. The landscaping, irrigation, and appurtenances to be maintained are the parkways within Patterson Avenue and Nance Street along the frontage of DPR 19-00002.

**Benefit Zone 156:** The landscape improvements include those on the plans and specifications for DPR 19-00007. The landscaping, irrigation, and appurtenances to be maintained are the parkways along Wilson Avenue along the frontage of DPR 19-00007.

**Benefit Zone 157:** The landscape improvements include those on the plans and specifications for PM 37760. The first category of improvements to be maintained includes the landscaping, irrigation, and appurtenances within Perris Boulevard parkways along the frontage of PM 37760 Parcels 1 & 2.

**Benefit Zone 158:** Annexation was not completed.

**Benefit Zone 159:** The landscape improvements include those on the plans and specifications for DPR 16-00014. There are two categories of improvements to be maintained under Benefit Zone 159.

The first category of improvements to be maintained includes the hardscape and appurtenances along the western frontage of “D” Street between 10th and the alley south of the subject property.

The second category of improvements to be maintained includes the landscaping, irrigation, and appurtenances along 10th street adjacent to the subject property in the City right-of-way. The property owner will be responsible for the maintenance of the improvements. However, if the property owner fails to adequately maintain the landscaping the levy shall commence upon default.

**Benefit Zone 160:** The landscape improvements include those on the plans and specifications for DPR 07-0119. The improvements to be maintained includes the landscaping, irrigation, and appurtenances within the Rider Street and Indian Avenue parkways and medians along the frontage of Benefit Zone 160.

**Benefit Zone 161:** The landscape improvements include those on the plans and specifications for DPR 18-00011. The landscaping, irrigation, and appurtenances to be maintained are the parkways along Perry Street and Barrett Avenue along the frontage of Benefit Zone 161.

**Park Areas (PK):**

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

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

**Open Space:**

Certain Benefit Zones listed above contribute towards open space/parks within the Landscape Maintenance District. The following table shows the open space/parks within the City that receive funding from certain Benefit Zones.

Park	Benefit Zone
Paragon Park	5
Copper Creek Park	9
Monument Park	53
El Nido Open Space	59
Goetz Road Park	75

**IT IS NOTED THAT ALL WALL MAINTENANCE FOR ANY BENEFIT ZONE IS LIMITED TO GRAFFITI REMOVAL UNLESS THE WALL IS WITHIN THE PUBLIC RIGHT OF WAY.**



### III. ESTIMATED COSTS OF IMPROVEMENTS

#### FISCAL YEAR 2022/23 COST ESTIMATE LANDSCAPE MAINTENANCE DISTRICT NO. 1 CITY OF PERRIS

Landscape Benefit Zone	Projected FY 2021/22 Balance	FY 2022/23 Assessment	Subtotal Funds	Maintenance Improvements and Utilities	Systems Management	Subtotal FY 2022/23 Costs	Tax Roll Reserve	Pending Projects/Replacement/ Special Reserve	Projected FY 2022/23 Surplus/(Deficit)
001A	39,401.76	13,051.36	52,453.12	6,911.00	1,579.90	8,490.90	4,245.45	39,716.77	0.00
001B	47,802.72	13,484.96	61,287.68	4,481.00	1,024.39	5,505.39	2,752.70	53,029.59	0.00
2	13,580.19	8,368.48	21,948.67	5,708.00	1,304.89	7,012.89	3,506.45	11,429.33	0.00
3	4,988.91	2,000.16	6,989.07	1,344.00	307.25	1,651.25	825.63	4,512.19	0.00
4	18,490.06	0.00	18,490.06	7,604.00	1,738.32	9,342.32	4,671.16	4,476.58	0.00
5	255,780.67	68,789.28	324,569.95	22,573.00	5,160.33	27,733.33	13,866.67	282,969.95	0.00
8	32,595.16	7,818.58	40,413.74	2,175.00	497.22	2,672.22	1,336.11	36,405.41	0.00
9	41,961.71	19,047.82	61,009.53	33,105.00	7,568.02	40,673.02	20,336.51	0.00	(0.00)
11	26,935.44	15,590.88	42,526.32	12,280.00	2,807.29	15,087.29	7,543.65	19,895.38	0.00
12	48,899.29	13,462.62	62,361.91	4,319.00	987.35	5,306.35	2,653.18	54,402.38	0.00
13	5,778.53	7,042.20	12,820.73	2,702.00	617.69	3,319.69	1,659.85	7,841.19	0.00
14	7,228.89	9,705.60	16,934.49	9,189.00	2,100.66	11,289.66	5,644.83	0.00	0.00
15	15,781.17	14,456.96	30,238.13	16,170.00	3,696.57	19,866.57	9,933.29	438.27	0.00
16	15,159.82	6,478.00	21,637.82	4,472.00	1,022.33	5,494.33	2,747.17	13,396.32	0.00
17	3,245.22	2,350.14	5,595.36	1,691.00	386.57	2,077.57	1,038.79	2,479.00	0.00
18	11,231.27	3,617.60	14,848.87	1,858.00	424.75	2,282.75	1,141.38	11,424.74	0.00
19	16,268.98	6,996.24	23,265.22	4,987.00	1,140.06	6,127.06	3,063.53	14,074.63	0.00
20	21,328.77	5,899.12	27,227.89	3,487.00	797.15	4,284.15	2,142.08	20,801.66	0.00
21	51,030.94	17,609.58	68,640.52	8,465.00	1,935.15	10,400.15	5,200.08	53,040.29	0.00
22	11,356.04	7,672.00	19,028.04	10,325.00	2,360.36	12,685.36	6,342.68	0.00	0.00



Landscape Benefit Zone	Projected FY 2021/22 Balance	FY 2022/23 Assessment	Subtotal Funds	Maintenance Improvements and Utilities	Systems Management	Subtotal FY 2022/23 Costs	Tax Roll Reserve	Pending Projects/Replacement/ Special Reserve	Projected FY 2022/23 Surplus/(Deficit)
23	24,891.00	12,446.08	37,337.08	11,958.00	2,733.68	14,691.68	7,345.84	15,299.56	0.00
24	89,369.23	87,432.40	176,801.63	54,923.00	12,555.75	67,478.75	33,739.38	75,583.50	0.00
27	80,081.15	21,711.56	101,792.71	5,150.00	1,177.32	6,327.32	3,163.66	92,301.73	0.00
28	6,612.36	0.00	6,612.36	3,588.00	820.24	4,408.24	2,204.12	0.00	0.00
35	31,656.88	40,781.30	72,438.18	26,094.00	5,965.26	32,059.26	16,029.63	24,349.29	0.00
36	46,238.60	40,188.40	86,427.00	37,183.00	8,500.27	45,683.27	22,841.64	17,902.09	0.00
37	6,815.22	11,001.18	17,816.40	6,994.00	1,598.87	8,592.87	4,296.44	4,927.09	0.00
39	37,616.12	13,749.70	51,365.82	4,541.00	1,038.10	5,579.10	2,789.55	42,997.17	0.00
40	9,602.20	8,048.16	17,650.36	5,415.00	1,237.90	6,652.90	3,326.45	7,671.01	0.00
42	110,994.76	37,201.45	148,196.21	14,856.00	3,396.18	18,252.18	9,126.09	120,817.94	0.00
49	9,313.32	11,475.30	20,788.62	6,112.00	1,397.24	7,509.24	3,754.62	9,524.76	0.00
50	56,071.09	62,313.16	118,384.25	27,073.00	6,189.06	33,262.06	16,631.03	68,491.16	0.00
51	10,674.22	9,776.76	20,450.98	3,665.00	837.84	4,502.84	2,251.42	13,696.72	0.00
52	61,150.60	62,997.20	124,147.80	59,622.00	13,629.97	73,251.97	36,625.99	14,269.84	0.00
53	578,653.14	333,799.52	912,452.66	233,543.00	53,389.43	286,932.43	143,466.22	482,054.01	0.00
54	13,272.77	16,403.61	29,676.38	16,103.00	3,681.25	19,784.25	9,892.13	0.00	0.00
55	6,011.37	9,655.20	15,666.57	8,501.00	1,943.38	10,444.38	5,222.19	0.00	(0.00)
56	37,922.39	13,043.50	50,965.89	7,444.00	1,701.75	9,145.75	4,572.88	37,247.26	0.00
57	26,742.13	35,187.13	61,929.26	25,721.00	5,879.99	31,600.99	15,800.50	14,527.77	0.00
59	101,581.38	46,846.77	148,428.15	41,346.00	9,451.96	50,797.96	25,398.98	72,231.21	0.00
60	108,795.28	52,371.18	161,166.46	38,295.00	8,754.48	47,049.48	23,524.74	90,592.24	0.00





Landscape Benefit Zone	Projected FY 2021/22 Balance	FY 2022/23 Assessment	Subtotal Funds	Maintenance Improvements and Utilities	Systems Management	Subtotal FY 2022/23 Costs	Tax Roll Reserve	Pending Projects/Replacement/ Special Reserve	Projected FY 2022/23 Surplus/(Deficit)
63	37,199.81	38,944.40	76,144.21	22,385.00	5,117.35	27,502.35	13,751.18	34,890.68	0.00
65	10,876.74	2,985.68	13,862.42	1,868.00	427.04	2,295.04	1,147.52	10,419.86	0.00
66	7,180.78	10,710.56	17,891.34	6,462.00	1,477.25	7,939.25	3,969.63	5,982.46	0.00
67	37,668.87	10,858.95	48,527.82	5,365.00	1,226.47	6,591.47	3,295.74	38,640.61	0.00
69	9,777.07	1,660.03	11,437.10	6,206.00	1,418.73	7,624.73	3,812.37	0.00	0.00
70	51,966.34	54,006.47	105,972.81	38,375.00	8,772.77	47,147.77	23,573.89	35,251.15	0.00
71	23,276.01	26,919.93	50,195.94	20,196.00	4,616.94	24,812.94	12,406.47	12,976.53	0.00
72	72,797.07	37,656.63	110,453.70	28,515.00	6,518.71	35,033.71	17,516.86	57,903.13	0.00
73	27,840.48	15,067.10	42,907.58	8,464.00	1,934.92	10,398.92	5,199.46	27,309.20	0.00
74	28,708.88	14,846.25	43,555.13	12,656.00	2,893.24	15,549.24	7,774.62	20,231.27	0.00
75	137,653.04	103,231.84	240,884.88	130,709.00	29,880.92	160,589.92	80,294.96	0.00	0.00
76	8,065.27	3,664.49	11,729.76	2,392.00	546.83	2,938.83	1,469.42	7,321.51	0.00
80	8,772.46	13,843.74	22,616.20	12,272.00	2,805.46	15,077.46	7,538.73	0.01	0.00
81	(2,171.03)	14,867.82	12,696.79	6,201.00	1,417.59	7,618.59	3,809.30	1,268.90	0.00
84	33,849.15	9,876.68	43,725.83	4,229.00	966.78	5,195.78	2,597.89	35,932.16	0.00
85	19,076.70	5,799.44	24,876.14	4,842.00	1,106.91	5,948.91	2,974.46	15,952.77	0.00
86	25,191.29	9,822.15	35,013.44	18,999.00	4,343.29	23,342.29	11,671.15	0.00	0.00
87	56,478.08	14,971.25	71,449.33	5,208.00	1,190.58	6,398.58	3,199.29	61,851.46	0.00
89	2,424.26	1,347.98	3,772.24	1,910.00	436.64	2,346.64	1,173.32	252.28	0.00
90	54,206.51	18,280.08	72,486.59	7,165.00	1,637.96	8,802.96	4,401.48	59,282.15	0.00



Landscape Benefit Zone	Projected FY 2021/22 Balance	FY 2022/23 Assessment	Subtotal Funds	Maintenance Improvements and Utilities	Systems Management	Subtotal FY 2022/23 Costs	Tax Roll Reserve	Pending Projects/Replacement/ Special Reserve	Projected FY 2022/23 Surplus/(Deficit)
91	29,063.35	9,087.48	38,150.83	4,145.00	947.57	5,092.57	2,546.29	30,511.97	0.00
92	16,019.14	5,845.89	21,865.03	3,800.00	868.70	4,668.70	2,334.35	14,861.98	0.00
93	1,491.99	1,136.93	2,628.92	1,120.00	256.04	1,376.04	688.02	564.86	0.00
94	98,750.52	47,522.77	146,273.29	40,433.00	9,243.24	49,676.24	24,838.12	71,758.93	0.00
95	1,419.66	1,851.51	3,271.17	1,775.00	405.78	2,180.78	1,090.39	0.00	0.00
96	115,983.39	51,820.81	167,804.20	30,433.00	6,957.18	37,390.18	18,695.09	111,718.93	0.00
97	90,788.01	38,838.19	129,626.20	19,287.00	4,409.13	23,696.13	11,848.07	94,082.00	0.00
98	25,693.38	10,985.65	36,679.03	6,250.00	1,428.79	7,678.79	3,839.40	25,160.84	0.00
99	16,125.42	8,489.20	24,614.61	3,031.00	692.91	3,723.91	1,861.96	19,028.74	0.00
100	5,007.08	2,862.18	7,869.26	2,800.00	640.10	3,440.10	1,720.05	2,709.11	0.00
101	25,988.62	4,258.20	30,246.82	1,465.00	334.91	1,799.91	899.96	27,546.95	0.00
102	16,995.04	2,838.80	19,833.84	1,441.00	329.42	1,770.42	885.21	17,178.21	0.00
103	8,274.95	0.00	8,274.95	1,573.00	359.60	1,932.60	966.30	5,376.05	0.00
104	513,454.16	125,612.00	639,066.16	39,508.00	9,031.78	48,539.78	24,269.89	566,256.49	0.00
105	49,933.12	13,064.24	62,997.36	7,015.00	1,603.67	8,618.67	4,309.34	50,069.35	0.00
106	3,286.11	1,722.10	5,008.21	1,700.00	388.63	2,088.63	1,044.32	1,875.26	0.00
107	74,602.92	34,336.02	108,938.94	23,399.00	5,349.16	28,748.16	14,374.08	65,816.70	0.00
108	6,008.81	13,979.40	19,988.21	10,846.00	2,479.47	13,325.47	6,662.74	0.00	0.00
109	4,084.72	2,460.45	6,545.17	1,800.00	411.49	2,211.49	1,105.75	3,227.93	0.00
113	18,114.57	17,569.06	35,683.64	12,619.00	2,884.78	15,503.78	7,751.89	12,427.97	0.00



Landscape Benefit Zone	Projected FY 2021/22 Balance	FY 2022/23 Assessment	Subtotal Funds	Maintenance Improvements and Utilities	Systems Management	Subtotal FY 2022/23 Costs	Tax Roll Reserve	Pending Projects/Replacement/Special Reserve	Projected FY 2022/23 Surplus/(Deficit)
114	14,549.05	17,713.85	32,262.90	3,300.00	754.40	4,054.40	2,027.20	26,181.30	0.00
115	12,724.90	5,669.03	18,393.93	3,590.00	820.70	4,410.70	2,205.35	11,777.88	0.00
116	29,695.31	11,963.19	41,658.50	8,514.00	1,946.36	10,460.36	5,230.18	25,967.96	0.00
118	632.28	1,182.98	1,815.26	985.00	225.18	1,210.18	605.09	0.00	(0.01)
119	8,659.64	5,191.21	13,850.85	1,700.00	388.63	2,088.63	1,044.32	10,717.90	0.00
120	4,246.11	2,953.74	7,199.85	1,547.00	353.65	1,900.65	950.33	4,348.87	0.00
121	63,037.57	29,943.60	92,981.17	11,956.00	2,733.22	14,689.22	7,344.61	70,947.34	0.00
122	66,258.08	23,227.21	89,485.29	7,833.00	1,790.67	9,623.67	4,811.84	75,049.78	0.00
123	1,965.24	5,157.60	7,122.84	3,865.00	883.56	4,748.56	2,374.28	0.00	0.00
124	3,422.92	3,887.87	7,310.79	2,266.00	518.02	2,784.02	1,392.01	3,134.76	0.00
125	158,324.90	59,865.24	218,190.14	31,685.00	7,243.39	38,928.39	19,464.20	159,797.55	0.00
126	49,502.10	23,013.81	72,515.91	10,258.00	2,345.04	12,603.04	6,301.52	53,611.35	0.00
127	45,426.60	92,188.14	137,614.74	44,245.00	10,114.69	54,359.69	27,179.85	56,075.20	0.00
128	(102.86)	201.85	98.99	53.71	12.28	65.99	33.00	0.00	0.00
129	20,547.98	15,661.62	36,209.60	7,800.00	1,783.13	9,583.13	4,791.57	21,834.90	0.00
130	55,753.09	38,150.51	93,903.60	18,229.00	4,167.27	22,396.27	11,198.14	60,309.19	0.00
131	53,115.23	38,400.00	91,515.23	6,442.00	1,472.68	7,914.68	3,957.34	79,643.21	0.00
132	191.54	1,104.03	1,295.57	703.00	160.71	863.71	431.86	0.00	(0.01)
133	55,893.69	4,950.00	60,843.69	3,038.00	694.51	3,732.51	1,866.26	55,244.92	0.00
134	17,308.83	25,791.87	43,100.70	13,574.00	3,103.10	16,677.10	8,338.55	18,085.05	0.00



Landscape Benefit Zone	Projected FY 2021/22 Balance	FY 2022/23 Assessment	Subtotal Funds	Maintenance Improvements and Utilities	Systems Management	Subtotal FY 2022/23 Costs	Tax Roll Reserve	Pending		Projected FY 2022/23 Surplus/(Deficit)
								Replacement/ Special Reserve	Projects/ Special Reserve	
135	17,020.92	9,488.82	26,509.74	5,660.00	1,293.91	6,953.91	3,476.96	16,078.87	0.00	0.00
136	12,062.72	8,799.98	20,862.71	2,238.00	511.62	2,749.62	1,374.81	16,738.28	0.00	0.00
137	5,265.81	13,493.16	18,758.97	10,179.00	2,326.98	12,505.98	6,252.99	0.00	0.00	(0.00)
138	4,327.52	15,210.20	19,537.72	7,786.00	1,779.93	9,565.93	4,782.97	5,188.82	0.00	0.00
139	4,708.59	6,683.56	11,392.14	3,611.00	825.50	4,436.50	2,218.25	4,737.39	0.00	0.00
141	6,565.29	6,775.21	13,340.50	4,855.00	1,109.88	5,964.88	2,982.44	4,393.18	0.00	0.00
142	26,593.96	18,195.75	44,789.71	4,330.00	989.87	5,319.87	2,659.94	36,809.90	0.00	0.00
143	0.00	4,715.00	4,715.00	975.00	222.89	1,197.89	598.95	2,918.16	0.00	0.00
144	1,117.46	1,342.83	2,460.29	1,335.00	305.19	1,640.19	820.10	0.00	0.00	(0.00)
145	6,519.03	23,400.66	29,919.69	12,597.00	2,879.76	15,476.76	7,738.38	6,704.55	0.00	0.00
146	5,968.74	11,700.15	17,668.89	4,124.00	942.77	5,066.77	2,533.39	10,068.73	0.00	0.00
148	0.00	15,138.56	15,138.56	7,334.00	1,676.60	9,010.60	4,505.30	1,622.66	0.00	0.00
149	9,109.35	20,892.65	30,002.00	9,173.00	2,097.01	11,270.01	5,635.01	13,096.98	0.00	0.00
151	4,114.25	17,969.34	22,083.59	11,983.00	2,739.39	14,722.39	7,361.20	0.00	0.00	0.00
153	0.00	27,786.00	27,786.00	12,945.00	2,959.31	15,904.31	7,952.16	3,929.53	0.00	0.00
156	4,133.14	5,468.42	9,601.56	5,210.00	1,191.04	6,401.04	3,200.52	0.00	0.00	0.00
157	1,995.61	8,462.90	10,458.51	5,675.00	1,297.34	6,972.34	3,486.17	0.00	0.00	0.00
160	6,909.02	21,917.77	28,826.79	15,642.00	3,575.86	19,217.86	9,608.93	0.00	0.00	0.00
PK 4	42,572.20	165,544.08	208,116.28	42,561.00	9,729.72	52,290.72	26,145.36	129,680.20	0.00	0.00
PK12	56,677.79	97,466.67	154,144.46	59,091.02	13,508.59	72,599.61	36,299.81	45,245.04	0.00	0.00
PK13	40,395.00	46,725.22	87,120.22	40,298.28	9,212.45	49,510.73	24,755.37	12,854.12	0.00	0.00
PK 14	95,615.41	158,481.73	254,097.14	116,962.68	26,738.42	143,701.10	71,850.55	38,545.49	0.00	0.00
PK 16	128,332.41	264,408.19	392,740.60	156,984.12	35,887.58	192,871.70	96,435.85	103,433.05	0.00	0.00
PK 18	83,410.26	99,531.01	182,941.27	102,032.58	23,325.30	125,357.88	62,678.94	0.00	0.00	(5,095.55)
PK 19	18,362.41	64,668.32	83,030.73	22,462.03	5,134.95	27,596.98	13,798.49	41,635.26	0.00	0.00
PK 21	0.00	25,935.00	25,935.00	0.00	0.00	0.00	10,719.01	15,215.99	0.00	0.00
Totals <sup>(1)</sup>	\$5,157,762.53	\$3,539,932.01	\$8,697,694.54	\$2,208,459.42	\$504,867.95	\$2,713,327.37	\$1,367,383.00	\$4,622,079.73	\$4,622,079.73	(\$5,095.56)

(1) Totals may not foot due to rounding.

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

Systems Management	FY 2022/23
Administration & Operations	\$478,051.00
Office of the City Clerk	1,150.00
Assessment Engineering	18,500.00
County Charges	7,167.00
<b>Total Systems Management</b>	<b>\$504,868.00</b>

## **IV. METHOD OF APPORTIONMENT**

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

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

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

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

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

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

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

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

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

## **B. GENERAL BENEFIT ANALYSIS**

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

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

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

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

## **C. ASSESSMENT METHODOLOGY**

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

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

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

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

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

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

$$\text{Total Balance to Levy} / \text{Total BU in Zone} = \text{Levy per BU (rate)}$$

$$\text{Assessed Parcel BU} \times \text{Levy per BU (rate)} = \text{Parcel Levy Amount}$$

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

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

For Benefit Zones 25 through 161 the maximum assessment rate will be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record (ENR). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year. For Fiscal Year 2022/23, the ENR increase is 1.3%.

For Fiscal Year 2022/23, some of the maintenance expenditure costs are increasing higher than the ENR rate due to inflationary rates tied to the U.S. Consumer Price Index (CPI) rather than the ENR. Even though assessments in several zones have been increased greater than the ENR increase of 1.3%, the rates per zone remain below the approved maximum annual assessments.

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

For the current maximum annual assessment and the levy assessed for the fiscal year commencing July 1, 2022 to June 30, 2023, reference is made to the Assessment Roll included herein as Exhibit B.



## V. ASSESSMENT ROLL

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

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

The proposed assessment for Fiscal Year 2022/23 may be less than or equal to the maximum assessment rate previously approved for each of the various Benefit Zones within the District. Any proposed assessment that exceeds the maximum assessment rate requires property owner ballot proceedings for the incremental assessment increase.

The number of Benefit Units, the Fiscal Year 2022/23 assessment per Benefit Unit and total, and the maximum assessment per Benefit Unit and total, by Benefit Zone, are listed on the following page.

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



**FISCAL YEAR 2022/23 ASSESSMENT ROLL (BY BENEFIT ZONE)  
LANDSCAPING MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS**

Benefit Zone	Benefit Units	Landscaping				Parks				Total
		Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	
001A	301.00	\$43.36	\$13,051.36	\$43.36	\$13,051.36	\$0.00	\$0.00	\$0.00	\$0.00	\$13,051.36
001B	311.00	43.36	13,484.96	43.36	13,484.96	0.00	0.00	0.00	0.00	13,484.96
2	193.00	43.36	8,368.48	43.36	8,368.48	0.00	0.00	0.00	0.00	8,368.48
3	18.00	111.12	2,000.16	111.12	2,000.16	0.00	0.00	0.00	0.00	2,000.16
4	144.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	708.00	97.16	68,789.28	97.16	68,789.28	0.00	0.00	0.00	0.00	68,789.28
6	14.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	1,643.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	77.00	101.54	7,818.58	101.54	7,818.58	0.00	0.00	0.00	0.00	7,818.58
9	187.00	101.86	19,047.82	101.86	19,047.82	0.00	0.00	0.00	0.00	19,047.82
11	162.00	96.24	15,590.88	96.24	15,590.88	0.00	0.00	0.00	0.00	15,590.88
12	177.00	76.06	13,462.62	76.06	13,462.62	0.00	0.00	0.00	0.00	13,462.62
13	97.00	72.60	7,042.20	72.60	7,042.20	0.00	0.00	0.00	0.00	7,042.20
14	144.00	67.40	9,705.60	67.40	9,705.60	0.00	0.00	0.00	0.00	9,705.60
15	196.00	73.76	14,456.96	73.76	14,456.96	0.00	0.00	0.00	0.00	14,456.96
16	100.00	64.78	6,478.00	64.78	6,478.00	0.00	0.00	0.00	0.00	6,478.00
17	39.00	60.26	2,350.14	60.26	2,350.14	0.00	0.00	0.00	0.00	2,350.14
18	112.00	32.30	3,617.60	80.14	8,975.68	0.00	0.00	0.00	0.00	3,617.60
19	246.00	28.44	6,996.24	28.44	6,996.24	0.00	0.00	0.00	0.00	6,996.24
20	38.00	155.24	5,899.12	155.24	5,899.12	0.00	0.00	0.00	0.00	5,899.12



Benefit Zone	Benefit Units	Landscaping				Parks			Total	
		Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit		Maximum Assessment
21	271.00	64.98	17,609.58	64.98	17,609.58	0.00	0.00	0.00	0.00	17,609.58
22	100.00	76.72	7,672.00	76.72	7,672.00	0.00	0.00	0.00	0.00	7,672.00
23	5,038.90	2.47	12,446.08	2.47	12,446.08	0.00	0.00	0.00	0.00	12,446.08
24	620.00	141.02	87,432.40	141.02	87,432.40	0.00	0.00	0.00	0.00	87,432.40
25	731.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	40.22	539.82	21,711.56	586.64	23,594.60	0.00	0.00	0.00	0.00	21,711.56
28	5.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	19.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	112.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	2.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	322.00	126.65	40,781.30	299.42	96,414.06	109.78	35,349.16	109.78	35,349.16	76,130.46
36	310.00	129.64	40,188.40	129.64	40,189.56	0.00	0.00	0.00	0.00	40,188.40
37	181.00	60.78	11,001.18	98.22	17,777.91	0.00	0.00	0.00	0.00	11,001.18
38	1,094.00	0.00	0.00	0.00	0.00	151.32	165,544.08	151.32	165,544.08	165,544.08
39	109.00	126.14	13,749.70	147.97	16,128.61	0.00	0.00	0.00	0.00	13,749.70
40	92.00	87.48	8,048.16	87.48	8,048.41	0.00	0.00	0.00	0.00	8,048.16
41	33.00	0.00	0.00	123.45	4,073.99	0.00	0.00	0.00	0.00	0.00
42	142.00	261.98	37,201.45	286.49	40,681.09	84.41	11,986.22	84.41	11,986.22	49,187.67



Benefit Zone	Benefit Units	Landscaping				Parks			Total
		Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	
43	2.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44	3.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45	9.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46	8.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
47	7.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48	4.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
49	58.00	197.85	11,475.30	197.85	11,475.24	0.00	0.00	0.00	11,475.30
50	494.00	126.14	62,313.16	126.15	62,317.55	376.25	185,867.50	376.25	185,867.50
51	103.00	94.92	9,776.76	125.11	12,885.87	0.00	0.00	0.00	9,776.76
52	200.00	314.99	62,997.20	419.09	83,817.65	0.00	0.00	0.00	62,997.20
53	519.00	643.16	333,799.52	714.19	370,662.15	0.00	0.00	0.00	333,799.52
54	67.00	244.83	16,403.61	244.83	16,403.74	0.00	0.00	0.00	16,403.61
55	81.00	119.20	9,655.20	119.20	9,655.20	0.00	0.00	0.00	9,655.20
56	95.00	137.30	13,043.50	168.96	16,051.04	0.00	0.00	0.00	13,043.50
57	147.00	239.37	35,187.13	266.74	39,211.24	72.91	10,717.77	72.91	10,717.77
59	378.00	123.93	46,846.77	241.31	91,213.94	0.00	0.00	0.00	46,846.77
60	393.00	133.26	52,371.18	139.25	54,724.06	296.87	116,669.91	296.87	116,669.91
61	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62	2.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63	334.00	116.60	38,944.40	116.61	38,946.55	451.19	150,697.46	451.19	150,697.46
									189,641.86



Benefit Zone	Benefit Units	Landscaping				Parks				Total FY 2022/23 Assessment
		Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	
64	247.00	0.00	0.00	77.05	19,031.05	257.02	53,483.94	257.02	63,483.94	63,483.94
65	1.00	2,985.68	2,985.68	3,244.61	3,244.61	0.00	0.00	0.00	0.00	2,985.68
66	112.00	95.63	10,710.56	133.87	14,993.21	0.00	0.00	0.00	0.00	10,710.56
67	24.16	449.46	10,858.95	488.44	11,800.67	0.00	0.00	0.00	0.00	10,858.95
68	8.01	0.00	0.00	266.35	2,133.45	0.00	0.00	0.00	0.00	0.00
69	19.00	87.37	1,660.03	87.37	1,660.05	0.00	0.00	0.00	0.00	1,660.03
70	371.00	145.57	54,006.47	224.17	83,165.87	0.00	0.00	0.00	0.00	54,006.47
71	199.00	135.28	26,919.93	135.28	26,919.93	451.19	89,786.81	451.19	89,786.81	116,706.74
72	279.00	134.97	37,656.63	134.97	37,657.22	382.79	106,798.41	382.79	106,798.41	144,455.04
73	170.00	88.63	15,067.10	141.92	24,126.62	0.00	0.00	247.00	41,989.96	15,067.10
74	75.00	197.95	14,846.25	254.34	19,075.80	0.00	0.00	0.00	0.00	14,846.25
75	386.00	267.44	103,231.84	267.44	103,232.66	0.00	0.00	0.00	0.00	103,231.84
76	4.42	829.07	3,664.49	829.07	3,664.49	0.00	0.00	0.00	0.00	3,664.49
78	57.00	0.00	0.00	46.15	2,630.68	0.00	0.00	0.00	0.00	0.00
79	168.00	0.00	0.00	227.45	38,211.41	0.00	0.00	0.00	0.00	0.00
80	34.35	403.02	13,843.74	403.02	13,843.81	0.00	0.00	0.00	0.00	13,843.74
81	23.76	625.75	14,867.82	1,631.36	38,761.01	0.00	0.00	0.00	0.00	14,867.82
82	23.75	0.00	0.00	133.61	3,173.35	0.00	0.00	0.00	0.00	0.00
83	9.00	0.00	0.00	680.04	6,120.33	0.00	0.00	0.00	0.00	0.00
84	1.00	9,876.68	9,876.68	10,316.32	10,316.32	0.00	0.00	0.00	0.00	9,876.68



Benefit Zone	Benefit Units	Landscaping				Parks				Total
		Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	
85	1.00	5,799.44	5,799.44	6,302.39	6,302.39	0.00	0.00	0.00	0.00	5,799.44
86	1.00	9,822.15	9,822.15	60,254.29	60,254.29	0.00	0.00	0.00	0.00	9,822.15
87	85.55	175.00	14,971.25	305.41	26,127.77	0.00	0.00	0.00	0.00	14,971.25
88	127.00	0.00	0.00	100.92	12,816.21	0.00	0.00	0.00	0.00	0.00
89	1.00	1,347.98	1,347.98	1,347.98	1,347.98	0.00	0.00	0.00	0.00	1,347.98
90	1.00	18,280.08	18,280.08	25,225.92	25,225.92	0.00	0.00	0.00	0.00	18,280.08
91	1.00	9,087.48	9,087.48	9,087.48	9,087.48	0.00	0.00	0.00	0.00	9,087.48
92	1.33	4,395.41	5,845.89	4,549.13	6,050.34	0.00	0.00	0.00	0.00	5,845.89
93	1.00	1,136.93	1,136.93	1,136.93	1,136.93	0.00	0.00	0.00	0.00	1,136.93
94	75.02	633.47	47,522.77	820.94	61,586.56	0.00	0.00	0.00	0.00	47,522.77
95	1.00	1,851.51	1,851.51	1,851.51	1,851.51	0.00	0.00	0.00	0.00	1,851.51
96	90.69	571.41	51,820.81	788.21	71,482.33	0.00	0.00	0.00	0.00	51,820.81
97	45.23	858.68	38,838.19	1,075.90	48,662.83	0.00	0.00	0.00	0.00	38,838.19
98	1.00	10,985.65	10,985.65	11,369.87	11,369.87	0.00	0.00	0.00	0.00	10,985.65
99	2.75	3,086.98	8,489.20	3,086.99	8,489.21	0.00	0.00	0.00	0.00	8,489.20
100	1.00	2,862.18	2,862.18	2,862.18	2,862.18	0.00	0.00	0.00	0.00	2,862.18
101	60.00	70.97	4,258.20	70.97	4,258.25	62.66	3,759.60	62.66	3,759.60	8,017.80
102	40.00	70.97	2,838.80	70.97	2,838.83	62.66	2,506.40	62.66	2,506.40	5,345.20
103	1.00	0.00	0.00	2,749.40	2,749.40	0.00	0.00	0.00	0.00	0.00
103	1.00	0.00	0.00	46,116.02	46,116.02	0.00	0.00	0.00	0.00	0.00

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



Benefit Zone	Benefit Units	Landscaping				Parks				Total
		Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	
104	496.00	253.25	125,612.00	496.25	246,139.23	0.00	0.00	0.00	0.00	125,612.00
105	1.00	13,064.24	13,064.24	23,630.53	23,630.53	0.00	0.00	0.00	0.00	13,064.24
106	M & P	1,722.10	1,722.10	3,470.19	3,470.19	0.00	0.00	0.00	0.00	1,722.10
107	M & P	34,336.02	34,336.02	52,707.29	52,707.29	0.00	0.00	0.00	0.00	34,336.02
108	M & P	13,979.40	13,979.40	24,276.88	24,276.88	0.00	0.00	0.00	0.00	13,979.40
109	1.00	2,460.45	2,460.45	3,051.24	3,051.24	0.00	0.00	0.00	0.00	2,460.45
111	M & P	0.00	0.00	993.70	993.70	0.00	0.00	0.00	0.00	0.00
112	M & P	0.00	0.00	2,066.45	2,066.45	0.00	0.00	0.00	0.00	0.00
113	M & P	564.74	17,569.06	815.75	25,377.94	0.00	0.00	0.00	0.00	17,569.06
114	M & P	1,261.67	17,713.85	1,278.07	17,944.13	0.00	0.00	0.00	0.00	17,713.85
115	M & P	5,669.03	5,669.03	6,051.36	6,051.36	0.00	0.00	0.00	0.00	5,669.03
116	M & P	1,320.44	11,963.19	1,944.05	17,613.08	0.00	0.00	0.00	0.00	11,963.19
117	M, E, & S	0.00	0.00	27,600.97	38,089.34	0.00	0.00	0.00	0.00	0.00
118	0.48	2,464.55	1,182.98	2,464.55	1,182.98	0.00	0.00	0.00	0.00	1,182.98
119	M & P	5,191.21	5,191.21	5,380.13	5,380.13	0.00	0.00	0.00	0.00	5,191.21
120	M & P	2,953.74	2,953.74	3,061.23	3,061.23	0.00	0.00	0.00	0.00	2,953.74
121	M & P	1,372.93	29,943.60	1,412.53	30,807.22	0.00	0.00	0.00	0.00	29,943.60
122	43.15	538.29	23,227.21	557.88	24,072.49	0.00	0.00	0.00	0.00	23,227.21
123	1.00	5,157.60	5,157.60	5,157.60	5,157.60	0.00	0.00	0.00	0.00	5,157.60
124	M & P	759.35	3,887.87	977.67	5,005.65	0.00	0.00	0.00	0.00	3,887.87

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



Benefit Zone	Benefit Units	Landscaping				Parks				Total
		Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	
125	M & P	711.07	59,865.24	894.75	75,329.21	0.00	0.00	0.00	0.00	59,865.24
126	M & P	335.87	23,013.81	348.11	23,852.31	0.00	0.00	0.00	0.00	23,013.81
127		182.19	92,188.14	490.22	248,051.87	0.00	0.00	160.84	81,385.04	92,188.14
128		201.85	201.85	201.85	201.85	0.00	0.00	0.00	0.00	201.85
129		2,093.80	15,661.62	2,131.49	15,943.57	0.00	0.00	0.00	0.00	15,661.62
130	E, M, P, S	1,649.40	38,150.51	2,072.04	47,926.30	0.00	0.00	0.00	0.00	38,150.51
131		38,400.00	38,400.00	48,632.17	48,632.17	0.00	0.00	0.00	0.00	38,400.00
132		339.70	1,104.03	339.71	1,104.06	0.00	0.00	0.00	0.00	1,104.03
133	M & P	4,950.00	4,950.00	56,402.40	56,402.40	0.00	0.00	0.00	0.00	4,950.00
134	M & P	838.76	25,791.87	987.06	30,352.00	0.00	0.00	0.00	0.00	25,791.87
135	M & P	9,488.82	9,488.82	11,920.14	11,920.14	0.00	0.00	0.00	0.00	9,488.82
136	M, O, P	2,682.92	8,799.98	8,224.15	26,975.22	0.00	0.00	0.00	0.00	8,799.98
137	M & P	13,493.16	13,493.16	15,980.40	15,980.40	0.00	0.00	0.00	0.00	13,493.16
138	M & P	15,210.20	15,210.20	19,064.29	19,064.29	0.00	0.00	0.00	0.00	15,210.20
139	M & P	2,378.49	6,683.56	2,378.49	6,683.57	0.00	0.00	0.00	0.00	6,683.56
140		0.00	0.00	793.88	34,343.16	0.00	0.00	0.00	0.00	0.00
141	M & P	1,652.49	6,775.21	1,652.49	6,775.20	0.00	0.00	0.00	0.00	6,775.21
142	M & P	18,195.75	18,195.75	21,553.20	21,553.20	0.00	0.00	0.00	0.00	18,195.75
143		2,300.00	4,715.00	3,297.41	6,759.68	0.00	0.00	0.00	0.00	4,715.00
144	M & P	1,342.83	1,342.83	1,342.83	1,342.83	0.00	0.00	0.00	0.00	1,342.83

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





Benefit Zone	Benefit Units	Landscaping				Parks				Total FY 2022/23 Assessment
		Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	
145	54.70	427.80	23,400.66	526.60	28,804.91	0.00	0.00	0.00	0.00	23,400.66
146	1.00	11,700.15	11,700.15	14,979.16	14,979.16	0.00	0.00	0.00	0.00	11,700.15
148	128.00	118.27	15,138.56	118.28	15,139.57	0.00	0.00	0.00	0.00	15,138.56
149	1.00	20,892.65	20,892.65	20,892.65	20,892.65	0.00	0.00	0.00	0.00	20,892.65
150	8.28	0.00	0.00	1,384.89	11,466.91	0.00	0.00	0.00	0.00	0.00
151	1.00	17,969.34	17,969.34	17,969.34	17,969.34	0.00	0.00	0.00	0.00	17,969.34
152	1.00	0.00	0.00	5,365.18	5,365.18	0.00	0.00	0.00	0.00	0.00
153	25.26	1,100.00	27,786.00	1,585.84	40,058.35	0.00	0.00	0.00	0.00	27,786.00
154	270.00	0.00	0.00	319.23	86,191.21	0.00	0.00	80.19	21,651.05	0.00
155	1.71	0.00	0.00	1,205.83	2,061.98	0.00	0.00	0.00	0.00	0.00
156	15.60	350.54	5,468.42	350.54	5,468.42	0.00	0.00	0.00	0.00	5,468.42
157	2.00	4,231.45	8,462.90	4,231.45	8,462.91	0.00	0.00	0.00	0.00	8,462.90
158	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
159	1.00	0.00	0.00	3,519.05	3,519.05	0.00	0.00	0.00	0.00	0.00
160	55.26	396.63	21,917.77	396.63	21,917.77	0.00	0.00	0.00	0.00	21,917.77
161	6.31	0.00	0.00	551.44	3,479.57	0.00	0.00	0.00	0.00	0.00
<b>Total (1)</b>			<b>\$2,617,171.79</b>		<b>\$3,798,378.51</b>		<b>\$943,167.26</b>		<b>\$1,088,193.32</b>	<b>\$3,560,339.05</b>

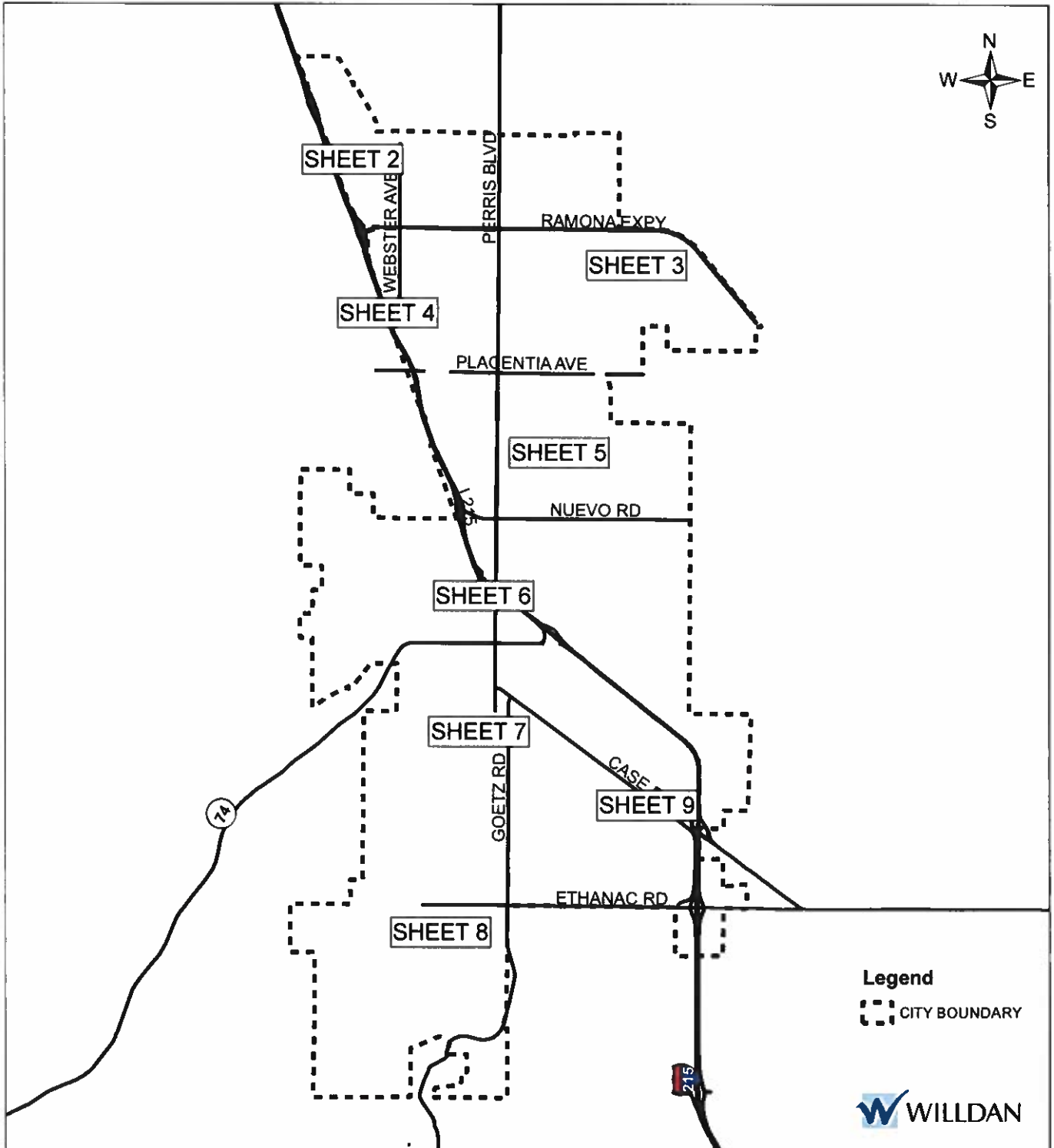
E - designated assessment for entrance; M - designated assessment for medians; O - designated assessment for owner maintained; P - designated assessment for parkways and other landscaping; S - designated assessment for slopes  
 (1) Totals may not foot with Assessment Roll shown as Exhibit B due to even penny rounding required by Riverside County.

## ***EXHIBIT A – FISCAL YEAR 2022/23 DIAGRAM***

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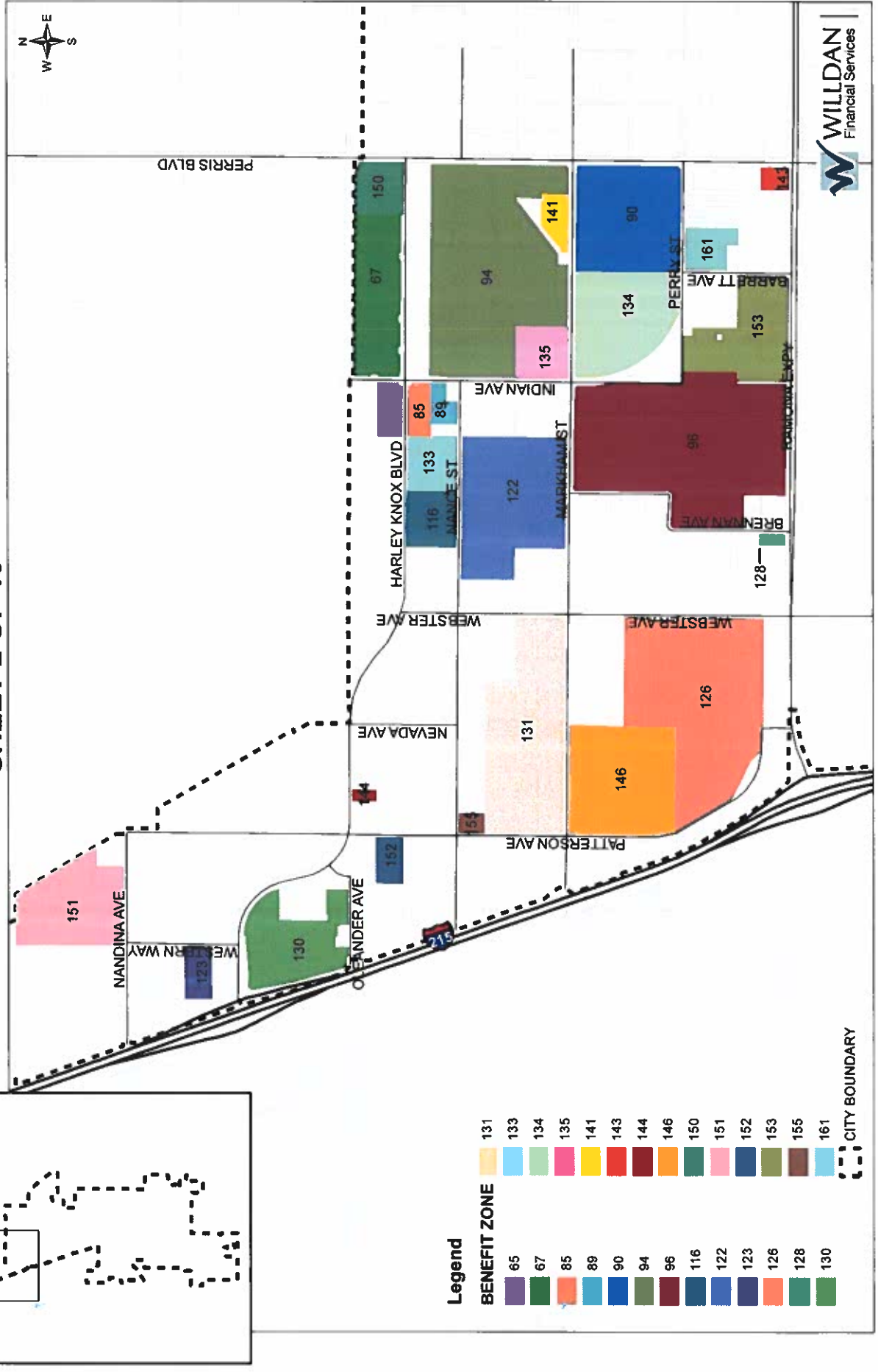
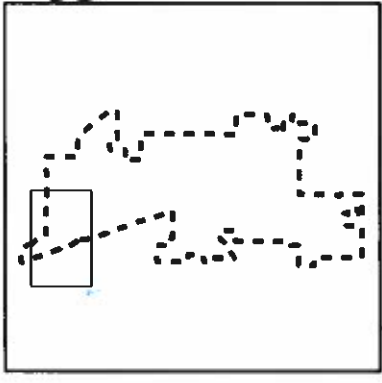
The Fiscal Year 2022/23 Diagram is incorporated herein as Exhibit A.

**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 1 OF 10**



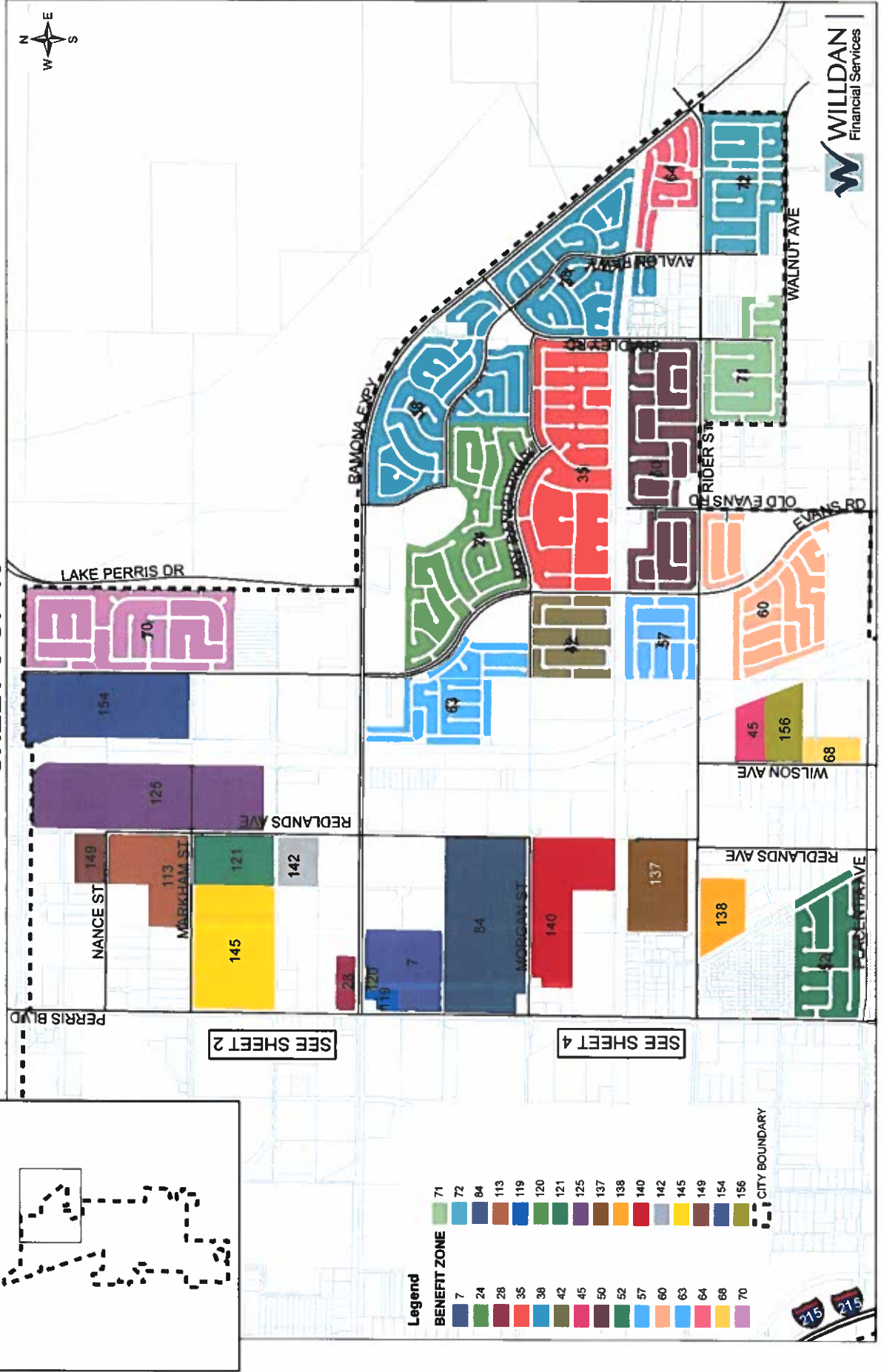
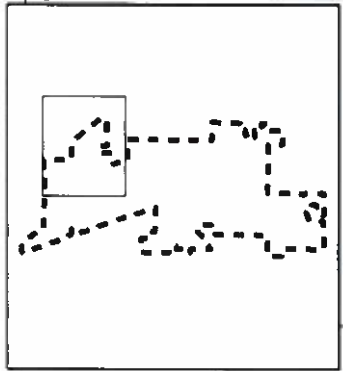
**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 2 OF 10**

**VICINITY MAP**



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 3 OF 10**

**VICINITY MAP**



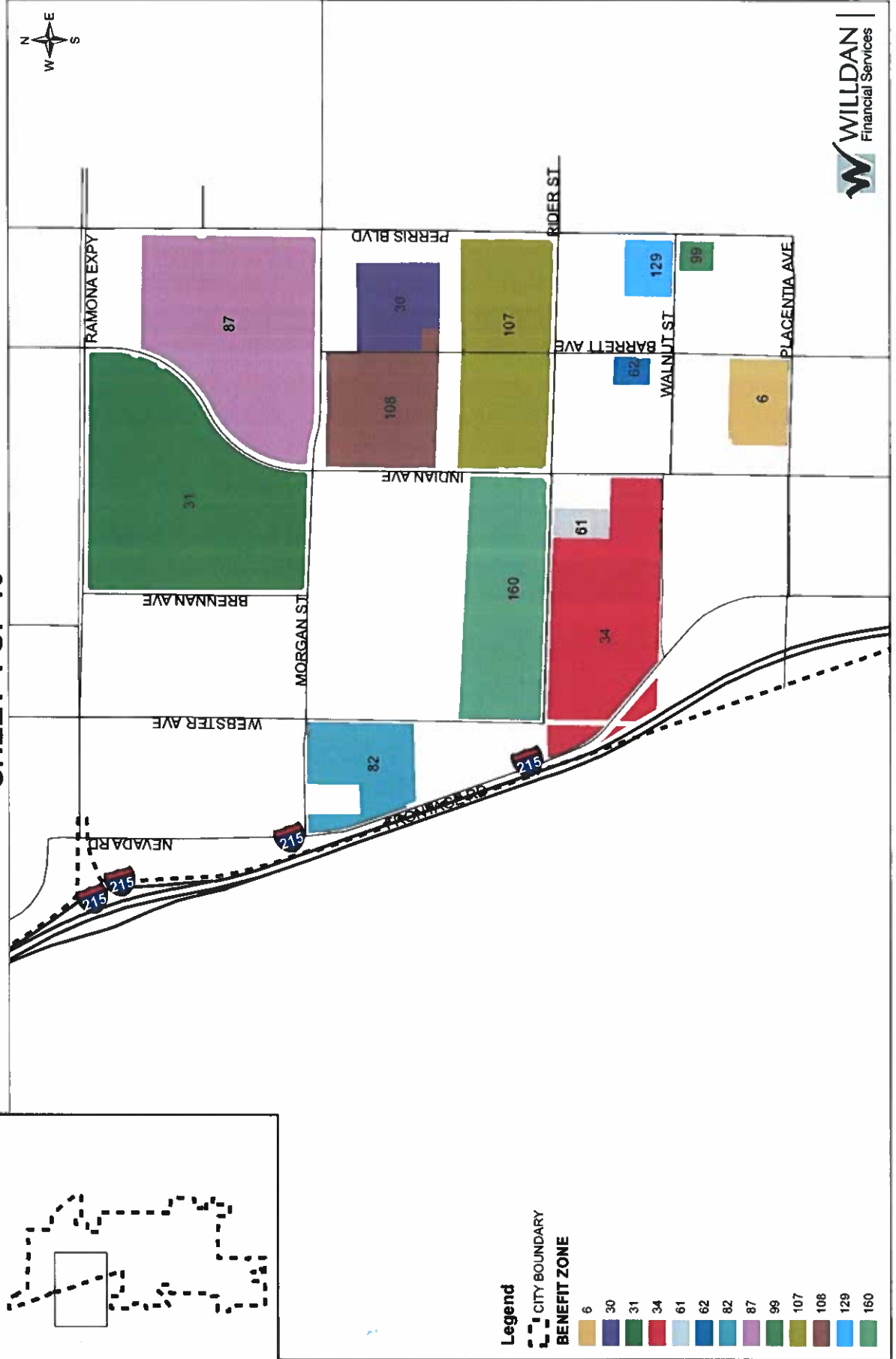
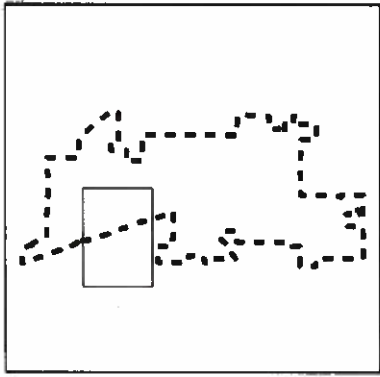
SEE SHEET 2

SEE SHEET 4



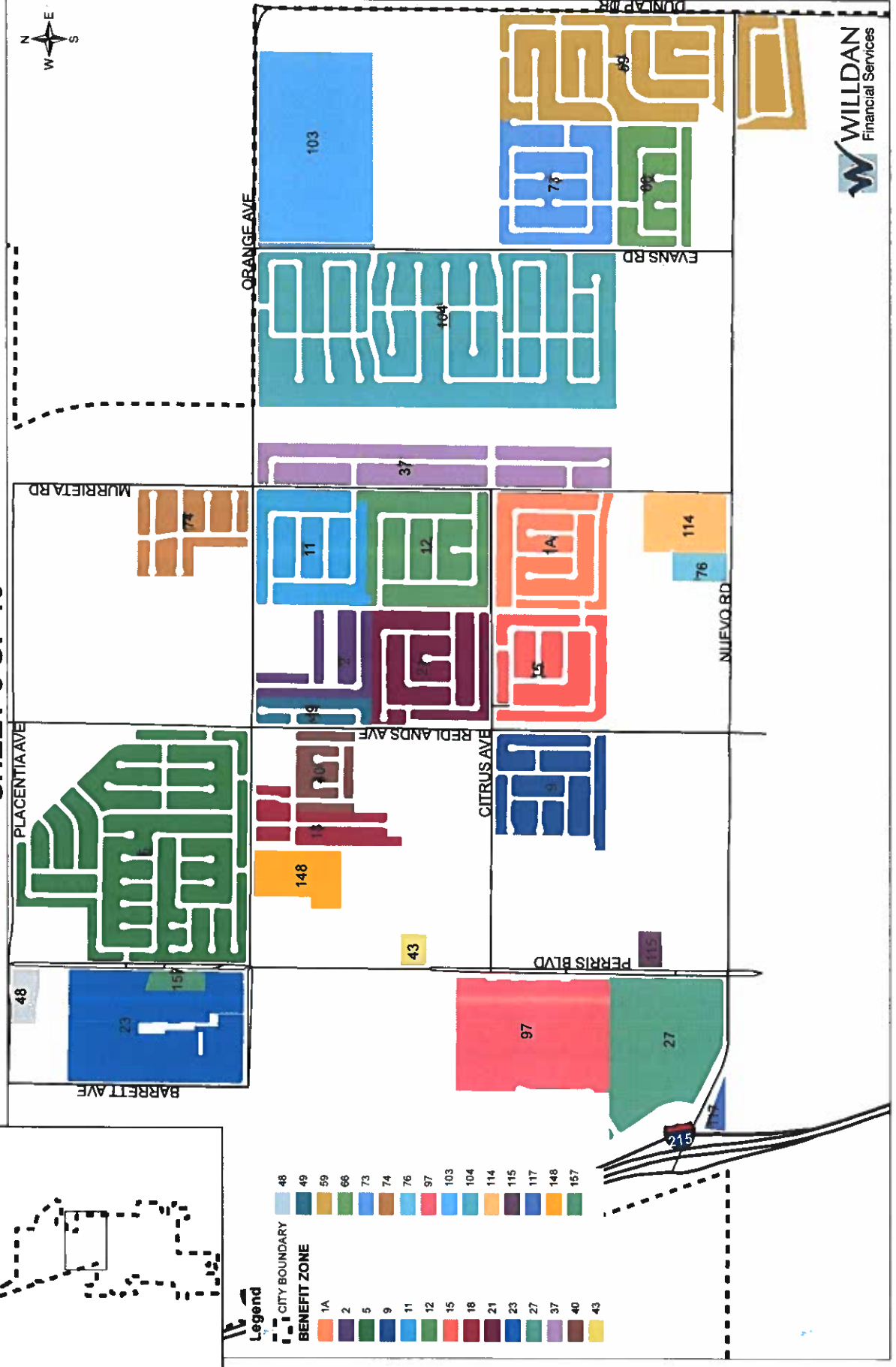
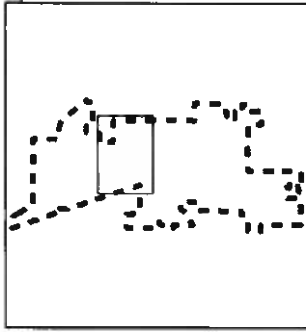
**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 4 OF 10**

VICINITY MAP



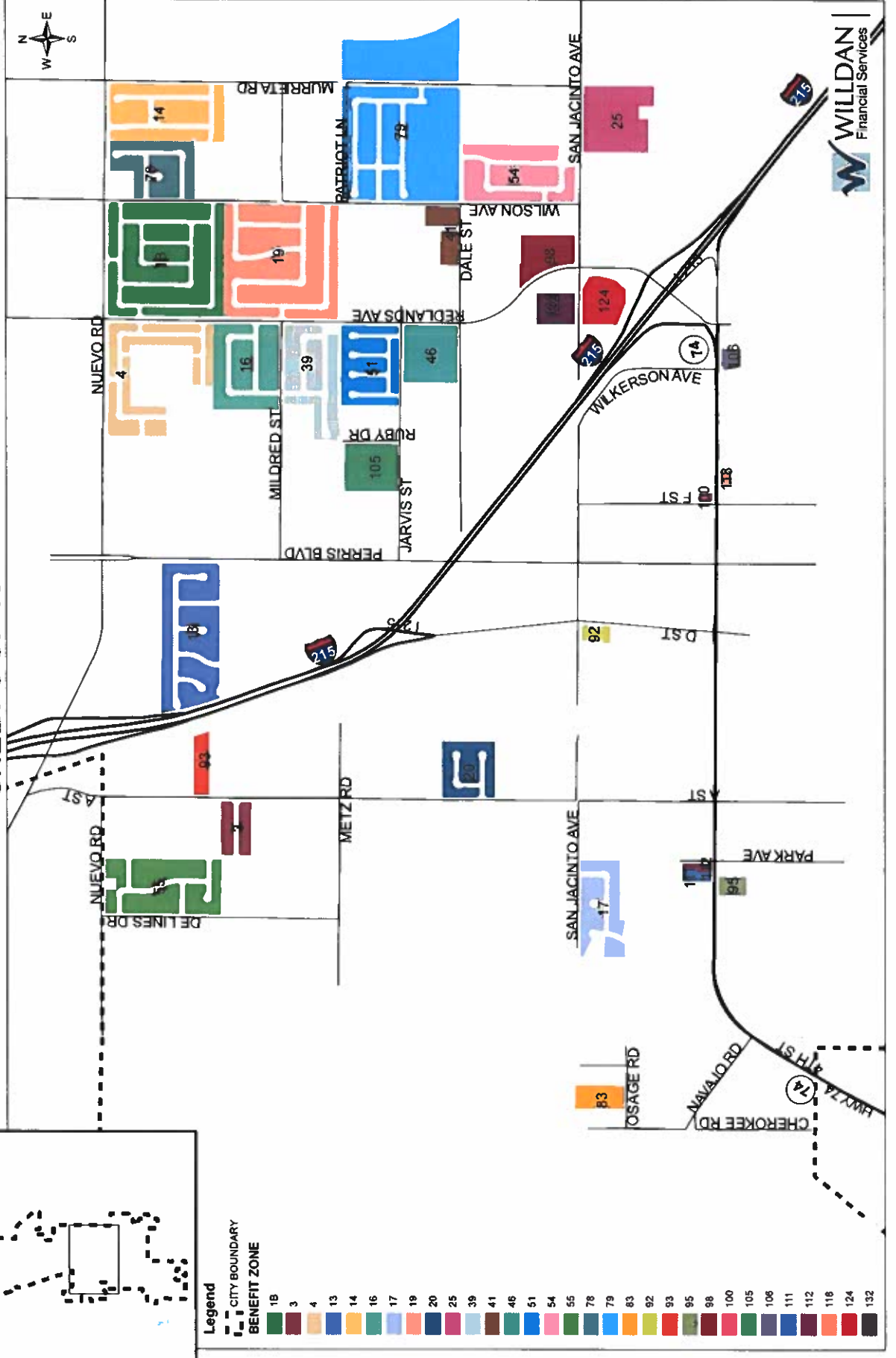
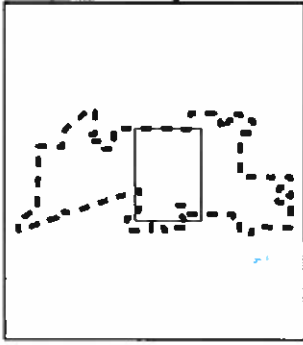
**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 5 OF 10**

VICINITY MAP



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 6 OF 10**

VICINITY MAP



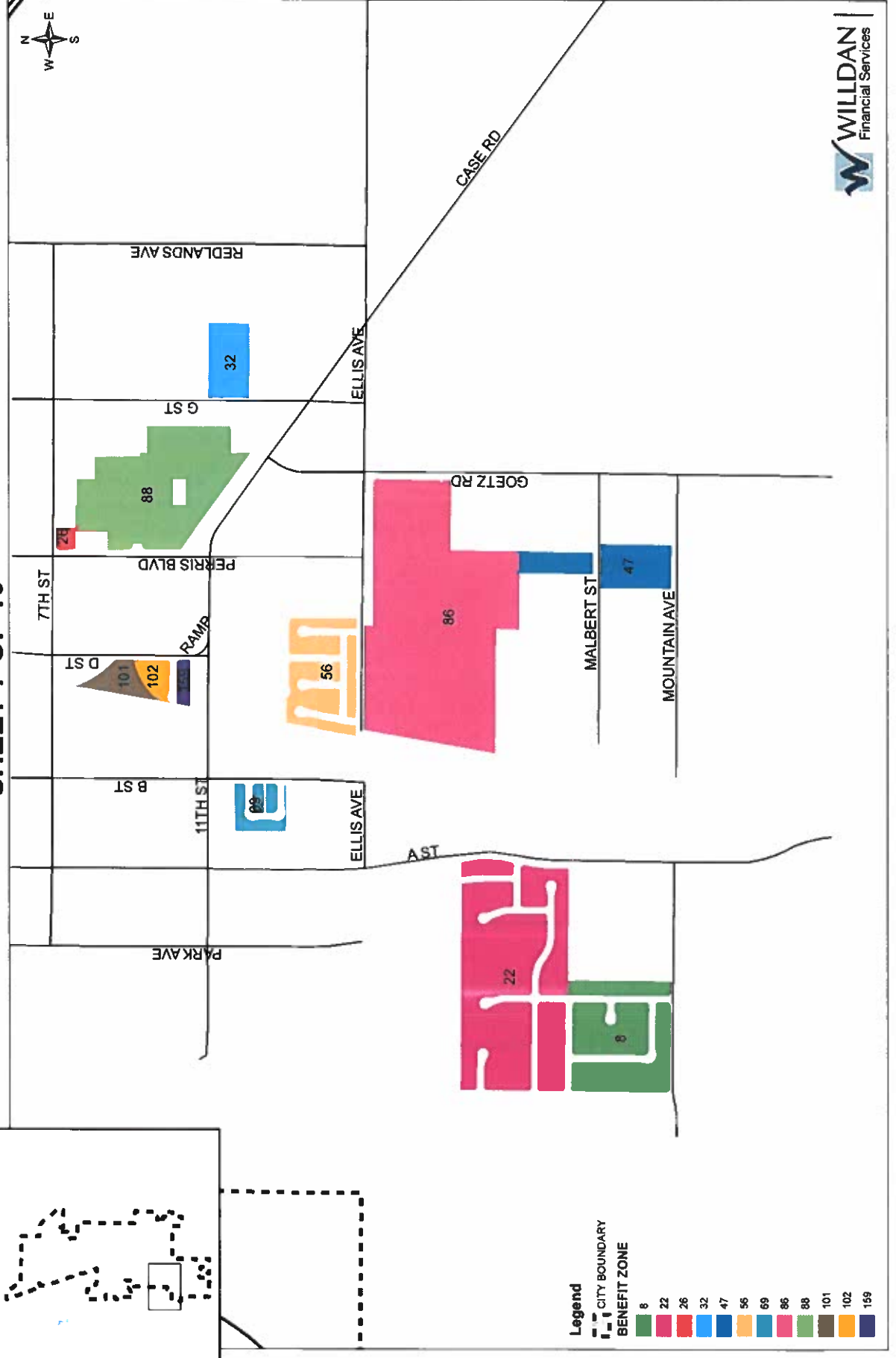
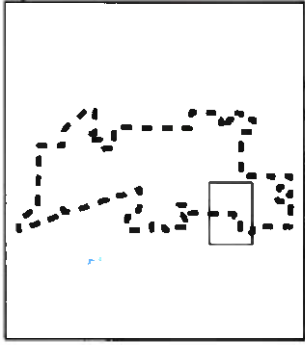
**Legend**  
 - - - CITY BOUNDARY  
 - - - BENEFIT ZONE

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**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 7 OF 10**

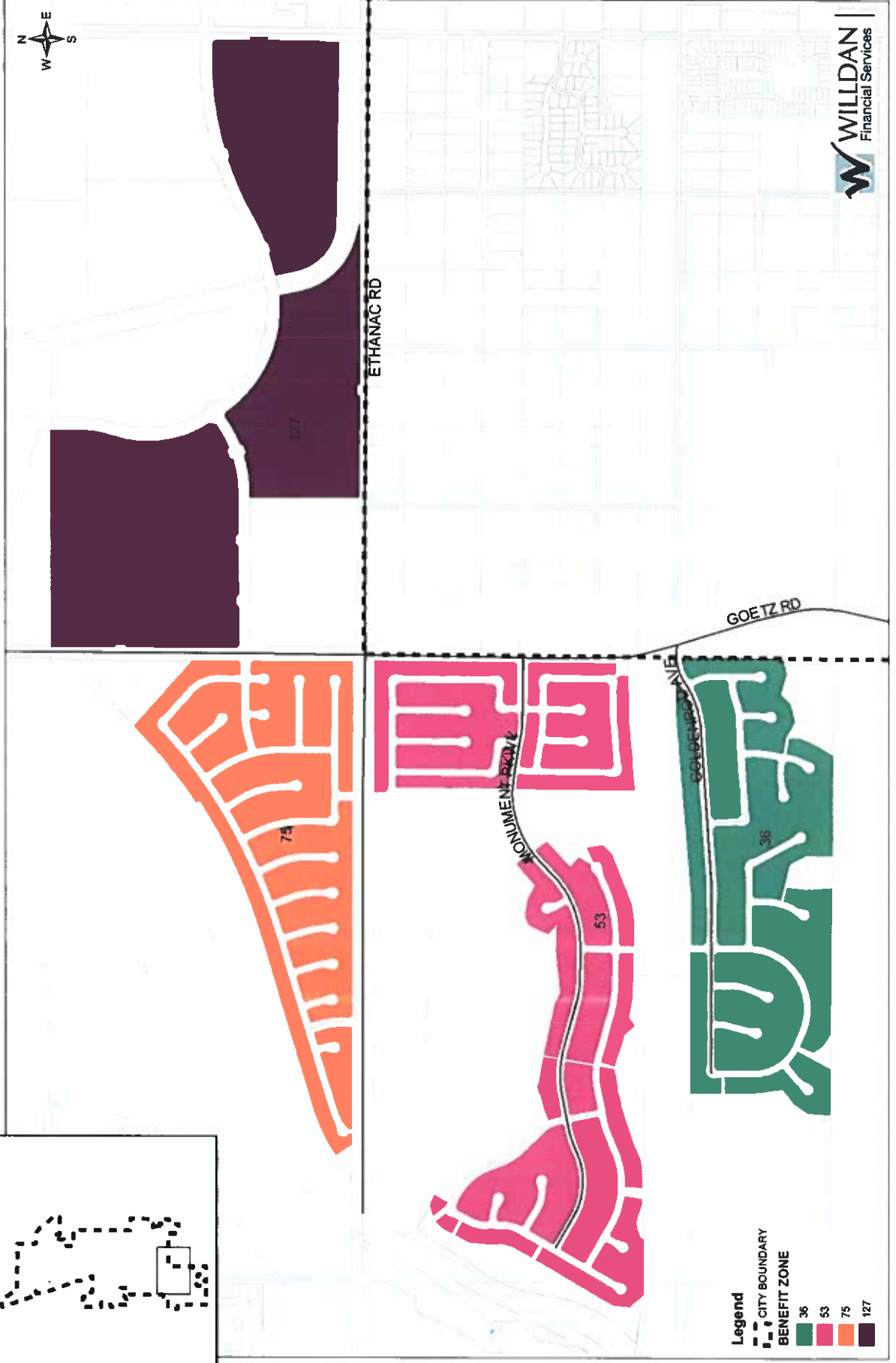
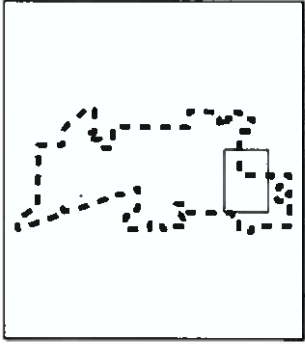
**VICINITY MAP**



- Legend**
- CITY BOUNDARY
  - BENEFIT ZONE
- |   |    |    |    |    |    |    |    |    |     |     |     |
|---|----|----|----|----|----|----|----|----|-----|-----|-----|
| 8 | 22 | 26 | 32 | 47 | 56 | 69 | 86 | 88 | 101 | 102 | 159 |
|---|----|----|----|----|----|----|----|----|-----|-----|-----|

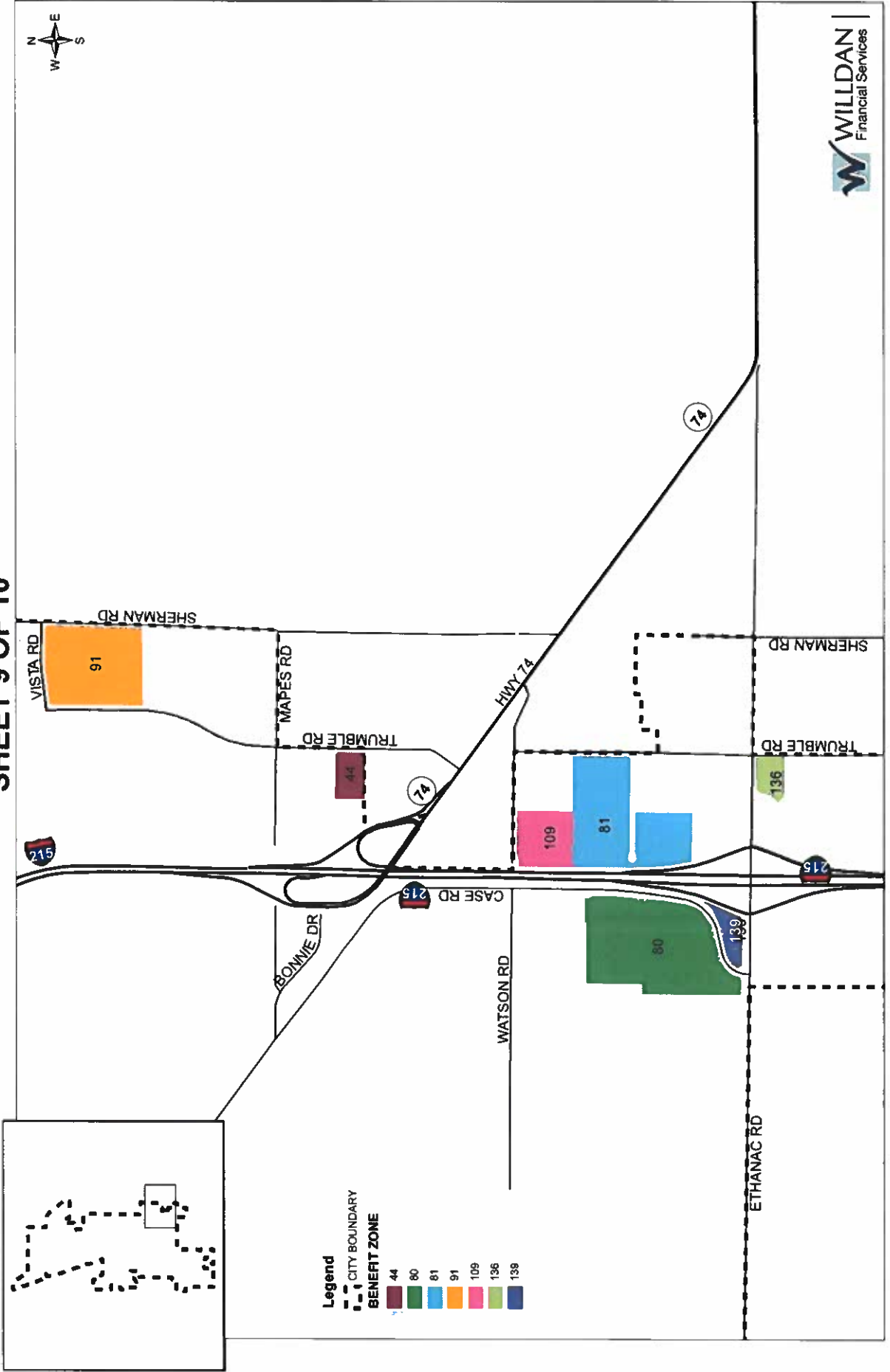
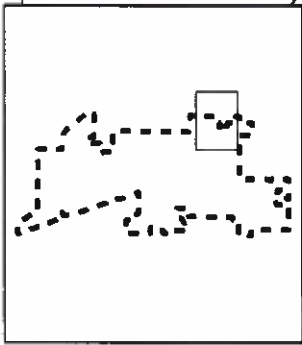
**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 8 OF 10**

**VICINITY MAP**



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 9 OF 10**

VICINITY MAP



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 10 OF 10**

ZONE	DESCRIPTION	SHEET	Assessed (Y/N)	ZONE	DESCRIPTION	SHEET	Assessed (Y/N)	ZONE	DESCRIPTION	SHEET	Assessed (Y/N)
1A	TT 20280	#N/A	Y	54	TT 31678	6	Y	108	PM 36462, PARCEL 2	4	Y
1B	TT 17399	#N/A	Y	55	TT 31226	6	Y	109	CUP 13-07-0010	9	Y
2	TT 19893	5	Y	56	TT 31201	7	Y	110	SUPERCEDED BY BZ125		
3	TT 21131	6	Y	57	TT 31178	3	Y	111	PTN WISE & KNIGHTS	6	N
4	TT 20280	6	N	58	PENDING			112	PTN WISE & KNIGHTS	6	N
5	TT 20538	5	Y	59	TT 29425	5	Y	113	PM 36540	3	Y
6	CUP 87/37	4	N	60	TT 30773/31416	3	Y	114	CLEARWATER ES	5	Y
7	TT 21771	3	N	61	CUP 02-0215	4	N	115	DPR 14-00099	5	Y
8	TT 22719	7	Y	62	DPR 03-149	4	N	116	DPR 07-09-0018	2	Y
9	TT 22248	5	Y	63	TT 32262	3	Y	117	CUP 14-09-0001	5	N
10	SUPERCEDED BY BZ38			64	TT 33227/AMND 22832/ AMNB 22833	Y		118	CUP 15-05056	6	Y
11	TT 22988	5	Y	65	DPR 04-0343	2	Y	119	PM 37043 LOT 1	3	Y
12	TT 22988	5	Y	66	TT 32793/33720	5	Y	120	PM 37043 LOT 2	3	Y
13	TT 24081	6	Y	67	PM 31832	2	Y	121	DPR 05-0477	3	Y
14	TT 24541/23275	6	Y	68	PM 31743	3	N	122	PM 36726	2	Y
15	TT 23825	5	Y	69	TT 32769	7	Y	123	DPR 06-0140	2	Y
16	TT 23838	6	Y	70	TT 32707/32708	3	Y	124	PM 36266	6	Y
17	TT 22910	6	Y	71	TT 30780	3	Y	125	PM 36469	3	Y
18	TT 20645/31683	5	Y	72	TT 32249	3	Y	126	PM 36512/36582	2	Y
19	TT 20173	6	Y	73	TT 31660	5	Y	127	TT 36988/36989/37262	8	Y
20	TT 24715	6	Y	74	TT 32428	5	Y	128	CUP 16-05237	2	Y
21	TT 20211	5	Y	75	TT 31926	8	Y	129	CUP 02-0061	4	Y
22	TT 24809	7	Y	76	DPR 04-0314	5	Y	130	PM 37055	2	Y
23	PM 26437	5	Y	77	PENDING			131	PM 36678	2	Y
24	TT 24499	3	Y	78	TT 31651	6	N	132	CUP 16-05189	6	Y
25	DPR 08/92	6	N	79	TT 31240	6	N	133	DPR 06-0059	2	Y
26	TT 27502	7	N	80	PM 33266	9	Y	134	PM 37187	2	Y
27	PM 27544	5	Y	81	PM 34082	9	Y	135	DPR 16-00015	2	Y
28	PM 26618	3	N	82	PM 33759	4	N	136	CUP 16-05168	9	Y
29	SUPERCEDED BY BZ86			83	TT 34073	6	N	137	PM 35268	3	Y
30	DPR 99/0174	4	N	84	DPR 04-0464	3	Y	138	DPR 06-0635	3	Y
31	PUP 99/0079	4	N	85	DPR 06-0450	2	Y	139	PM 35762	9	Y
32	CUP 99-0185	7	N	86	CUP 06-0158	7	Y	140	CUP 98-0005	3	N
33	SUPERCEDED BY BZ143			87	PM 35676	4	Y	141	PCL 2, PM 33587	2	Y
34	DPR 97/0111	4	N	88	TT 33549	7	N	142	DPR 16-00013	3	Y
35	TT 29654/29993/29994	3	Y	89	CUP 09-01-008	2	Y	143	NW PERRIS & RAMONA	2	Y
36	TT 28986	8	Y	90	DPR 05-0192	2	Y	144	PR 17-05194	2	Y
37	TT 24111	5	Y	91	AQUATICS CTR	9	Y	145	PM 37304	3	Y
38	TT 22831	3	Y	92	DPR 07-0045	6	Y	146	PM 37343	2	Y
39	TT 30382	6	Y	93	CUP 12-06-0012	6	Y	147	PENDING		
40	TT 30144	5	Y	94	PM 33587	2	Y	148	TR 32497	5	Y
41	TT 26386	6	N	95	DPR 12-07-0011	6	Y	149	PM 36770	3	Y
42	TT 30380	3	Y	96	PM 36010	2	Y	150	PM 37278	2	N
43	DPR 01-0051	5	N	97	PM 34131	5	Y	151	DPR 19-00003	2	Y
44	DPR 02-0031	9	N	98	CUP 12-04-0015	6	Y	152	DPR 18-00006	2	N
45	DPR 01-0210	3	N	99	PM 36576	4	Y	153	PM 37457	2	Y
46	DPR 98-0071	6	N	100	DPR 12-03-0006	6	Y	154	TR 36648	3	N
47	WOODWORK CREATIONS	7	N	101	DPR 10-08-0009	7	Y	155	DPR 19-00002	2	N
48	PUP 99/0126	5	N	102	DPR 10-08-0009	7	Y	156	DPR 19-00007	3	Y
49	TT 30751	5	Y	103	SOUTHEAST HS	5	N	157	PM 37760	5	Y
50	TT 30490/30518	3	Y	104	TR 30850	5	Y	158	NOT ANNEXED		
51	TT 31114	3	Y	105	DPR 12-05-0013	6	Y	159	DPR 16-00014	7	N
52	TT 31241	3	Y	106	CUP 13-02-0014	6	Y	160	DPR 07-0119	4	Y
53	TT 30662/31564	8	Y	107	PM 36462, PARCEL 1	4	Y	161	DPR 18-00011	2	N

## **EXHIBIT B – 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 31, 2022

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

**REQUESTED ACTION:** Adoption of Resolution of Intention to Levy and Collect Annual Assessments under FCMD 1 and setting a public hearing date of July 26, 2022

**CONTACT:** Stuart McKibbin, City Engineer

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

March 8, 2022, the City Council ordered the preparation of the annual Engineer's Report for FCMD 1. This District provides funding for the annual maintenance of street (residential streets only) and flood control improvements constructed in conjunction with new development.

**BUDGET (or FISCAL) IMPACT:** 84 flood benefit zones (FCBZ), and 19 street repair zones will be assessed in Fiscal Year 2022-2023. The assessments for FY 2022-2023 total \$2,195,600.03.

For Fiscal Year 2022-23 Capital Improvement Project (CIP) funds were allocated to some benefit zones to replenish account balances and continue annual operations. The annual assessments in many zones have been increased over last year's rates to cover rising maintenance costs going forward and to replenish CIP funds. The assessments remain at or below the owner approved maximum rates at the time of formation.

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
 Assistant City Manager \_\_\_\_\_  
 Deputy City Manager

**Attachments:**

1. Vicinity Map
2. Resolution of Intention to Levy and Collect Annual Assessments Under FCMD 1 and setting a public hearing date of July 26, 2022
3. Engineer's Report

Consent:  x

Public Hearing:

Business Item:

Presentation:

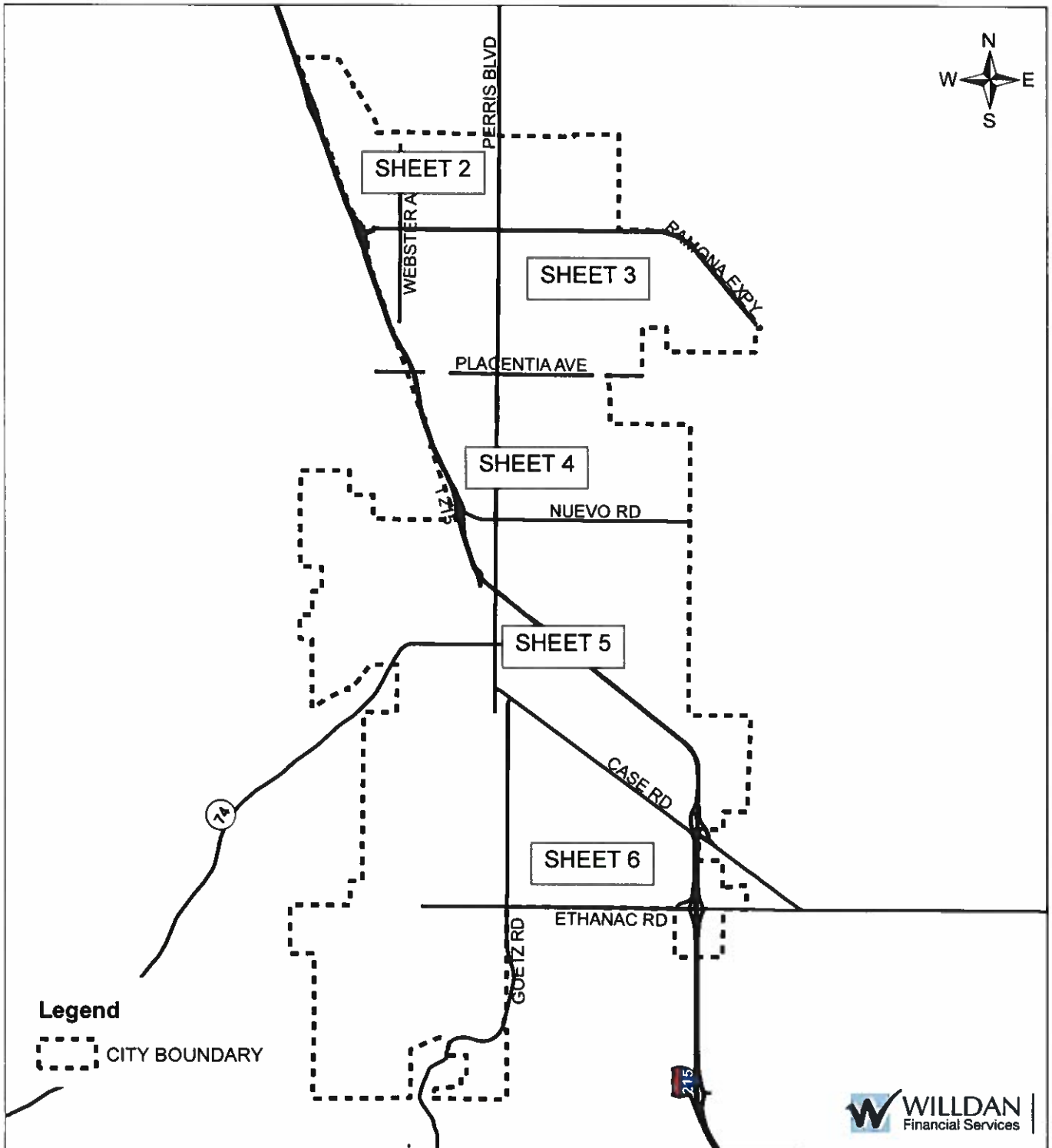
Other:

# Attachment No. 1

Vicinity Map

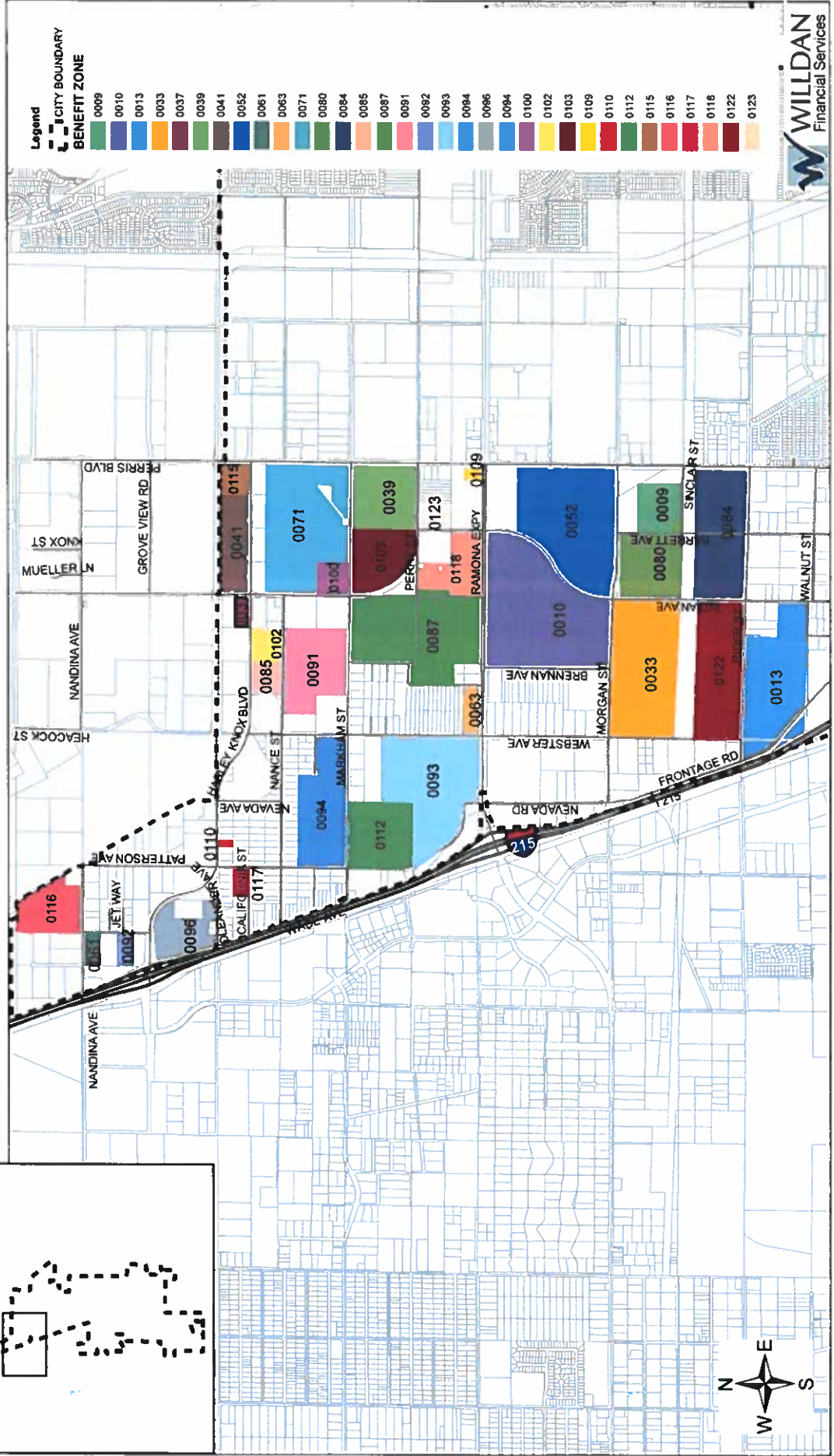
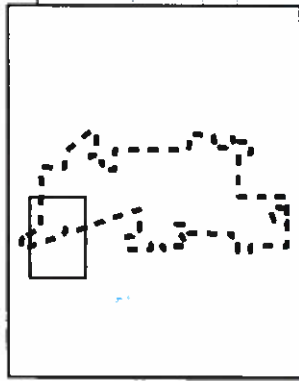


**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 1 OF 7**



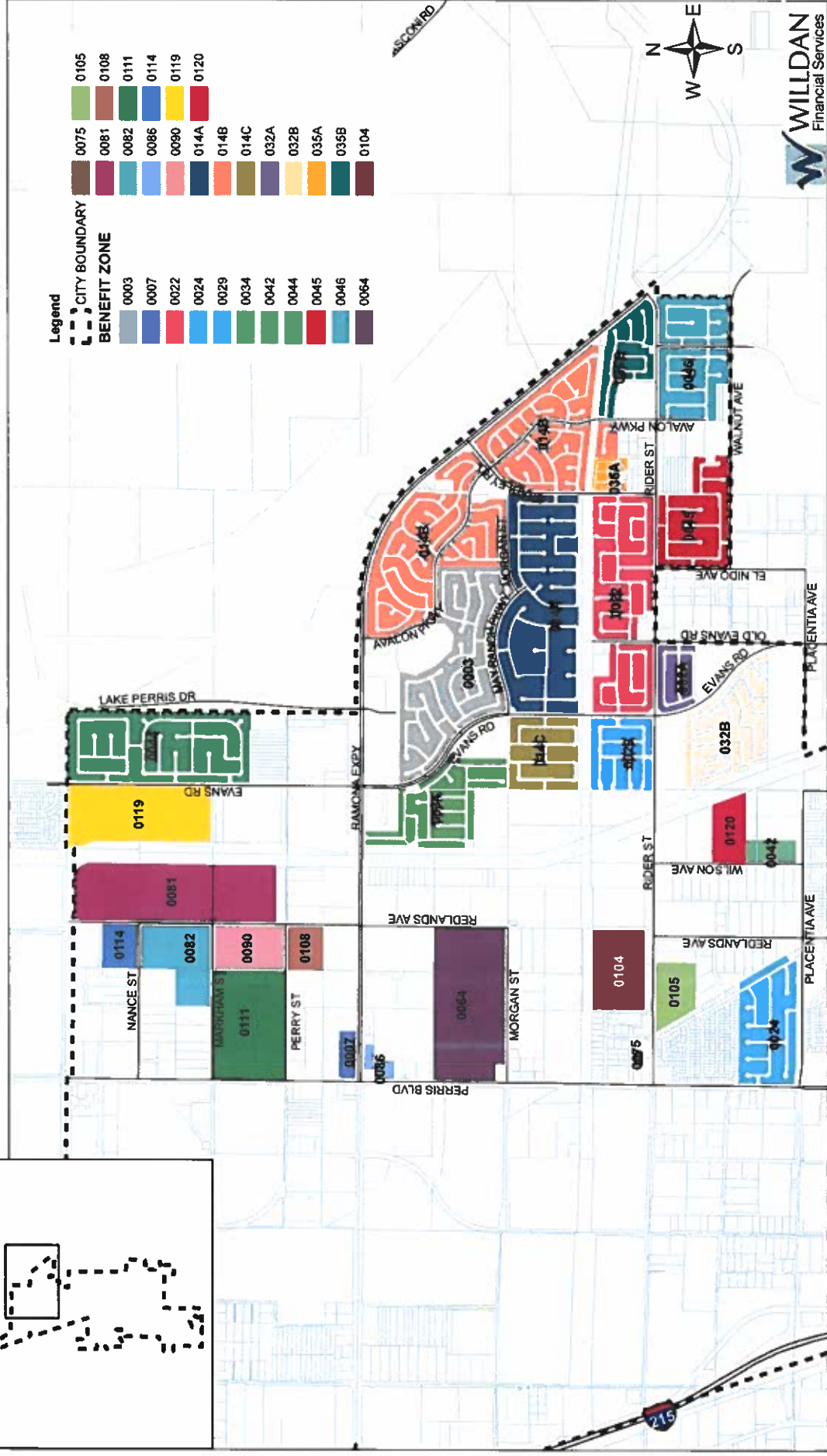
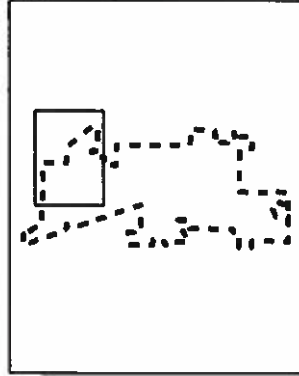
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 2 OF 7**

VICINITY MAP



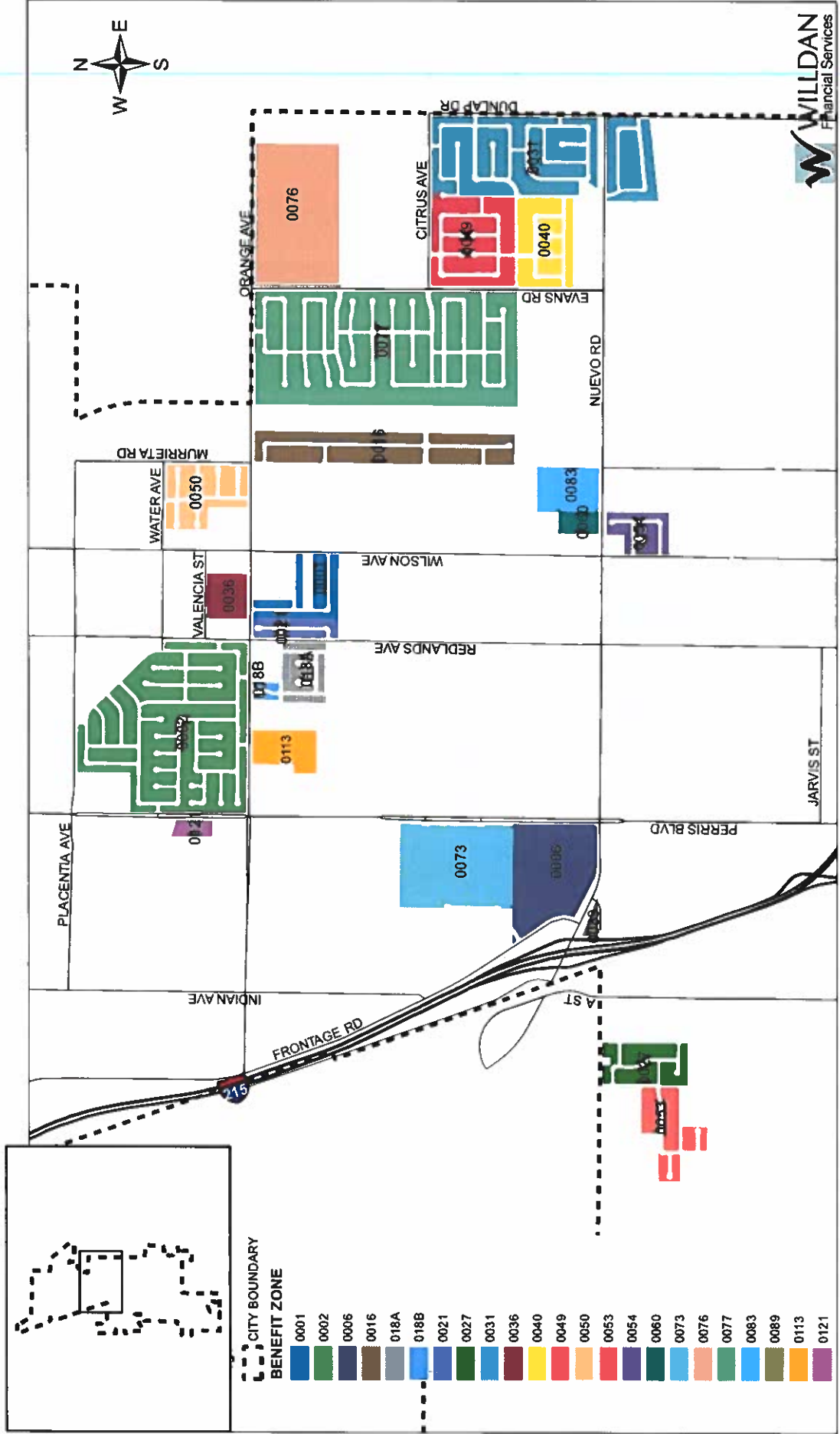
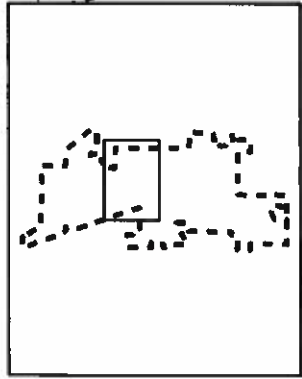
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 3 OF 7**

VICINITY MAP



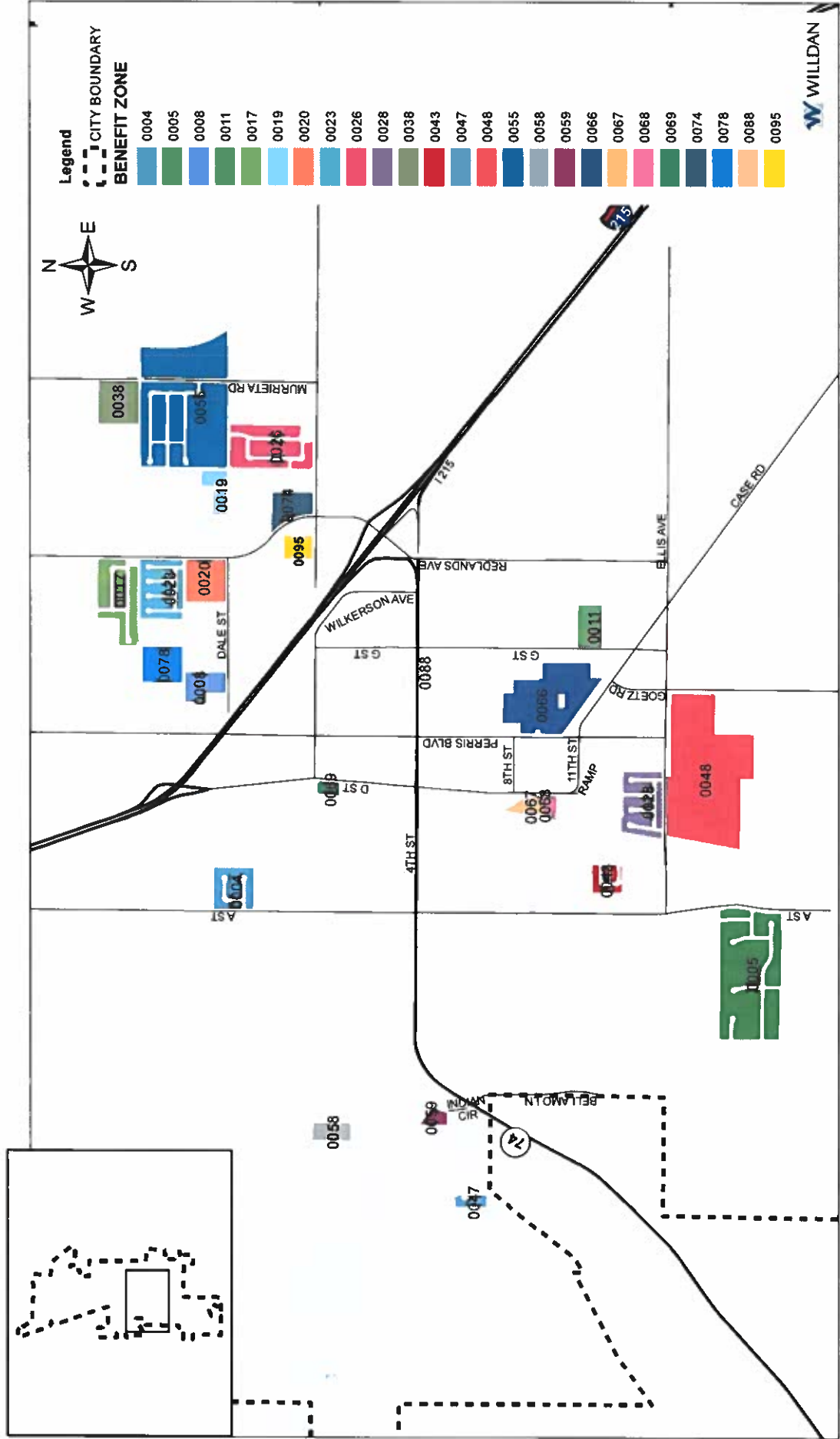
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 4 OF 7**

**VICINITY MAP**



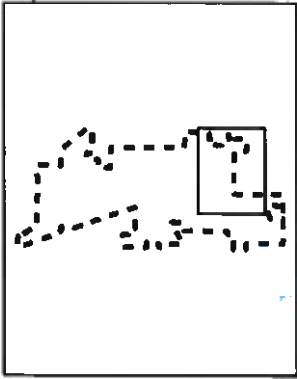
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FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 5 OF 7**

VICINITY MAP














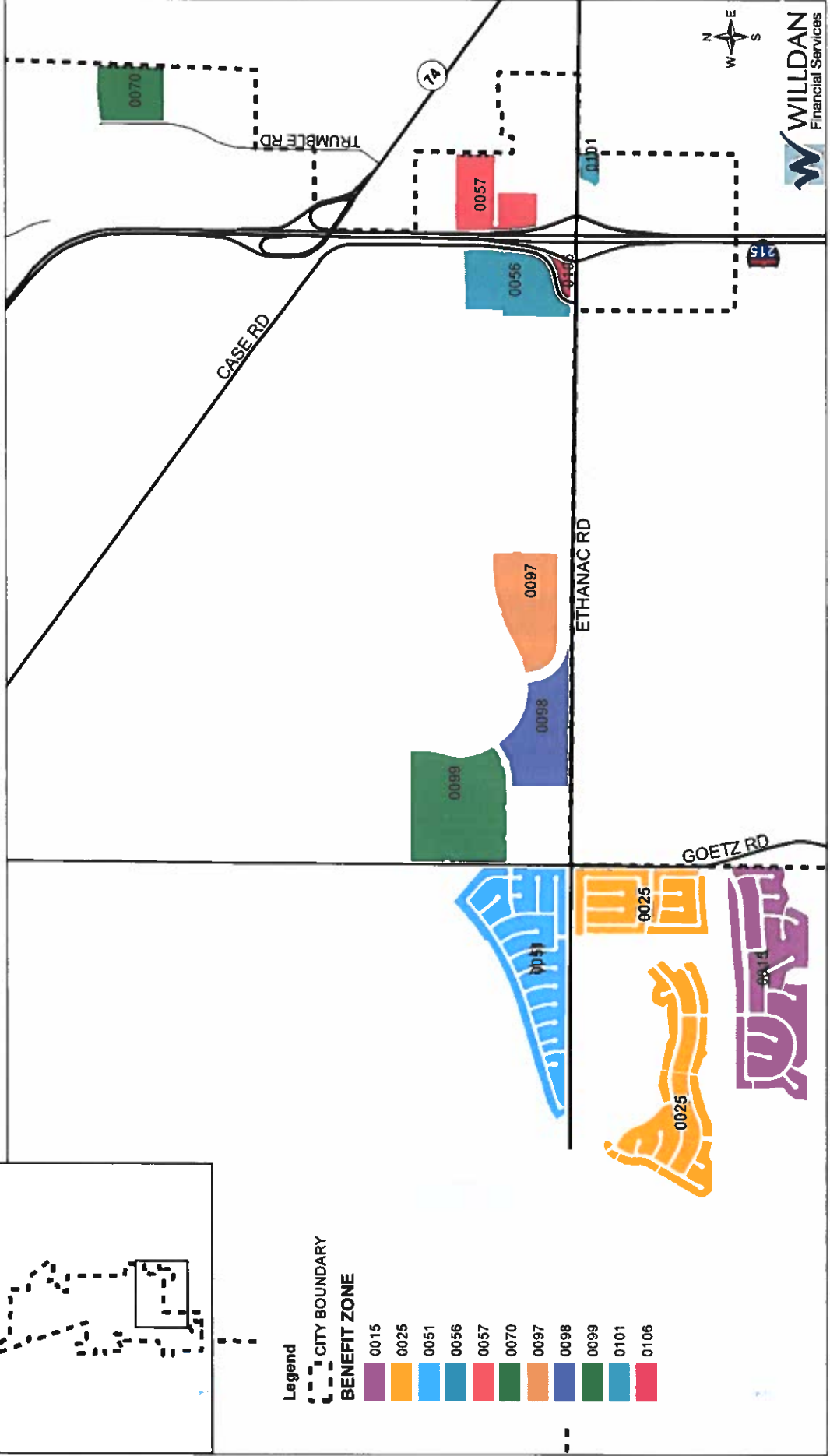
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 6 OF 7**

VICINITY MAP



**Legend**  
 CITY BOUNDARY  
**BENEFIT ZONE**

-  0015
-  0025
-  0051
-  0056
-  0057
-  0070
-  0097
-  0098
-  0099
-  0101
-  0106



**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
INDEX SHEET  
SHEET 7 OF 7**

ZONE	DESCRIPTION	SHEET	Assessed (Y/N)	ZONE	DESCRIPTION	SHEET	Assessed (Y/N)	ZONE	DESCRIPTION	SHEET	Assessed (Y/N)
1	TT 19893	4	N	41	PM 31832	2	Y	87	PM 36010	2	Y
2	TT 20538	4	Y	42	PM 31743	3	N	88	CUP 15-05056	5	Y
3	TT 24499	3	N	43	TT 32769	5	Y	89	CUP 14-09-0001	4	N
4	TT 24715	5	N	44	TT 32707/32708	3	Y	90	DPR 05-0477	3	Y
5	TT 24809	5	Y	45	TT 30780	3	Y	91	PM 36726	2	Y
6	PM 27544	4	Y	46	TT 32249	3	Y	92	DPR 06-0140	2	Y
7	PM 26618	3	N	47	TT 31912	5	N	93	PM 36512/36582	2	Y
8	DPR 98/84	5	N	48	CUP 06/0158	5	Y	94	PM 36678	2	Y
9	DPR 99/0174	2	N	49	TT 31660	4	Y	95	CUP 16-05189	5	Y
10	PUP 99/0079	2	N	50	TT 32428	4	Y	96	PM 37055	2	Y
11	CUP 99-0185	5	N	51	TT 31926	6	Y	97	TM 36988	6	N
12	CUP 98-0081	2	N	52	PM 35676	2	Y	98	TM 36989	6	N
13	DPR 97/0111	2	N	53	TT 31650/32406	4	Y	99	TM 37262	6	N
14A	TT 29654/29993/29994	3	Y	54	TT 31651	4	N	100	DPR 16-00015	2	Y
14B	TT 22831	3	Y	55	TT 31240	5	N	101	CUP 16-05168	6	Y
14C	TT 30380	3	Y	56	PM 33266	6	Y	102	DPR 06-0059	2	N
15	TT 28986	6	Y	57	PM 34082	6	Y	103	PM 37187	2	N
16	TT 24111	4	Y	58	TT 34073	5	N	104	PM 35268	3	Y
17	TT 30382	5	Y	59	DPR 05/0279	5	N	105	DPR 06-0635	3	Y
18A	TT 30144	4	Y	60	DPR 04/0314	4	Y	106	PM 35762	6	Y
18B	TT 31683	4	Y	61	PM 34199	2	Y	107	PENDING		N
19	TT 26386	5	Y	62	PENDING			108	DPR 16-00013	3	Y
20	DPR 98/0071	5	N	63	PM 31677	2	Y	109	NW PERRIS & RAMONA	2	Y
21	TT 30751	4	Y	64	DPR 04/0464	3	Y	110	PR 17-05194	2	Y
22	TT 30490	3	Y	65	SUPERCEDED BY FC105			111	PM 37304	2	Y
22	TT 30518	3	Y	66	TT 33549	5	N	112	PM 37343	2	Y
23	TT 31114	5	Y	67	DPR 10-03-0009	5	Y	113	TR 32497	4	N
24	TT 31241	3	Y	68	DPR 10-03-0009	5	Y	114	PM 36770	3	Y
25	TT 30662/31654	6	Y	69	DPR 07/0045	5	Y	115	PM 37278	2	N
26	TT 31678	5	Y	70	AQUATICS CTR	6	Y	116	DPR 19-00003	2	N
27	TT 31226	4	Y	71	PM 33587	2	Y	117	DPR 18-00006	2	N
28	TT 31201	5	Y	72	SUPERCEDED BY FC87			118	PM 37457	2	N
29	TT 31178	3	Y	73	PM 34131	4	Y	119	PM 36648	3	N
30	PENDING			74	CUP 12-04-0015	5	Y	120	DPR 19-00007	3	N
31	TT 29425	4	Y	75	LT 27&28, TT 24045-1	3	Y	121	PM 37760	4	N
32A	TT 30773	3	Y	76	SOUTHEAST HS	4	Y	122	DPR 07-00119	2	N
32B	TT 31416	3	Y	77	TR 30850	4	Y	123	DPR 18-00011	2	N
33	DPR 01/0123	2	Y	78	DPR 12-05-0013	5	Y				
34	TT 32262	3	Y	79	SUPERCEDED BY FC84						
35A	TT 33227	3	N	80	PM 36462, PARCEL 2	2	Y				
35B	AMND TT 22832/22833	3	Y	81	PM 36469	3	Y				
36	TRIPLE CRN ELEMNTY	4	Y	82	PM 36540	3	Y				
37	DPR 04/0343	2	Y	83	CLEARWATER ELEMNTY	4	Y				
38	SKYVIEW ELEMNTY	5	Y	84	PM 36462, PARCEL 1	2	Y				
39	DPR 05/0192	2	Y	85	DPR 07-09-0018	2	Y				
40	TT 32793/33720	4	Y	86	PM 37043	3	Y				

# Attachment No. 2

## Resolution of Intent



**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 FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING JULY 26, 2022 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO**

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

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

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

**WHEREAS**, the City Council now proposes to levy benefit assessments for the 2022-2023 Fiscal Year under the provisions of the Benefit Assessment Act of 1982 to insure continued financing of necessary maintenance of certain street and flood control improvements, all for the benefit of parcels within Flood Control Maintenance District Number 1.

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

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

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

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

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

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

**Section 5.** On the 26<sup>th</sup> day of July, 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, the City Council will conduct a Protest Hearing at which time any and all persons having any objections to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

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

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

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

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

**ADOPTED, SIGNED and APPROVED** this 31st day of May, 2022.

---

Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 31st day of May, 2022, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar

# Attachment No. 3

Engineer's Report



# **CITY OF PERRIS**

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

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

**INTENT MEETING: MAY 31, 2022  
PUBLIC HEARING: JULY 26, 2022**

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

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



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

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

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

This Report describes the District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 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 31<sup>st</sup> 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 31<sup>st</sup> 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 26<sup>th</sup> day of July 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***

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### **A. INTRODUCTION**

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

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

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

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

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

Assessments, if authorized by the City Council, will be placed on the Fiscal Year 2022/2023 Riverside County Property Tax Roll. Reserve funds will be used to fund the maintenance and service until the first installment of assessment funds are distributed by the County Tax Collector in January of 2023.

## **II. PLANS AND SPECIFICATIONS**

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FC Benefit Zone 27:** The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 31226. These facilities include the storm drains, catch basins, hydraulic separator, cleanouts, inlets, outlets and appurtenances.

**FC Benefit Zone 28:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 31201. These facilities include a detention basin, along with the inlets, reinforced concrete pipes, catch basins, outlets, channels, box culverts and appurtenances that convey the storm drain flow in and out of the basin.

**FC Benefit Zone 29:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 31178. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets and appurtenances that convey the storm drain flow into the Perris Valley Storm Drain Channel. Within this storm drainage system, a hydraulic separator and diverter manhole have been placed to dissipate the storm flow and collect pollutants carried from the streets.

Included in the maintenance is streets is the twelve-foot wide access road within the thirty-foot wide easement along the west boundary of FC Benefit Zone 29.

**FC Benefit Zone 31:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 29425. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets, channels, box culverts and appurtenances that convey the storm drain flow into a detention basin/water quality basin.

**FC Benefit Zone 32A and 32B:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tracts 30773 and 31416. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets, channels, box culverts, hydraulic separators, and appurtenances that convey the storm drain flow into an existing storm drainage system. Reference is made to the off-site storm drainage facilities maintained under FC Benefit Zone 22 for a more detailed description of these existing facilities.

The flow within each of the tracts is directed into different drainage systems. To reflect the benefit received from each drainage system, Tract 30773 is within FC Benefit Zone 32A and Tract 31416 is within FC Benefit Zone 32B.

The flow from FC Benefit Zone 32A is initially directed in a southeasterly direction, through hydraulic separators and dry wells, along the public right-of-ways, into the catch basins and then through a series of storm drains that terminates into said existing storm drain facilities.

The flow from FC Benefit Zone 32B is directed in a westerly direction, through hydraulic separators and dry wells, along the public right-of-ways, into the catch basins and then

into a storm drainage system. The flow is then directed through a series of storm drains that extends to the Perris Valley Storm Drain Channel.

Included in the maintenance of streets is the sidewalk/access road across Lot J, Tract 31416.

**FC Benefit Zone 33:** The pipelines to be maintained include both on and off-site facilities constructed by DPR 01-0123, including the flood control channel along Morgan and Indian Avenues and bordering the development.

**FC Benefit Zone 34:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 32262. Within the storm drainage system to be maintained, Lots Q and R, Tract 32262 and a water quality basin (13.8 ac.) have been placed to direct and dissipate the storm flow and collect pollutants carried from the streets.

Other facilities to be maintained include the storm drains, catch basins, inlets, outlets and appurtenances that convey the storm drain flow into the Perris Valley Storm Drain Channel.

**FC Benefit Zone 35A and 35B:** The flood control improvements to be maintained include facilities constructed by Amended Tracts 22832 and 22833 and Tract 33227. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets, channels, box culverts, hydraulic separators, and appurtenances that convey the storm drain flow into an existing storm drainage system. Reference is made to the off-site storm drainage facilities maintained under FC Benefit Zone 22 for a more detailed description of these existing facilities.

The flow within each of the tracts is directed into different drainage systems. To reflect the benefit received from each drainage system, Tract 33227 is within FC Benefit Zone 35A and Amended Tracts 22832 and 22833 are within FC Benefit Zone 35B.

Within the tract's drainage system, hydraulic separators have been placed to dissipate the storm flow and collect pollutants carried from the streets. The hydraulic separator for Tract 33227 will be assessed to FC Benefit Zone 35A; and the hydraulic separators installed for Amended Tracts 22832 and 22833 will be assessed to FC Benefit Zone 35B.

The Homeowners Association for Tract 33227 will be maintaining the interior streets. Accordingly, FC Benefit Zone 35A will not be assessed for street maintenance. The interior streets within Amended Tracts 22832 and 22833 will be maintained under FC Benefit Zone 35B.

It is also noted that the Homeowners Association for Tract 33227 will be maintaining the private storm drain facilities constructed that are not within the City of Perris' right-of-way.

**FC Benefit Zone 36:** The flood control improvements to be maintained include the storm drain facilities constructed for the Triple Crown Elementary School. These facilities include the 18" storm drain, catch basin (No. 5), inlets and appurtenances within Valencia Street. The transition structure connecting to the on-site 36" storm is to be maintained by the property owner.

Also included are the 18" and 36" storm drain, catch basins (No. 1 through 4), inlets and appurtenances within Orange Avenue. The transition structure connecting to the on-site 36" storm drain is to be maintained by the property owner.

**FC Benefit Zone 37:** The flood control improvements to be maintained include the storm drain facilities constructed for DPR 04-0343. These facilities include the storm drains, catch basins, inlets, outlets and appurtenances that convey the storm drain flow within the public right-of-way and into the Perris Valley Storm Drain Channel.

**FC Benefit Zone 38:** The flood control improvements to be maintained include the storm drain facilities constructed for the Skyview Elementary School. The facilities include the storm drain, catch basins, inlets, outlets and appurtenances that convey the storm drain flow to the Metz Storm Drain Channel.

**FC Benefit Zone 39:** The flood control improvements to be maintained include the storm drain facilities constructed for DPR 05-0192. The facilities include the storm drain, catch basins, inlets, outlets and appurtenances and an earthen channel extending from Perris Boulevard to the Perris Valley Storm Drain Channel that convey the storm drain flow to the Perris Valley Storm Drain Channel.

**FC Benefit Zone 40:** The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tracts 32793 and 33720. These facilities include the storm drain, catch basins, inlets, outlets, channels, dikes, drains, cleanouts, a water filter unit, and appurtenances.

**FC Benefit Zone 41:** The flood control improvements to be maintained include the storm drain facilities constructed for Parcel Map 31832. These facilities include the storm drains, catch basins, outlets and appurtenances that convey the storm drain flow into the Perris Valley Storm Drain Channel.

**FC Benefit Zone 42:** The flood control improvements to be maintained include the storm drain facilities constructed for Parcel Map 31743. These facilities include the retention basin (Parcel C, Parcel Map 31743), as well as, the storm drains, catch basins, inlets, outlets and appurtenances that convey the storm drain flow into the basin.

**FC Benefit Zone 43:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed for Tract 32769. These facilities the detention basin (Lot 20, Tract 32769), as well as, the storm drains, catch basins, inlets, outlets and appurtenances that convey the storm drain flow into the basin. After containment, the two-unit pump will bring the flow up to "B" Street, where it will continue in a southerly direction.

**FC Benefit Zone 44:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed for Tracts 32707 and 32708.

The public storm drain facilities to be maintained include the storm drains, catch basins, channels, drains, dikes, cleanouts, inlets, outlets and appurtenances.

There are also private flood control facilities and appurtenances that will protect flooding within the tracts. Reference is made to the Storm Drain Maintenance Agreement, Tracts 32707 and 32708 between the City of Perris and Stratford Ranch Partners, LLC, as recorded February 8, 2006, as Instrument Number 2006-0098335, in the Office of the



Recorder of the County of Riverside, State of California, and by reference, is hereby made a part of this report to the same extent as if said Agreement was attached hereto.

The Agreement identifies the private improvements as interim facilities that will accommodate the storm flow from Benefit Zone 44 until the surrounding area is developed and the ultimate regional detention basin, water quality basin and permanent storm drain facilities are constructed. These improvements are identified as storm drains, channels, drains, dikes, cleanouts, inlets, outlets, the Markham Water Quality Basin, the Nance Water Quality Basin and appurtenances

Until the regional facilities are constructed, the Agreement sets forth certain requirements for the maintenance and upkeep of these private storm drainage facilities. Within Section 10.3 Annexation to Maintenance Districts, the Agreement requires that "... The City Engineer or designee shall calculate the annual assessment amounts necessary to pay for the maintenance of the Improvements as described herein. The assessment amounts shall be included in the maximum assessment rates(s); however, such amounts will not actually be assessed against the parcels in Tracts 32707 or 32708 unless Developer is in default of this Agreement and fails to cure such default pursuant to Section 8."

FC Benefit Zone 45: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 30780. These facilities include the storm drains, catch basins, hydraulic separators (3), cleanouts, inlets, outlets and appurtenances.

FC Benefit Zone 46: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 32249. These facilities include the storm drains, catch basins, water treatment systems (3), dikes, and appurtenances.

FC Benefit Zone 47: The flood control improvements to be maintained include the interior streets within Tract 31912.

FC Benefit Zone 48: The flood control improvements to be maintained include the storm drain facilities constructed for CUP 06-0158. These public improvements include a concrete flume, storm drain pipes, laterals, catch basins, manholes, transition/junction structures, and appurtenances.

FC Benefit Zone 49: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 31660. These facilities include the storm drains, catch basins, water treatment systems (3), Evans channel, Evans junction basin, inlets, drains, and appurtenances.

FC Benefit Zone 50: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 32428. These facilities include the storm drains, catch basins, water treatment systems (2), dikes, inlets, drains, and appurtenances.

FC Benefit Zone 51: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 31926. These facilities include the storm drains, catch basins, drains, inlets, outlets, cleanouts and appurtenances.

The storm drain flow will be directed into these facilities and through outlets into the San Jacinto River and into Parcel 1 of Tentative Map 31925. To eliminate pollutants, a bio-swale, also to be maintained, is located at each of the seven outlets. Parcel 1 and the bio-swales are to be maintained by the District.

FC Benefit Zone 52: The flood control improvements to be maintained include the storm drain facilities constructed for PM 35676. These facilities include the storm drain within Perris Boulevard, including catch basins and appurtenances.

In addition, five laterals into Line G-1, including catch basins and appurtenances are to be maintained. It is noted that the Riverside County Flood Control and Water Conservation District is responsible for the maintenance and upkeep of Line G-1.

Interim Facilities to be maintained include the 12" RCP under 1) Perry Street between Brennan and Indian Avenues, 2) Perry Street between Indian and Barrett Avenues, and 3) Barrett Avenue between Perry Street and Ramona Expressway.

FC Benefit Zone 53: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tracts 31650 and 32406. These facilities include the storm drains, clean water filter units (3), catch basins, drains, outlets, and appurtenances.

FC Benefit Zone 54: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 31651. These facilities include the storm drains, clean water filter units (2), catch basins, drains, outlets, and appurtenances.

FC Benefit Zone 55: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 31240. These facilities include the storm drains, 14-foot X 4.5-foot reinforced concrete box, catch basins, special connections, inlets, outlets, cleanouts, and appurtenances.

The storm drain flow will be directed into these facilities and through outlets into the Perris Valley Storm Drain Channel. To eliminate pollutants and overflow, the flow is diverted to the retention basin (Lot 115, Tract 31240-1) and the water quality basin (Lot L, Tract 31240-1) prior to discharge into the storm drain channel.

Reference is made to the Lease Agreement by and between the City of Perris and P-Murrieta-20 Partners, LLC (Corman Leigh Communities), and by reference, is hereby made a part of this report to the same extent as if said Agreement was attached hereto. This Agreement sets forth that the retention basin (Lot 115, Tract 32041-1) is to be maintained by Corman Leigh Communities. The water quality basin (Lot L, Tract 31240-1) is to be maintained under Flood Control Maintenance District No. 1.

FC Benefit Zone 56: The flood control improvements to be maintained include the storm drain facilities constructed for Parcel Map 33266. These facilities include a 10X5-foot reinforced concrete box, reinforced concrete pipes, catch basins, manholes, junction structures, inlets, outlets and appurtenances that convey the storm drain flow into a water quality basin (privately maintained).

FC Benefit Zone 57: The flood control improvements to be maintained include the storm drain facilities constructed for Parcel Map 34082. These facilities include high-density polyurethane pipes, catch basins, manholes, and appurtenances that convey the storm drain flow into an interim detention basin (Lots 19 and 21) and a water quality basin (Lot D). Maintenance of the water quality basin is provided under Benefit Zone 81, Landscape Maintenance District No. 1.

FC Benefit Zone 58: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 34073. These facilities include the storm drains, catch basins, cleanouts and appurtenances.

FC Benefit Zone 59: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 05-0279. These facilities include the storm drains, catch basins, cleanouts and appurtenances.

FC Benefit Zone 60: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 04-0314. These facilities include the storm drains, catch basins, cleanouts and appurtenances.

FC Benefit Zone 61: The flood control improvements to be maintained include the storm drain facilities constructed for PM 34199. These facilities include the force main, storm drains, catch basins, cleanouts and appurtenances.

FC Benefit Zone 63: The flood control improvements to be maintained include the storm drain facilities constructed for PM 31677. These facilities include the channels, storm drains, laterals, box culverts, catch basins, and appurtenances.

FC Benefit Zone 64: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 04-0464. These facilities include the storm drains, interim outlet channel, 16-foot X 4-foot reinforced concrete box, 12-foot X 4-foot reinforced concrete box, catch basins, inlets, outlets, manholes, junction structures, and appurtenances.

FC Benefit Zone 65: Superseded by FC Benefit Zone 105.

FC Benefit Zone 66: The flood control improvements to be maintained include the storm drain facilities constructed for Tract 33549. These facilities include the storm drains and force main, catch basins, manholes, and appurtenances.

FC Benefit Zones 67 and 68: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 10-03-0009. These facilities include the earthen channel, storm drains, catch basins, manholes, junction structures, and appurtenances.

FC Benefit Zone 69: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 07-0045. These facilities include the storm drains, catch basin, manholes, and appurtenances.

FC Benefit Zone 70: The flood control improvements to be maintained include the storm drain facilities constructed for the Perris Valley Aquatic Center. These facilities include

the inlet/outlets, storm drains, earthen swale located north of Vista Road, and appurtenances.

FC Benefit Zone 71: The flood control improvements to be maintained include the storm drain facilities constructed for PM 33587. The public facilities include the catch basins, curb inlets, storm drain, and appurtenances and an earthen channel extending from Perris Boulevard to the Perris Valley Storm Drain Channel that convey the storm drain flow to the Perris Valley Storm Drain Channel.

The private facilities include a detention basin and appurtenances.

FC Benefit Zone 72: Superseded by FC Benefit Zone 87.

FC Benefit Zone 73: The flood control improvements to be maintained include the storm drain facilities constructed for PM 34131. The public facilities include the catch basins, sidewalk drains, storm drains, drainage channel, drainage swale/de-silt basin/ slope area, rock-lined ditch, and appurtenances.

The private facilities include storm drains, detention basins (2), emergency spillway basin, and appurtenances.

FC Benefit Zone 74: The flood control improvements to be maintained include the storm drain facilities constructed for CUP 12-04-0015. These facilities include the inlet/outlets, storm drains, and appurtenances.

FC Benefit Zone 75: The flood control improvements to be maintained include the storm drain facilities constructed for Tract 24045-1. These facilities include catch basins, storm drains, appurtenances, and an earthen channel extending in an easterly direction from the easterly terminus of Business Park Drive.

FC Benefit Zone 76: The flood control improvements to be maintained include the storm drain facilities constructed for the Southeast High School. There are two categories of improvements to be maintained. The first category of improvements includes catch basins, inlets, 18" storm drain pipe, and appurtenances located within the Evans Road and Lemon Avenue rights-of-way. These improvements shall be maintained under Benefit Zone 76 until a third party other than owner of the area, Val Verde Unified School District, connects to or utilizes these improvements for a third party's benefit. In no case, shall Benefit Zone 76 fund the first category of improvements after the 2021/2022 Fiscal Year.

The second category of improvements are designated to be maintained by Riverside County Flood Control & Water Conservation District (RCFC&WCD) and include approximately 2,200 lineal feet of a double reinforced concrete box, concrete headwall, concrete pads, maintenance access roads with turnaround, gates and chain link fence, approximately 40 lineal feet of an interim inlet structure, and appurtenances. Upon the completion and acceptance of proposed downstream facilities (Line A-H), the second category of improvements will be maintained by RCFC&WCD. In no case, shall Benefit Zone 76 fund the second category of improvements after the 2021/2022 Fiscal Year.

FC Benefit Zone 77: The flood control improvements to be maintained include the interior streets and the storm drain facilities constructed for Tract 30850. The storm drain

facilities include catch basins, inlets and outlets; storm drains; detention basins; drainage easements; and appurtenances.

FC Benefit Zone 78: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 12-05-0013. The storm drain facilities include a catch basin, storm drain and appurtenances.

FC Benefit Zone 79: Superseded by FC Benefit Zone 84.

FC Benefit Zone 80: The flood control improvements to be maintained include the storm drain facilities constructed for Parcel 2, PM 36462. The storm drain facilities include catch basins, storm drains and appurtenances.

FC Benefit Zone 81: The flood control improvements to be maintained include the storm drain facilities constructed for PM 36469. The storm drain facilities include catch basins, storm drains and appurtenances.

FC Benefit Zone 82: The flood control improvements to be maintained include the storm drain facilities constructed for PM 36540. The storm drain facilities include catch basins, storm drains, and appurtenances.

FC Benefit Zone 83: The flood control improvements to be maintained include the storm drain facilities constructed for Clearwater Elementary School. The storm drain facilities include a catch basin, storm drains, and appurtenances.

FC Benefit Zone 84: The flood control improvements to be maintained include the storm drain facilities constructed for Parcel 1, PM 36462. The storm drain facilities include catch basins, storm drains, reinforced concrete box culvert and appurtenances.

FC Benefit Zone 85: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 07-09-0018. There are two categories of public improvements to be maintained. The first category of improvements includes the flood control facilities constructed under DPR 07-09-0018. These improvements consist of pipes that direct overflow to Harley Knox Boulevard and Nance Street. The second category of improvements includes flood control facilities to be constructed in the future. These improvements consist of a catch basin, storm drains, and appurtenances

FC Benefit Zone 86: The flood control improvements to be maintained include storm drain facilities constructed for PM 37043. The public storm drain facilities to be maintained include catch basins; storm drains; and, an earthen channel extending from Perris Boulevard to the Perris Valley Storm Drain Channel.

FC Benefit Zone 87: The flood control improvements to be maintained include storm drain facilities constructed for PM 36010. The public storm drain facilities to be maintained include catch basins, under-sidewalk drains and inlets; storm drains; three culverts (reinforced concrete box culvert); double reinforced concrete box; street undercrossings; emergency spillway; appurtenances; and, an earthen channel extending from Perris Boulevard to the Perris Valley Storm Drain Channel that conveys the storm drain flow to the Perris Valley Storm Drain Channel.

Riverside County Flood Control & Water Conservation District storm drain facilities will be maintained on an interim basis until accepted by the District. Acceptance is pending the completion of certain additional master plans facilities. These District facilities are further identified as follows:

- 1,350 lineal feet combination concrete trapezoidal channel and underground storm drain system with a concrete bulkhead at its upstream terminus (Line E-Stage 2)
- Maintenance Road adjacent to Line E-Stage 2
- Lift Station
- 50 lineal feet of double reinforced concrete box (Line 2)
- 70 lineal feet of reinforced concrete box (Line 3)
- 1,740 lineal feet combination reinforced concrete box, 48" and 54" reinforced concrete pipes underground storm drain system and its associated transition structure (Lat E-4)

**FC Benefit Zone 88:** The flood control improvements to be maintained include storm drain facilities constructed for CUP 15-05056. The public storm drain facilities to be maintained include a catch basin; storm drain; and, a concrete swale, including grated drop inlet.

**FC Benefit Zone 89:** The flood control improvements to be maintained include storm drain facilities constructed for CUP 14-09-0001. The public storm drain facilities to be maintained include an under-sidewalk drain/catch basin; storm drains; and, a concrete channel.

**FC Benefit Zone 90:** The flood control improvements to be maintained include storm drain facilities constructed for DPR 05-0477. The public storm drain facilities to be maintained include catch basins; inlets and outlets; storm drains; and, a reinforced concrete box.

**FC Benefit Zone 91:** The flood control improvements to be maintained include storm drain facilities constructed for Parcel Map 36726. The public storm drain facilities to be maintained include catch basins, inlets and outlets; storm drains; and, a flow interception ditch along Webster Avenue.

Riverside County Flood Control & Water Conservation District storm drain facilities will be maintained on an interim basis until accepted by the District. Acceptance is pending the completion of certain additional master plans facilities. These District facilities include outlets and connections, 54" and 72" storm drains, and reinforced concrete boxes.

**FC Benefit Zone 92:** The flood control improvements to be maintained include storm drain facilities constructed for DPR 06-0140. The public storm drain facilities to be maintained include an under-sidewalk drain, channel and storm drains; and, downstream facilities within Patterson Avenue, including catch basins, storm drains and a reinforced concrete box extending to the Oleander Storm Drain Channel.

**FC Benefit Zone 93:** The flood control improvements to be maintained include storm drain facilities constructed for Parcel 1, PM 36512 and Parcel 1, PM 36582. The public storm drain facilities to be maintained include catch basins, bulkheads and headwalls and storm drain pipe.

Riverside County Flood Control & Water Conservation District storm drain facilities will be maintained on an interim basis until accepted by the District. Acceptance is pending the completion of certain additional master plans facilities. These District facilities include 48", 54", 60", 66", 78" and 90" reinforced concrete pipes, bulkheads and headwalls, and reinforced concrete boxes.

**FC Benefit Zone 94:** The flood control improvements to be maintained include storm drain facilities constructed for PM 36678. The public storm drain facilities to be maintained include catch basins and storm drain pipe.

Riverside County Flood Control & Water Conservation District storm drain facilities will be maintained on an interim basis until accepted by the District. Acceptance is pending the completion of certain additional master plans facilities. These District facilities include 42" and 48" reinforced concrete pipes and 2,290 lineal feet of reinforced concrete box.

**FC Benefit Zone 95:** The flood control improvements to be maintained consist of storm drain facilities constructed and maintained under FC Benefit Zone 74. Twenty-five percent of the costs incurred by FC Benefit Zone 74 are to be contributed by FC Benefit Zone 95.

**FC Benefit Zone 96:** The flood control improvements to be maintained include storm drain facilities constructed for PM 37055. These facilities include catch basins, 18-inch and 24-inch storm drain, a 5-foot X 2-foot reinforced concrete box, 20% of the 8-foot X 6-foot reinforced concrete box along the north boundary of PM 37055 to Patterson Avenue, and 20% of the 5-foot X 2-foot reinforced concrete box from the intersection of Harley Knox Boulevard and Paterson Avenue extending 1,332 lineal feet then extending east in Oleander Avenue 2,210 lineal feet to the Oleander Storm Drain Channel.

**FC Benefit Zones 97, 98, and 99:** The flood control improvements to be maintained include storm drain facilities constructed for Tracts 36988, 36989, 37262. The first category of improvements includes the flood control facilities that will protect flooding within each benefit zone. These facilities include water quality basins, catch basins, reinforced concrete storm drain pipes, inlets, outlets, Green Valley Parkway bridge crossing over the Romoland Channel, culverts under Ethanac Road, and other appurtenances that collect, channel and convey the storm drain flow.

The second category of improvements to be maintained includes:

- West Elm Parkway from Goetz Road to Green Valley Parkway,
- Green Valley Parkway from the northeast corner of Tract 37262 to Murrieta Road, and
- Interior streets within the tracts. Maintenance of the street improvements includes annual inspections, slurry seal, grind and overlay of existing pavement, and the replacement of damaged pavement, curb, gutter, and sidewalk.

**FC Benefit Zone 100:** The flood control improvements to be maintained include storm drain facilities constructed for DPR 16-00015. The improvements include an 18-inch reinforced concrete pipe (RCP) extending from DPR 16-00015 to the existing 24-inch RCP in Markham Street; catch basin, lateral and 20% contribution towards the 84-inch RCP in Indian Avenue abutting DPR 16-00015; and, 20% contribution towards an earthen channel and facilities along the north side of the Ramona Expressway extending from Indian Avenue to the Perris Valley Storm Drain Channel.

**FC Benefit Zone 101:** The flood control improvements to be maintained include storm drain facilities constructed for CUP 16-05168. The public storm drain facilities to be maintained include catch basins, storm drain pipes and box culverts.

**FC Benefit Zone 102:** The flood control improvements to be maintained include storm drain facilities constructed for DPR 06-0059. The public storm drain facilities to be maintained include a catch basin, outlet, under sidewalk drain, dikes and storm drain pipes.

**FC Benefit Zone 103:** The flood control improvements to be maintained include storm drain facilities constructed for PM 37187. The public storm drain facilities to be maintained improvements include catch basins, storm drain pipes, and an earthen channel and facilities along the north side of the Ramona Expressway extending from Indian Avenue to the Perris Valley Storm Drain Channel.

**FC Benefit Zone 104:** The flood control improvements to be maintained include storm drain facilities constructed for PM 35268. There are two categories of improvements to be maintained under Benefit Zone 104. The first category of improvements includes catch basins, inlets, headwall, median drains, and storm drain pipe.

The second category of improvements includes a 10-foot by 5-foot reinforced concrete box (RCB) and a 20-foot wide concrete channel leading from the RCB to the privately maintained detention basin. Improvements within the second category are to be maintained on an interim basis pending the completion of certain master plan facilities. At that time, the channel and detention basin are to be abandoned and the RCB is to be maintained by Riverside County Flood Control and Water Conservation District. Costs for the maintenance of the second category of improvements are shared with Benefit Zone 105, based on the net area within each Benefit Zone.

**FC Benefit Zone 105:** The flood control improvements to be maintained include storm drain facilities constructed for DPR 06-0635. There are two categories of improvements to be maintained under Benefit Zone 105. The first category of improvements includes catch basins, median drains, and storm drain pipe.

The second category of improvements includes a 10-foot by 5-foot reinforced concrete box (RCB) and a 20-foot wide concrete channel leading from the RCB to the privately maintained detention basin. Improvements within the second category are to be maintained on an interim basis pending the completion of certain master plan facilities. At that time, the channel and detention basin are to be abandoned and the RCB is to be maintained by Riverside County Flood Control and Water Conservation District. Costs for the maintenance of the second category of improvements are shared with Benefit Zone 104, based on the net area within each Benefit Zone.



**FC Benefit Zone 106:** The flood control improvements to be maintained include catch basins, storm drain pipe and a detention basin constructed under PM 33266 (FC Benefit Zone 56) that benefit PM 35762. Assessments levied under FC Benefit Zone 106 fund, in part, costs incurred by FC Benefit Zone 56.

**FC Benefit Zone 108:** The flood control improvements to be maintained include drain facilities constructed for DPR 16-00013. There are two categories of improvements to be maintained under Benefit Zone 108.

The first category of improvements includes a catch basin, reinforced concrete (RCP) storm drain pipe, and appurtenances, all located within the public right-of-way. Improvements within this category are to be maintained by Benefit Zone 108 in perpetuity.

The second category of improvements include 36-inch RCP and a 6-foot wide concrete channel leading from the 30-inch RCP to the Perris Valley Storm Drain Channel. Improvements within the second category are to be maintained on an interim basis pending the completion of certain master plan facilities. At that time, it is anticipated that the channel will be abandoned.

**FC Benefit Zone 109:** The flood control improvements to be maintained for CUP 16-05258 include drain facilities constructed for the northwest corner of the intersection of Perris Boulevard and Ramona Expressway. The improvements to be maintained under Benefit Zone 109 include a Reinforced concrete storm drain pipe and appurtenances, and a contribution, based on frontage, towards the maintenance of the channel that extends to and from the property easterly to the Perris Valley Storm Drain Channel.

**FC Benefit Zone 110:** The flood control improvements to be maintained include storm drain facilities constructed under PR 17-05194. The public storm drain facilities to be maintained include a catch basin, storm drain pipe, and appurtenances. It is noted that the catch basin and a portion of the storm drain pipe to be maintained are located within the property line. The remaining improvements are located within the public right-of-way.

**FC Benefit Zone 111:** The flood control improvements to be maintained include storm drain facilities that will accommodate the storm flow and protect PM 37304 from inundation. The facilities include catch basins, storm drain pipes, and appurtenances all located in the public right-of-way.

**FC Benefit Zone 112:** The flood control improvements to be maintained include storm drain facilities that will accommodate the storm flow and protect PM 37343 from inundation. The improvements to be maintained include catch basins, storm drain pipes, and appurtenances.

**FC Benefit Zone 113:** The improvements to be maintained under TR 32497 include catch basins, storm drain pipes, and appurtenances all located within the public right-of-way.

It is noted that all private on-site storm drainage facilities and basins identified within the property line are to be maintained by the Homeowner's Association and not the City of Perris.

**FC Benefit Zone 114:** The improvements to be maintained under PM 36770 include catch basins, storm drain pipes, and appurtenances all located within the public right-of-way.

**FC Benefit Zone 115:** The improvements to be maintained under PM 37278 include a catch basin, storm drain pipes, and appurtenances all located in the public right-of-way.

**FC Benefit Zone 116:** The improvements to be maintained under DPR 19-00003 include an inlet, catch basins, storm drain pipes, and appurtenances all located in the public right-of-way. Improvements are to be maintained on an interim basis pending the completion of certain master planned facilities.

**FC Benefit Zone 117:** The improvements to be maintained under DPR 18-00006 include curb drains and appurtenances all located in the public right-of-way.

**FC Benefit Zone 118:** The flood control improvements to be maintained include drain facilities constructed for PM 37457. There are two categories of improvements to be maintained under Benefit Zone 118.

The first category of improvements are to be maintained in perpetuity and includes two catch basins, storm drain pipes, and appurtenances all located in the public right-of-way.

The second category of improvements are to be maintained on an interim basis pending the completion of certain master plan facilities and acceptance by Riverside County Flood Control and Water Conservation District (RCFC&WCD). This category includes two catch basins, storm drain pipes, a reinforced concrete box, transition structure to collect runoff discharge from the existing drainage facility to the west, convey it through the property, and discharge the flow into the existing box culvert at the intersection of Indian Ave.

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

**FC Benefit Zone 119:** The flood control improvements to be maintained include drain facilities constructed for TR 36648. There are two categories of improvements to be maintained under Benefit Zone 119.

The first category of improvements are to be maintained in perpetuity and includes forty-eight catch basins, 18-, 24-, 30-, 36-, 42-, 48-, 66- inch reinforced concrete (RCP) storm drain pipes; double 36- inch RCP, an 8-foot by 4-foot reinforced concrete box (RCB), transitions to collect runoff discharge from the drainage facility, convey it through the property, and discharge the flow into the Perris Valley Storm Drain Channel, and appurtenances located within the public right-of-way.

The second category of improvements to be maintained under Benefit Zone 119 are the shared cost for the maintenance of the facilities on Evans Road. These facilities include 4 catch basins along Evans road, 24-, 36-, 48- inch reinforced concrete (RCP) storm drain pipes, and 8" HDPE Storm Drain Pipes.

**FC Benefit Zone 120:** The improvements to be maintained under DPR 19-00007 include an inlet, catch basins, 18-, 36- and 42-inch reinforced concrete (RCP) storm drain pipes, and appurtenances, all located within the public right-of-way.

**FC Benefit Zone 121:** The improvements to be maintained under PM 37760 include an inlet, fifteen (15) catch basins, 18-, 24-, 30-, 33- and 36-inch reinforced concrete (RCP) storm drain pipes, and appurtenances, all located within the public right-of-way.

**FC Benefit Zone 122:** The improvements to be maintained under DPR 07-0119 include an inlet, catch basins, 18-, 24-, 30- and 36-inch reinforced concrete (RCP) storm drain pipes, and appurtenances, all located within the public right-of-way.

**FC Benefit Zone 123:** The improvements to be maintained under DPR 18-00011 include an inlet, 18- double reinforced concrete (RCP) storm drain pipes, 30-inch reinforced concrete (RCP) storm drain pipes, and appurtenances, all located within the public right-of-way.

Plans and Specifications for the Flood Control Benefit Zone improvements are voluminous and not bound in this report, but by this reference, are incorporated and made a part of this report. The plans and specifications are on file at the City, where they are available for public inspection.

Unless noted otherwise, all private on-site storm drain facilities and basins identified within the property line are to be maintained by the property owner and not the City of Perris.

The boundaries of the FC Benefit Zones of FCMD No. 1 are shown on Exhibit A.

### **III. ESTIMATE OF COSTS**

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The 1982 Act provides that the estimated costs of the improvements shall include the total cost of the improvements for Fiscal Year 2022/23, including incidentals, which may include a 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January.

The 1982 Act also provides that the amount of any surplus, deficit, or contribution be included in the estimated cost of improvements. The net amount to be assessed on the lots or parcels within each FC Benefit Zone is the total cost of maintenance and servicing with adjustments either positive or negative for reserves, surpluses, deficits, and/or contributions.

Estimated costs of improvements for the FC Benefit Zones are voluminous and not bound in this report, but by this reference, are incorporated and made a part of this report. The estimated costs are on file at the City, where they are available for public inspection.



**FISCAL YEAR 2022/23 COST ESTIMATE  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS**

Benefit Zone	Projected FY2021/22 Surplus/(Deficit)	FY2022/23 Assessment	Subtotal Funds	Maintenance	Slurry Seal	Subtotal Costs	Systems			Street Reserve	Channel, Reserves & Projects	Estimated End of Year
							Management	Tax Roll Reserve	Street Reserve			
FC 2	\$63,287.99	\$12,503.28	\$75,791.27	\$42,215.00	\$0.00	\$42,215.00	\$12,468.77	\$21,107.50	\$0.00	\$0.00	\$0.00	
FC 5	17,171.86	4,534.00	21,705.86	10,964.00	0.00	10,964.00	3,238.36	5,482.00	0.00	2,021.50	0.00	
FC 6	47,233.70	14,523.04	61,756.74	7,451.00	0.00	7,451.00	2,200.75	3,725.50	0.00	48,379.49	0.00	
FC 14	279,147.11	73,458.58	352,605.69	46,047.00	0.00	46,047.00	13,600.60	23,023.50	0.00	83,700.00	186,234.59	
FC 15	40,372.78	24,000.20	64,372.98	26,501.00	0.00	26,501.00	7,827.43	13,250.50	0.00	16,794.05	0.00	
FC 16	56,442.05	18,916.31	75,358.36	18,500.00	0.00	18,500.00	5,464.22	9,250.00	0.00	42,144.14	0.00	
FC 17	18,706.14	7,118.79	25,824.93	7,091.00	0.00	7,091.00	2,094.42	3,545.50	0.00	13,094.01	0.00	
FC 18A	9,359.25	4,668.08	14,027.33	7,617.00	0.00	7,617.00	2,249.78	3,808.50	0.00	352.05	0.00	
FC 18B	14,985.47	3,394.68	18,380.15	2,087.00	0.00	2,087.00	616.42	1,043.50	5,014.14	9,619.09	0.00	
FC 19	2,722.00	1,521.96	4,243.96	2,353.00	0.00	2,353.00	694.99	1,176.50	0.00	19.47	0.00	
FC 21	16,375.49	4,198.04	20,573.53	2,014.00	0.00	2,014.00	594.86	1,007.00	0.00	2,700.00	14,257.67	
FC 22	120,788.44	41,757.82	162,546.26	53,703.00	0.00	53,703.00	15,861.90	26,851.50	0.00	60,300.00	5,829.86	
FC 23	16,845.74	6,110.99	22,956.73	6,043.00	0.00	6,043.00	1,784.88	3,021.50	0.00	12,107.35	0.00	
FC 24	619,914.36	81,810.45	701,724.81	26,616.00	0.00	26,616.00	7,861.39	13,308.00	396,238.98	257,700.44	0.00	
FC 25	997,056.80	127,749.59	1,124,806.39	47,746.00	0.00	47,746.00	14,102.42	23,873.00	715,397.82	323,687.15	0.00	
FC 26	102,198.19	26,219.22	128,417.41	8,335.00	0.00	8,335.00	2,461.85	4,167.50	12,202.70	101,250.36	0.00	
FC 27	3,135.91	7,200.09	10,336.00	5,757.00	0.00	5,757.00	1,700.41	2,878.50	0.00	0.09	0.00	
FC 28	222,848.51	24,178.88	247,027.39	7,187.00	0.00	7,187.00	2,122.78	3,593.50	149,498.00	84,626.11	0.00	
FC 29	325,185.93	45,687.82	370,873.75	23,500.00	0.00	23,500.00	6,941.04	11,750.00	226,238.31	102,444.40	0.00	
FC 31	982,520.11	113,633.32	1,096,153.43	27,000.00	0.00	27,000.00	7,974.81	13,500.00	519,533.90	528,144.72	0.00	
FC 32A	80,310.24	16,027.04	96,337.28	10,500.00	0.00	10,500.00	3,101.32	5,250.00	33,562.70	43,923.26	0.00	
FC 32B	176,378.92	51,488.22	227,867.14	27,200.00	0.00	27,200.00	8,033.89	13,600.00	130,031.09	49,002.16	0.00	



Benefit Zone	Projected FY2021/22 Surplus/(Deficit)	FY2022/23 Assessment	Projected				Systems			Channel, Reserves & Projects			Estimated End of Year
			Subtotal Funds	Maintenance	Slurry Seal	Subtotal Costs	Management	Tax Roll Reserve	Street Reserve	Projects			
FC 33	7,322.35	2,944.24	10,266.59	2,567.00	0.00	2,567.00	758.20	1,283.50	0.00	5,657.89	0.00	0.00	
FC 34	506,704.76	75,531.31	582,236.07	41,638.00	0.00	41,638.00	12,298.34	20,819.00	228,032.55	279,448.18	0.00	0.00	
FC 35B	241,235.35	30,988.12	272,223.47	6,673.00	0.00	6,673.00	1,970.96	3,336.50	124,701.87	135,541.14	0.00	0.00	
FC 36	21,398.35	6,966.93	28,365.28	3,200.00	0.00	3,200.00	945.16	1,600.00	0.00	3,600.00	19,020.12	0.00	
FC 37	21,565.93	6,307.80	27,873.73	5,274.00	0.00	5,274.00	1,557.75	2,637.00	0.00	18,404.98	0.00	0.00	
FC 38	6,531.27	3,445.25	9,976.52	2,976.00	0.00	2,976.00	879.00	1,488.00	0.00	4,633.52	0.00	0.00	
FC 39	113,445.57	31,546.79	144,992.36	12,643.00	0.00	12,643.00	3,794.28	6,321.50	0.00	122,293.58	0.00	0.00	
FC 40	136,608.88	27,650.23	164,259.11	16,955.00	0.00	16,955.00	5,007.89	8,477.50	46,497.89	87,320.63	0.00	0.00	
FC 41	38,466.00	11,926.58	50,392.58	7,307.00	0.00	7,307.00	2,158.22	3,653.50	0.00	37,273.86	0.00	0.00	
FC 43	6,738.67	8,720.24	15,458.91	1,392.00	0.00	1,392.00	411.15	696.00	0.00	1,800.00	11,159.76	0.00	
FC 44	722,167.53	96,781.19	818,948.72	32,880.00	0.00	32,880.00	9,711.55	16,440.00	331,861.27	428,055.90	0.00	0.00	
FC 45	304,338.28	47,158.93	351,497.21	26,388.00	0.00	26,388.00	7,794.05	13,194.00	213,309.11	90,812.05	0.00	0.00	
FC 46	573,956.87	63,773.58	637,730.45	24,566.00	0.00	24,566.00	7,255.90	12,283.00	335,294.09	258,331.46	0.00	0.00	
FC 48	45,188.72	14,913.05	60,101.77	11,914.00	0.00	11,914.00	3,518.96	5,957.00	0.00	36,711.81	0.00	0.00	
FC 49	458,933.10	77,592.90	536,526.00	41,191.00	0.00	41,191.00	12,166.31	20,595.50	170,369.31	292,203.88	0.00	0.00	
FC 50	108,873.94	32,024.09	140,898.03	24,137.00	0.00	24,137.00	7,129.19	12,068.50	47,205.60	50,357.74	0.00	0.00	
FC 51	521,365.40	90,927.61	612,293.01	38,241.00	0.00	38,241.00	11,294.99	19,120.50	169,471.87	374,164.65	0.00	0.00	
FC 52	170,208.42	42,075.20	212,283.62	7,200.00	0.00	7,200.00	2,126.62	3,600.00	0.00	15,000.00	184,357.00	0.00	
FC 53	227,175.27	29,605.99	256,781.26	10,551.00	0.00	10,551.00	3,116.38	5,275.50	113,442.60	124,995.78	0.00	0.00	
FC 56	61,620.50	20,338.29	81,958.79	35,000.00	0.00	35,000.00	10,337.72	17,500.00	0.00	19,121.07	0.00	0.00	
FC 57	47,373.44	13,170.17	60,543.61	7,007.00	0.00	7,007.00	2,069.61	3,503.50	0.00	47,963.50	0.00	0.00	



Benefit Zone	Projected FY2021/22 Surplus/(Deficit)	FY2022/23 Assessment	Subtotal Funds	Maintenance	Slurry Seal	Subtotal Costs	Systems			Street Reserve	Channel, Reserves & Projects	Estimated End of Year
							Management	Tax Roll	Reserve			
FC 60	2,479.03	1,083.56	3,562.59	1,396.00	0.00	1,396.00	412.33	698.00	0.00	1,056.26	0.00	
FC 61	5,023.76	3,419.49	8,443.25	2,160.00	0.00	2,160.00	637.98	1,080.00	0.00	4,565.27	0.00	
FC 63	21,631.65	8,595.84	30,227.49	5,244.00	0.00	5,244.00	1,548.89	2,622.00	0.00	20,812.60	0.00	
FC 64	197,935.12	49,462.35	247,397.47	26,083.00	0.00	26,083.00	7,703.96	13,041.50	0.00	200,569.01	0.00	
FC 67	22,001.86	3,266.26	25,268.12	2,524.00	0.00	2,524.00	745.50	1,262.00	0.00	20,736.62	0.00	
FC 68	2.86	2,346.10	2,348.96	1,100.00	0.00	1,100.00	324.90	550.00	0.00	374.06	0.00	
FC 69	6,254.35	1,641.71	7,896.06	926.00	0.00	926.00	273.51	463.00	0.00	6,233.55	0.00	
FC 70	29,987.44	6,478.64	36,466.08	1,500.00	0.00	1,500.00	443.05	750.00	0.00	33,773.03	0.00	
FC 71	120,155.87	29,892.33	150,048.20	16,791.00	0.00	16,791.00	4,959.45	8,395.50	0.00	8,100.00	111,802.25	
FC 73	263,213.22	61,175.18	324,388.40	4,597.00	0.00	4,597.00	1,357.79	2,298.50	0.00	4,500.00	311,635.11	
FC 74	30,978.89	8,413.75	39,392.64	8,683.00	0.00	8,683.00	2,564.64	4,341.50	0.00	23,803.50	0.00	
FC 75	6,406.01	543.85	6,949.86	3,871.00	0.00	3,871.00	1,143.35	1,935.50	0.00	0.01	0.00	
FC 76	184,970.20	0.00	184,970.20	17,117.00	0.00	17,117.00	5,055.74	8,558.50	0.00	2,700.00	151,538.96	
FC 77	1,250,659.64	223,827.99	1,474,487.63	0.00	0.00	0.00	0.00	332,096.20	1,142,391.43	0.00	0.00	
FC 78	13,956.10	228.36	14,184.46	7,870.00	0.00	7,870.00	2,324.51	3,935.00	0.00	54.95	0.00	
FC 80	6,847.92	3,418.82	10,266.74	5,709.00	0.00	5,709.00	1,686.23	2,854.50	0.00	17.01	0.00	
FC 81	22,409.39	5,688.20	28,047.59	2,169.00	0.00	2,169.00	640.64	1,084.50	0.00	24,153.45	0.00	
FC 82	2,564.88	1,771.71	4,336.59	1,142.00	0.00	1,142.00	337.31	571.00	0.00	2,286.28	0.00	
FC 83	1,544.38	577.32	2,121.70	472.00	0.00	472.00	139.41	236.00	0.00	1,274.29	0.00	
FC 84	20,414.16	11,397.13	31,811.29	17,687.00	0.00	17,687.00	5,224.09	8,843.50	0.00	56.70	0.00	
FC 85	3,592.77	1,720.86	5,313.63	2,746.00	0.00	2,746.00	811.07	1,373.00	0.00	383.56	0.00	



Benefit Zone	Projected FY2021/22		FY2022/23		Systems					Channel, Reserves & Projects			Estimated End of Year
	Surplus/(Deficit)	Assessment	Subtotal Funds	Maintenance	Slurry Seal	Subtotal Costs	Management	Tax Roll Reserve	Street Reserve	Channel, Reserves & Projects	Estimated End of Year		
FC86	1,724.44	780.56	2,505.00	1,183.00	0.00	1,183.00	349.41	591.50	0.00	381.09	0.00	0.00	
FC87	391,888.90	78,681.76	470,570.66	13,833.00	0.00	13,833.00	4,085.76	6,916.50	0.00	6,120.00	0.00	439,615.40	
FC88	1,756.23	494.03	2,250.26	1,252.00	0.00	1,252.00	369.80	626.00	0.00	2.46	0.00	0.00	
FC90	4,859.21	2,079.80	6,939.01	3,080.00	0.00	3,080.00	909.72	1,540.00	0.00	1,409.29	0.00	0.00	
FC91	160,764.67	50,584.31	211,348.98	5,125.00	0.00	5,125.00	1,513.74	2,562.50	0.00	2,700.00	0.00	199,447.74	
FC92	19,037.92	5,966.11	25,004.03	304.00	0.00	304.00	89.79	152.00	0.00	24,458.24	0.00	0.00	
FC93	127,311.87	54,214.40	181,526.27	41,097.00	0.00	41,097.00	12,138.55	20,548.50	0.00	107,742.22	0.00	0.00	
FC94 (P)	3,249.89	6,741.93	9,991.82	4,304.00	0.00	4,304.00	1,271.24	2,152.00	0.00	2,264.58	0.00	0.00	
FC94 (F)	28,467.15	30,652.04	59,119.19	32,844.00	0.00	32,844.00	9,700.92	16,422.00	0.00	152.27	0.00	0.00	
FC95	4,816.19	2,048.15	6,864.34	2,170.00	0.00	2,170.00	640.94	1,085.00	0.00	2,968.40	0.00	0.00	
FC96	29,873.75	13,262.51	43,136.26	9,438.00	0.00	9,438.00	2,787.64	4,719.00	0.00	8,100.00	0.00	18,091.62	
FC100	38,344.86	14,025.85	52,370.71	1,800.00	0.00	1,800.00	531.65	900.00	0.00	49,139.06	0.00	0.00	
FC101	4,085.52	2,259.56	6,345.08	3,518.00	0.00	3,518.00	1,039.09	1,759.00	0.00	28.99	0.00	0.00	
FC102	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
FC103	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
FC104	9,223.44	12,577.48	21,800.92	12,053.00	0.00	12,053.00	3,560.02	6,026.50	0.00	161.40	0.00	0.00	
FC105	1,164.33	2,210.56	3,374.89	440.00	0.00	440.00	129.96	220.00	0.00	900.00	0.00	1,684.93	
FC106	5,767.63	2,496.54	8,264.17	458.00	0.00	458.00	135.28	229.00	0.00	7,441.89	0.00	0.00	
FC108	19,783.38	12,510.58	32,293.96	17,898.00	0.00	17,898.00	5,286.41	8,949.00	0.00	160.55	0.00	0.00	
FC109	0.00	1,572.35	1,572.35	707.00	0.00	707.00	208.82	353.50	0.00	303.03	0.00	0.00	
FC110	1,512.37	1,052.96	2,565.33	500.00	0.00	500.00	147.68	250.00	0.00	1,667.65	0.00	0.00	

NOTE: Totals may not foot due to rounding.





Benefit Zone	Projected FY2021/22 Surplus/(Deficit)	FY2022/23 Assessment	Subtotal Funds	Maintenance	Slurry Seal	Subtotal Costs	Systems Management	Tax Roll Reserve	Street Reserve	Channel, Reserves & Projects	Estimated End of Year
FC 111	3,304.74	4,600.27	7,905.01	2,095.00	0.00	2,095.00	618.79	1,047.50	0.00	2,700.00	1,443.72
FC 112	4,172.63	3,951.30	8,123.93	4,514.00	0.00	4,514.00	1,333.27	2,257.00	0.00	19.66	0.00
FC 114	5,024.77	5,348.64	10,373.41	5,765.00	0.00	5,765.00	1,702.77	2,882.50	0.00	23.14	0.00
FC 116	5,232.89	17,500.00	22,732.89	12,662.00	0.00	12,662.00	3,739.89	6,331.00	0.00	0.00	0.00
<b>TOTALS</b>	<b>\$11,638,601.52</b>	<b>\$2,195,600.03</b>	<b>\$13,834,201.55</b>	<b>\$1,082,954.00</b>	<b>\$0.00</b>	<b>\$1,082,954.00</b>	<b>\$319,865.01</b>	<b>\$541,477.00</b>	<b>\$4,300,000.00</b>	<b>\$5,933,786.84</b>	<b>\$1,656,118.70</b>

	FY 2022/23
<b>Systems Management</b>	
Administration & Operations	\$294,465.00
Office of the City Clerk	1,900.00
Assessment Engineering	18,500.00
County Charges	5,000.00
<b>Total Systems Management</b>	<b>\$319,865.00</b>

## ***IV. METHOD OF ASSESSMENT***

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The following is the approved assessment methodologies for the FC Benefit Zones:

### **A. BACKGROUND**

The Benefit Assessment Act of 1982 provides that assessments may be apportioned upon all assessable lots or parcels of land within an assessment district in proportion to the estimated benefits to be received by each lot or parcel from the improvements. In addition, Proposition 218 requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel.

Proposition 218 provides that only special benefits are assessable, and the City must separate the general benefits from the special benefits conferred on a parcel. A special benefit is a particular and distinct benefit over and above general benefits conferred on the public at large, including real property within a FC Benefit Zone. The general enhancement of property value does not constitute a special benefit.

### **B. SPECIAL BENEFIT**

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

### **C. GENERAL BENEFIT**

The drainage facilities are located within and/or immediately adjacent to properties within the FC Benefit Zones. They were installed and are maintained particularly and solely to serve, and for the benefit of, the properties within the FC Benefit Zones. Any benefit received by properties outside of the FC Benefit Zones is inadvertent and unintentional. Therefore, any general benefits associated with the storm drainage facilities of the FC Benefit Zones are merely incidental, negligible, and non-quantifiable.

### **D. APPORTIONMENT**

The assessments are based on the assignment of benefit units to each parcel. Within each respective benefit zone, a benefit unit is equal to a single family home, or in non-residential areas a benefit unit is equal to one acre. The proposed assessment, number of benefit units and the assessment per benefit unit, by FC Benefit Zone, are listed in the following table.



**FISCAL YEAR 2022/23 ASSESSMENT ROLL (BY FC BENEFIT ZONE)  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS**

Benefit Zone	Benefit Units	Flood Control			Street Repair			Total
		Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2022/23 Assessment	
FC 1	111.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FC 2	708.00	17.66	12,503.28	17.66	12,503.28	0.00	0.00	12,503.28
FC 3	620.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 4	38.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 5	100.00	45.34	4,534.00	45.34	4,534.00	0.00	0.00	4,534.00
FC 6	40.22	361.09	14,523.04	533.54	21,458.86	0.00	0.00	14,523.04
FC 7	5.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 8	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 9	19.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 10	112.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 11	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 12	0.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 14A	322.00	37.49	12,071.78	37.48	12,068.92	0.00	0.00	12,071.78
FC 14B	1,094.00	37.49	41,014.06	37.48	41,004.36	0.00	0.00	41,014.06
FC 14C	142.00	143.47	20,372.74	143.47	20,372.91	0.00	0.00	20,372.74
FC 15	310.00	77.42	24,000.20	376.98	116,863.12	0.00	0.00	24,000.20
FC 16	181.00	104.51	18,916.31	111.56	20,192.67	0.00	0.00	18,916.31
FC 17	109.00	65.31	7,118.79	82.20	8,960.34	0.00	0.00	7,118.79
FC 18A	92.00	50.74	4,668.08	50.74	4,668.19	0.00	0.00	4,668.08
FC 18B	15.00	86.69	1,300.35	86.69	1,300.39	139.62	2,094.33	3,394.68



Benefit Zone	Benefit Units	Flood Control				Street Repair			Total	
		Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit		Maximum Assessment
FC 19	33.00	\$46.12	1,521.96	46.13	1,522.29	0.00	0.00	0.00	0.00	1,521.96
FC 20	8.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 21	58.00	72.38	4,198.04	76.48	4,435.93	0.00	0.00	0.00	0.00	4,198.04
FC 22	494.00	84.53	41,757.82	84.53	41,760.22	0.00	0.00	0.00	0.00	41,757.82
FC 23	103.00	59.33	6,110.99	69.63	7,172.26	0.00	0.00	0.00	0.00	6,110.99
FC 24	200.00	102.64	20,528.00	147.96	29,591.76	306.41	61,282.45	306.41	61,282.45	81,810.45
FC 25	519.00	89.86	46,637.34	122.07	63,352.51	156.29	81,112.25	156.29	81,112.25	127,749.59
FC 26	67.00	297.70	19,945.90	367.63	24,631.06	93.63	6,273.32	93.63	6,273.32	26,219.22
FC 27	81.00	88.89	7,200.09	96.45	7,812.27	0.00	0.00	168.36	13,637.21	7,200.09
FC 28	95.00	55.46	5,268.70	93.85	8,916.17	199.05	18,910.18	199.05	18,910.18	24,178.88
FC 29	147.00	123.67	18,179.49	124.63	18,320.52	187.13	27,508.33	187.13	27,508.33	45,687.82
FC 31	378.00	90.44	34,186.32	93.60	35,380.80	210.18	79,447.00	210.18	79,447.00	113,633.32
FC 32A	89.00	114.70	10,208.30	114.70	10,208.48	65.38	5,818.74	65.38	5,818.74	16,027.04
FC 32B	304.00	103.99	31,612.96	108.15	32,876.96	65.38	19,875.26	65.38	19,875.26	51,488.22
FC 33	1.00	2,944.24	2,944.24	4,381.66	4,381.66	0.00	0.00	0.00	0.00	2,944.24
FC 34	334.00	97.44	32,544.96	146.75	49,015.61	128.70	42,986.35	128.70	42,986.35	75,531.31
FC 35A	94.00	0.00	0.00	52.00	4,887.75	0.00	0.00	0.00	0.00	0.00
FC 35B	153.00	50.06	7,659.18	79.82	12,213.13	152.48	23,328.94	152.48	23,328.94	30,988.12
FC 36	9.52	731.82	6,966.93	731.82	6,966.94	0.00	0.00	0.00	0.00	6,966.93
FC 37	1.00	6,307.80	6,307.80	8,557.96	8,557.96	0.00	0.00	0.00	0.00	6,307.80
FC 38	1.00	3,445.25	3,445.25	5,976.97	5,976.97	0.00	0.00	0.00	0.00	3,445.25



Benefit Zone	Benefit Units	Flood Control				Street Repair			Total	
		Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit		Maximum Assessment
FC 39	1.00	\$31,546.79	31,546.79	32,650.15	32,650.15	0.00	0.00	0.00	0.00	31,546.79
FC 40	112.00	123.21	13,799.52	198.76	22,261.20	123.67	13,850.71	123.67	13,850.71	27,650.23
FC 41	24.16	493.65	11,926.58	493.66	11,926.71	0.00	0.00	0.00	0.00	11,926.58
FC 42	8.01	0.00	0.00	903.01	7,233.10	0.00	0.00	0.00	0.00	0.00
FC 43	19.00	458.96	8,720.24	568.75	10,806.23	0.00	0.00	98.94	1,879.85	8,720.24
FC 44	371.00	87.43	32,436.53	174.02	64,562.63	173.44	64,344.66	173.44	64,344.66	96,781.19
FC 45	199.00	88.96	17,703.04	145.77	29,008.37	148.02	29,455.89	148.02	29,455.89	47,158.93
FC 46	279.00	72.80	20,311.20	104.52	29,161.45	155.78	43,462.38	155.78	43,462.38	63,773.58
FC 47	8.00	0.00	0.00	0.00	0.00	0.00	0.00	108.66	869.32	0.00
FC 48	50.37	296.07	14,913.05	646.11	32,544.64	0.00	0.00	0.00	0.00	14,913.05
FC 49	170.00	274.18	46,610.60	297.10	50,507.47	182.25	30,982.30	182.25	30,982.30	77,592.90
FC 50	75.00	310.27	23,270.25	326.07	24,455.59	116.72	8,753.84	116.72	8,753.84	32,024.09
FC 51	386.00	95.01	36,673.86	95.02	36,677.49	140.55	54,253.75	140.55	54,253.75	90,927.61
FC 52	85.55	491.82	42,075.20	2,499.45	213,827.59	0.00	0.00	0.00	0.00	42,075.20
FC 53	76.00	206.24	15,674.24	236.67	17,986.71	183.31	13,931.75	183.31	13,931.75	29,605.99
FC 54	57.00	0.00	0.00	221.73	12,638.35	0.00	0.00	109.53	6,242.96	0.00
FC 55	168.00	0.00	0.00	187.11	31,434.69	0.00	0.00	131.02	22,011.60	0.00
FC 56	34.35	592.09	20,338.29	592.09	20,338.29	0.00	0.00	0.00	0.00	20,338.29
FC 57	23.76	554.30	13,170.17	602.37	14,312.32	0.00	0.00	0.00	0.00	13,170.17
FC 58	9.00	0.00	0.00	88.32	794.91	0.00	0.00	184.65	1,661.85	0.00
FC 59	1.00	0.00	0.00	543.36	543.36	0.00	0.00	0.00	0.00	0.00



Benefit Zone	Benefit Units	Flood Control				Street Repair			Total
		Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	
FC 60	4.42	245.15	1,083.56	245.15	1,083.56	0.00	0.00	0.00	1,083.56
FC 61	4.23	808.39	3,419.49	1,148.39	4,857.68	0.00	0.00	0.00	3,419.49
FC 63	6.60	1,302.40	8,595.84	3,326.02	21,951.75	0.00	0.00	0.00	8,595.84
FC 64	1.00	49,462.35	49,462.35	60,226.27	60,226.27	0.00	0.00	0.00	49,462.35
FC 66	127.00	0.00	0.00	48.97	6,218.99	0.00	0.00	0.00	0.00
FC 67	1.00	3,266.26	3,266.26	3,266.26	3,266.26	0.00	0.00	0.00	3,266.26
FC 68	0.64	3,665.78	2,346.10	3,745.29	2,396.99	0.00	0.00	0.00	2,346.10
FC 69	1.33	1,234.37	1,641.71	1,277.53	1,699.12	0.00	0.00	0.00	1,641.71
FC 70	1.00	6,478.64	6,478.64	7,040.49	7,040.49	0.00	0.00	0.00	6,478.64
FC 71	O 79.12	0.00	0.00	1,173.12	92,817.64	0.00	0.00	0.00	0.00
FC 71	P 79.12	377.81	29,892.33	391.03	30,938.15	0.00	0.00	0.00	29,892.33
FC 73	O 26.55	105.00	2,787.75	2,168.93	57,585.21	0.00	0.00	0.00	2,787.75
FC 73	P 26.55	2,199.15	58,387.43	3,473.06	92,209.75	0.00	0.00	0.00	58,387.43
FC 74	1.00	8,413.75	8,413.75	8,413.75	8,413.75	0.00	0.00	0.00	8,413.75
FC 75	1.00	543.85	543.85	543.86	543.86	0.00	0.00	0.00	543.85
FC 76	O 1.00	0.00	0.00	49,010.15	49,010.15	0.00	0.00	0.00	0.00
FC 76	P 1.00	0.00	0.00	3,652.07	3,652.07	0.00	0.00	0.00	0.00
FC 77	496.00	146.89	72,857.44	342.53	169,892.74	304.38	150,970.55	470.85	223,827.99
FC 78	1.00	228.36	228.36	307.91	307.91	0.00	0.00	0.00	228.36
FC 80	1.00	3,418.82	3,418.82	3,418.82	3,418.82	0.00	0.00	0.00	3,418.82
FC 81	84.19	66.97	5,638.20	72.77	6,126.84	0.00	0.00	0.00	5,638.20

O designated assessment for on-site private or interim facilities.

P designated assessment for public facilities.



Benefit Zone	Benefit Units	Flood Control			Street Repair			Total		
		Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2022/23 Assessment		Max Dollar per Unit	Maximum Assessment
FC82	31.11	\$56.95	1,771.71	95.78	2,979.69	0.00	0.00	0.00	0.00	1,771.71
FC83	14.04	41.12	577.32	41.13	577.43	0.00	0.00	0.00	0.00	577.32
FC84	1.00	11,397.13	11,397.13	11,397.13	11,397.13	0.00	0.00	0.00	0.00	11,397.13
FC85	P 9.06	18.66	169.06	31.41	284.60	0.00	0.00	0.00	0.00	169.06
FC85	F 9.06	171.28	1,551.80	345.86	3,133.48	0.00	0.00	0.00	0.00	1,551.80
FC86	3.31	235.82	780.56	235.82	780.56	0.00	0.00	0.00	0.00	780.56
FC87	O 85.02	439.61	37,375.64	477.73	40,616.67	0.00	0.00	0.00	0.00	37,375.64
FC87	P 85.02	485.84	41,306.12	553.16	47,029.56	0.00	0.00	0.00	0.00	41,306.12
FC88	0.48	1,029.23	494.03	1,029.23	494.03	0.00	0.00	0.00	0.00	494.03
FC89	1.38	0.00	0.00	2,275.77	3,140.56	0.00	0.00	0.00	0.00	0.00
FC90	21.81	95.36	2,079.80	95.36	2,079.88	0.00	0.00	0.00	0.00	2,079.80
FC91	O 43.15	324.87	14,018.14	324.88	14,018.54	0.00	0.00	0.00	0.00	14,018.14
FC91	P 43.15	847.42	36,566.17	847.43	36,566.40	0.00	0.00	0.00	0.00	36,566.17
FC92	1.00	5,966.11	5,966.11	5,966.11	5,966.11	0.00	0.00	0.00	0.00	5,966.11
FC93	O 68.52	747.94	51,248.85	747.95	51,249.43	0.00	0.00	0.00	0.00	51,248.85
FC93	P 68.52	43.28	2,965.55	43.29	2,965.92	0.00	0.00	0.00	0.00	2,965.55
FC94	P 48.58	138.78	6,741.93	138.78	6,741.98	0.00	0.00	0.00	0.00	6,741.93
FC94	F 48.58	630.96	30,652.04	630.97	30,652.39	0.00	0.00	0.00	0.00	30,652.04
FC95	3.25	630.20	2,048.15	630.20	2,048.15	0.00	0.00	0.00	0.00	2,048.15
FC96	23.13	573.39	13,262.51	720.30	16,660.63	0.00	0.00	0.00	0.00	13,262.51
FC97	163.00	0.00	0.00	312.74	50,977.19	0.00	0.00	536.54	87,455.28	0.00

O designated assessment for on-site private or interim facilities.  
P designated assessment for public facilities.  
F designated assessment for future facilities.



Benefit Zone	Benefit Units	Flood Control				Street Repair			Total	
		Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit		Maximum Assessment
FC 98	145.00	\$0.00	0.00	326.85	47,393.91	0.00	0.00	531.34	77,044.12	0.00
FC 99	198.00	0.00	0.00	390.14	77,247.06	0.00	0.00	536.31	106,189.89	0.00
FC 100	1.00	14,025.85	14,025.85	14,025.85	14,025.85	0.00	0.00	0.00	0.00	14,025.85
FC 101	3.28	688.89	2,259.56	688.90	2,259.59	0.00	0.00	0.00	0.00	2,259.56
FC 102	1.00	0.00	0.00	5,456.91	5,456.91	0.00	0.00	0.00	0.00	0.00
FC 103	30.75	0.00	0.00	165.12	5,077.41	0.00	0.00	0.00	0.00	0.00
FC 104	1.00	1,285.98	1,285.98	1,285.98	1,285.98	0.00	0.00	0.00	0.00	1,285.98
FC 104	1.00	11,291.50	11,291.50	11,291.51	11,291.51	0.00	0.00	0.00	0.00	11,291.50
FC 105	1.00	741.88	741.88	741.89	741.89	0.00	0.00	0.00	0.00	741.88
FC 105	1.00	1,468.68	1,468.68	1,468.68	1,468.68	0.00	0.00	0.00	0.00	1,468.68
FC 106	2.81	888.45	2,496.54	888.45	2,496.55	0.00	0.00	0.00	0.00	2,496.54
FC 108	1.00	12,510.58	12,510.58	12,510.59	12,510.59	0.00	0.00	0.00	0.00	12,510.58
FC 109	2.05	767.00	1,572.35	1,056.67	2,166.17	0.00	0.00	0.00	0.00	1,572.35
FC 110	1.00	1,052.96	1,052.96	1,052.96	1,052.96	0.00	0.00	0.00	0.00	1,052.96
FC 111	54.70	84.10	4,600.27	84.11	4,600.78	0.00	0.00	0.00	0.00	4,600.27
FC 112	1.00	3,951.30	3,951.30	3,951.30	3,951.30	0.00	0.00	0.00	0.00	3,951.30
FC 113	128.00	0.00	0.00	15.29	1,956.63	0.00	0.00	0.00	0.00	0.00
FC 114	1.00	5,348.64	5,348.64	5,352.12	5,352.12	0.00	0.00	0.00	0.00	5,348.64
FC 115	8.28	0.00	0.00	339.75	2,813.13	0.00	0.00	0.00	0.00	0.00
FC 116	1.00	17,500.00	17,500.00	19,418.27	19,418.27	0.00	0.00	0.00	0.00	17,500.00
FC 117	1.00	0.00	0.00	545.18	545.18	0.00	0.00	0.00	0.00	0.00

O designated assessment for on-site private or interim facilities.  
P designated assessment for public facilities.





Benefit Zone	Benefit Units	Flood Control			Dollar Levied per Unit	Street Repair	Total	
		Dollar Levied per Unit	FY 2022/23 Assessment	Max Dollar per Unit				Maximum Assessment
FC 118	25.26	0.00	0.00	1,378.11	0.00	0.00	0.00	
FC 119	270.00	0.00	0.00	209.62	0.00	286.26	0.00	
FC 120	15.60	0.00	0.00	432.42	0.00	0.00	0.00	
FC 121	2.00	0.00	0.00	217.57	0.00	0.00	0.00	
FC 122	55.26	0.00	0.00	97.93	0.00	0.00	0.00	
FC 123	6.31	0.00	0.00	114.39	0.00	0.00	0.00	
<b>Total <sup>(1)</sup></b>			\$1,416,957.05	\$2,587,432.80		\$778,642.98	\$1,255,498.55	\$2,195,600.03

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

## **E. ANNUAL ESCALATORS**

FC Benefit Zones 1 through 5 were established without an annual assessment escalation clause. The Maximum Assessment for these Benefit Zones cannot be increased without the procedures and approval process of Proposition 218.

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

For Fiscal Year 2022/23, the ENR assessment increase rate is 1.3%. Some of the maintenance expenditure costs are increasing higher than the ENR rate due to inflationary rates tied to the U.S. Consumer Price Index (CPI) rather than the ENR. Even though assessments in several zones have been increased greater than the ENR increase of 1.3%, the rates per zone remain below the approved maximum annual assessments.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2022 to June 30, 2023, reference is made to the Assessment Roll included herein as Exhibit B.

## **V. ASSESSMENT ROLL**

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The Assessment Roll stating the net amount to be assessed for each assessable lot or parcel of land in a Flood Control Benefit Zone and the Fiscal Year 2022/23 assessment, is made a part of this report as Exhibit . The information included therein was obtained from the latest Secured Roll (July 21, 2021) 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***

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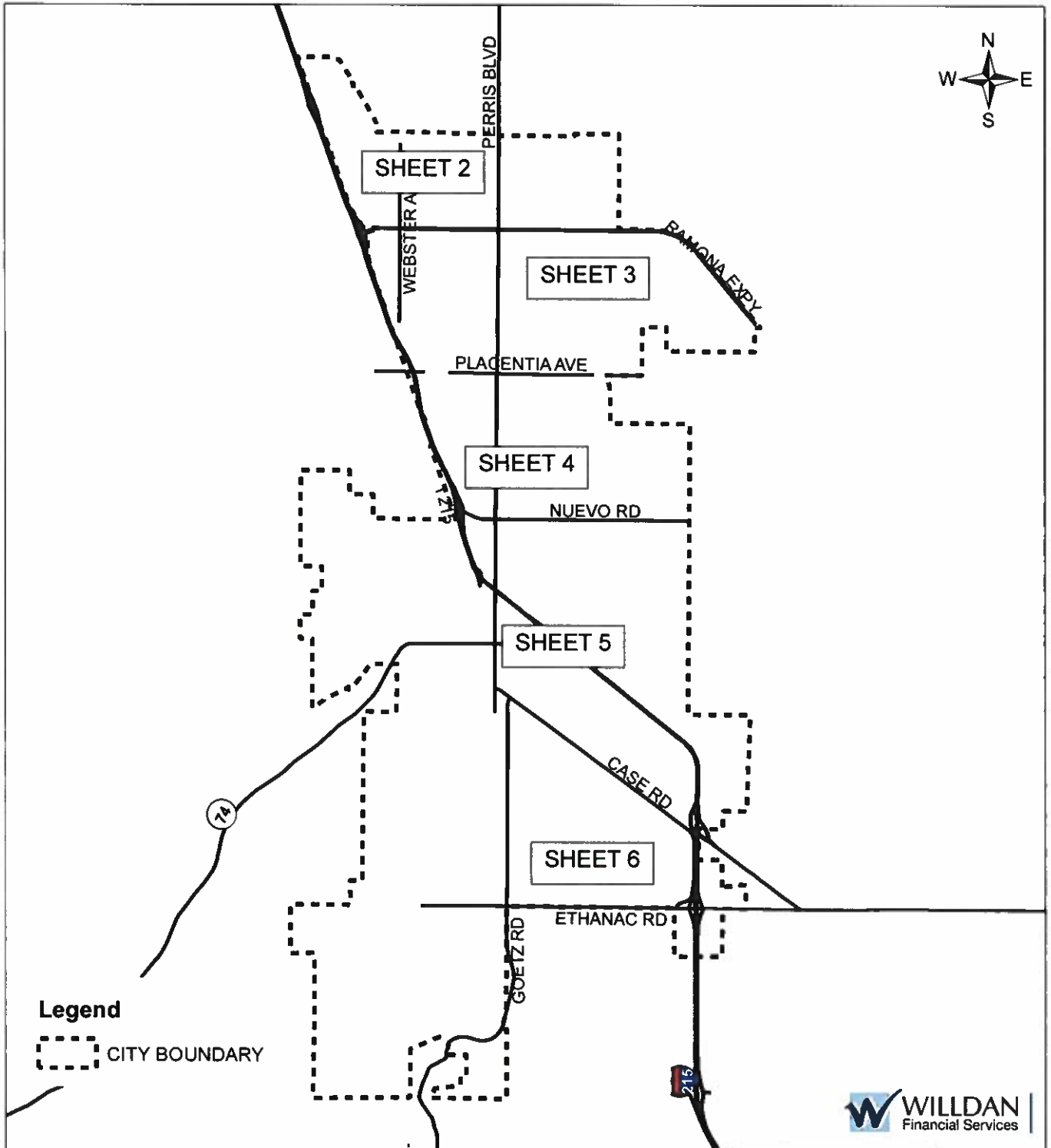
The boundary diagram for each Flood Control Zone is included herein as Exhibit A and is part of this report.

The lines and dimensions of each lot or parcel within the Flood Control Zones are those lines and dimensions shown on the maps of the Riverside County Assessor for the Fiscal Year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

**EXHIBIT A – FISCAL YEAR 2022/23 DIAGRAM**

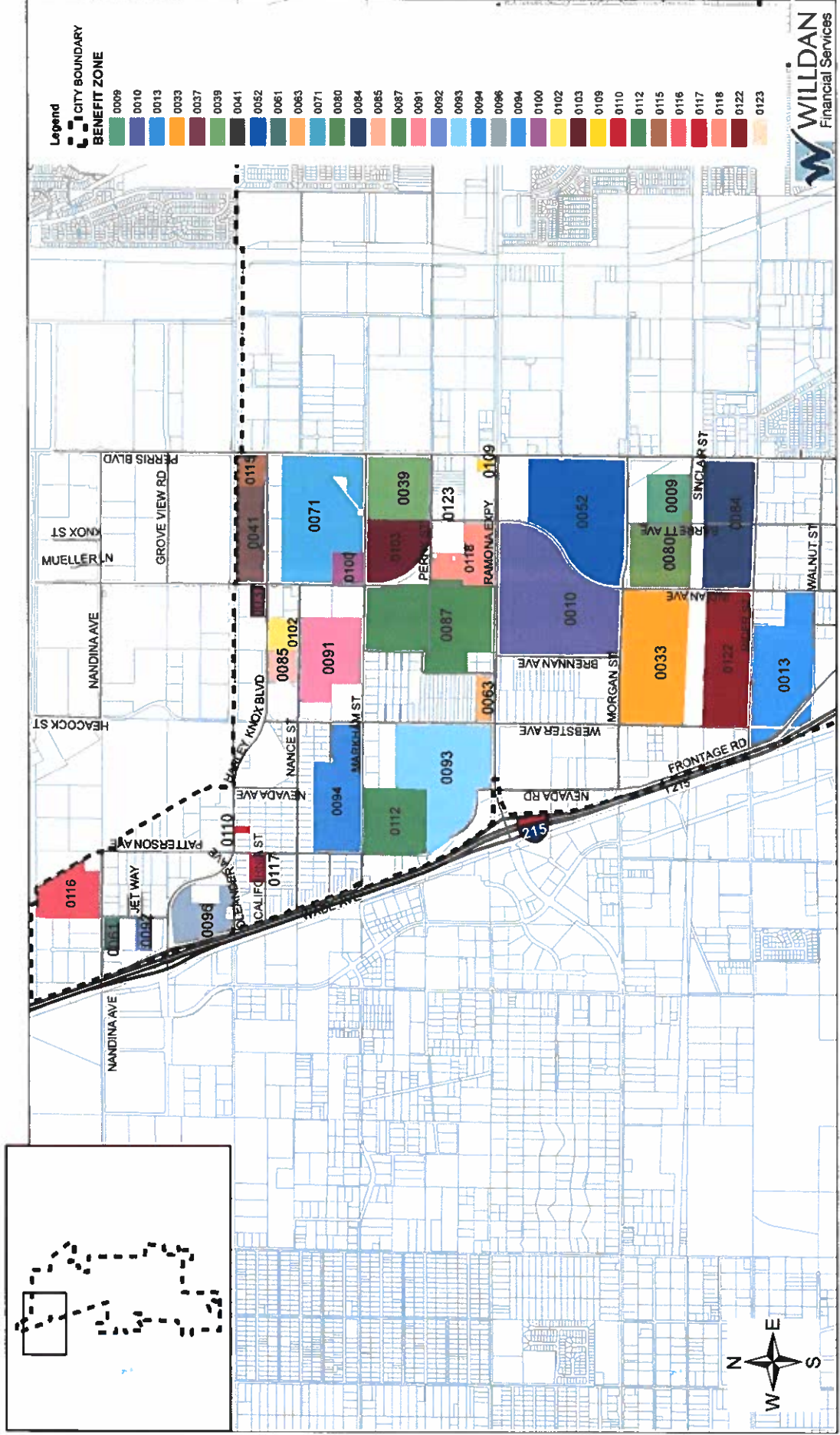
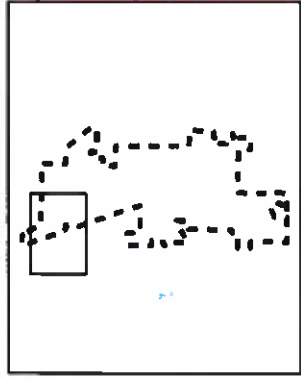
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**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 1 OF 7**



# DIAGRAM OF FLOOD CONTROL MAINTENANCE DISTRICT NO. 1 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA FISCAL YEAR 2022/2023 SHEET 2 OF 7

VICINITY MAP

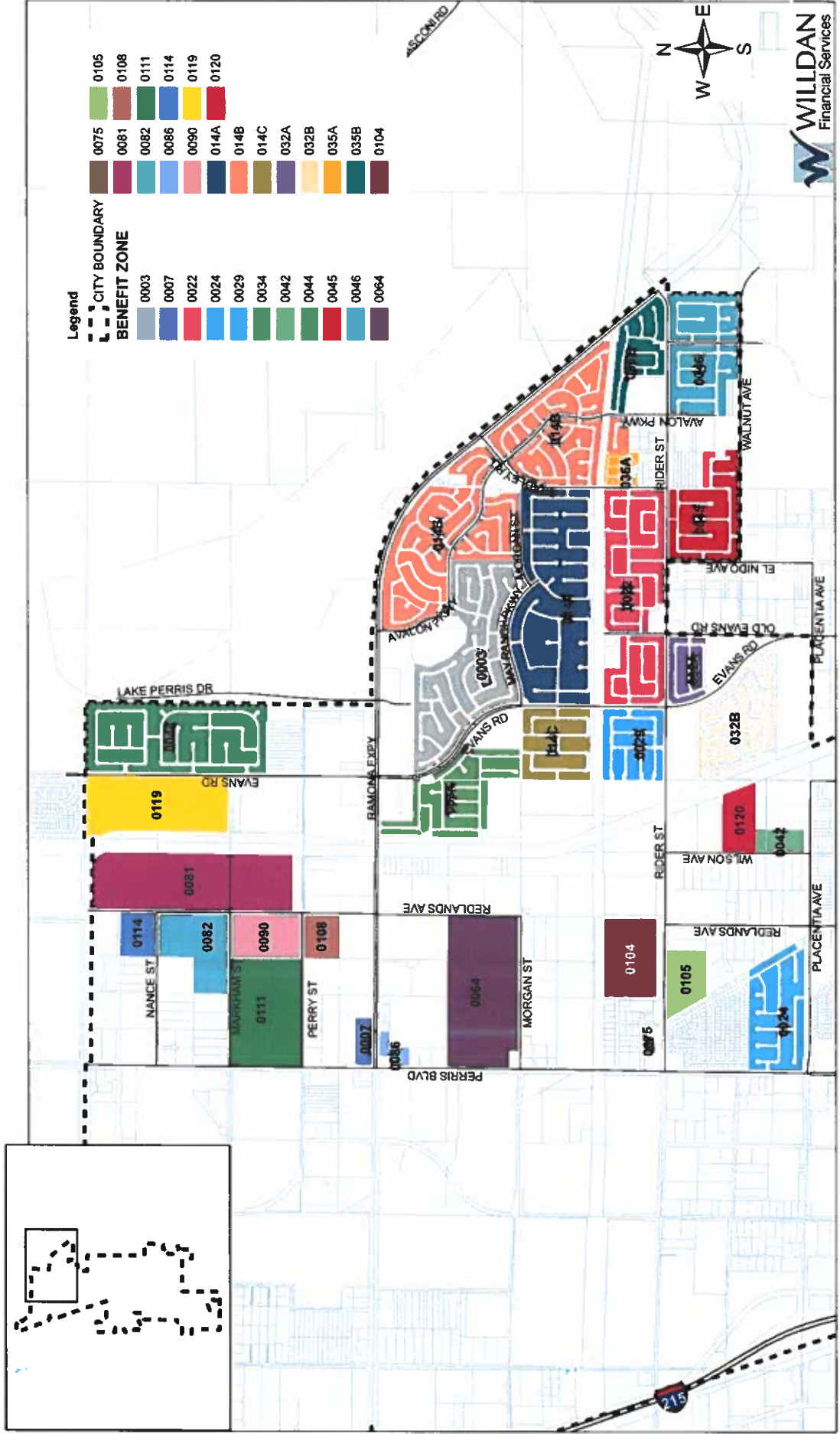


Legend	BENEFIT ZONE
	CITY BOUNDARY
	0009
	0010
	0013
	0033
	0037
	0039
	0041
	0052
	0061
	0063
	0071
	0080
	0084
	0085
	0087
	0091
	0092
	0093
	0094
	0096
	0094
	0100
	0102
	0103
	0109
	0110
	0112
	0115
	0116
	0117
	0118
	0122
	0123



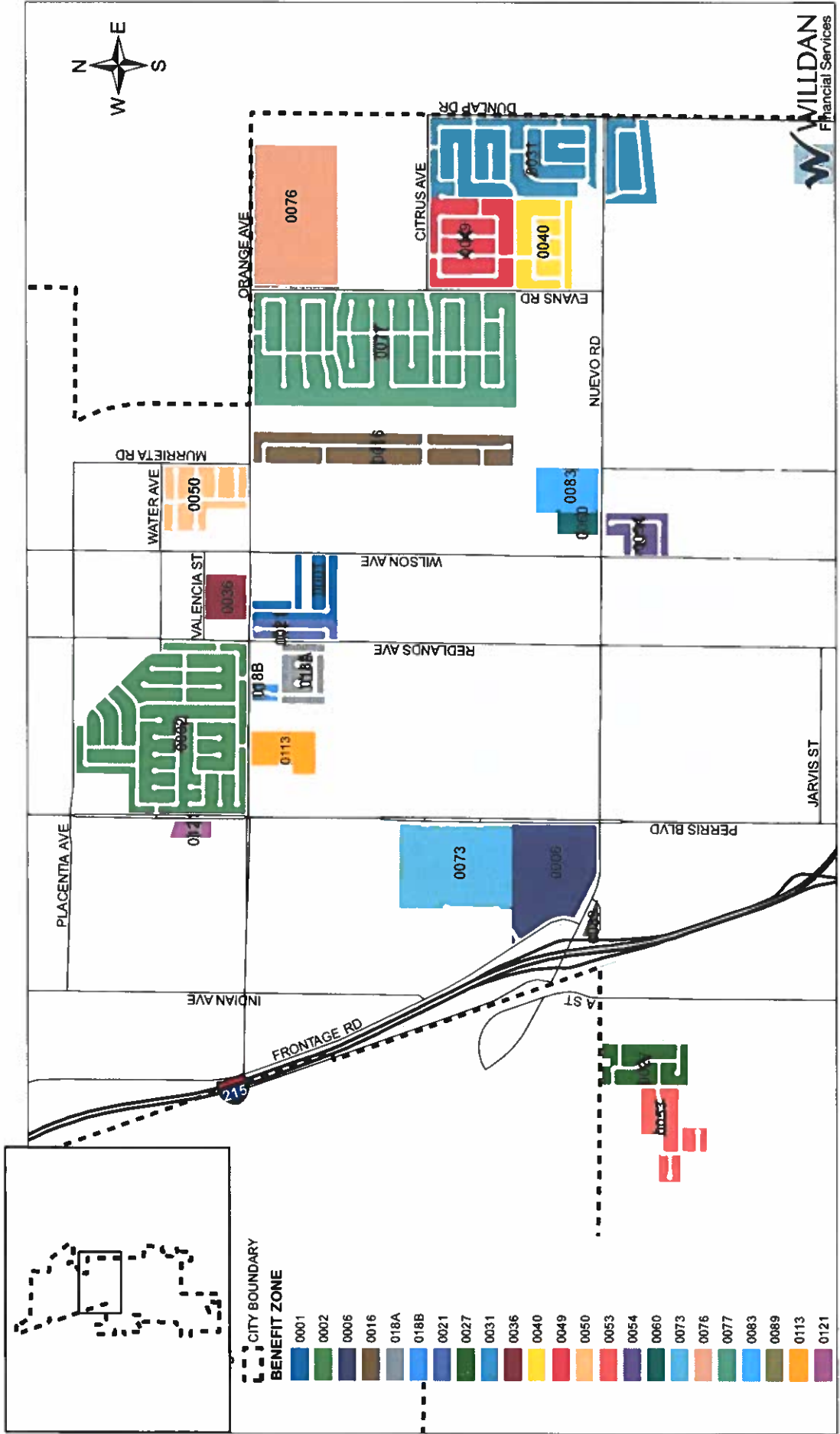
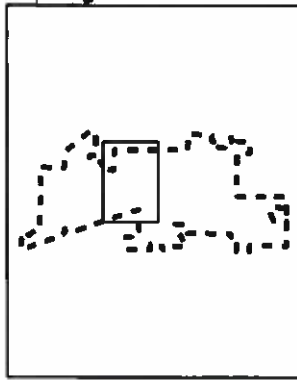
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 3 OF 7**

VICINITY MAP



**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 4 OF 7**

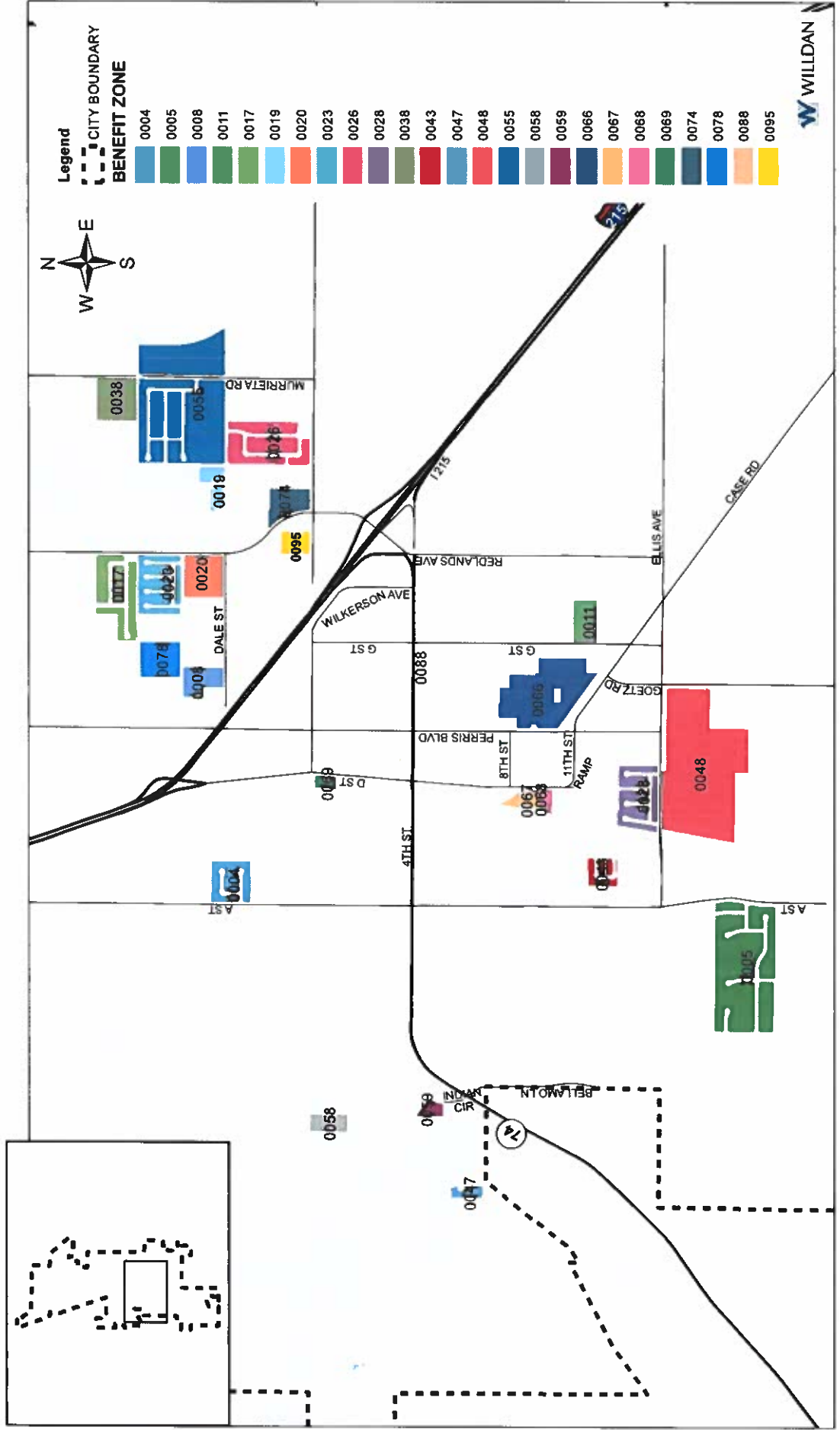
**VICINITY MAP**





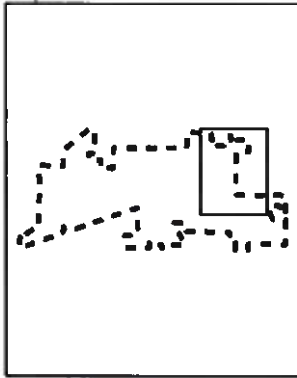
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 5 OF 7**

VICINITY MAP



**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 6 OF 7**

VICINITY MAP

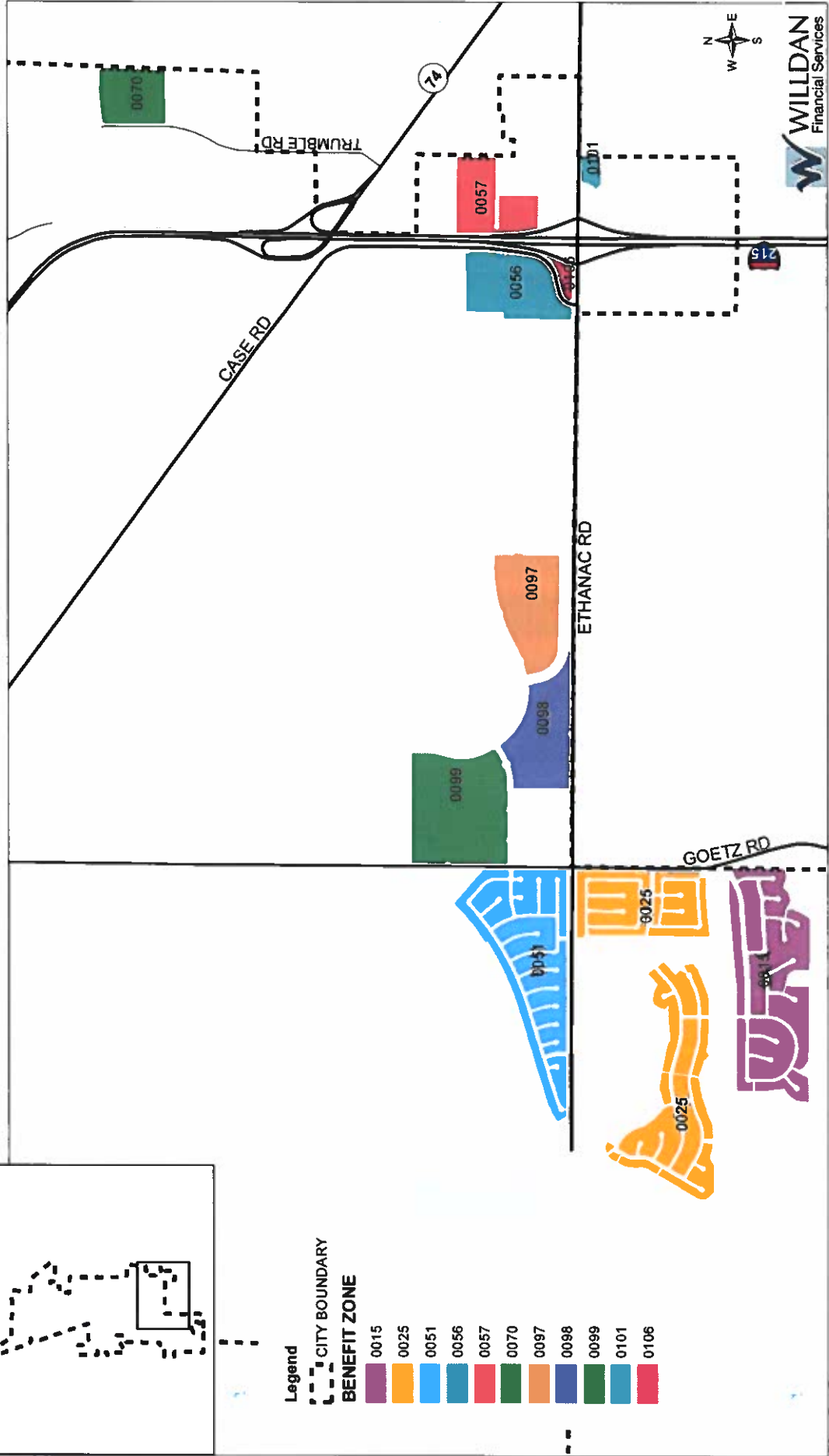


**Legend**

**CITY BOUNDARY**

**BENEFIT ZONE**

- 0015
- 0025
- 0051
- 0056
- 0057
- 0070
- 0097
- 0098
- 0099
- 0101
- 0106



**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
INDEX SHEET  
SHEET 7 OF 7**

ZONE	DESCRIPTION	Assessed		ZONE	DESCRIPTION	Assessed		ZONE	DESCRIPTION	Assessed	
		SHEET	(Y/N)			SHEET	(Y/N)			SHEET	(Y/N)
1	TT 19893	4	N	41	PM 31832	2	Y	87	PM 36010	2	Y
2	TT 20538	4	Y	42	PM 31743	3	N	88	CUP 15-05056	5	Y
3	TT 24499	3	N	43	TT 32769	5	Y	89	CUP 14-09-0001	4	N
4	TT 24715	5	N	44	TT 32707/32708	3	Y	90	DPR 05-0477	3	Y
5	TT 24809	5	Y	45	TT 30780	3	Y	91	PM 36726	2	Y
6	PM 27544	4	Y	46	TT 32249	3	Y	92	DPR 06-0140	2	Y
7	PM 26618	3	N	47	TT 31912	5	N	93	PM 36512/36582	2	Y
8	DPR 98/84	5	N	48	CUP 06/0158	5	Y	94	PM 36678	2	Y
9	DPR 99/0174	2	N	49	TT 31660	4	Y	95	CUP 16-05189	5	Y
10	PUP 99/0079	2	N	50	TT 32428	4	Y	96	PM 37055	2	Y
11	CUP 99-0185	5	N	51	TT 31926	6	Y	97	TM 36988	6	N
12	CUP 98-0081	2	N	52	PM 35676	2	Y	98	TM 36989	6	N
13	DPR 97/0111	2	N	53	TT 31650/32406	4	Y	99	TM 37262	6	N
14A	TT 29654/29993/29994	3	Y	54	TT 31651	4	N	100	DPR 16-00015	2	Y
14B	TT 22831	3	Y	55	TT 31240	5	N	101	CUP 16-05168	6	Y
14C	TT 30380	3	Y	56	PM 33266	6	Y	102	DPR 06-0059	2	N
15	TT 28986	6	Y	57	PM 34082	6	Y	103	PM 37187	2	N
16	TT 24111	4	Y	58	TT 34073	5	N	104	PM 35268	3	Y
17	TT 30382	5	Y	59	DPR 05/0279	5	N	105	DPR 06-0635	3	Y
18A	TT 30144	4	Y	60	DPR 04/0314	4	Y	106	PM 35762	6	Y
18B	TT 31683	4	Y	61	PM 34199	2	Y	107	PENDING		N
19	TT 26386	5	Y	62	PENDING			108	DPR 16-00013	3	Y
20	DPR 98/0071	5	N	63	PM 31677	2	Y	109	NW PERRIS & RAMONA	2	Y
21	TT 30751	4	Y	64	DPR 04/0464	3	Y	110	PR 17-05194	2	Y
22	TT 30490	3	Y	65	SUPERCEDED BY FC105			111	PM 37304	2	Y
22	TT 30518	3	Y	66	TT 33549	5	N	112	PM 37343	2	Y
23	TT 31114	5	Y	67	DPR 10-03-0009	5	Y	113	TR 32497	4	N
24	TT 31241	3	Y	68	DPR 10-03-0009	5	Y	114	PM 36770	3	Y
25	TT 30662/31654	6	Y	69	DPR 07/0045	5	Y	115	PM 37278	2	N
26	TT 31678	5	Y	70	AQUATICS CTR	6	Y	116	DPR 19-00003	2	N
27	TT 31226	4	Y	71	PM 33587	2	Y	117	DPR 18-00006	2	N
28	TT 31201	5	Y	72	SUPERCEDED BY FC87			118	PM 37457	2	N
29	TT 31178	3	Y	73	PM 34131	4	Y	119	PM 36648	3	N
30	PENDING			74	CUP 12-04-0015	5	Y	120	DPR 19-00007	3	N
31	TT 29425	4	Y	75	LT 27&28, TT 24045-1	3	Y	121	PM 37760	4	N
32A	TT 30773	3	Y	76	SOUTHEAST HS	4	Y	122	DPR 07-00119	2	N
32B	TT 31416	3	Y	77	TR 30850	4	Y	123	DPR 18-00011	2	N
33	DPR 01/0123	2	Y	78	DPR 12-05-0013	5	Y				
34	TT 32262	3	Y	79	SUPERCEDED BY FC84						
35A	TT 33227	3	N	80	PM 36462, PARCEL 2	2	Y				
35B	AMND TT 22832/22833	3	Y	81	PM 36469	3	Y				
36	TRIPLE CRN ELEMNTY	4	Y	82	PM 36540	3	Y				
37	DPR 04/0343	2	Y	83	CLEARWATER ELEMNTY	4	Y				
38	SKYVIEW ELEMNTY	5	Y	84	PM 36462, PARCEL 1	2	Y				
39	DPR 05/0192	2	Y	85	DPR 07-09-0018	2	Y				
40	TT 32793/33720	4	Y	86	PM 37043	3	Y				

## **EXHIBIT B – FISCAL YEAR 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 31, 2022

**SUBJECT:** Traffic Signal and Road Safety Improvements Along Priority Corridors (CIP # T032) – Design Services Contract

**REQUESTED ACTION:** Approve Contract Services Agreement with Advanced Mobility Group for the traffic engineering design and construction support services for the Traffic Signal and road Safety Improvements along priority corridors; and authorize the City Manager to execute the agreement

**CONTACT:** Stuart E. McKibbin, Contract City Engineer

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#### **BACKGROUND/DISCUSSION:**

The Traffic Signal and Road Safety Improvements Project (CIP # T032) is a state-funded project from Caltrans Highway Safety Improvements Program (HSIP), Cycle 10. The project is an aggressive approach at improving traffic and pedestrian safety, improve traffic flow, reduce pollution, and manage traffic incidents along four major corridors in the City, including, Ramona Expressway from Webster Avenue to E. Rider Street, Nuevo Road from Frontage Road to Dunlap Drive, W. 4<sup>th</sup> Street from Navajo Road to Redlands Avenue, and Ethanac Road from Murrieta Road to Case Road (see attached location map).

The project includes upgrading intersections along the four corridors to provide signal interconnectivity (Wi-Fi interconnectivity), upgrades to existing traffic signal equipment, such as retroreflective backplates, advanced dilemma zone detection, installation of radar speed signs, pedestrian crossing improvements, including audible pedestrian push button where necessary, American with Disabilities Act (ADA) ramp modifications and sidewalk improvements. The project improvements are similar in scope to the Perris Boulevard Corridor Safety Improvements (4<sup>th</sup> Street to Ramona Expressway), currently under construction (HSIP Cycle 9 funded project).

On February 21, 2022, the Engineering Department advertised for Request for Proposals (RFP) on ActiveBidder.com and subsequently published the RFP opportunity in Perris Progress. The following four proposals were received by the due date of March 31, 2022: EXP, Kimley Horn, STC Traffic, Inc., and AMG. The proposals were reviewed/ranked by the Engineering Department, resulting in the unanimous selection of Advanced Mobility Group (AMG).

AMG is a traffic engineering firm with the required experience and proven record of innovative design and technology; AMG works for local public agencies to achieve improved traffic flow and

safety, including the City of Perris. For example AMG designed the Perris Boulevard Corridor Safety Improvements from 4<sup>th</sup> Street to Ramona Expressway, currently under construction.

Per the HSIP grant funding secured for the project, the pre-construction phases must be completed by winter 2023, allowing the City to request the HSIP grading funding authorization for construction by March 31, 2024. AMG proposed schedule for the traffic engineering design services anticipates completing the traffic engineering design by late Fall 2022, ahead of the required HSIP grant funding timeline.

AMG design cost is \$198,888.00, and the engineer's preliminary cost estimate for the entire project is \$1.62 million. The design cost would be covered by the Measure A funds already budgeted toward CIP # T032. Staff recommends approval of the contract services agreement with AMG in the amount of \$198,888.00.

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**BUDGET (or FISCAL) IMPACT:**

Adequate funding is included in the current Fiscal Year 2021/22 – 2022/23 budget under T032. The design phase is not HSIP grant reimbursable; Measure A will fully cover the design cost.

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Prepared by: Grace Alvarez, Special Projects Manager

**REVIEWED BY:**

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

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

Deputy City Manager ER

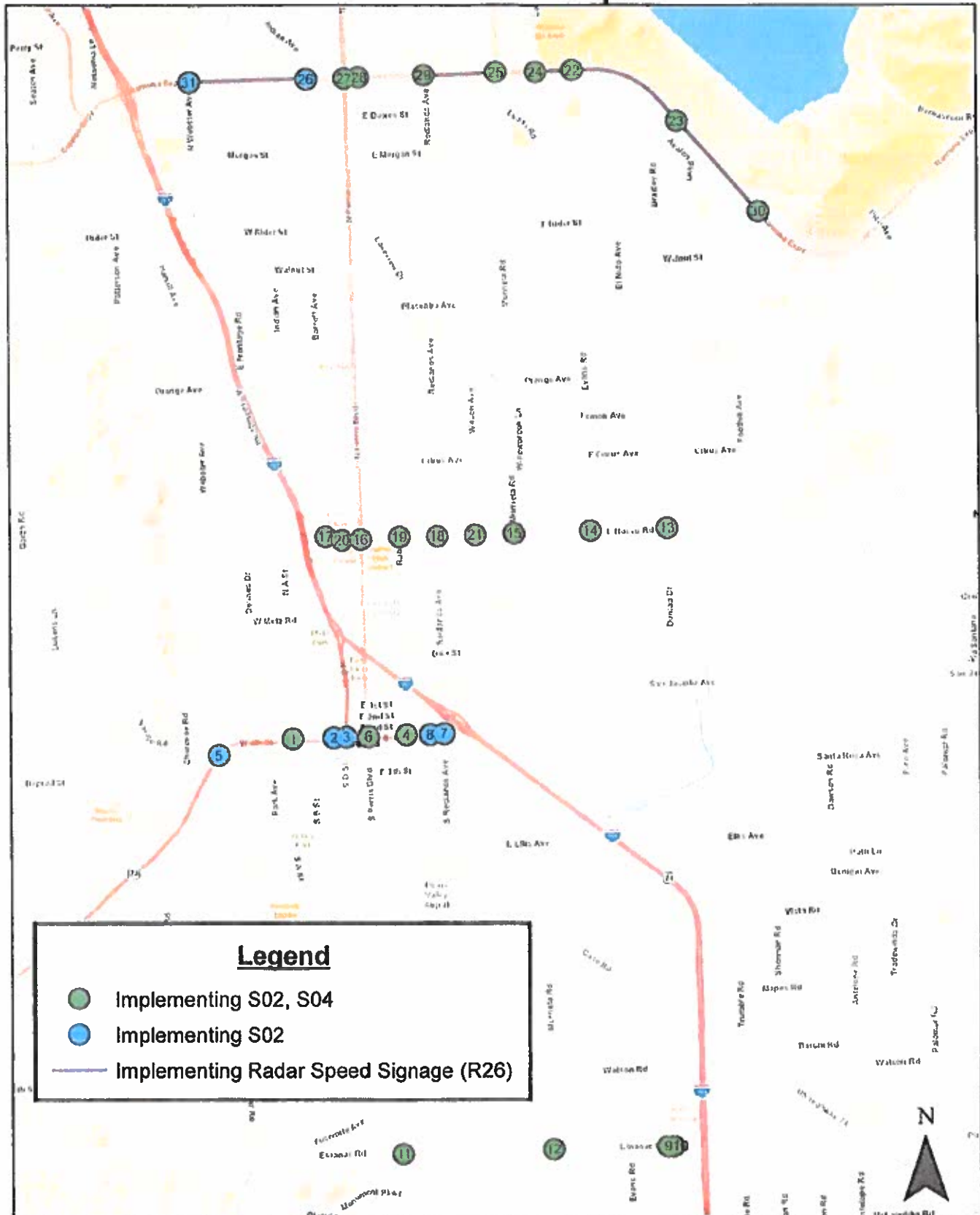
- Attachments: 1. Vicinity Map  
2. AMG Contract Services Agreement  
3. CIP# T032

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

# ATTACHMENT 1

VICINITY MAP  
(HSIP LOCATION – BCR LOCATION MAP)

# City of Perris - HSIP Application - BCR Location Map





# ATTACHMENT 2

**CONTRACT SERVICES AGREEMENT – DESIGN SERVICES  
(ADVANCED MOBILITY GROUP (AMG))**

**CITY OF PERRIS**

**CONTRACT SERVICES AGREEMENT FOR**

**Traffic Signal and Road Safety Improvements Along Priority Corridors**

This Contract Services Agreement ("Agreement"), is made and entered into this start day of May 10, 2022, by and between the City of Perris, a municipal corporation ("City"), and Advanced Mobility Group (AMG), a California Corporation and certified Small Business Enterprise (SBE), ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

**1.0 SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the 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 Consultant, incorporating therein any adjustment 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 Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, 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 Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of one hundred and ninety eight thousand and eight hundred and eighty eight dollars (\$198,888.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

### 3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance 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 Consultant, 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 Consultant 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 Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than December 8, 2023.

#### **4.0 COORDINATION OF WORK**

4.1 Representative of Consultant. Joy Bhattacharya, PE, PTOE, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### **5.0 INSURANCE AND INDEMNIFICATION**

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of \_\_\_\_\_ insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

## 5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

## 6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain

copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## 7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (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 Consultant's acts or omissions in performing or failing to perform Consultant'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 Consultant, City may withhold from any payment due, without liability for interest because 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 Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.



**7.5 Completion of Work After Termination for Default of Consultant.** If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant 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), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

**7.6 Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

## **8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

**8.1 Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.2 Conflict of Interest: City.** No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

**8.3 Conflict of Interest: Consultant.** Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

**8.4 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its 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. Consultant 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.

## 9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 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.

9.3 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, 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 an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties 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.

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

"CITY"  
CITY OF PERRIS

By: \_\_\_\_\_  
Nancy Salazar, City Clerk

By: \_\_\_\_\_  
Clara Miramontes, City Manager

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Eric L. Dunn, City Attorney

"CONSULTANT"  
Advanced Mobility Group, a California  
Corporation and certified Small  
Business Enterprise

By:   
Signature

Joy Bhattacharya, Vice President

By:   
Signature

Beth Clement, Corporate Board Secretary

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

[END OF SIGNATURES]

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

01006/0001/63662.01

**Exhibit "A"**  
**Page 1**

**LONG FORM**  
**CONTRACT SERVICES AGREEMENT**

## Scope of Work

### PROJECT UNDERSTANDING

The City of Perris is seeking to design and implement corridor wide safety improvements for four priority corridors with the City of Perris, including the following:

1. Ramona Expressway from Webster Avenue to E. Rider Street
2. Nuevo Road from Frontage Road to Dunlap Drive
3. W. 4<sup>th</sup> Street from Navajo Road. to Redlands Avenue, and
4. Ethanac Road from Murrieta Road to Case Road

The project includes upgrading intersections to provide signal coordination, design for needed upgrades to traffic systems, signal equipment and signal communication upgrades. The design also includes corner ramp modifications and sidewalk improvements to meet current ADA requirements. The project also includes upgrading traffic signal controllers at 19 intersections, installing hybrid video detection at 20 intersections, setting up the detection zones for dilemma zone protection, designing and preparing timing sheets for emergency vehicle preemption at 11 intersections.

Preliminary field review of the study intersections was conducted, and the following items were identified as the design elements for the project:

- 1 Wi-Fi communication for all intersections. The Wi-Fi communication will be designed to reduce the number of radios that would be needed for the project. This will be done by hopping intersections and creating Wi-Fi hubs as done for the Perris Boulevard corridor improvement project.
- 2 Design upgrade to audible pedestrian push button as desired by the city
- 3 Upgrade existing signal heads with louvers/PV heads at intersections. Upgrade traffic signal controllers at 19 intersections
- 4 Add 2<sup>nd</sup> signal head on mast arm per California Manual on Uniform Traffic Control Devices (CA MUTCD) standards at multiple locations
- 5 Design for the Improvement of signal hardware, including lenses, backplates, mounting etc.
- 6 Review/Optimize traffic signal timing for signal coordination and to provide pedestrian crossing time and LPI at study intersections for pedestrian safety
- 7 Design and install radar speed feedback signs at desired locations
- 8 Install missing sidewalks at various locations. The location will be identified through a field review of the intersections along with city staff. The cost and budget for the additional sidewalk design is not included as part of this proposal.
- 9 Install dilemma zone protection at 11 intersections by using hybrid video detection that can provide detection at stop bar through camera and advanced detection through radar technology
- 10 Install emergency vehicle preemption equipment at the intersections. Update the traffic signal timing to incorporate preemption timings for the 11 intersections.
- 11 Design and install curb ramps that meets the ADA requirements at various locations. The locations will be determined through a field review of the intersections along with City staff. The cost and budget for ADA ramp improvements are not included as part of this proposal.
- 12 Implement traffic signal coordination for all the four corridors and connect it to the Transparency TMS for remote access to the intersections.

### TASK 1: Project Background Research

AMG will receive all as-built drawings for the study intersections and review them in advance to identify items that needs to be field reviewed. AMG will work with City staff to conduct a



thorough field review of the project site. During the field review, AMG and City staff will identify all specific improvements needed at each of the study Intersection. Based on the improvements identified, AMG would determine if a topographic survey is required for that intersection and if required which corners need to be surveyed. The work required for the sidewalk Improvement and ADA ramp design will be determined during this field work for each intersection. AMG will provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the require field work that meet or exceed Caltrans Specifications per the Caltrans Manuals.

AMG will perform detailed (non-aerial) design topographic field surveys of the corners of signaled intersections that would require ADA Improvements or curb/gutter/sidewalk improvements. The survey limits will cover areas that would require civil design and improvements. Topographic survey would not be needed for all study intersections. Topographic field survey will only be needed at intersections that would require sidewalk and ADA ramp improvements. The surveyed area will identify all visible utilities such as utility covers, lids, pull boxes, traffic poles, cabinets, signs, drain inlets, trees, light poles, wood poles, fences, manholes, monuments, and other visible features. For the ADA locations, the survey will include locating pavement, conforms, curbs, gutters, sidewalks, joints in concrete, grade breaks, depressions, boxes, signals, poles, signs, pedestrian button heights and striping. AMG will map all topographic information to include labeling 1' contours and 3D digital surface in an AutoCAD based drawing and will include imagery as a visual reference. AMG will set durable control points to be preserved for utilization of surveys and for future construction control. AMG will base its survey on approved City of Perris Horizontal and Vertical Datum.

If required AMG will obtain record copies from utility service districts and companies to locate existing electrical, gas, telephone, fiber optic, and cable television services. Utilities for sanitary and storm sewers, water mains, and fire hydrants will be researched, and "A" letters will be prepared as necessary.

AMG will prepare the base map from the as-built drawings provided for the intersections. AMG will field verify the as-built drawings to determine if the drawings match with the field conditions. AMG will update the as-built drawings as needed and use it as the base map for the intersections for signal improvements. AMG will create base map from the topographical surveys for intersections that requires sidewalk and ADA ramp improvements.

*Deliverable: Base map and Memo of Initial Field Review findings*

### **TASK 2: COORDINATION MEETINGS**

AMG will coordinate with the City of Perris and County of Riverside Transportation Department throughout the entire design and construction phases. Preliminary site visits shall be part of the coordination efforts.



AMG will also attend one kick off meeting, ongoing monthly meetings, one pre-construction meeting, attend one post-construction meeting after completion of construction, meet with City and County staff, as needed, during the design phase of the project to review the PS&E, attend meetings, as needed, during construction to assist City and County staff, support the City to prepare and coordinate with Caltrans for RFA, and maintain Microsoft Project schedule for the project with baseline information.

*Deliverable: Meeting Notes*

### **TASK 3: PLANS, SPECIFICATIONS, AND ESTIMATES**

#### **Task 3.1: 50% Design**

Prior to initiating the 50% PS&E, AMG will submit a memo to the City that summarizes the findings of our Initial field review. This will include an intersection by Intersection description of all work to be included in the PS&E. AMG will then finalize the 50% PS&E based on input from City staff.



**Street Improvement Plans:** In accordance with the City standards and on City standard plan and profile sheets, AMG will prepare the civil improvement plans, special provisions, and cost estimates for the ADA accessible



ramps at the corners of the intersections and the sidewalk improvements. The plans will address the design of street hardscape and sidewalk heaving repair immediately adjacent to the curb returns and underground wet utilities (if necessary).

The improvement plans will be drawn at 1:10 or 20-scale, 24x36 plan sheets, and prepared according to the City's standards. The plans will contain grading details, typical street cross sections as required by the reviewing agency, and any details necessary to clarify the plan intent.

**Traffic Signal Improvement Plans:** The traffic signal modification design plans will be produced in AutoCAD format. AMG will field verify all the information on the as-built drawings provided by the City. The as-built drawings and survey information will be used to develop a base map that shows the existing curbs and gutters, roadway striping, and the locations of existing traffic signal equipment. This would serve as the base map for the project. AMG will visit the project site for an additional field review, including verification of existing electrical conduits, electrical pull boxes, and existing layout of signing, pavement markings, and surface utilities. We will make field observations, investigations, and review safety issues of existing conditions. AMG will coordinate with all utilities in accordance with Caltrans "Manual on High and Low Risk Underground Facility Within Highway Rights of Way" to eliminate conflicts encountered during construction.

AMG will use the base map to prepare the 50% design level plan showing the layout of the traffic signal equipment, including locations of the signal controller/cabinet, poles, pedestrian countdown signals, traffic signal interconnect, emergency vehicle pre-emption, traffic marking, striping and signage design, intersection safety lighting, etc. Designs will be in accordance with Caltrans design standards, California MUTCD guidelines, and the City of Perris's current design standards. The design will include all traffic signal equipment to be installed, modification or addition of signal heads, adjustment of existing signal equipment, and Communication Radios on traffic signal poles and its connection back to the cabinet.

The traffic signal modification plan sheet will be drawn to the scale of 1"=20" showing the traffic signal installation.

Opinion of probable construction cost (estimate) will be prepared at the 50% design submittal. The estimate will be based on the latest pricing data available from Caltrans based on recent similar bids.

*Deliverables: 50% plans, project specifications, and construction estimate*

#### **Task 3.2: 95% Design**

After the City's review of the 50% design documents, including the civil improvements and signal modification, AMG will set up a review meeting with City staff. At this meeting we will go through the comments together and reach a resolution on moving forward with the design. AMG will prepare a resolution matrix based on the 50% design review meeting.

Once the resolution matrix is accepted, AMG will proceed and make revisions based to the 50% plans and start preparing the 95% plans.

AMG will prepare 95% construction drawings, contract specifications, and a detailed opinion of probable construction cost estimate incorporating all comments from City staff.

The 95% design package will be submitted to the City for their review and approval.

*Deliverables: Comment resolution matrix, 95% plans, project specifications, and construction estimate*

#### **TASK 3.3: 100% Design**

After the City's review of the 95% design documents, AMG will set up a review meeting with City staff. At this meeting we will go through the comments together and reach a resolution on moving forward with the design. AMG will prepare a resolution matrix based on the 95% design review meeting and submit it to the City for their approval. Once the resolution matrix is accepted, AMG will proceed and make revisions to the 95% plans and start preparing the 100% plans.

AMG will prepare 100% construction drawings, contract specifications, and a detailed opinion of probable construction cost estimate incorporating all comments from City staff. AMG will prepare and submit the 100% construction drawings, contract specifications, and a detailed opinion on probable construction cost estimate and submit for City staff review.

*Deliverables: Comment resolution matrix, 100% plans, project specifications, and construction estimate, Electronic Files (Plans in AutoCAD, Specification in MS Word, and Estimates in Excel format).*

#### **Task 3.4: Final PS&E**

After the City's review of the 100% design documents, AMG will set up a review meeting with City staff. At this meeting we will go through the comments together and reach a resolution on moving forward with the design.

If the City has minor editorial comments, AMG will update the plans to reflect those changes as the Final Plans for the project. The Final Plans will be signed by the project manager, a licensed professional engineer in the state of California. The final plans will be provided to the City in electronic format.

*Deliverables: Comment resolution matrix, project specifications, construction estimate, and final plans in Electronic Files (Plans in AutoCAD & PDF, Specification in MS Word & PDF, and Estimates in Excel & PDF format) on a CD.*

### **TASK 4: SIGNAL COORDINATION & INTERCONNECT IMPLEMENTATION**

#### **Task 4.1: Data Collection**

AMG will collect two-hour intersection turning movement counts (TMC) for the weekday a.m., midday and p.m. peak periods for all study intersections. AMG will also collect three day 24-hour average daily traffic counts (ADT) at the four priority corridors. Upon ADT data collection, the traffic data will be used to estimate peak hours for TMC data collection and time-of-day schedule for coordination plans.



Additionally, existing traffic signal timings, collision history for most recent three years and on-going and planned construction schedule will be collected from the City of Perris. AMG will also conduct field observations including, lane utilization, queue lengths, spillover of turn-lanes, saturation flow rates, "Before" and "After" floating car surveys under existing conditions and when proposed signal timings are implemented and fine-tuned.

#### **Task 4.2: Existing/Baseline Conditions Analysis**

Upon completion of data collection, existing/baseline Synchro traffic simulation models will be created for the weekday a.m., midday and p.m. peak periods. The Synchro models will be calibrated to reasonably reflect existing conditions based on the field observations conducted.

The Synchro models will be used to estimate existing intersection and arterial measures of effectiveness (MOE's) including travel time, delay, CO & NO emissions and number of stops through the corridors.

#### **Task 4.3: Signal Timing Plan Optimization**

The validated and calibrated existing conditions Synchro models will be utilized for development of proposed coordination plans. All signal timing parameters will be updated based on the California Manual on Uniform Traffic Control Devices (MUTCD). Upon developing proposed coordination plans, SimTraffic microsimulation software will be used for further fine-tuning of the recommended offsets. MOE's under proposed conditions scenario will be compared to existing conditions MOE's to assess system performance.

#### **Task 4.4: Implementation & Fine-tuning**

AMG will develop proposed signal timing sheets and assist the City of Perris/Riverside County to implement, and fine-tune proposed coordination plans. Upon completion of fine-tuning, "After" floating car surveys will be conducted to evaluate the benefits of the signal coordination study.

#### **Task 4.5: Report**



AMG will develop draft and final technical memorandums for review by the City and a final project report summarizing the efforts conducted for the study including data collection, comparison of existing and proposed signal timings and MOE's.

*Deliverable: Draft and Final Technical Memorandum – Project Report*

#### **TASK 5: CONSTRUCTION SUPPORT**

AMG will answer bidders' questions and provide clarifications to the bid documents during the bidding process. Specifically, we will assist the City as follows:



- Answer contractor bid questions and requests for information/clarification (RFI) of the design and/or construction documents,
- Attend the pre-construction meeting,
- Answer contractor's Request for Information (RFI). AMG will provide clarifications and respond to contractor's questions during the construction phase, as needed. We will review and respond to contractor's RFIs during construction within two working days,
- Assist the City Inspector with specific design issues during construction, and
- When requested by City staff, AMG will attend meetings to answer design questions and clarify design elements.

*Deliverable: Responses to RFI*

#### **TASK 6: CONSTRUCTION SUPPORT**

Upon completion of the project, AMG will coordinate efforts with the contractor to receive the red-line plans identifying the field changes that were made for the project. AMG will prepare the as-built drawings for the project by incorporating the field changes into the AutoCAD final plans. The final as-built drawings in AutoCAD format will be provided to the city for future use.



*Deliverables: As-built plans in Electronic Files (Plans in AutoCAD & PDF)*



#### **PROJECT MILESTONE**

AMG will perform and complete the work described in the Scope of Work in accordance with the milestone schedule provided in this section. Due to our experience of successfully completing similar federally funded projects, we are confident of completing this project in an expedited schedule. A detailed project schedule is provided in Appendix B.

<b>Project Milestone</b>	<b>Date</b>
City Council Approval	5/10/22
Kickoff Meeting/NTP	5/30/22
Background Research	6/2/22
50% PS&E Completed	7/13/22
95% PS&E Completed	8/17/22
100% PS&E Completed	9/14/22
Final PS&E Completed	9/22/22
Construction Support	3/31/23
Prepare As-Builts	10/16/23
Project Close Out	12/8/23

## Schedule of Work

A detailed schedule is included as a separate sheet on next page.

## Conflict of Interest, Litigation, and Contract Agreement Statements

AMG does not have any conflict of interest that may preclude the team from being able to provide the proposed services and has not been involved in litigation in connection with prior projects. Additionally, AMG does not have any exceptions to the City's sample contract and insurance requirements included in Exhibit E. The proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

## Cost Proposal

The 10-H1 cost proposal is included in a separate sealed envelope per the RFP.

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**

**N/A**

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

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**Exhibit "C"**  
**Page 1**

**LONG FORM**  
**CONTRACT SERVICES AGREEMENT**

Fee Schedule



Traffic Signal and Road Safety Improvements Along Priority Corridors  
City of Perris

Traffic Signal and Road Safety Improvements Along Priority Corridors											
	Advanced Mobility Group									Totals Hours By Task	Total Cost By Task
	Joy Bhattacharya	Shubham Yeri	Vasavi Pennada	Stephen Au	Shruti Shrivastava	Chris Higgins	Ryan Sabatano	Vishnu Ganeshu	Admin/Support		
Hourly Rates	211.10	176.45	211.86	157.45	148.98	150.10	92.71	176.45	95.69		
Task 1 - Background Research	8	8			8	8			4	36	\$ 6,673.40
Task 2 - Coordination Meetings	16	8	8							32	\$ 8,084.24
Task 3 - Plans, Specifications, and Estimates											
Task 3.1 - 50% Design	16	16	16	16		80	120		2	266	\$ 37,037.06
Task 3.2 - 85% Design	8	8	16	8		40	80		2	162	\$ 22,163.86
Task 3.3 - 100% Design	4	8	16	8		16	80		2	134	\$ 17,317.06
Task 3.4 - Final Design	4	8	8	4		8	40		2	74	\$ 10,082.22
Task 4 - Signal Coordination	16		32		160			120	8	336	\$ 57,486.08
Task 5 - Construction Support	8			16		40				64	\$ 11,012.00
Task 6 - As-built Drawings	4				2	4	40			50	\$ 5,851.36
Total Hours By Team Member	84	56	96	52	170	196	360	120	20	1154	
Total Cost By Team Member	\$ 17,732.40	\$ 9,881.30	\$ 20,340.48	\$ 8,187.40	\$ 25,275.60	\$ 29,419.60	\$ 33,382.80	\$ 21,174.00	\$ 1,913.80		\$ 175,707.28
Other Direct Costs (ODC)	226,132.40										\$ 6,130.72
Data Collection											\$ 17,050.00
Total											\$ 198,888.00

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

Traffic Signal and Road Safety Improvements along Priority Corridor

ID	Task Name	Start Date	End Date	Duration	Priority
1	City Council Approval	01/15/12	01/15/12	1d	High
2	Project Memorandum	01/15/12	01/15/12	1d	High
3	Initial Meeting/ATP	01/15/12	01/15/12	1d	High
4	Staff Assignment	01/15/12	01/15/12	1d	High
5	Project Meeting/Review	01/15/12	01/15/12	1d	High
6	Background Research	01/15/12	01/15/12	1d	High
7	Site Visit & Traffic Survey	01/15/12	01/15/12	1d	High
8	Construction Safety Plan	01/15/12	01/15/12	1d	High
9	Final Review Meeting	01/15/12	01/15/12	1d	High
10	Final Review Meeting	01/15/12	01/15/12	1d	High
11	Final Review Meeting	01/15/12	01/15/12	1d	High
12	Final Review Meeting	01/15/12	01/15/12	1d	High
13	Final Review Meeting	01/15/12	01/15/12	1d	High
14	Final Review Meeting	01/15/12	01/15/12	1d	High
15	Final Review Meeting	01/15/12	01/15/12	1d	High
16	Final Review Meeting	01/15/12	01/15/12	1d	High
17	Final Review Meeting	01/15/12	01/15/12	1d	High
18	Final Review Meeting	01/15/12	01/15/12	1d	High
19	Final Review Meeting	01/15/12	01/15/12	1d	High
20	Final Review Meeting	01/15/12	01/15/12	1d	High
21	Final Review Meeting	01/15/12	01/15/12	1d	High
22	Final Review Meeting	01/15/12	01/15/12	1d	High
23	Final Review Meeting	01/15/12	01/15/12	1d	High
24	Final Review Meeting	01/15/12	01/15/12	1d	High
25	Final Review Meeting	01/15/12	01/15/12	1d	High
26	Final Review Meeting	01/15/12	01/15/12	1d	High
27	Final Review Meeting	01/15/12	01/15/12	1d	High
28	Final Review Meeting	01/15/12	01/15/12	1d	High
29	Final Review Meeting	01/15/12	01/15/12	1d	High
30	Final Review Meeting	01/15/12	01/15/12	1d	High
31	Final Review Meeting	01/15/12	01/15/12	1d	High
32	Final Review Meeting	01/15/12	01/15/12	1d	High
33	Final Review Meeting	01/15/12	01/15/12	1d	High
34	Final Review Meeting	01/15/12	01/15/12	1d	High
35	Final Review Meeting	01/15/12	01/15/12	1d	High
36	Final Review Meeting	01/15/12	01/15/12	1d	High
37	Final Review Meeting	01/15/12	01/15/12	1d	High
38	Final Review Meeting	01/15/12	01/15/12	1d	High
39	Final Review Meeting	01/15/12	01/15/12	1d	High
40	Final Review Meeting	01/15/12	01/15/12	1d	High
41	Final Review Meeting	01/15/12	01/15/12	1d	High
42	Final Review Meeting	01/15/12	01/15/12	1d	High
43	Final Review Meeting	01/15/12	01/15/12	1d	High
44	Final Review Meeting	01/15/12	01/15/12	1d	High
45	Final Review Meeting	01/15/12	01/15/12	1d	High
46	Final Review Meeting	01/15/12	01/15/12	1d	High
47	Final Review Meeting	01/15/12	01/15/12	1d	High
48	Final Review Meeting	01/15/12	01/15/12	1d	High
49	Final Review Meeting	01/15/12	01/15/12	1d	High
50	Final Review Meeting	01/15/12	01/15/12	1d	High



ADVAN-4

OP ID: RS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/18/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Schroder Insurance Services Lic# 0E97553 953 Main Street Martinez, CA 94553 Schroder Insurance Services	925-934-6789 <b>CONTACT</b> Schroder Insurance Services	
	PHONE (A/C, No, Ext): 925-934-6789	FAX (A/C, No): 925-934-0189
<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURER A:</b> OHIO SECURITY INSURANCE CO.		<b>NAIC #</b> 24082
<b>INSURER B:</b> NAVIGATORS INSURANCE COMPANY		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		


**INSURED**  
 ADVANCED MOBILITY GROUP  
 BETH CLEMENT  
 3003 OAK ROAD, SUITE 100  
 WALNUT CREEK, CA 94596

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	APPL. MOD.	SUBR. MOD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER OBJECT <input type="checkbox"/> LOC OTHER:	Y	Y	BZ861019707	03/09/2022	03/09/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 18,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAS61019707	03/09/2022	03/09/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USA81019707	03/09/2022	03/09/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PRODUCTS \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XW861019707	03/09/2022	03/09/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIAB			CH22MPLX00336NC	03/12/2022	03/12/2023	EACH OCC \$ 3,000,000 AGGREGATE \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Endorsements BP79960916; AC85430818; WC990679 attached.

<b>CERTIFICATE HOLDER</b>  <b>PERRISC</b>  City of Perris, its officers, employees and agents 101 N. D Street Perris, CA 92570	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Ball Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

**Section II - Liability is amended as follows:**

**A. Supplementary Payments**

**Section A.1. Business Liability is modified as follows:**

1. The \$250 limit shown in Paragraph A.1.f.(1)(b) Coverage Extension - Supplementary Payments for the cost of ball bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph A.1.f.(1)(d) Coverage Extension - Supplementary Payments for reasonable expenses and loss of earnings is replaced by a \$500 limit.

**B. Broadened Coverage For Damage To Premises Rented To You**

1. The last paragraph of Section B.1. Exclusions - Applicable To Business Liability Coverage is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions c., d., e., g., h., k., l., m., n. and o. do not apply to "property damage".

2. Paragraph D.2. Liability And Medical Expenses Limits Of Insurance is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph D.3. Liability And Medical Expenses Limits Of Insurance does not apply.

**C. Incidental Medical Malpractice Injury**

1. Paragraph (4) under Paragraph B.1.j. Exclusions - Applicable To Business Liability Coverage - Professional Services does not apply to "Incidental Medical Malpractice Injury" coverage.

2. With respect to this endorsement, the following is added to Section F. Liability And Medical Expenses Definitions:

- a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or  
(2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

- b. This coverage does not apply to:

- (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.  
(2) Any insured engaged in the business or occupation of providing any of the services described under a. above.  
(3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a. above.

**D. Mobile Equipment**

Section C. Who Is An Insured is amended to include any person driving "mobile equipment" with your permission.

**E. Blanket Additional Insured (Owners, Contractors Or Lessors)**

1. Section C. Who Is An Insured is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

- a. Currently in effect or becoming effective during the term of this policy; and  
b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

2. The insurance afforded to the additional insured is limited as follows:

- a. The person or organization is only an additional insured with respect to liability arising out of:  
(1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and  
(2) Caused in whole or in part by your ongoing operations performed for that insured.

- b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.

- c. The insurance afforded to the additional insured does not apply to:

- (1) Liability arising out of the sole negligence of the additional insured;  
(2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.
- (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
- (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.

3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

**F. Newly Formed Or Acquired Organizations**

The following is added to Section C. Who Is An Insured:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

- 1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
- 2. Section A.1. Business Liability does not apply to:
  - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
  - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
- 3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**G. Aggregate Limits**

The following is added to Paragraph D.4. Aggregate Limits Liability and Medical Expenses Limits Of Insurance:

- 1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
- 2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**H. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- 1. Paragraph E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
- 2. Paragraph E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

**I. Section F. Liability And Medical Expenses Definitions is modified as follows:**

**1. Paragraph F.3. is replaced by the following:**

**3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.**

**2. Paragraph F.9. is replaced by the following:**

**9. "Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";**
- b. A sidetrack agreement;**
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;**
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;**
- e. An elevator maintenance agreement;**
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.**

**Paragraph f. does not include that part of any contract or agreement:**

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;**
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or**
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or****
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.**

**3. Paragraph F.14.b. Personal And Advertising Injury is replaced by the following:**

**b. Malicious prosecution or abuse of process;**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

### COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
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AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	14
BODILY INJURY REDEFINED	24
EMPLOYEES AS INSUREDS (Including Employee Hired Auto)	2
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GLASS REPAIR - WAIVER OF DEDUCTIBLE	18
HIRED AUTO COVERAGE TERRITORY	22
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NEWLY FORMED OR ACQUIRED SUBSIDIARIES	1
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	17
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM	13
PRIMARY AND NON-CONTRIBUTORY - WRITTEN CONTRACT OR WRITTEN AGREEMENT	23
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	18
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	19
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	21

SECTION II - LIABILITY COVERAGE is amended as follows:

1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

## 2. EMPLOYEES AS INSURED

**SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured** is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

## 3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

**SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured** is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 23, this policy is excess over any other collectible insurance.

## 4. SUPPLEMENTARY PAYMENTS

**SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4)** are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## 5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

**SECTION II - LIABILITY, Exclusion B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

## 6. HIRED AUTO PHYSICAL DAMAGE

**Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE,** is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
  - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
    - (1) \$50,000; or
    - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
  - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
  - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
  - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
  - e. This coverage extension does not apply to:
    - (1) Any "auto" that is hired, rented or borrowed with a driver; or
    - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

#### 7. TOWING AND LABOR

**SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

#### 8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. Coverage Extensions, Transportation Expenses of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

#### 9. RENTAL REIMBURSEMENT

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4, Coverage Extension.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.B.

**10. EXTRA EXPENSE - BROADENED COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

**11. PERSONAL EFFECTS COVERAGE**

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$800 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

**12. ACCIDENTAL AIRBAG DEPLOYMENT**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

**13. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM**

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

**14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

- (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
- (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
- (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.



**16. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)**

**A. Paragraph C. Limit Of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:**

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
  - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
  - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
  - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
  - d. Transfer or rollover balances from previous loans or leases;
  - e. Final payment due under a "Balloon Loan";
  - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
  - g. Security deposits not refunded by a lessor;
  - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
  - i. Any amount representing taxes;
  - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

**B. Additional Conditions**

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

**C. SECTION V - DEFINITIONS is changed by adding the following:**

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

**16. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

**18. TWO OR MORE DEDUCTIBLES**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph D. Deductible :

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

**SECTION IV - BUSINESS AUTO CONDITIONS** is amended as follows:

**19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

**SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) Member, if you are a limited liability company;
  - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

**21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

**22. HIRED AUTO COVERAGE TERRITORY**

**SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph B.7. Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

**23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**SECTION V - DEFINITIONS** is amended as follows:

**24. BODILY INJURY REDEFINED**

Under **SECTION V - DEFINITIONS**, Definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.



# ATTACHMENT 3

CIP T032

### CITY OF PERRIS Capital Improvement Program Project Details



**Project Number:** T032  
**Project Title:** Traffic Signal & Road Safety Improvements along priority corridors  
**Managing Department:** City Engineer

*Project Description and/or Justification: Improving signalized intersection safety with retroreflective backplates, advanced dilemma zone detection, and radar speed signage along Romona Expwy. from Webster Ave. to E Rider St.; Nuevo Rd. from Frontage Rd. to Dunlap Dr.; W 4th St. from Navajo Rd. to Redlands Ave.; Ethanac Rd. from Murietta Rd. to Case Rd.*



**Original Budget:** 1,623,700  
**Budget Amendments:** -  
**Total Project Costs:** 1,623,700  
**Available Funds:** -

**Project Dates:**  
**Begin:** FY 21/20  
**Completion:**  
**Total Budget Additions (Deletions):** 1,623,700

Funding Sources:	Fund	Project to Date Available	Proposed Plan 2021/2022	Proposed Plan 2022/2023	Proposed Plan 2023/2024	Proposed Plan 2024/2025	Total
State Grant	119		1,173,700				\$ 1,173,700
Measure A	142		450,000				\$ 450,000
							\$ -
							\$ -
							\$ -
<b>Total:</b>		-	1,623,700	-	-	-	\$ 1,623,700

Budget Amendment Notes				
Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2021/22	State Grant (HSIP Cycle 10 Grant)		1,173,700	1,173,700
2021/22	Measure A		450,000	1,623,700
				1,623,700
				1,623,700
				1,623,700
				1,623,700
				1,623,700
				1,623,700
				1,623,700
				1,623,700
				1,623,700
				1,623,700
<b>Total:</b>		\$	1,623,700	\$ -

T-32

As of 03/31/2021



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 31, 2022

**SUBJECT:** Riverwood Specific Plan, Tracts 32666, -1, -2, -3 and -4 In Lieu Memorandum of Understanding

**REQUESTED ACTION:** Approve and authorize the City Manager to execute a Memorandum of Understanding (MOU) with Richland Ventures, Inc. concerning the Conditions of Approvals for Riverwoods and Ethanac Road Crossing

**CONTACT:** Stuart E. McKibbin, Contract City Engineer

This Memorandum of Understanding memorializes that Richland, the developer of the Riverwoods Specific Plan has met the conditions required to extend Watson Road to "A" Street as the primary access in lieu of the Ethanac Road Extension to the satisfaction of City Engineer, and has agreed to construct the Ethanac Bridge in accordance with this Agreement. the City would agree to allow 331 occupancy permits before the award of Ethanac Bridge construction contract.

#### BACKGROUND/DISCUSSION:

The Riverwoods development includes 227 acres of land subdivided into 663 single-family residential lots, a 12 acre elementary school site, 11 acre community park, and 2 acre community center, for which various entitlements have been approved through the City including Riverwoods Specific Plan Amendment (SPA 03-0344), General Plan Amendment (GPA 04-0079), Tentative Tract Map 32666 (TTM 04-0386), and Final Tract Maps 32666 (06-0176), 32666-1 (06-0000), 32666-2 (06-0131), 32666-3 (06-0132), and 32666-4 (06-0177) and Mitigated Negative Declaration (2169). Richland Ventures, Inc. (Developer) has the right to acquire and develop the project pursuant to an agreement with WSI Mojave Investments, LLC, the current owner and an affiliate of Richland.

Per the Riverwoods Specific Plan Amendment and Conditions of Approval, Phase 1 of the Project consists of 525 dwelling units in Planning Areas 1, 2, 3, 4, and 5 and Phase 2 consists of 138 dwelling units in Planning Areas 6, 7, 8, and 9 as well as the Community Park and Community Center.

Per the Conditions of approval for Tentative Tract Map 32666 dated September 30, 2004 from the City Engineers' office, Condition 2 requires Ethanac Road to be extended from River Road east with 30-foot-wide paving to Goetz Road, including 5-year storm drain culverts at the San Jacinto River crossing ("Ethanac Road Extension"). However, Condition 2 also allows In lieu of the

Ethanac Road Extension for the extension of Watson Road easterly connecting to 'A' street as the primary access, if the following requirements are met to the satisfaction of the City Engineer: (a) Developer is either denied or unable to secure the necessary Jurisdictional Permits to allow the construction of the Ethanac Road Extension prior to the start of construction of the Watson Improvements, (b) Developer has demonstrated a reasonable effort to obtain the required Jurisdictional Permits, (c) Developer has provided the City Engineer a traffic analysis indicating the required offsite improvements to the Watson Road alternative including but not limited to Watson Road, "A" Street, Mapes Road, and Goetz Road, and (d) Developer works in good faith with the City of Perris to help facilitate the future construction of Ethanac Road Extension by others through the dedication of necessary Right-of-Way, payment of required fees, or other appropriate mechanisms.

The developer has met these in-lieu requirements.

Developer has been diligently pursuing Jurisdictional Permits to allow the construction of the Ethanac Road Extension since May 2018 with applications to the Western Riverside County Regional Conservation Authority (RCA), California Department of Fish and Wildlife (CDFW), U.S. Army Corps of Engineers (ACEO), and Santa Ana Regional Water Quality Control Board (RWQCB) and has been unsuccessful to date in securing Jurisdictional Permits.

Developer provided to the City Engineer a traffic analysis prepared by Urban Cross Roads dated January 28, 2022 that evaluated the impact to study area intersections that could potentially be affected by interim access before the Ethanac Road Extension is in place. The traffic analysis finds that Watson Road alternative would adequately serve the Project.

Finally, Developer, in coordination with the City, has made substantial good faith efforts to facilitate the future construction of a 100-year crossing over the San Jacinto River which is much larger than the 5-year crossing required by the Conditions of Approval. The bigger crossing will be a benefit both to the City and Riverwoods. The good faith efforts include: (a) approval of a Bridge Type Selection Report dated January 4, 2019 which required Ethanac Road crossing the San Jacinto River to be increased from a 30-foot-wide at-grade crossing to an 80-foot-wide, 450-foot-long cast in place bridge spanning a majority of the River ("Ethanac Bridge"), (b) a Mitigated Negative Declaration (2362) approved December 3, 2021, (c) Joint Project Review application to the Regional Conservation Authority dated December 21, 2021, (d) an Improvement and Credit/Reimbursement Agreement for TUMF and DIF Credits approved by City Council on May 31, 2016, (e) design, application and submittal of full improvement construction plans for the Ethanac Bridge to the City on March 14, 2022, including payment of plan check fees and design fees, and (f) assisted the City in requests to the Senate of California Senate and Assembly Budget Committees for grant funding totaling \$6,600,000.

Therefore, as the developer has met the conditions required to extend Watson Road to "A" Street as the primary access in lieu of the Ethanac Road Extension to the satisfaction of City Engineer, and has agreed to construct the Ethanac Bridge in accordance with this Agreement, the City would agree to allow 331 occupancy permits before the award of Ethanac Bridge construction contract.

Staff recommends Council approve the MOU and authorize the City Manager to execute the MOU.

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**BUDGET (or FISCAL) IMPACT:**

No Impact.

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Prepared by: Stuart E. McKibbin, Contract City Engineer

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager SR

Attachments: Vicinity Map  
Memorandum of Understanding

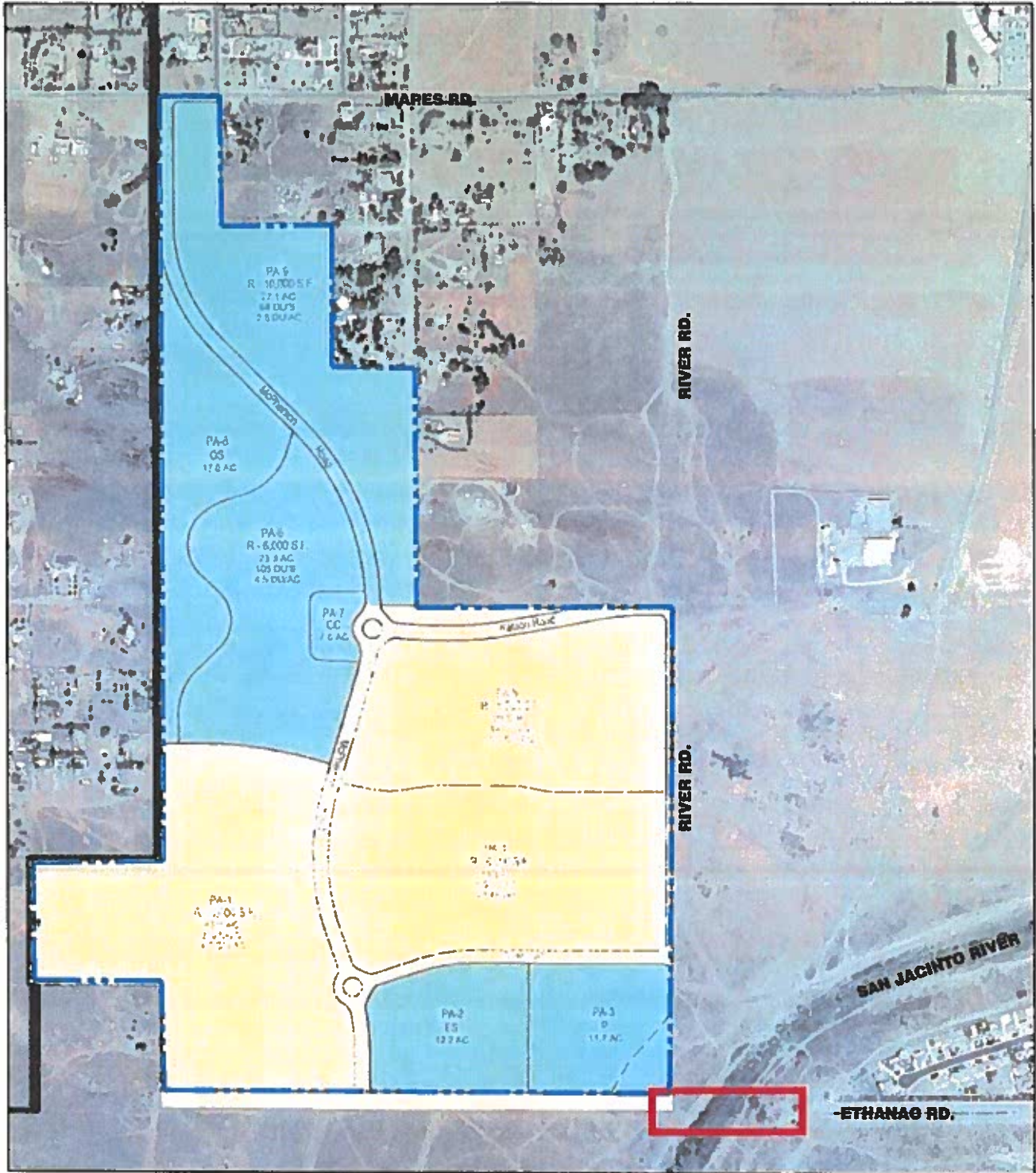
Consent: Yes  
Public Hearing:  
Business Item:  
Presentation:  
Other:

# ATTACHMENT 1






VICINITY MAP

# RIVERWOODS MEMORANDUM OF UNDERSTANDING

## VICINITY MAP



**LEGEND:**

- |   |                         |   |         |
|---|-------------------------|---|---------|
|  | RIVERWOODS AREA         |  | PHASE 1 |
|  | BRIDGE DISTURBANCE AREA |  | PHASE 2 |
|  | PERRIS CITY LIMITS      |   |         |



# ATTACHMENT 2

MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING  
TRACT 32666 "RIVERWOODS"  
REGARDING ETHANAC ROAD EXTENSION**

This MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into on this \_\_\_ day of \_\_\_\_, 2022 (the "Effective Date"), by and between Richland Ventures, Inc., a Florida Corporation ("Developer"), and the City of Perris, a California municipal corporation ("City"). Developer and the City are each individually referred to as a "Party" and collectively referred to as the "Parties."

**RECITALS**

A. WSI Mojave Investments, LLC, an affiliate of Developer, is the owner of various parcels of land located within the City consisting of Tract 32666, 32666-1, 32666-2, 32666-3, and 32666-4 that make up the project commonly known as Riverwoods, which includes 227 acres of land subdivided into 663 single-family residential lots, a 12 acre elementary school site, 11 acre community park, and 2 acre community center, shown on Exhibit A ("Riverwoods") for which various entitlements have been approved through the City including Riverwoods Specific Plan Amendment (SPA 03-0344), General Plan Amendment (GPA 04-0079), Tentative Tract Map 32666 (TTM 04-0386), and Final Tract Maps 32666 (06-0176), 32666-1 (06-0000), 32666-2 (06-0131), 32666-3 (06-0132), and 32666-4 (06-0177) and Mitigated Negative Declaration (2169) (collectively, the "Project"). Developer has the right to acquire and develop the Project pursuant to an agreement with WSI Mojave Investments, LLC.

B. Per the Riverwoods Specific Plan Amendment and Conditions of Approval, Phase 1 of the Project consists of 525 dwelling units in Planning Areas 1, 2, 3, 4, and 5 and Phase 2 consists of 138 dwelling units in Planning Areas 6, 7, 8, and 9 as well as the Community Park and Community Center.

C. Per the Conditions of Approval for the Project, Tentative Tract Map 32666 dated September 30, 2004 from the City Engineers' office, Condition 2.a. requires Ethanac Road to be extended from River Road east with 30-foot-wide paving to Goetz Road, including 5-year storm drain culverts at the San Jacinto River crossing ("Ethanac Road Extension") included as Exhibit B. In lieu of the Ethanac Road Extension, the Conditions allow the extension of Watson Road easterly connecting to 'A' street as the primary access, if the following conditions are met to the satisfaction of the City Engineer: (a) Developer is either denied or unable to secure the necessary Jurisdictional Permits to allow the construction of the Ethanac Road Extension prior to the start of construction of the Watson Improvements, (b) Developer has demonstrated a reasonable effort to obtain the required Jurisdictional Permits, (c) Developer has provided the City Engineer a traffic analysis indicating the required offsite improvements to the Watson Road alternative including but not limited to Watson Road, "A" Street, Mapes Road, and Goetz Road, and (d) Developer works in good faith with the City of Perris to help facilitate the future construction of Ethanac Road Extension by others through the dedication of necessary Right-of-Way, payment of required fees, or other appropriate mechanisms.

D. Developer has been diligently pursuing Jurisdictional Permits to allow the construction of the Ethanac Road Extension since May 2018 with applications to the Western

Riverside County Regional Conservation Authority (RCA), California Department of Fish and Wildlife (CDFW), U.S. Army Corps of Engineers (ACOE), and Santa Ana Regional Water Quality Control Board (RWQCB) and has been unsuccessful to date in securing Jurisdictional Permits.

E. Developer provided to the City Engineer a traffic analysis prepared by Urban Cross Roads dated January 28, 2022 that evaluated the impact to study area intersections that could potentially be affected by interim access before the Ethanac Road Extension is in place. **Exhibit C.**

F. Developer, in coordination with the City, has made good faith efforts in facilitating future construction of the Ethanac Road Extension including: (a) approval of a Bridge Type Selection Report dated January 4, 2019 which required Ethanac Road crossing the San Jacinto River to be increased from a 30-foot-wide at-grade crossing to an 80-foot-wide, 450-foot-long cast in place bridge spanning a majority of the River (“Ethanac Bridge”), (b) a Mitigated Negative Declaration (2362) approved December 3, 2021, (c) Joint Project Review application to the Regional Conservation Authority dated December 21, 2021, (d) an Improvement and Credit/Reimbursement Agreement for TUMF and DIF Credits approved by City Council on May 31, 2016, (e) design, application and submittal of full improvement construction plans for the Ethanac Bridge to the City on March 14, 2022, including payment of plan check fees and design fees, and (f) assisted the City in requests to the State of California Senate and Assembly Budget Committees for grant funding totaling \$6,600,000.

G. Developer has met the conditions required to extend Watson Road to ‘A’ Street as the primary access in lieu of the Ethanac Road Extension to the satisfaction of City Engineer, and has agreed to construct the Ethanac Bridge in accordance with this Agreement

H. The City desires to limit the number of occupancies allowable for the Project prior to start of construction of the Ethanac Bridge.

## **AGREEMENT**

**NOW THEREFORE**, based on the forgoing Recitals, which are incorporated by reference as if full set forth herein and in lieu of the original Condition 2.a of the Engineering Conditions of Approval for the Project, the Parties hereto agree to as follows:

1. **Design and Permitting of Ethanac Road Extension.** Developer, in coordination with the City, will continue good faith efforts to facilitate Ethanac Road Extension.
2. **Agreement For Completion of Public Improvements Other than the Ethanac Bridge.** Prior to approval of an improvement plan for any of the Riverwoods Tracts 32666-1, -2, -3, -4, or -F, Developer shall enter into an Agreement for Completion of Public Improvements with the City of Perris for the timely construction and completion of the public improvements associated with the Tract and the furnishing of securities therefor acceptable to the City Engineer, with the exception of the Ethanac Bridge.
3. **Agreement For Completion of Public Improvements – Ethanac Bridge.** Prior to the 1<sup>st</sup> occupancy of the Project, the Developer shall enter into an Agreement for Completion

of Public Improvements for the Ethanac Bridge with the City of Perris for the timely construction and completion of the public improvements associated with the Ethanac Bridge and the furnishing of securities for the amount of costs in excess of the TUMF and DIF reimbursement available per the Improvement and Credit/Reimbursement Agreement. Prior to permit issuance and start of construction of the Ethanac Bridge, the Contractor shall furnish security for the full amount of the construction costs and the City shall release the Developer's security. The security amounts will be established by the City utilizing reasonable construction costs based on the submitted plans.

4. Construction of Ethanac Bridge. Prior to the 332<sup>nd</sup> Occupancy (50% of total 663 permits) of the Project, Developer shall start construction of Ethanac Bridge. The timeline to construct the Ethanac Bridge is estimated at twelve (12) to eighteen (18) months after start of construction.
5. Improvements Prior to Ethanac Bridge. Per the traffic analysis prepared by Urban Crossroads dated January 28, 2022, the Project shall make the following improvements:
  - a. Prior to Phase 1 Occupancy (1<sup>st</sup> of 663 permits): install a traffic signal at A street and Mapes Road.
  - b. Prior to Phase 2 Occupancy (526<sup>nd</sup> of 663 permits): construct a 2<sup>nd</sup> northbound left turn lane on Goetz Road.
  - c. Prior to Final Occupancy (663<sup>rd</sup> of 663 permits): install a traffic signal and construct a westbound left turn lane to facilitate site access at River Road and Mapes Road and restripe the southbound approach at A street and Mapes Road to accommodate a left turn lane and shared through-right turn lane.
  - d. All other conditions of approval for the Project apply with the exception of those related to the extension of Ethanac Road.
  - e. If the Ethanac Bridge is built by the first Phase 2 Occupancy then only the improvements required Prior to Phase 1 Occupancy would be needed, item 5.a. above in this Section.
6. Timeliness. Parties agree to work together in a timely manner to complete all respective project related matters.
7. Notices.

If to Developer:

c/o Richland Ventures Inc.  
3161 Michelson Drive, Suite 425  
Irvine, CA 92612  
Attn: John Troutman  
Telephone: (949) 261-7010

JTroutman@richlandinvestments.com

If to City:

City of Perris  
101 N. D Street  
Perris, CA 92570  
Attn: Clara Miramontes, City Manager  
Telephone: (951) 943-6100  
CMiramontes@cityofperris.org

8. **Integration.** This Agreement represents and contains the entire agreement and understanding among the Parties hereto with respect to the subject matter of this Agreement, as of the Effective Date. This Agreement may be amended or modified only through a writing executed by all the Parties.
9. **Governing Law and Venue.** This Agreement shall be deemed executed and delivered within the State of California. The rights and obligations of the Parties hereunder shall be governed, construed, and enforced in accordance with the laws of the State of California. The venue for any dispute arising from or related to this Agreement, its performance, and its interpretation shall be the Superior Court of California, County of Riverside.
10. **Severability.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect, unless imposing the any remaining terms of the Agreement would deprive a Party of a material benefit or consideration under this Agreement.
11. **No Presumption Against Drafting Party.** This Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any Party. The Parties acknowledge that this Agreement documents a negotiated agreement, and it shall not be construed or interpreted in favor of any Party due to the fact that one of the Party's attorneys drafted this Agreement.
12. **Further Assurances.** From and after the Effective Date, the Parties shall cooperate in good faith with each other in taking such actions and executing such instruments as may be reasonably necessary to effectuate the purposes of entering into this Agreement and to perfect the rights granted hereunder.
13. **Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement, with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages. Duly executed signatures to this Agreement may be delivered by facsimile or e-mail, and signature



pages delivered by such methods shall be deemed equivalent to, and of the same force and effect as, original signature pages.

14. **Enforcement.** Enforcement of this Agreement is not dependent upon the Parties entering into a more formal agreement and the terms of this Agreement shall remain binding on the Parties.
15. **Assignment.** Developer shall have the right to freely assign this agreement, at its sole and absolute discretion, to a subsequent party provided assignee executes and delivers to City an assumption agreement assuming the rights and obligations of assignor set forth in this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Understanding, effective as of the date first written above.

**Richland Ventures, Inc.,  
a Florida Corporation**

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By: John Troutman  
Its: Vice President

**City of Perris,  
a California municipal corporation**

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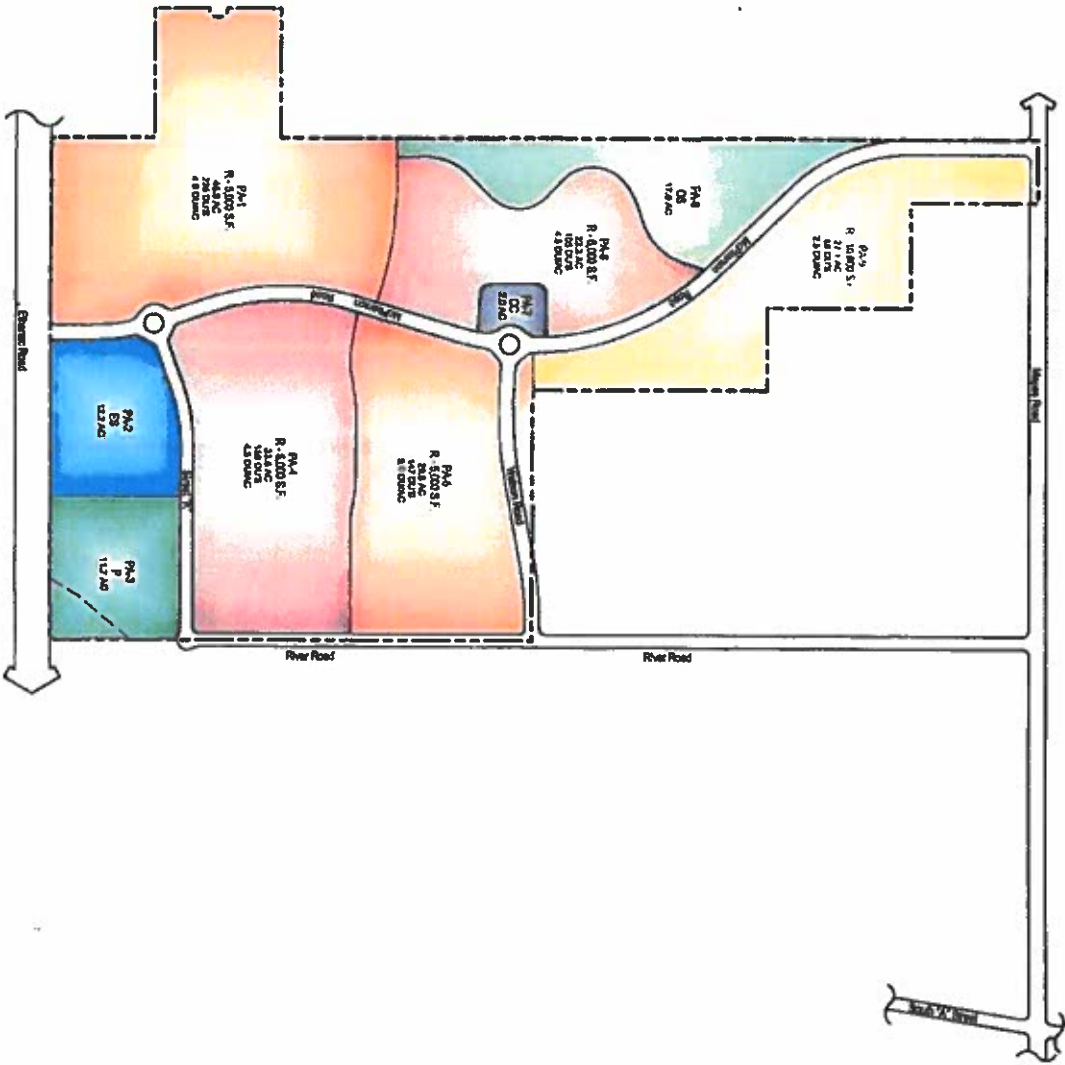
By: Clara Miramontes  
Its: City Manager

**Attest:**

---

By: Nancy Salazar  
Its: City Clerk

**EXHIBIT A  
RIVERWOODS SITE PLAN**



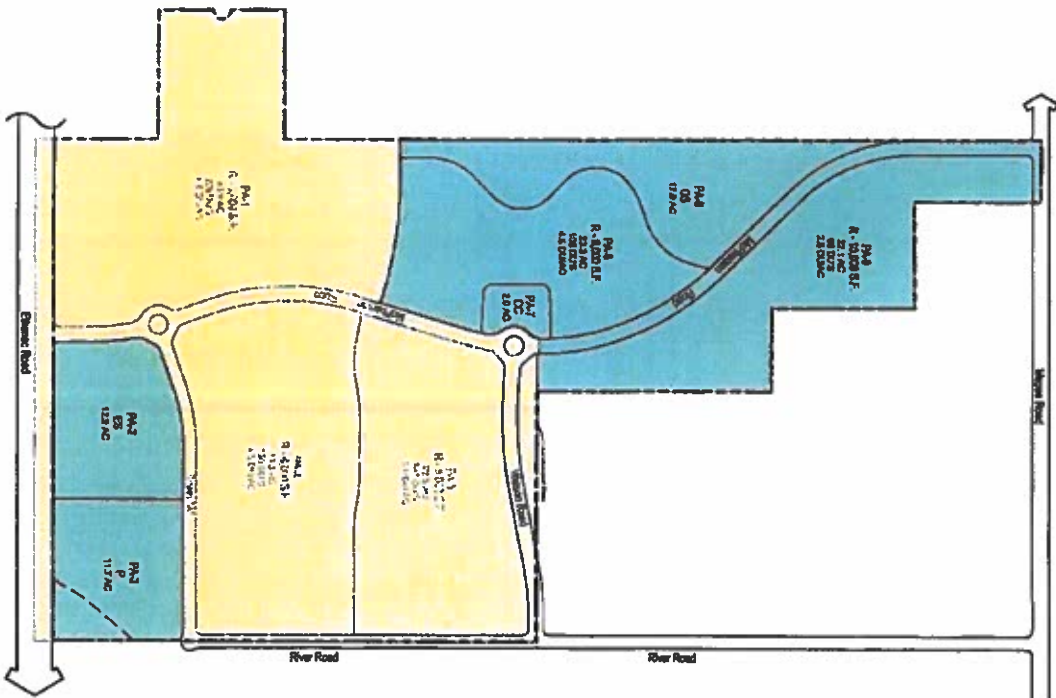
**LEGEND**

Land Use	Units	Acres	Density
R - 10,000 s.f.	68	27.1	2.5
R - 6,000 s.f.	255	57.1	4.5
R - 5,000 s.f.	373	75.4	5.0
Community Center (CC)		2.0	
Elementary School (ES)		12.2	
Community Park (P)		11.7	
Open Space (OS)		17.0	
Circulation		24.4	
<b>Total</b>	<b>698</b>	<b>226.9</b>	<b>3.0</b>

**INFORMATION**  
 R-6,000 for single family & R-14,000 for multiple family dwelling units.



Figure: 5



**LEGEND**

Phase One

Phase Two

**NOTES:**

APPROXIMATE

R-4,000 for single family & R-14,000 for multiple family dwelling units.

Figure: 24

Conceptual Phasing Plan



**EXHIBIT B**  
**CONDITIONS OF APPROVAL**

**CITY OF PERRIS  
COMMUNITY DEVELOPMENT DEPARTMENT**

**CONDITIONS OF APPROVAL  
TENTATIVE TRACT MAP 32666 (PLANNING CASE #04-0386)**

ASSESSOR PARCEL NUMBERS: 342-250-002; 342-260-031 and 032; 342-230-001, 006, 015, 023, 024, 025, and 026.

DECEMBER 14, 2004 (REVISED FOR CITY COUNCIL)

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**PROJECT:** Tentative Tract Map 32666 subdivides the Riverwoods Specific Plan area (226.9-acres of land) into 663 lots for single-family residential development. The approved map has a minimum lot size of 5,000 square feet and a maximum lot size of 23,226 square feet. Average lot sizes vary by Planning Area from 6,151 in Planning Area 5 to 12,515 square feet in Planning Area 9. The School District has informed staff that they are interested in acquiring land in Planning Area 2 for the development of an Elementary School.

**APPLICANT:** Benchmark Pacific

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**GENERAL CONDITIONS**

1. **Approval Period.** 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 Department of Planning and Community Development at least thirty (30) days prior to the expiration of Tentative Map approval.
2. **Approved Plans.** This approval is granted to subdivide a 226.9-acre property into 663 residential lots, public park, community center, hillside open space, and school site. The Final Map shall be substantially as shown on the Tentative Tract Map, prepared by The Keith Companies, for Benchmark Pacific, dated July 15, 2004, and consisting of two (2) sheets, except as may be modified by the conditions of approval contained herein.
3. **City Codes.** The project shall comply with all disabled access requirements of the American with Disabilities Act and title 24 of the State Code, and all local requirements of the City of Perris Municipal Code Titles 18 and 19, including all provisions of the Riverwoods Specific Plan.
4. **City Engineer.** The proposed project shall adhere to the requirements of the City Engineer as indicated in the Conditions of Approval dated September 30, 2004.

5. **Compliance with Environmental Mitigation.** The developer shall comply with all aspects for the mitigation monitoring and reporting program prepared for the Riverwoods Specific Plan, dated May, 2004, and shall incorporate all mitigation measures, findings, and recommendations into the design of all applicable development plans including subdivision, grading, and building plans. These measures include:

*Environmental Monitor:*

- a. At the time of development the developer shall fund the environmental monitoring program enforcer as appointed by the City.

*Geology:*

- b. Cut slopes shall be minimized in height where possible, or reduced in slope angles less than the prevailing bedrock foliation.
- c. When detailed grading plans are developed, additional preliminary investigation shall be conducted with respect to those plans and recommendations contained in the Geotechnical Report.
- d. Frequent observation and testing under the direction of a qualified Geotechnical engineer and/or engineering geologist shall be accomplished during grading to verify compliance with the Geotechnical recommendations and to confirm that the Geotechnical conditions found are consistent with the report findings.
- e. Any import or export route must be reviewed by the City Engineer prior to approval of the grading plan. Route plans are limited to the duration of construction.
- f. Cut and fill on-site shall be balanced. If not, aspects of material import must be approved by the City Engineer.
- g. Grading Plans shall be developed with bedrock rippability constraints in mind.
- h. Prior to the start of grading, vegetation and deleterious materials shall be removed and or otherwise disposed of off the site.

*Air Quality:*

- i. To reduce potential air quality impacts from grading, the developer shall:
- Apply non-toxic soil stabilizers according to manufacturers specification to all inactive construction areas (previously graded areas inactive for ten or more days)
  - Replace/install ground cover in disturbed areas as quickly as possible.
  - Enclose, cover, water twice daily, or apply a non-toxic soil binder according to manufacturers specifications, to exposed piles with 5% or greater silt content.
  - Suspend all excavating and grading operations when wind speeds exceed 25 mph.
  - Monitor for particulate emissions according to Air District specified procedures.
  - Cover all trucks hauling dirt, sand, soil or other loose material, or maintain at least 2 feet of freeboard (distanced between top of the load and the top of the trailer).



- j. To reduce potential air quality impacts from construction traffic, the developer shall:
- Sweep paved streets at the end of the day if visible soil is carried onto adjacent public paved roads (water sweepers with reclaimed water recommended).
  - Apply water three times daily, or a nontoxic soil stabilizer according to the manufacturers specifications, to all unpaved parking or staging areas or unpaved road surfaces.
  - Reduce traffic speeds on all unpaved roads to 15 mph, and post appropriate signs.
  - Pave construction roads that have a traffic volume of more than 50 daily trips by construction equipment, or 150 total daily trips for all vehicles.
  - Pave all construction roads at least 100 feet on to the site from the main road.
- k. To reduce potential air quality impacts from long-term residential use of the project site, the developer shall construct pedestrian facilities with street improvements.

*Traffic and Circulation:*

- l. To reduce potential traffic impacts, the applicant shall construct on-site improvements according to Engineering Conditions of approval, dated September 30, 2004.
- m. To reduce potential traffic impacts, the applicant shall construct off-site improvements according to Engineering Conditions of approval, dated September 30, 2004.

*Biology:*

- n. To reduce potential impacts to biological resources, the developer shall conduct a survey immediately prior to the issuance of grading permits to confirm the presence/absence of sensitive species. If special status species are recorded on site, mitigation measures will be provided to offset impacts to special status species which will include, but are not limited to; (1) provide off-site habitat, (2) transplant on-site populations to off-site preservation areas, (3) preserve on-site occupied habitat, and/or (4) participation in a region-wide Habitat Conservation Plan (HCP).
- o. Prior to the issuance of grading permits, the applicant shall prepare a jurisdictional boundaries report using the most up-to-date regulations and written policy and guidelines from regulatory agencies regarding the Ethanac Road crossing of the San Jacinto River in the City of Perris. The purpose of this report is to determine the following:
- Corps jurisdiction pursuant to Section 404 of the Clean Water Act.
  - CDFG jurisdiction pursuant to Division 2, Chapter 6, Section 1600 of the Fish and Game Code.

*Cultural Resources:*

- p. In the event that any undetected or buried resources are encountered during construction, all construction activity in the vicinity of the find shall cease and a qualified archaeologist shall be contacted immediately. If the specimen discovered requires time and resources to evaluate, the archaeologist shall rope the area with a 50 foot radius and notify the project manager of the find. The archaeologist shall determine the time, materials and costs required to properly address the resource.
6. **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. 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.
7. **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., on weekdays. Construction may not occur on weekends or State holidays, without prior consent of the Building Official. Non-noise generating activities (e.g., interior painting) are not subject to these restrictions.
  - b. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.
  - c. Construction routes are limited to City of Perris designated truck routes.
  - 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 applicants shall provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors, 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.

- g. A six foot high temporary chain link fence will be required during construction to limit access from Planning Areas onto proposed and existing collector roadways to those access points shown on individual tract maps. Additional comments should be expected, if future occupancy phasing is requested.
8. **Energy Conservation.** To improve local air quality, the applicant is encouraged to incorporate any or all of the following energy-conservation features into the project:
- Low NO<sub>x</sub> 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.
9. **Southern California Edison.** Prior to issuance of building permits, the applicant shall contact the area service planner (909 928-8323) for Southern California Edison (SCE) to complete the required forms prior to commencement of construction.
10. **Required Approvals.** Prior to recordation of the Final Map, the developer shall obtain the following clearances or approvals:
- 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; and,
  - c. Development Plan Review for proposed community park.
11. **Plans and CC&Rs.** All Final Maps shall be submitted concurrently to the Planning and Engineering Departments. Prior to recordation of the Final Map, the developer shall submit and obtain approvals on the following items:
- a. Public improvement plans to the City Engineer. These plans shall include street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18.
  - b. Any Covenants, Conditions, and Restrictions to the Planning Division and the City Attorney's office. Approved CC&Rs shall be recorded with the Final map.

**GRADING**

12. **Required Information.** Prior to the recordation of each final map for each phase of development in question, the following information shall be provided:
  - Designation of areas of temporary borrowing or depositing of material.
  - Approximate time frames for development including the identification of areas which will be graded during the higher probability of rain months of January through March.
  - Hydrology and hydraulic concerns and mitigation.
  
13. **Conceptual Grading Plans.** Prior to any development within any planning area, an overall Conceptual Grading Plan for each planning area in the development process shall be submitted to the City of Perris for review and approval. Each Conceptual Grading Plan shall be used as a guideline for subsequent detailed grading plans for individual stages of development within that planning area and shall include at a minimum:
  - Techniques employed to prevent erosion and sedimentation during and after the grading process;
  - Approximate time frames for grading;
  - Identification of areas which may be graded during higher probability rain months (January through March), if any; and
  - Preliminary pad and roadway elevations.
  
14. **Rock Outcroppings.** Special care shall be taken when grading to preserve significant rock outcroppings in Planning Area 8.
  
15. **Soils Report.** Prior to initial grading activities within the project site, a current detailed Soils Report and Geotechnical Study shall be prepared which analyzes on-site soil conditions and slope stability and includes appropriate measures to control soil erosion.
  
16. **Storm Water Pollution Prevention.** Prior to recordation of the Final Map, the applicant shall submit Grading Plans to the City Engineer, demonstrating compliance with National Pollution Discharge Elimination System requirements. The plans shall include a Storm Water Pollution Prevention Plan detailing water quality management controls and identifying Best Management Practices (BMPs) to control pollutant runoff. The applicant shall identify measures specified in Supplement A of the Riverside County Drainage Area Management Plans New Development Guidelines or other equally effective standard for BMPs, assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.

**SCHOOLS**

17. **School Impact Fees.** Prior to the issuance of any building permits, the developer shall provide evidence of payment of the required school fees.
18. **Planning Area 2.** The Perris Elementary School District has indicated an interest in obtaining Planning Area 2 for construction of a new school. Therefore, 12.2 acre site shall not be converted to residential uses, unless the School District rescinds its interest or does not secure the site within 24 months of this approval.

**LANDSCAPING, COMMUNITY PARKS, RECREATION, AND OPEN SPACE**

19. **Landscaping.** Prior to issuance of building permits, the developer shall submit three (3) copies of construction level Landscape and Irrigation Plans to the Planning Division, with the filing fee. The plans shall be prepared by a registered landscape architect and include the location, number, species, and container size of the plants. Plants shall be consistent with Section 19.70 of the Perris Municipal Code. The cover page shall identify the total square footage of the landscaped area and note that it shall maintained in accordance with Section 19.70 of the City Code. Use of water efficient fixtures and drought tolerant plants is encouraged. For model home complexes at least one of the models should be landscaped utilizing xeriscape concepts. Additional landscape requirements include front-yard landscaping, community center, public park, and roads abutting the project.
20. **Content of Plans.** Improvement plans shall conform to the concepts, features, and standards established in the Riverwoods Specific Plan, design guidelines, and the conditions enumerated herein, and shall be prepared by a licensed landscaped architect. All landscape and irrigation plans shall provide drought resistant and/or native vegetation as feasible, automatic irrigation systems which minimize runoff, and a separate irrigation system for the conveyance and distribution of reclaimed water where feasible, and in accordance with Administrative Regulations of the State of California.
21. **Landscape Inspections.** The project applicant shall be aware of and inform the on-site project or construction manager and the landscape contractor of their responsibility to call for landscape inspections. A minimum of three (3) landscape inspections are required in the following order, and the landscape inspection card shall be signed by the City's landscape inspector to signify approval at the following stages of landscape installation:
  - a. At installation of irrigation equipment, when the trenches are still open;
  - b. After soil preparation, when plant materials are positioned and ready to plant; and,
  - c. At final inspection, when all plants are installed and the irrigation system is fully operational.

22. **Community Park.** An 11.6-acre Community Park will be dedicated to the City of Perris and will be operated and maintained by the City. The Park may consist of a children's play area, a picnic area, basketball court(s) and open play turf areas as determined by a future Development Plan Review. These 11.6 acres may include 0.2 acres devoted to a sanitary sewer lift station. Dedication of land shall occur prior to Final Map.
23. **Approval of Community Park.** A Development Plan Review application for improvement of the Community Park (PA-3) shall be issued prior to the recordation of any final subdivision map.
24. **Phasing of Park Improvements.** Planning Area 3 is an 11.6± acre Community Park. The Riverwoods project will deliver active park amenities in Phase 1 with all park improvements completed prior to the granting of the building permit for the last dwelling unit in the project. Actual phasing and delivery of park amenities shall be subject to the Development Plan Review noted above. Said approval shall be in effect prior to final map recordation. It is contemplated that the park amenities will be developer constructed with costs credited against park fees. Credits shall be established through the Development Plan Review process, in accordance with existing City Ordinances.  
  
Prior to final approval of the San Jacinto River Plan, no significant grading or hardened improvements shall be permitted within 500 feet from the center line of San Jacinto River. The design of the proposed Community Park may include passive recreational uses in this area, with more active amenities located in the northeasterly part of the park.
25. **Landscape Maintenance District.** The Community Park (PA-3) shall be annexed into the City of Perris Landscape Maintenance District. This shall occur prior to or concurrent with the recordation of the first final map, or issuance of any building permits for any approved development permit (use permit, development plan, etc), whichever comes first.
26. **Responsibility for Maintenance of Public Open Space.** The applicant and/or developer shall be responsible for maintenance and upkeep of all parks, parkways, medians, off-site drainage facilities not accepted by Riverside County Flood Control District, and irrigation systems within street rights-of way or otherwise annexed into the Landscape Maintenance District for a period of one year after construction. The applicant shall pay one year cash deposit to ensure maintenance for one year. After one year, these operations shall be accepted by the Landscape Maintenance District.
27. **Community Recreation Building.** Planning Area 7 consists of a 2.9-acre Community Center. The conceptual design of this center includes a community building, pool, fireplace, children's play area, open turf areas and community plaza. The Community Center building will be at least 2,000 square feet, with a 750 square foot meeting room. The Community Center will be owned and maintained by the Home Owner's Association.

28. **Responsibility for Maintenance of Private Open Space.** Development applications which incorporate private common areas shall be accompanied by design plans for the common areas. Such plans shall specify the location and extent of landscaping, irrigation system, structures and facilities, parking and circulation (vehicular, pedestrian, and/or equestrian), and shall be submitted prior to the issuance of building permits. These areas will be owned and maintained by the Home Owner's Association.

Unless bonded for, all landscaping and irrigation of common Open Space shall be installed in accordance with approved plans prior to the issuance of occupancy permits. If seasonal conditions do not permit planting, interim landscaping erosion control measures shall be used as approved by the Planning Department.

29. **Natural Areas.** All existing trees and natural vegetation in undeveloped and Open Space areas shall be maintained in a viable growth condition. These areas will be owned and maintained by the Home Owner's Association.
30. **Reclaimed Water.** Any landscaping within designated Open Space areas, shall be irrigated with reclaimed water, if available and appropriate for use, and shall include dual automatic irrigation system (separate systems for trees and lawns), as approved by City and EMWD. If reclaimed water is not available to the project site, by the first building permit, this condition shall not apply.
31. **Installation of Plant Material and Perimeter walls.** Landscaping and permanent irrigation facilities shall be installed with street improvements in accordance with the approved design guidelines as they pertain to plant and irrigation standards. Perimeter walls shall be installed adjacent to street improvements.

#### UTILITIES

32. **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.
33. **Undergrounding.** All utilities such as Cable TV, telephone, and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground. All underground utilities along with future stub-outs located within street right-of-ways shall be installed prior to final paving.
34. **Screening of Above-Ground Facilities.** Any above ground utility service areas and enclosures that are installed on-site in conjunction with this project shall be screened from view with landscaping, decorative barriers, and/or noise attenuation treatments, as approved by the Planning Department.

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35. **EMWD Plan of Services.** The Tentative Tract Map shall conform to the Eastern Municipal Water District's Plan of Services dated February 6, 2004.
36. **Water and Sewage Facilities.** Water and sewage facilities shall be installed according to City of Perris and Eastern Municipal Water District (EMWD) requirements at no cost to the City. Developer shall pay all applicable EMWD fees for services.
37. **Required Right of Way.** Any project-related off-site construction pertaining to drainage, underground utilities, and street improvements must have necessary right-of-way and agency approvals, (i.e. City, Flood Control, EMWD) at no cost to the City.

### **CIRCULATION**

38. **On-Site Improvements.** The developer shall construct all on-site roadways as identified below. Two points of paved access shall be provided to all dwellings in each phase of development.
- Construct McPherson Road from Mapes Road to Ethanac Road at the ultimate full-section width as a Major Collector (78 foot right of way) in conjunction with development. This includes a short, raised and planted center median, at entrances into the Specific Plan Area.
  - Construct Watson Road from McPherson Road to River Road at its ultimate full-section width as a Major Collector. This includes a short, raised and planted center median, at entrances into the Specific Plan Area.
  - Construct "Street A" from McPherson Road to River Road at its ultimate full-section width as a Collector in conjunction with development. (Note: "Street A" is an un-named street within the Specific Plan Area. It does not refer to "A" Street, which is an existing Major Collector east of the project site.)
  - Construct River Road from Watson Road to "Street A" at its ultimate half-section width as a Collector. (Note: "Street A" is an un-named street within the Specific Plan Area. It does not refer to "A" Street, which is an existing Major Collector east of the project site.)
  - Construct Ethanac Road from the westerly project boundary to the easterly project boundary at its ultimate half-section width as an Expressway. This includes a raised and planted center median.
  - Construct Mapes Road with ½ width plus 12 feet along project frontage.
  - Install stop signs on River Road, Mapes Road, McPherson Road, Ethanac Road, Street 'A', and in-tract roads based on the final traffic report for Riverwoods and approval by the City Engineer.
  - All streets shall have detached sidewalks, subject to design approval of City Engineer.
  - Additional or alternate public improvements may be required by the City Engineer.



39. **Off-Site Improvements.** The developer shall construct all off-site roadways and drainage culverts as noted below:
- In conjunction with Phase 1 of the proposed project, construct the extension of Mapes Road from "A" Street to River Road and River Road from Mapes Road to Watson Road with a minimum 30 foot pavement section.
  - In conjunction with Phase 1 of the proposed project, construct the extension of Ethanac Road from the easterly project boundary to the TR 30662 westerly boundary with a minimum 30 foot pavement section, including a low-flow culvert crossing of the San Jacinto River. Alternatively, the applicant shall comply with Engineering Condition #2.
  - In conjunction with the improvement of McPherson Road south of Mapes Road (Phase II), construct the extension of Mapes Road from the northeast project boundary to River Road with a minimum 30-foot pavement section.
  - Additional or alternate public improvements may be required by the City Engineer.
40. **Park and Ride.** Upon development of a Park and Ride Program by the City of Perris, the developer shall fund its fair share of an appropriate number of spaces toward the program, to the extent that the program exists when building fees are paid.
41. **Transit Provisions.** The developer shall provide bus pull-out areas and shelters on Ethanac Road, as requested by RTA. The exact location of the bus pull-out shall be subject to the approval of the City of Perris, Riverside Transit Agency, and applicable school districts.
42. **Street Vacations.** Existing dedications as shown on Figure 26 of the Riverwoods Specific Plan shall be vacated prior to recordation of any subdivision map(s), providing that all utilities are abandoned or relocated, and no existing or future access to adjacent property owners is eliminated.

#### **PHASE OF IMPROVEMENTS**

43. **Phase I.** This phase will consist of a total of 525 dwelling units on roughly 135 acres of the project site and will include Planning Areas 1, 2, 3, 4 and 5. These units will have 5,000 and 6,000 square foot lots. The Elementary School and the Community Park sites will be mass graded during this phase, with site development of the park in conjunction with the approved Development Plan Review.

Phase I *on-site* improvements will include mass grading of the site, installation of infrastructure, and construction of the following:

- Sewer lift station.
- Sewer lines in Watson Road, McPherson Road (south of Watson), Ethanac Road, River Road (south of Watson), and in-tract sewers for PA-1, PA-4, and PA-5.
- Water mains in Watson Road, McPherson Road (south of Watson Road), Street 'A', River Road, and in-tract water mains in PA-1, PA-4, and PA-5.
- Watson Road between River Road and McPherson Road.
- McPherson Road between Watson Road and Ethanac Road.
- West half of River Road between Watson Road and Street "A."
- Street "A."
- North half of Ethanac Road adjacent to the project and offsite connection.
- Active park amenities, with remainder of park improvements completed prior to project build out. Actual phasing and delivery of park amenities shall be subject to approval of a Development Plan Review. Said agreement shall be in effect prior to final map recordation. It is contemplated that the park amenities will be developer constructed with costs credited against park fees.

Phase I *off-site* improvements will include construction of the following items:

- 30-foot paved section in Ethanac Road from River Road easterly to the westerly project boundary of TTM 30662, including a low-flow culvert crossing at the San Jacinto River.
- 30-foot paved section in River Road from Mapes Road to Watson Road.
- 30-foot paved section in Mapes Road from River Road to A Street.
- Sewer force main in Ethanac Road, and off-site gravity sewer in Ethanac Road.

44. **Phase II.** This phase will consist of 138 dwelling units, the Community Center, completion of the Community Park, and natural open space in Planning Areas 6, 7, 8 and 9. Phase II will also include the following *on-site* improvements:

- McPherson Road from Watson Road to Mapes Road.
- Sewer lines in PA-6, PA-7, and PA-9.
- Water mains in McPherson Road (north of Watson Road), and in-tract water mains in PA-6, PA-7, and PA-9.
- South half of Mapes Road at project boundary (ultimate ½ width).

Phase II *off-site* improvements will include construction of the following items:

- Construct a 30-foot paved section in Mapes Road from project easterly boundary to River Road.
- Construct 1705 PZ water main in River Road.

45. **Timing of Improvements.** The improvements are to be completed or bonded, prior to occupancy permits as appropriate. The final paving course for the collector roadways shall be deferred until occupancy permits are issued for the final unit within each Planning Area, or as determined by the City Engineer.

#### **FLOOD CONTROL**

46. **San Jacinto River Corridor.** The City of Perris has designated a minimum 1,000 foot river corridor (500 feet off each side of the river centerline) along the San Jacinto River. Approximately 1.7 acres of the southeastern portion of the park is located within this corridor. This area shall be used for drainage purposes only, with the exception of required public improvements. Other structures are not permitted within this corridor.
47. **100-Year Storm Event.** Drainage and flood control facilities and improvements shall be designed in accordance with City of Perris and Riverside County Flood Control District design standards to provide protection from the 100-year storm event.

Drainage facilities shall be designed to provide 100-year protection. The 10-year storm flow shall be contained within the curb, and the 100-year storm flow shall be contained with the street right-of-way. When either of these criteria is exceeded, additional drainage facilities should be installed.

48. **Maintenance of Storm Water Facilities.** Drainage and storm drain facilities shall be maintained by the City of Perris. Maintenance responsibilities of the drainage and storm drain facilities shall be established prior to the recording of final maps for the development of the Specific Plan area.
49. **Pad Elevation.** All pads created within the Specific Plan Amendment shall be designed to have an elevation at least one foot above the 100 year flood plan.
50. **Timing of Construction.** Flood Control facilities within each building phase shall be constructed prior to or concurrently with the initial development within that building phase and shall be operational prior to occupancy of the first unit in such phase. The applicant shall provide for on-site storm drain pipes and catch basins to convey the major runoff, in addition to mitigation of the nuisance runoff.
51. **Off-Site Drainage Facilities.** The proposed storm drain facilities shown in Figure 20 of the Riverwoods Plan shall be constructed as determined by the City Engineer. Construction of additional off-site drainage channels may be required to outlet proposed pipes and facilities.

52. **Drainage Easements.** Any drainage easements located between lots shall not stagger the lot line and shall be a minimum of 15 feet wide.
53. **West Side Grading.** The projects westerly grading shall accept off-site drainage flow.

**DEVELOPMENT REVIEW**

54. **Transfer of Dwelling Units.** A transfer of dwelling units is approved to transfer three units from Planning Area 1 and five units from Planning Area 6 (total of eight units) into Planning Area 5.
55. **Lot Size and Configuration.** Lots created in TTM 32666 shall be in conformance with the amended Specific Plan, Section VI.B Regulations and Standards for Development, conditions of approval, and City standards.
56. **Setbacks.** The *minimum* building setbacks for all future residential development within TTM 32666 shall be as set forth in the following Table:

DEVELOPMENT STANDARD	R-5,000	R-6,000	R-10,000
Front Yard Setback to Living Area of Residence	16 ft	16 ft	16 ft
Front Yard Setback to Side Entry Garage	16 ft	16 ft	16 ft
Front Yard Setback to Garage Oriented toward Street	20 ft	20 ft	20 ft
Front Yard Setback to Porches	12 ft	12 ft	12 ft
Side Yard Setback for Interior Lots (one-story dwellings) *	5 ft	5 ft	5 ft
Side Yard Setback for Interior Lots (2-Story dwellings) **	5 ft on 1 <sup>st</sup> floor	5 ft on 1 <sup>st</sup> floor	5 ft on 1 <sup>st</sup> floor
	5 ft min, 12 ft total on second floor	5 ft min, 15 ft total on second floor	5 ft min, 20 ft total on second floor
Side Yard Setback for Street Sides of Corner Lots	10 ft	10 ft	10 ft
Rear Yard Setback	20 ft	20 ft	20 ft
Rear Yard Setback to Patios and Decks	10 ft	10 ft	10 ft

\* Side-yard setbacks may be reduced to 3 feet for allowable encroachments including, but not limited to, caves, window canopies, and fireplaces.

\*\* Aggregate second-floor side-yards may be reduced to ten feet for dwellings without windows on side facades, and that incorporate enhanced articulation, varying roof forms, and staggering of units along the streetscape.

57. **Side Entry Garages.** Side entry garages shall be encouraged. No minimum shall be set, but side-entry garages shall be incorporated as feasible and as approved through the development plan review process.
58. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhanced landscaping at each entrance to the tract. Theme walls and monuments shall not occur within the public right-of-way. The design of entry statements shall be subject to the review and approval of the Department of Planning and Community Development and shall be consistent with the approved design guidelines for the Riverwoods Specific Plan Amendment dated April, 2004.
59. **Unit Identification.** Each unit in the tract shall include a lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Planning Division.
60. **Street Furnishings.** Prior to approval of any final map, the applicant shall provide street furnishing details to be approved by the Planning Department. These details shall include mailbox stand details, benches, bollards, bus stop enclosures, and lighting standards.
61. **Wall/Fence Plan.** Prior to issuance of building permits, the developer shall submit and obtain approval from the Community Development Department of a block wall/vinyl fence plan. At a minimum, this plan shall include the following items:
  - a. A six-foot high, decorative block wall around the perimeter of the project site and along entry drives into the tract;
  - b. All project walls along public rights-of-way and the wall along the side/rear of reverse corner lots shall be six-foot split-face masonry block or as approved by the Planning Director; and,
  - c. Six-foot high, vinyl fences on side and rear property lines interior to the project.
62. **Waste Management.** The developer shall adhere to the City of Perris waste management and recycling plans, programs, and ordinances. Prior to the approval of the Final Development Plan, a project specific Solid Waste Management Plan shall be prepared specifying the methods that the development will implement to accomplish household recycling of useable and hazardous waste, recycling or composting of landscape cuttings, and separation and recycling of construction wastes.

63. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal
64. **Property Liens.** The applicant shall pay all liens owed to the city prior to the issuance of building permits.
65. **Fees.** The developer shall pay the following fees according to the timeline noted herein:
  - a. Prior to the issuance of building permits, the applicant shall pay Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre, or demonstrate payment of such fees;
  - b. Prior to the issuance of building permits, the applicant shall pay Multiple Species Habitat Conservation Plan (MSHCP) fees of \$1,651.00 per dwelling unit;
  - c. Prior to the issuance of building permits, the applicant shall pay Development Impact Fees in effect at the time of development;
  - d. Prior to issuance of building permits, the applicant shall pay Transportation Uniform Mitigation Fees of \$6,650 per residential unit, except as credited for construction of TUMF facilities under an agreement approved by the City of Perris; and,
    - a. The applicant shall pay any outstanding development processing fees.
66. **Assessment Districts.** Prior to recordation of each Final Map, the developer shall annex the project into the Street Lighting and Landscape Maintenance District (post an adequate maintenance performance bond retained by the City), the Park Maintenance District, and a future Street Maintenance Community Facilities District.
67. **Disclosure Statements.** The Developer/Builder shall provide disclosure statements to prospective property owners, prior to purchase of residential property, regarding surrounding land uses and other appropriate information. Disclosures will be accomplished in a manner satisfactory to the City with the goal of insuring that the subsequent buyers are properly informed.
68. **Indemnification/Hold Harmless.** 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. 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.

12-14-04

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APPROVAL DATE



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PROJECT PLANNER



# CITY OF PERRIS

DEPARTMENT OF ENGINEERING  
170 WILKERSON AVE., SUITE A, PERRIS, CA 92570-2200  
TEL.: (909) 943-6501 FAX: (909) 943-8416

HABIB MOTLAGH, CITY ENGINEER

## CONDITIONS OF APPROVAL

P8-805

September 30, 2004

Tentative Map 32666 (Riverwoods Communities)

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

1. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements and standards. The following drainage related conditions are the requirements of this project:

Approximately 3 acres at the southeast corner of this project is within the limits of the San Jacinto River Area Drainage Plan. No subdivision or development other than drainage, transportation and open space / set aside area shall be permitted within 500' of the San Jacinto River.

Offsite storm flows generally approach the site from the west. A watercourse that drains nearly 400 acres impinges on the project's southwest corner. Both topographic mapping and a field check show that there are minimum of two watercourses that drain about 60 acres each that cross the extreme northern portion of the project into well defined swales.



All offsite flows shall be collected, and along with onsite runoff, be conveyed throughout the project within storm drain system to the San Jacinto River at the southeast corner of the project as required and approved by City Engineer and R.C.F.C. and as shown on figure 20 of specific plan. Additional comments related to drainage should be anticipated once individual tentative maps have been filed with City of Perris. Drainage easements shall be obtained from affected property owner(s), in case of diversion and/or increase in runoff.

**A. General**

- a. All pads created within the Specific Plan will be designed to have an elevation at least 1 foot above the 100-year floodplain.
  - b. Drainage and flood control facilities shall be provided in accordance with R.C.F.C. and City of Perris requirements.
  - c. Additional onsite drainage facilities will be required. All lands within the area of the Specific Plan which are 500' feet of the centerline of the right-of-way of the San Jacinto River shall be left in an undeveloped and unaltered condition until a San Jacinto River Mitigation Plan is approved. Any subsequent development of the area must be consistent with area-wide development plans and shall be limited to storm water conveyance tie-ins, bridge abutments, landscape/restoration modifications, and recreational tie-ins. Any subsequent restoration or construction with this area must have the approval of appropriate agencies, including U.S. Army Corps. of Engineers, U.S. Fish and Wildlife Service, R.C.F.C., and City of Perris. Any construction of San Jacinto River requires approval by all appropriate agencies.
  - d. The project westerly grading shall be in a manner to accept offsite drainage flow.
- B. Drainage facilities outletting sump conditions shall be designed to convey the tributary 100-year storm flows including 50% bulking factor or as per Flood Control Standards. Additional emergency escape shall also be provided.**

C. The property's street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of water to upstream and downstream properties shall be permitted. All open space lots to provide shall be improved with landscaping and other amenities for maintenance of the storm drain facilities:

D. All drainage facilities with exception of nuisance drainage improvements shall be designed to convey the 100-year storm runoff in addition to bulking factor to mitigate the impact of erosion and other debris. Minimum 18" storm drain and catch basins to eliminate nuisance runoff from cross gutters shall be installed and connected to proposed storm drain facilities, as shown. On tentative map and at all intersections adjacent to the proposed storm drain shown on the map and at the following locations as determined by City Engineer. Catch basin and pipes at the intersections of:

- Mapes Road and McPherson Road
- Street "LL" and Street "II"
- Street "II" and Street "JJ"
- Street "R" and Watson Road
- Street "Q" and Watson Road
- River Road and Watson Road
- Street "K" and McPherson Road
- Street "HH" and Street "W"
- Street "BB" and Street "DD"
- Street "BB" and Street "Z"
- Street "AA" and Street "Z"
- Street "X" and Street "Z"
- Ethanac Road and McPherson Road

E. A detailed hydrology report and hydraulic calculation shall be submitted to the City for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties.

F. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans.

- G. The proposed drainage facilities shall be sized to provide for bulking factor. The on and offsite basins (if any), channel, pipes shall be constructed in a manner acceptable to City and easy to maintain.
- H. Encroachment permit from RCFC and other appropriate environmental agencies shall be secured for any work within RCFC right-of-way and San Jacinto River Corridor.
2. Sufficient right-of-way along Ethanac Road shall be dedicated to provide for 92', ½-width dedicated right-of-way. Ethanac Road from east property boundary to west property boundary, along north side shall be improved to provide for curb, gutter located 67' north side of centerline, including a 14' landscaped median (7 feet on either side of centerline). Ethanac Road along the southerly side, shall be improved with a minimum of 15' wide paving.
- a. Ethanac Road from River Road, shall be extended with a 30' wide paving to Goetz Road, including installation of 5 year storm drain culverts at the San Jacinto River Crossing. Approval from RCFC, City of Perris and other appropriate agencies are required.

The extension of Watson Road easterly connecting to "A" Street may be constructed as the primary access to the project in lieu of the Ethanac Improvements if the following conditions are met to the satisfaction of the City Engineer.

- Applicant is either denied or unable to secure the necessary Jurisdictional Permits to allow the construction of the Ethanac improvements (east of project boundary) prior to the start of construction of the Watson Improvements. Applicant shall demonstrate a reasonable effort to obtain the required Ethanac permits.
- Applicant shall provide the City Engineer with a traffic analysis indicating the required offsite improvements to the Watson Road alternative including but not limited to Watson Road, "A" Street, Mapes Road, and Goetz Road. The improvements shall consist of but not be limited to removal/replacement of existing pavement, traffic signals, etc. and shall be implemented concurrent with Phase I.

- Applicant will work in good faith with the City of Perris to help facilitate the future construction of Ethanac Road (offsite) by others through the dedication of necessary Right-of-Way, payment of required fees, or other appropriate mechanisms.
3. River Road shall be improved along the project boundary within 33', ½-width dedicated right-of-way, paving, curb and gutter 22' west of centerline and minimum of 15' new paving improvement on the easterly side. River Road from the northerly boundary to Mapes shall be with a minimum of 30 feet of paving within dedicated right-of-way.
  4. McPherson Road (interior street), shall be fully improved with 78' wide right-of-way concrete curb and gutter located 28 feet from either side of the centerline.
  5. Mapes Road within the project boundary, shall be improved with curb and gutter located 32' south of centerline within the 44', ½-width dedicated right-of-way and 15' of new pavement along north side. Mapes Road from this point easterly to "A" Street shall be improved with a minimum of 30 feet new paving.
  6. Water and sewer facilities shall be installed in accordance with the requirements and specifications of City of Perris and Eastern Municipal Water District at no cost to the City of Perris. Street "SS" shall be redesigned to drain to "RR" Street.
  7. All other interior streets shall be improved with 20' of paving on either side of centerline within 60' dedicated right-of-way.
  8. Streetlights shall be installed along all interior and exterior streets as approved by City Engineer per Riverside County and Southern California Edison standards.
  9. Minimum of 6' wide concrete sidewalk shall be installed throughout this project.
  10. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the landscaping, flood control, lighting and street maintenance. The developer shall maintain the landscaping for a period of one year after acceptance of these improvements and pay the 18-months advanced energy charges for streetlights. All storm drain facilities including basins, channels and pipes shall be annexed to Flood Control District. All interior streets including McPherson shall be annexed to street maintenance district.

11. Existing power poles fronting this site shall be undergrounded.
12. On and offsite street, drainage, water, sewer, striping, signing, street lighting, signal and grading plans along with hydrology and hydraulic reports shall be submitted to City Engineer's office for review and approval.
13. Access shall be restricted along River Road, Ethanac, Mapes and McPherson as determined during review of the individual tentative maps and as shown on specific plan.
14. Grading
  - a. No grading shall be permitted prior to issuance of grading permits for the area of development in question. Mass grading permits may be issued providing approval of conceptual street, grading, and hydrology and drainage plans by City Engineer. Construction of retaining wall(s) is required to minimize grading and maximize usable lot area. Special care shall be taken to preserve significant rock cropping.
  - b. Each tentative map for each phase of development in question shall include a detailed grading plan. The grading plan shall include at a minimum:
    - i. Preliminary quantity estimates for grading.
    - ii. Techniques which will be used to prevent erosion and sedimentation during and after the grading process.
    - iii. Preliminary pad and roadway elevations.
  - c. All grading within the Specific Plan, shall be performed in accordance with Perris Ordinances, the U.B.C., Water Quality Standards, and the following erosion control techniques.
    - i. Major grading activities should be scheduled during the dry season wherever possible as determined by City Engineer.
    - ii. Re-vegetation of graded areas should occur within 30 days of final grading activities.

- iii. Temporary drainage and sediment control devices shall be installed pursuant to the direction of City Engineer.
  - d. Development application must be in conformance with the recommendations of soils' report, prepared for the project and approved by City Engineer.
  - e. An import route must be reviewed by City Engineer prior to approval of grading plan. Route plans must include limitation to the duration of construction.
  - f. A soils' report must be submitted to address engineering, geologic, and soils engineering concerns for each tract application. The report must be reviewed and approved by City Engineer prior to the issuance of a grading permit for each tract.
  - g. Grading operations must be limited to 7:00 a.m. to 7:00 p.m. and shall be prohibited on Sundays and legal holidays as determined by City Engineer.
  - h. If the geotechnical report determines that dewatering of the site is necessary during construction, appropriate NPDES permit or WDR permit shall be obtained from the State of California – Regional Water Quality Control Board prior to approval of grading plans.
  - i. All public streets affected by any phase of construction must be maintained on a daily basis during construction. Maintenance may include, but not be limited to, dust control, street sweeping, interim paving and patching, and similar street maintenance procedures. A cash deposit of an amount to be determined by City Engineer to guarantee maintenance of all public right-of-ways must be posted, prior to issuance of grading permit and shall remain on deposit for a period of 90 days following completion of construction.
15. A traffic report to indicate the warrant for signal at intersection of McPherson and Ethanac Road shall be submitted during future occupancy permits starting prior permitting the 150<sup>th</sup> units and beyond as determined by City. If the signal is warranted and any phase, it shall be constructed with no credited reimbursement.

*Habib Motlagh*  
Habib Motlagh  
City Engineer

**EXHIBIT C  
TRAFFIC ANALYSIS**



January 28, 2022

Mr. Derek Barbour  
Richland Communities  
3161 Michelson Drive, Suite 425  
Irvine, CA 92612

**SUBJECT: RIVERWOODS SPECIFIC PLAN FOCUSED TRAFFIC ASSESSMENT**

Dear Mr. Derek Barbour:

This letter has been prepared to summarize the peak hour operations for the Riverwoods Specific Plan development (**Project**), which is located south of Mapes Road and on either side of McPherson road in the City of Perris (see Exhibit 1).

## **SUMMARY**

It is our understanding that the Project is to consist of 663 single family detached residential dwelling units, a 600-student elementary school site, and 12.0 acres of park use. The Project also includes a 2,500 square foot community center that will be available to residents only (as such, no outside traffic will be generated for this specific use). The Project is anticipated to have a Project Buildout Year of 2030, but will be developed and phased as follows:

- Phase 1 (2026): Traffic Analysis Zone (TAZ) 1 with 223 single family detached residential dwelling units and TAZ 3 with 302 single family detached residential dwelling units
  - The phasing is per the previously approved Riverwoods Specific Plan Traffic Impact Analysis (dated November 11, 2003, referred to as **2003 Traffic Study**) and Conditions of Approval (COA) from December 2004, allowing up to 525 units and utilizing Mapes Road as the primary access in lieu of Ethanac Road per General Condition #43 and Engineering Condition #2.
- Phase 2 (2027): Phase 1 plus TAZ 4 with 70 single family detached residential dwelling units and TAZ 5 with 68 single family detached residential dwelling units
- Project Buildout (2030): Phase 1 plus Phase 2 plus 600 student elementary school and 12.0-acres of park use

A preliminary site plan is shown on Exhibit 1. Peak hour intersection operations analysis has been conducted at the study area intersections listed in Table 1 and shown on Exhibit 2 for all applicable phases. The purpose of this focused assessment is to evaluate study area intersections in close proximity to the proposed Project that could potentially be affected by the interim access to Goetz Road via Mapes Road before the future extension of Ethanac Road to the west is in place.



**TABLE 1: STUDY AREA INTERSECTIONS**

#	Intersections
1	River Rd. & Mapes Rd.
2	River Rd. & Watson Rd.
3	A St. & 7th St.
4	A St. & 11th St.
5	A St. & Alpine Dr.
6	A St. & Mapes Rd.
7	A St. & Watson Rd.
8	Goetz Rd. & Mapes Rd.

**EXHIBIT 1: PRELIMINARY SITE PLAN**

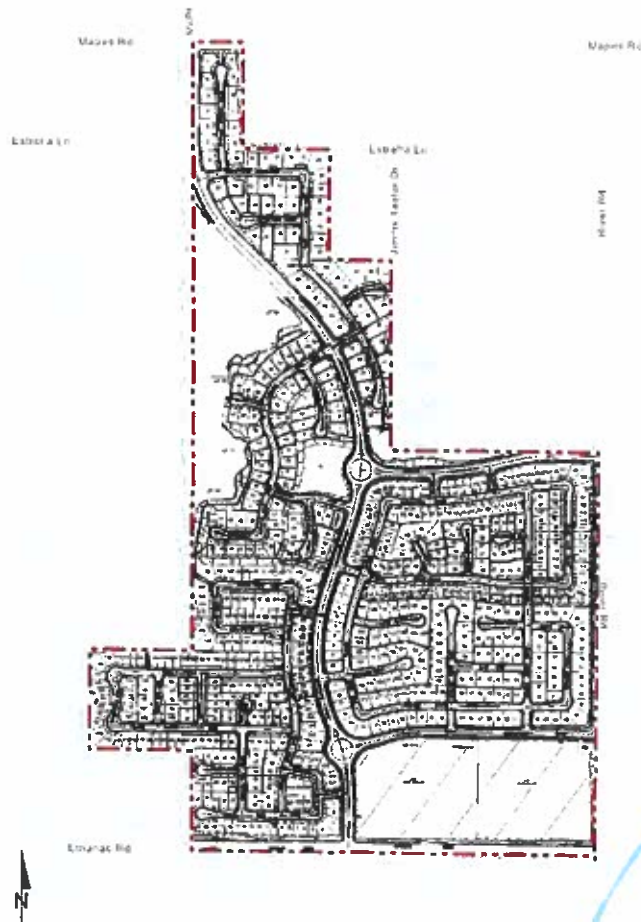
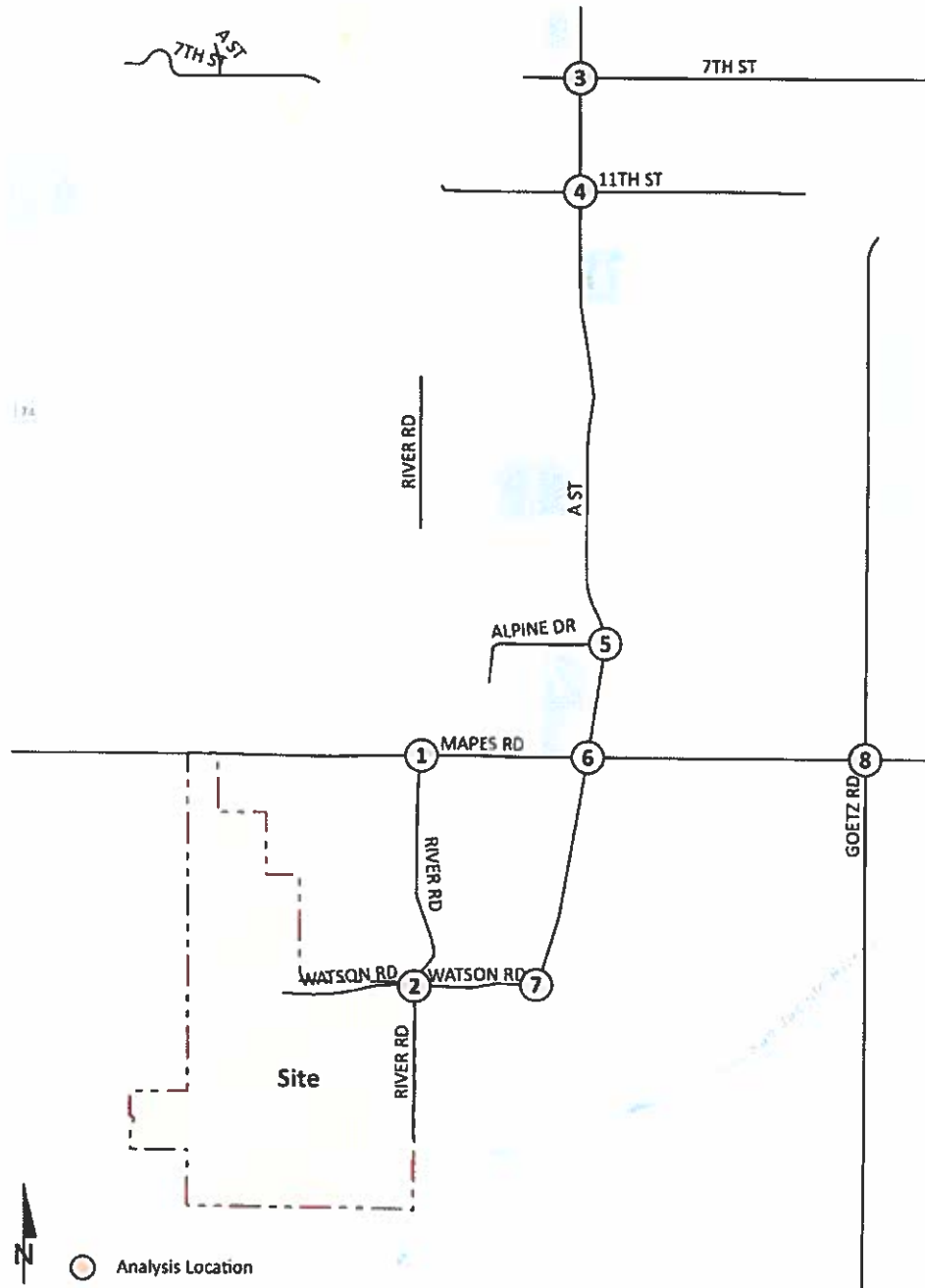


EXHIBIT 2: STUDY AREA



The analysis results will be compared to the 2003 Traffic Study and the Addendum to the Riverwoods Specific Plan Traffic Impact Analysis (dated March 12, 2007, referred to as **2007 Addendum Traffic Study**) in order to identify any additional improvements needed to support the interim access to Goetz Road via Mapes Road (with no extension of Ethanac Road). The following improvements are needed in order to maintain acceptable LOS at the study area intersections:

**Improvements to Implement by start of Phase 1 Occupancy:**

- A St. & Mapes Rd. (#6): Install a traffic signal. This improvement is consistent with the near-term improvements identified in the 2007 Addendum Traffic Study for the same intersection.

**Improvements to Implement by start of Phase 2 Occupancy:**

- Goetz Rd. & Mapes Rd. (#8): Construct a 2<sup>nd</sup> northbound left turn lane on Goetz Road. This improvement will require additional pavement to construct receiving lanes on the westbound departure along Mapes Road in order to accommodate the 2<sup>nd</sup> northbound left turn lane. 2<sup>nd</sup> receiving lane should be accommodated and transition to the existing single lane pavement west of Goetz Road. This is a new improvement and is required to support the Project traffic without the extension of Ethanac Road in place.

**Improvements to Implement by Project Buildout:**

- River Rd. & Mapes Rd. (#1): Install a traffic signal and construct a westbound left turn lane to facilitate site access.
- A St. & Mapes Rd. (#6): Restripe the southbound approach to accommodate a left turn lane and shared through-right turn lane. This improvement is consistent with the near-term improvements identified in the 2007 Addendum Traffic Study for the same intersection.

All other conditions of approval (COA) apply with the exception of those related to the construction of improvements along Ethanac Road and the westerly extension between Goetz Road and McPherson Road. If the bridge for Ethanac Road is built by the completion of Phase 1, then only the following improvements would be applicable for Project Buildout conditions:

- A St. & Mapes Rd. (#6): Restripe the southbound approach to accommodate a left turn lane and shared through-right turn lane. This improvement is consistent with the near-term improvements identified in the 2007 Addendum Traffic Study for the same intersection.

No improvements are applicable to Phase 2 with the Ethanac Road bridge in place, meaning the 2<sup>nd</sup> northbound left turn lane at Goetz Road and Mapes Road would not be needed (per the 2003 Traffic Study).

## PROJECT TRAFFIC

### TRIP GENERATION

In order to develop the traffic characteristics of the proposed Project, trip-generation statistics published in the Institute of Transportation Engineers (ITE) Trip Generation Manual (11<sup>th</sup> Edition, 2021) have been used. The trip generation rates used for the Project are shown on Table 2. Table 2 also shows the resulting Project trip generation summary, which shows the Project is anticipated to generate a total of 7,626 two-way trips per day with 908 AM peak hour trips and 721 PM peak hour trips. Trip generation in Table 2 is also shown by Phase.

**TABLE 2: PROJECT TRIP GENERATION SUMMARY**

Land Use <sup>1</sup>	Units <sup>2</sup>	ITE LU Code	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Single Family Detached Residential	DU	210	0.18	0.52	0.70	0.59	0.35	0.94	9.43
Park	Acres	411	0.01	0.01	0.02	0.06	0.05	0.11	0.78
Elementary School	STU	520	0.40	0.34	0.74	0.07	0.09	0.16	2.27

<sup>1</sup> Trip Generation Source: Institute of Transportation Engineers (ITE), Trip Generation Manual, Eleventh Edition (2021).

<sup>2</sup> DU = Dwelling Units; STU = Students

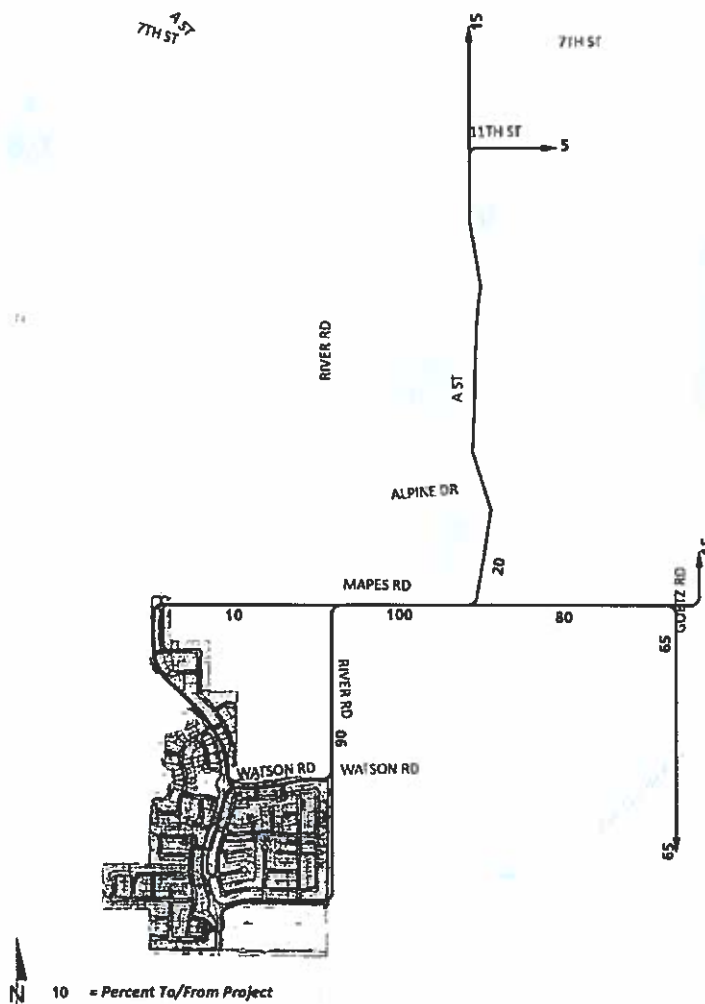
Land Use	Quantity Units <sup>1</sup>	AM Peak Hour			PM Peak Hour			Daily
		In	Out	Total	In	Out	Total	
TAZ 1: Single Family Detached Residential	223 DU	41	116	157	132	78	210	2,104
TAZ 3: Single Family Detached Residential	302 DU	55	156	211	179	105	284	2,848
<b>Phase 1 Total</b>		<b>96</b>	<b>272</b>	<b>368</b>	<b>311</b>	<b>183</b>	<b>494</b>	<b>4,952</b>
TAZ 4: Single Family Detached Residential	70 DU	13	36	49	41	24	65	660
TAZ 5: Single Family Detached Residential	68 DU	12	35	47	40	24	64	642
<b>Phase 2 Total</b>		<b>25</b>	<b>71</b>	<b>96</b>	<b>81</b>	<b>48</b>	<b>129</b>	<b>1,302</b>
<b>Phase 1 + Phase 2 Total</b>		<b>121</b>	<b>343</b>	<b>464</b>	<b>392</b>	<b>231</b>	<b>623</b>	<b>6,254</b>
TAZ 2: Elementary School	600 STU	240	204	444	44	52	96	1,362
TAZ 2: Park	12.0 Acres	0	0	0	1	1	2	10
<b>Phase 3 Total</b>		<b>240</b>	<b>204</b>	<b>444</b>	<b>45</b>	<b>53</b>	<b>98</b>	<b>1,372</b>
<b>Project Buildout Total</b>		<b>361</b>	<b>547</b>	<b>908</b>	<b>437</b>	<b>284</b>	<b>721</b>	<b>7,626</b>

<sup>1</sup> DU = Dwelling Units; STU = Students

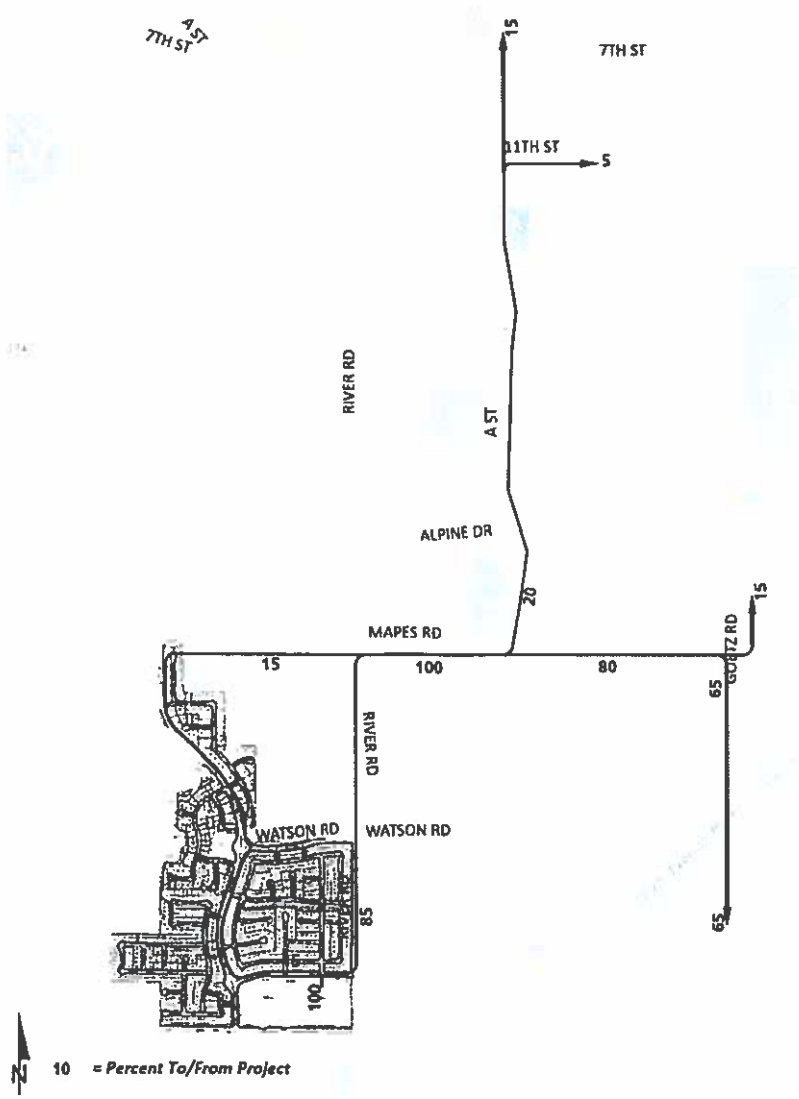
**TRIP DISTRIBUTION**

The project trip distribution patterns for the Project are consistent with the Riverwoods Specific Plan Traffic Impact Analysis (November 11, 2003) and the Addendum to the Riverwoods Specific Plan Traffic Impact Analysis (March 12, 2007). The Project trip distributions are illustrated on Exhibits 3 through 7 for each traffic analysis zone (TAZ). All distributions utilize Mapes Road only to Goetz Road with no Project traffic anticipated to head south to Ethanac Road.

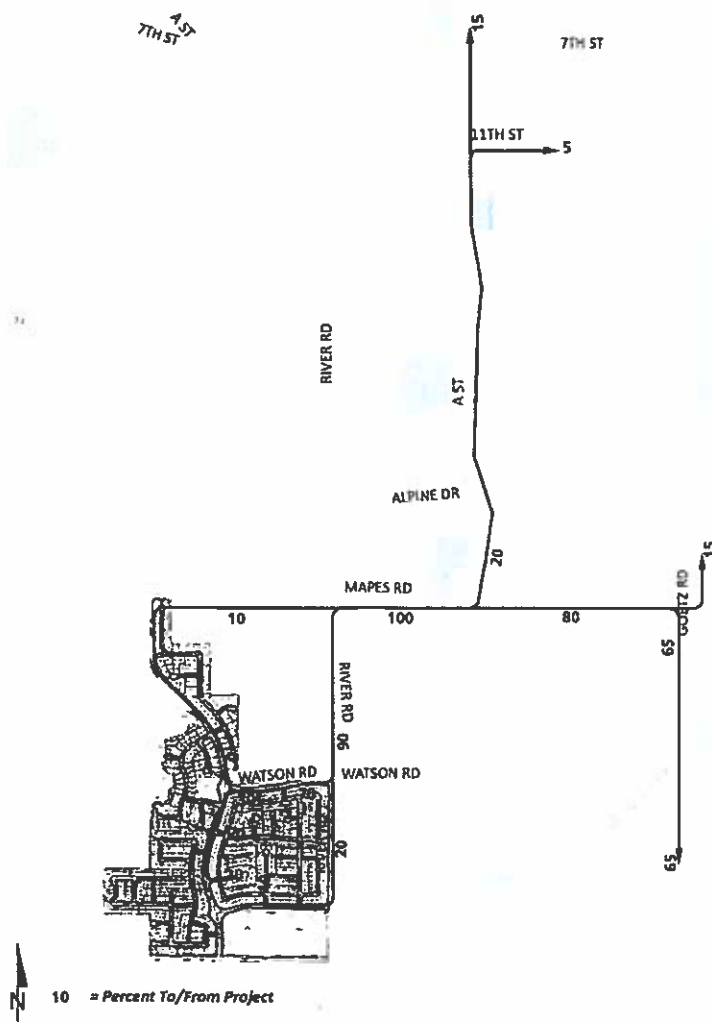
**EXHIBIT 3: PROJECT TRIP DISTRIBUTION (TAZ 1)**



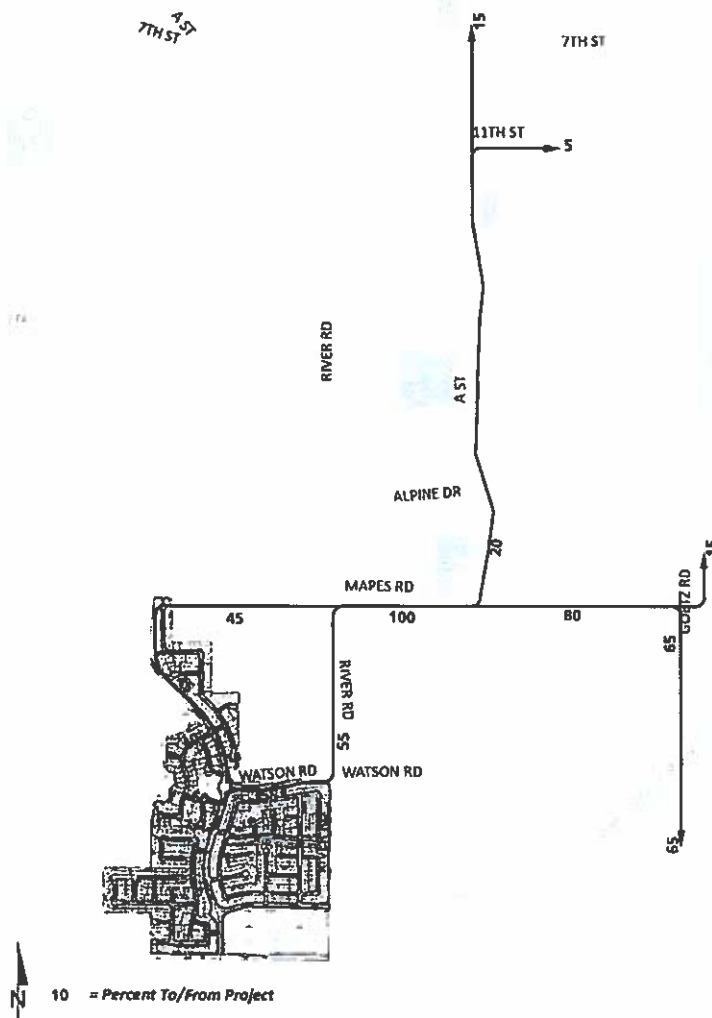
**EXHIBIT 4: PROJECT TRIP DISTRIBUTION (TAZ 2)**



**EXHIBIT 5: PROJECT TRIP DISTRIBUTION (TAZ 3)**

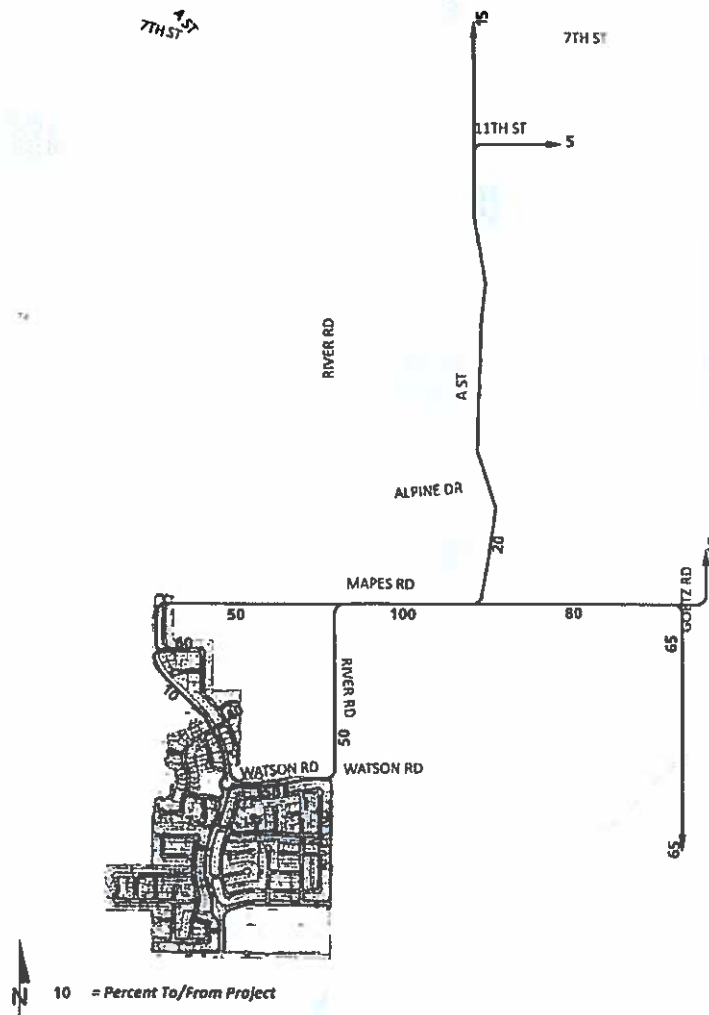


**EXHIBIT 6: PROJECT TRIP DISTRIBUTION (TAZ 4)**





**EXHIBIT 7: PROJECT TRIP DISTRIBUTION (TAZ 5)**



**TRIP ASSIGNMENT**

The assignment of traffic from the Project area to the adjoining roadway system is based upon the Project trip generation, trip distribution, and the arterial highway and local street system improvements that would be in place by the time of initial occupancy of the Project. Based on the identified Project traffic generation and trip distribution patterns, Project Buildout (2030) ADT and peak hour intersection turning movement volumes are shown on Exhibit 8.

**EXHIBIT 8: PROJECT BUILDOUT ONLY TRAFFIC VOLUMES**

1	River Rd. & Mapes Rd.	2	River Rd. & Watson Rd.	3	A St. & 7th St.	4	A St. & 11th St.	5	A St. & Alpine Dr.
	7,650 ← 57(76) ← 304(361) 92(49) → 456(235) ↗ 1,300	6,800 64(207) ↓ 240(153) 181(122) → 274(113) ↑ 3,300	2,150 ← 54(66) 82(43) → 1,150	2,150 ← 54(66) ↑ 18(22) 82(43) → 271(141) ↘ 1,550	400 ← 72(87) 109(57) → 438(227) → 7,650	6,100 72(87) ↓ 289(350) 109(57) → 438(227) → 1,550	2,150 ← 54(66) 82(43) → 356(185) ↘ 235(284) ↗ 4,950	1,550 ← 72(87) 109(57) → 438(227) → 1,550	

##(##) AM(PM) Peak Hour Intersection Volumes  
 ## Average Daily Trips

**CUMULATIVE PROJECT TRAFFIC**

A cumulative project list was developed for the purposes of this analysis through consultation with planning and engineering staff from the City of Perris. The cumulative projects listed are those that would generate traffic and would contribute traffic to study area intersections. Attachment A includes the cumulative development location map and a summary of cumulative development projects and their proposed land uses. If applicable, the traffic generated by individual cumulative projects was manually added to the EAC and EAPC (2030) conditions to ensure that traffic generated by the listed cumulative development projects are reflected as part of the background traffic. In an effort to conduct a conservative analysis, the cumulative projects are added in conjunction with the ambient growth. Consistent with other City of Perris traffic studies performed by Urban Crossroads, an ambient growth

rate of 3 percent per year, compounded annually, will be used for this analysis (3% per year over 9 years or 30.5%). Cumulative (2030) ADT and peak hour intersection turning movement volumes are shown on Exhibit 9. 50 percent of the cumulative development traffic has been assumed for Phase 1 (2026) and 75 percent of the cumulative development traffic for Phase 2 (2027).

**EXHIBIT 9: CUMULATIVE DEVELOPMENT PROJECT TRAFFIC VOLUMES (2030 CONDITIONS ONLY)**

1	River Rd. & Mapes Rd.	2	River Rd. & Watson Rd.	3	A St. & 7th St.	4	A St. & 11th St.	5	A St. & Alpine Dr.
	Future Intersection		Future Intersection	6,450 ← 217(175) 113(246) → 6,450	6,450 ← 217(175) 113(246) → 6,450				
6	A St. & Mapes Rd.	7	A St. & Watson Rd.	8	Goetz Rd. & Mapes Rd.				
		Future Intersection		2,150 ← 16(7) ← 19(62) 5(15) → 5(15) → 26(7) → 55(34) → 300					1,550

##(##) AM(PM) Peak Hour Intersection Volumes  
 ## Average Daily Trips

**INTERSECTION OPERATIONS ANALYSIS**

Peak hour intersection operations have been evaluated at 8 study area intersections for the following analysis scenarios:

- Existing (2021) Conditions
- Existing plus Project (E+P) Conditions – Phase 1, Phase 1 + Phase 2 & Project Bulldout
- Existing plus Ambient Growth plus Project (EAC) (2026, 2027 & 2030) Conditions
- Existing plus Ambient Growth plus Project plus Cumulative (EAPC) (2026, 2027 & 2030) Conditions

The City of Perris requires signalized intersection operations analysis based on the methodology described in the Highway Capacity Manual (HCM) (6<sup>th</sup> Edition). Intersection level of service (LOS) operations are based on an intersection’s average control delay. Unsignalized intersections will be

evaluated using the methodology described in the HCM (6<sup>th</sup> Edition). At two-way or side-street stop-controlled intersections, LOS is calculated for each controlled movement and for the left turn movement from the major street, as well as for the intersection as a whole. For approaches composed of a single lane, the delay is computed as the average of all movements in that lane. The worst individual movement is reported for two-way stop-controlled intersections. For all-way stop controlled intersections, LOS is computed for the intersection as a whole.

Required LOS for roadway segments and intersections within the City of Perris is LOS D. An exception to the local road standard is LOS E, at intersections of any Arterials and Expressways with SR-74, the Ramona-Cajalco Expressway or at I-215 Freeway ramps. For the purposes of this traffic impact analysis, LOS D has also been considered the acceptable threshold for all intersections within the study area.

### **EXISTING (2021) CONDITIONS**

For the purposes of this focused traffic assessment, the intersection LOS analysis is based on the traffic volumes observed during the peak hour conditions using historic traffic count data collected in November 2021 when local schools were in session and operating on normal bell schedules (with in-person instruction). The following peak hours were selected for analysis:

- Weekday AM Peak Hour (peak hour between 7:00 AM and 9:00 AM)
- Weekday PM Peak Hour (peak hour between 4:00 PM and 6:00 PM)

Existing ADT and peak hour intersection volumes are also shown on Exhibit 10 (actual count data can be found in Attachment B). Table 3 shows the peak hour intersection operations analysis for Existing (2021) traffic conditions. As shown on Table 3, all of the off-site study area intersection evaluated as part of this focused traffic assessment are currently operating at acceptable LOS, with the exception of the following intersection:

- A St. & Mapes Rd. (#6) – LOS E AM peak hour only

Peak hour operations analysis results for Existing traffic conditions are included in Attachment C.

**EXHIBIT 10: EXISTING (2021) TRAFFIC VOLUMES**

1	2	3	4	5
River Rd. & Mapes Rd.	River Rd. & Watson Rd.	A St. & 7th St.	A St. & 11th St.	A St. & Alpine Dr.
		800	8,800	4,250
		↓ 10(6) ↓ 58(31) ↓ 28(13) ↑ 6(8) ↑ 242(165) ↑ 28(26)	↓ 11(10) ↓ 164(122) ↓ 125(86) ↑ 138(114) ↑ 28(26) ↑ 41(69)	↓ 158(4) ↓ 212(71)
Future Intersection	Future Intersection	4(3) 325(224) 51(25)	33(12) 80(65) 35(8)	2(1) 2(3)
		↑ 77(42) ↑ 31(18) ↑ 86(62)	↑ 7(6) ↑ 123(112) ↑ 26(13)	↑ 125(6) ↑ 334(93) ↑ 2(0)
		3,400	2,400	4,100
6	7	8		
A St. & Mapes Rd.	A St. & Watson Rd.	Goetz Rd. & Mapes Rd.		
2,650	7,250	7,350	700	
↓ 84(20) ↓ 0(1) ↓ 388(77) ↑ 255(65) ↑ 168(228)	Future Intersection	↓ 172(64) ↓ 135(320) ↓ 5(7) ↑ 2(1) ↑ 2(0)	↓ 154(50) ↓ 5(0) ↓ 278(244) ↓ 243(188) ↓ 13(7)	
↑ 136(10) ↑ 163(252)		↑ 0(2) ↑ 0(1)	↑ 0(7)	
5,350		7,600	22,500	

##(##) AM(PM) Peak Hour Intersection Volumes  
 ## Average Daily Trips

**TABLE 3: INTERSECTION ANALYSIS FOR EXISTING (2021) CONDITIONS**

#	Intersection	Traffic Control <sup>1</sup>	Delay <sup>2</sup> (secs.)		Level of Service	
			AM	PM	AM	PM
1	River Rd. & Mapes Rd.	CSS	Future Intersection			
2	River Rd. & Watson Rd.	CSS	Future Intersection			
3	A St. & 7th St.	AWS	14.6	10.4	B	B
4	A St. & 11th St.	AWS	14.5	10.1	B	B
5	A St. & Alpine Dr.	AWS	14.8	7.9	B	A
6	A St. & Mapes Rd.	AWS	43.2	12.3	E	B
7	A St. & Watson Rd.	CSS	Future Intersection			
8	Goetz Rd. & Mapes Rd.	TS	16.5	17.1	B	B

<sup>1</sup> CSS = Cross-street Stop; AWS = All-way Stop; TS = Traffic Signal; ; CSS = Improvement  
<sup>2</sup> Per the Highway Capacity Manual (6th Edition), overall average intersection delay and level of service are shown for intersections with a traffic signal or all way stop control. For intersections with cross street stop control, the delay and level of service for the worst individual movement (for movements sharing a single lane) are shown.

**E+P CONDITIONS**

This scenario includes Existing (2021) traffic volumes plus the addition of Project traffic (there is no ambient growth or cumulative projects added for this analysis scenario). E+P traffic conditions have been evaluated for Phase 1, Phase 2, and Project Buildout traffic conditions. Table 4 shows the peak hour intersection operations analysis for E+P (Phase 1) traffic conditions. As shown on Table 4, all of the off-site study area intersections are anticipated to continue to operate at acceptable LOS with the addition of Project traffic, with the exception of the following intersection:

- A St. & Mapes Rd. (#6) – LOS E AM peak hour; LOS F PM peak hour

Peak hour volume and operations analysis results for E+P (Phase 1) traffic conditions are included in Attachment D. The following additional intersection is anticipated to operate at an unacceptable LOS with the addition of Phase 2 and Project Buildout traffic (see Table 4):

- Goetz Rd. & Mapes Rd. (#8) – LOS F PM peak hour only (Phase 2) or AM and PM peak hours (Project Buildout)

Peak hour volume and operations analysis results for E+P (Phase 2) and E+P (Project Buildout) traffic conditions are included in Attachment E and Attachment F, respectively.

**TABLE 4: INTERSECTION ANALYSIS FOR E+P CONDITIONS**

#	Intersection	Traffic Control <sup>1</sup>	Existing				E+P (Phase 1)				E+P (Phase 2)				E+P (Project Buildout)			
			Delay <sup>2</sup> (secs.)		Level of Service		Delay <sup>2</sup> (secs.)		Level of Service		Delay <sup>2</sup> (secs.)		Level of Service		Delay <sup>2</sup> (secs.)		Level of Service	
			AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
1	River Rd. & Mapes Rd.	CSS	Future Intersection				13.5	11.5	B	B	15.2	12.1	C	B	28.6	13.0	D	B
2	River Rd. & Watson Rd.	CSS	Future Intersection				10.7	11.5	B	B	11.2	12.1	B	B	21.1	13.4	C	B
3	A St. & 7th St.	AWS	14.6	10.4	B	B	16.4	11.3	C	B	16.8	11.5	C	B	19.2	11.7	C	B
4	A St. & 11th St.	AWS	14.5	10.1	B	B	16.8	11.4	C	B	17.6	11.7	C	B	25.0	12.0	C	B
5	A St. & Alpine Dr.	AWS	14.8	7.9	B	A	19.7	8.3	C	A	21.9	8.5	C	A	31.8	8.6	D	A
6	A St. & Mapes Rd.	AWS	43.2	12.3	E	B	101.6	48.3	F	E	128.3	79.9	F	F	294.3	104.5	F	F
7	A St. & Watson Rd.	CSS	Future Intersection				0.0	8.5	A	A	0.0	8.5	A	A	0.0	8.5	A	A
8	Goetz Rd. & Mapes Rd.	TS	16.5	17.1	B	B	23.3	53.5	C	D	29.7	92.3	C	F	107.6	116.0	F	F

<sup>1</sup> CSS = Cross-street Stop; TS = Traffic Signal; CSS = Improvement

<sup>2</sup> Per the Highway Capacity Manual (6th Edition), overall average intersection delay and level of service are shown for intersections with a traffic signal or all way stop control. For intersections with cross street stop control, the delay and level of service for the worst individual movement (or movements sharing a single lane) are shown.

The effectiveness of the recommended improvement strategies to address E+P traffic deficiencies are presented on Table 5. Worksheets for E+P conditions, with improvements, HCM calculation worksheets are provided in Attachments G, H, and I for Phase 1, Phase 2, and Project Buildout, respectively. As shown on Table 5, the following improvements are needed in order to maintain acceptable LOS at the study area intersections:

- A St. & Mapes Rd. (#6): Install a traffic signal (implement in Phase 1) and restripe the southbound approach to accommodate a left turn lane and shared through-right turn lane (implement by Project Buildout). This improvement is consistent with the near-term improvements identified in the 2007 Addendum Traffic Study for the same intersection.
- Goetz Rd. & Mapes Rd. (#8): Construct a 2<sup>nd</sup> northbound left turn lane on Goetz Road (implement in Phase 2). This improvement will require additional pavement to construct receiving lanes on the westbound departure along Mapes Road in order to accommodate the 2<sup>nd</sup> northbound left turn lane. 2<sup>nd</sup> receiving lane should be accommodated and transition to the existing single lane pavement west of Goetz Road. This is a new improvement and is required to support the Project traffic without the extension of Ethanac Road in place.

**TABLE 5: INTERSECTION ANALYSIS FOR E+P CONDITIONS WITH IMPROVEMENTS**

#	Intersection	Traffic Control <sup>1</sup>	Intersection Approach Lanes <sup>2</sup>												Delay <sup>3</sup> (secs.)		Level of Service			
			Northbound				Southbound				Eastbound				Westbound		AM	PM	AM	PM
			L	T	R	L	L	T	R	L	L	T	R	L	T	R				
6	A St. & Mapes Rd.																			
	- Existing Conditions	AWS	0	1	0	0	1	1	1	1	0	0	1	0	43.2	12.3	E	B		
	- E+P (Phase 1) With Improvement	<b>TS</b>	0	1	0	0	1	1	1	1	0	0	1	0	40.1	19.7	D	B		
	- E+P (Phase 2) With Improvements	<b>TS</b>	0	1	0	0	1	1	1	1	0	0	1	0	45.5	23.3	D	C		
	- E+P (Buildout) With Improvements	<b>TS</b>	0	1	0	<u>1</u>	1	<u>0</u>	1	1	0	0	1	0	42.9	14.3	D	B		
8	Goetz Rd. & Mapes Rd.																			
	- Existing Conditions	TS	1	2	0	1	1	1	1	1	0	0	1	0	16.5	17.1	B	B		
	- E+P (Phase 1) With Improvement		Not Applicable																	
	- E+P (Phase 2) With Improvements	TS	<u>2</u>	2	0	1	1	1	1	1	0	0	1	0	17.1	21.1	B	C		
	- E+P (Buildout) With Improvements	TS	<u>2</u>	2	0	1	1	1	1	1	0	0	1	0	27.5	23.8	C	C		

<sup>1</sup> BOLD = Level of Service (LOS) does not meet the applicable jurisdictional requirements (i.e., unacceptable LOS).  
<sup>2</sup> AWS = All-Way Stop; TS = Traffic Signal; **TS** = Improvement  
<sup>3</sup> When a right turn is designated, the lane can either be striped or unstriped. To function as a right turn lane there must be sufficient width for right turning vehicles to travel outside the through lanes.  
 L = Left; T = Through; R = Right; d = Defacto Right Turn Lane; 1 = Improvement  
<sup>4</sup> Per the Highway Capacity Manual (6th Edition), overall average Intersection delay and level of service are shown for intersections with a traffic signal or all way stop control. For intersections with cross street stop control, the delay and level of service for the worst individual movement (or movements sharing a single lane) are shown.

**EAC AND EAPC (2026) CONDITIONS**

The EAC (2026) analysis scenario includes Existing (2021) traffic volumes plus an ambient growth factor of 15.9% (3% per year compounded annually over 5 years) and the addition of 50 percent of the traffic associated with other proposed cumulative development projects in the immediate vicinity of the study area. The EAPC (2026) analysis scenario includes the addition of Phase 1 Project traffic to the EAC (2026) traffic forecasts. Table 6 shows the peak hour intersection operations analysis for EAC and EAPC (2026)

traffic conditions. As shown on Table 6, the following study area intersections are anticipated to operate at unacceptable LOS during one or both peak hours under EAC (2030) traffic conditions:

- A St. & 7<sup>th</sup> St. (#3) – LOS E AM peak hour only
- A St. & 11<sup>th</sup> St. (#4) – LOS F AM peak hour only
- A St. & Mapes Rd. (#6) – LOS F AM peak hour only

With the addition of Phase 1 Project traffic, the following additional intersections are anticipated to operate at an unacceptable LOS during one or both peak hours under EAPC (2030) traffic conditions:

- River Rd. & Mapes Rd. (#1) – LOS F AM peak hour only
- A St. & Mapes Rd. (#6) – LOS F AM and PM peak hours
- Goetz Rd. & Mapes Rd. (#8) – LOS F PM peak hour only

Peak hour volumes and operations analysis results for EAC and EAPC (2026) traffic conditions are included in Attachment J and Attachment K, respectively.

**TABLE 6: INTERSECTION ANALYSIS FOR EAC & EAPC (2026) CONDITIONS**

#	Intersection	Traffic Control <sup>1</sup>	EAC (2026)				EAPC (2026)			
			Delay <sup>2</sup> (secs.)		Level of Service		Delay <sup>2</sup> (secs.)		Level of Service	
			AM	PM	AM	PM	AM	PM	AM	PM
1	River Rd. & Mapes Rd.	CSS	Future Intersection				14.5	12.0	B	B
2	River Rd. & Watson Rd.	CSS	Future Intersection				10.7	11.5	B	B
3	A St. & 7th St.	AWS	43.1	16.8	E	C	52.7	20.7	F	C
4	A St. & 11th St.	AWS	55.4	16.0	F	C	76.5	20.7	F	C
5	A St. & Alpine Dr.	AWS	20.4	8.1	C	A	31.3	8.5	D	A
6	A St. & Mapes Rd.	AWS	83.0	14.3	F	B	150.1	72.5	F	F
7	A St. & Watson Rd.	CSS	Future Intersection				0.0	8.5	A	A
8	Goetz Rd. & Mapes Rd.	TS	18.8	22.5	B	C	35.7	103.7	D	F

<sup>1</sup> CSS = Cross-street Stop; TS = Traffic Signal; CSS = Improvement

<sup>2</sup> Per the Highway Capacity Manual (6th Edition), overall average intersection delay and level of service are shown for intersections with a traffic signal or all way stop control. For intersections with cross street stop control, the delay and level of service for the worst individual movement (or movements sharing a single lane) are shown.

Table 7 indicates the improvements needed to address LOS deficiencies at each of the study area intersections under EAPC (2026) traffic conditions. The improvements have been identified to improve the EAPC (2026) deficiencies back to acceptable levels. Intersection analysis worksheets for EAPC (2026) traffic conditions, with improvements, are provided in Attachment L.



**TABLE 7: INTERSECTION ANALYSIS FOR EAPC (2026) CONDITIONS WITH IMPROVEMENTS**

#	Intersection	Traffic Control <sup>1</sup>	Intersection Approach Lanes <sup>2</sup>												Delay <sup>3</sup> (secs.)		Level of Service	
			Northbound			Southbound			Eastbound			Westbound			AM	PM	AM	PM
			L	T	R	L	T	R	L	T	R	L	T	R				
3	A St. & 7th St.																	
	-Without Improvements	AWS	0	1	0	0	1	0	0	1	0	0	1	0	52.7	20.7	F	C
	- With Improvements	<b>TS</b>	0	1	0	0	1	0	0	1	0	0	1	0	9.1	8.0	A	A
4	A St. & 11th St.																	
	-Without Improvements	AWS	0	1	0	0	1	0	0	1	0	0	1	0	76.5	20.7	F	C
	- With Improvements	<b>TS</b>	0	1	0	0	1	0	0	1	0	0	1	0	10.2	8.3	B	A
6	A St. & Mapes Rd.																	
	-Without Improvements	AWS	0	1	0	0	1	1	1	1	0	0	1	0	150.1	72.5	F	F
	- With Improvements	<b>TS</b>	0	1	0	<u>1</u>	1	<u>0</u>	1	1	0	0	1	0	43.1	8.3	D	A
8	Goetz Rd. & Mapes Rd.																	
	-Without Improvements	TS	1	2	0	1	1	1	1	1	0	0	1	0	35.7	103.7	D	F
	- With Improvements	TS	<u>2</u>	2	0	1	1	1	1	1	0	0	1	0	17.3	25.4	B	C

<sup>0</sup> **BOLD** = Level of Service (LOS) does not meet the applicable jurisdictional requirements (i.e., unacceptable LOS).  
<sup>1</sup> AWS = All-Way Stop; CSS = Cross-Street Stop; TS = Traffic Signal; **TS** = Improvement  
<sup>2</sup> When a right turn is designated, the lane can either be striped or unstriped. To function as a right turn lane there must be sufficient width for right turning vehicles to travel outside the through lanes.  
 L = Left; T = Through; R = Right; d = Defacto Right Turn Lane; 1 = Improvement  
<sup>3</sup> Per the Highway Capacity Manual (6th Edition), overall average intersection delay and level of service are shown for intersections with a traffic signal or all way stop control. For intersections with cross street stop control, the delay and level of service for the worst individual movement (or movements sharing a single lane) are shown.

**EAC AND EAPC (2027) CONDITIONS**

The EAC (2027) analysis scenario includes Existing (2021) traffic volumes plus an ambient growth factor of 19.4% (3% per year compounded annually over 6 years) and the addition of 75 percent of the traffic associated with other proposed cumulative development projects in the immediate vicinity of the study area. The EAPC (2027) analysis scenario includes the addition of Phase 2 Project traffic to the EAC (2027) traffic forecasts. Table 8 shows the peak hour intersection operations analysis for EAC and EAPC (2027) traffic conditions. As shown on Table 8, the following study area intersections are anticipated to operate at unacceptable LOS during one or both peak hours under EAC (2027) traffic conditions:

- A St. & 7<sup>th</sup> St. (#3) – LOS F AM peak hour only
- A St. & 11<sup>th</sup> St. (#4) – LOS F AM peak hour only
- A St. & Mapes Rd. (#6) – LOS F AM peak hour only

With the addition of Phase 2 Project traffic, the following additional intersections are anticipated to operate at an unacceptable LOS during one or both peak hours under EAPC (2027) traffic conditions:

- A St. & 7<sup>th</sup> St. (#3) – LOS F AM peak hour; LOS E PM peak hour
- A St. & 11<sup>th</sup> St. (#4) – LOS F AM peak hour; LOS E PM peak hour
- A St. & Alpine Dr. (#5) – LOS E AM peak hour only
- A St. & Mapes Rd. (#6) – LOS F AM and PM peak hours
- Goetz Rd. & Mapes Rd. (#8) – LOS F PM peak hour only

Peak hour volumes and operations analysis results for EAC and EAPC (2027) traffic conditions are included in Attachment M and Attachment N, respectively.

**TABLE 8: INTERSECTION ANALYSIS FOR EAC & EAPC (2027) CONDITIONS**

#	Intersection	Traffic Control <sup>1</sup>	EAC (2027)				EAPC (2027)			
			Delay <sup>2</sup> (secs.)		Level of Service		Delay <sup>2</sup> (secs.)		Level of Service	
			AM	PM	AM	PM	AM	PM	AM	PM
1	River Rd. & Mapes Rd.	<u>CSS</u>	Future Intersection				16.9	12.9	C	B
2	River Rd. & Watson Rd.	<u>CSS</u>	Future Intersection				11.2	12.1	B	B
3	A St. & 7th St.	AWS	71.2	25.8	F	D	100.2	47.1	F	E
4	A St. & 11th St.	AWS	97.2	22.9	F	C	135.2	43.5	F	E
5	A St. & Alpine Dr.	AWS	22.4	8.1	C	A	40.2	8.7	E	A
6	A St. & Mapes Rd.	AWS	92.6	15.0	F	B	190.7	118.9	F	F
7	A St. & Watson Rd.	<u>CSS</u>	Future Intersection				0.0	8.5	A	A
8	Goetz Rd. & Mapes Rd.	TS	19.7	25.2	B	C	51.0	151.3	D	F

<sup>1</sup> CSS = Cross-street Stop; TS = Traffic Signal; CSS = improvement

<sup>2</sup> Per the Highway Capacity Manual (6th Edition), overall average Intersection delay and level of service are shown for intersections with a traffic signal or all way stop control. For intersections with cross street stop control, the delay and level of service for the worst individual movement (or movements sharing a single lane) are shown.

Table 9 indicates the improvements needed to address LOS deficiencies at each of the study area intersections under EAPC (2027) traffic conditions. The improvements have been identified to improve the EAPC (2027) deficiencies back to acceptable levels. Intersection analysis worksheets for EAPC (2027) traffic conditions, with improvements, are provided in Attachment O.

**TABLE 9: INTERSECTION ANALYSIS FOR EAPC (2030) CONDITIONS WITH IMPROVEMENTS**

#	Intersection	Traffic Control <sup>1</sup>	Intersection Approach Lanes <sup>2</sup>												Delay <sup>3</sup> (secs.)		Level of Service	
			Northbound			Southbound			Eastbound			Westbound			AM	PM	AM	PM
			L	T	R	L	T	R	L	T	R	L	T	R				
3	A St. & 7th St.																	
	-Without Improvements	AWS	0	1	0	0	1	0	0	1	0	0	1	0	100.2	47.1	F	E
	- With Improvements	TS	0	1	0	0	1	0	0	1	0	0	1	0	9.6	8.4	A	A
4	A St. & 11th St.																	
	-Without Improvements	AWS	0	1	0	0	1	0	0	1	0	0	1	0	135.2	43.5	F	E
	- With Improvements	TS	0	1	0	0	1	0	0	1	0	0	1	0	11.6	8.8	B	A
6	A St. & Mapes Rd.																	
	-Without Improvements	AWS	0	1	0	0	1	1	1	1	0	0	1	0	190.7	118.9	F	F
	- With Improvements	TS	0	1	0	<u>1</u>	1	<u>0</u>	1	1	0	0	1	0	53.5	8.9	D	A
8	Goetz Rd. & Mapes Rd.																	
	-Without Improvements	TS	1	2	0	1	1	1	1	1	0	0	1	0	51.0	151.3	D	F
	- With Improvements	TS	<u>2</u>	2	0	1	1	1	1	1	0	0	1	0	19.8	35.2	B	D

<sup>1</sup> BOLD = Level of Service (LOS) does not meet the applicable jurisdictional requirements (i.e., unacceptable LOS).  
<sup>1</sup> AWS = All-Way Stop; CSS = Cross-Street Stop; TS = Traffic Signal; **TS** = Improvement  
<sup>2</sup> When a right turn is designated, the lane can either be striped or unstriped. To function as a right turn lane there must be sufficient width for right turning vehicles to travel outside the through lanes.  
 L = Left; T = Through; R = Right; d = Defacto Right Turn Lane; 1 = Improvement  
<sup>3</sup> Per the Highway Capacity Manual (6th Edition), overall average intersection delay and level of service are shown for intersections with a traffic signal or all way stop control. For intersections with cross street stop control, the delay and level of service for the worst individual movement (or movements sharing a single lane) are shown.

**EAC AND EAPC (2030) CONDITIONS**

The EAC (2030) analysis scenario includes Existing (2021) traffic volumes plus an ambient growth factor of 30.5% (3% per year compounded annually over 9 years) and the addition of traffic associated with other proposed cumulative development projects in the immediate vicinity of the study area. The EAPC (2030) analysis scenario includes the addition of Project Buildout traffic to the EAC (2030) traffic forecasts. Table 10 shows the peak hour intersection operations analysis for EAC and EAPC (2030) traffic conditions. As shown on Table 10, the following study area intersections are anticipated to operate at unacceptable LOS during one or both peak hours under EAC (2030) traffic conditions:

- A St. & 7<sup>th</sup> St. (#3) – LOS F AM and PM peak hours
- A St. & 11<sup>th</sup> St. (#4) – LOS F AM and PM peak hours
- A St. & Mapes Rd. (#6) – LOS F AM peak hour only

With the addition of Project traffic, the following additional intersections are anticipated to operate at an unacceptable LOS during one or both peak hours under EAPC (2030) traffic conditions:

- River Rd. & Mapes Rd. (#1) – LOS E AM peak hour only
- A St. & Alpine Dr. (#5) – LOS F AM peak hour only
- A St. & Mapes Rd. (#6) – LOS F AM and PM peak hours
- Goetz Rd. & Mapes Rd. (#8) – LOS F AM and PM peak hours

Peak hour volumes and operations analysis results for EAC and EAPC (2030) traffic conditions are included in Attachment P and Attachment Q, respectively.

**TABLE 10: INTERSECTION ANALYSIS FOR EAC & EAPC (2030) CONDITIONS**

#	Intersection	Traffic Control <sup>1</sup>	EAC (2030)				EAPC (2030)			
			Delay <sup>2</sup> (secs.)		Level of Service		Delay <sup>2</sup> (secs.)		Level of Service	
			AM	PM	AM	PM	AM	PM	AM	PM
1	River Rd. & Mapes Rd.	CSS	Future Intersection				44.5	14.6	E	B
2	River Rd. & Watson Rd.	CSS	Future Intersection				21.1	13.4	C	B
3	A St. & 7th St.	AWS	149.3	70.2	F	F	184.4	120.2	F	F
4	A St. & 11th St.	AWS	187.8	56.9	F	F	262.0	97.5	F	F
5	A St. & Alpine Dr.	AWS	31.9	8.2	D	A	78.7	8.9	F	A
6	A St. & Mapes Rd.	AWS	126.1	17.5	F	C	403.6	162.8	F	F
7	A St. & Watson Rd.	CSS	Future Intersection				0.0	8.5	A	A
8	Goetz Rd. & Mapes Rd.	TS	24.3	37.8	C	D	167.0	204.9	F	F

<sup>1</sup> CSS = Cross-street Stop; TS = Traffic Signal; CSS = Improvement

<sup>2</sup> Per the Highway Capacity Manual (6th Edition), overall average intersection delay and level of service are shown for intersections with a traffic signal or all way stop control. For intersections with cross street stop control, the delay and level of service for the worst individual movement (or movements sharing a single lane) are shown.

Table 11 indicates the improvements needed to address LOS deficiencies at each of the study area intersections under EAPC (2030) traffic conditions. The improvements have been identified to improve the EAPC (2030) deficiencies back to acceptable levels. Intersection analysis worksheets for EAPC (2030) traffic conditions, with improvements, are provided in Attachment H.

**TABLE 11: INTERSECTION ANALYSIS FOR EAPC (2030) CONDITIONS WITH IMPROVEMENTS**

#	Intersection	Traffic Control <sup>1</sup>	Intersection Approach Lanes <sup>2</sup>												Delay <sup>3</sup> (secs.)		Level of Service	
			Northbound			Southbound			Eastbound			Westbound			AM	PM	AM	PM
			L	T	R	L	T	R	L	T	R	L	T	R				
1	River Rd. & Mapes Rd.																	
	-Without Improvements	CSS	0	1	0	0	1	0	0	1	0	0	1	0	44.5	14.6	E	B
	- With Improvements	TS	0	1	0	0	1	0	0	1	0	<u>1</u>	1	0	32.5	20.2	C	C
3	A St. & 7th St.																	
	-Without Improvements	AWS	0	1	0	0	1	0	0	1	0	0	1	0	184.4	120.2	F	F
	- With Improvements	TS	0	1	0	0	1	0	0	1	0	0	1	0	11.1	9.3	B	A
4	A St. & 11th St.																	
	-Without Improvements	AWS	0	1	0	0	1	0	0	1	0	0	1	0	262.0	97.5	F	F
	- With Improvements	TS	0	1	0	0	1	0	0	1	0	0	1	0	41.6	9.9	D	A
6	A St. & Mapes Rd.																	
	-Without Improvements	AWS	0	1	0	0	1	1	1	1	0	0	1	0	403.6	162.8	F	F
	- With Improvements	TS	0	1	0	<u>1</u>	1	<u>0</u>	1	1	0	0	1	<u>1</u>	50.3	13.9	D	B
8	Goetz Rd. & Mapes Rd.																	
	-Without Improvements	TS	1	2	0	1	1	1	1	1	0	0	1	0	167.0	204.9	F	F
	- With Improvements	TS	<u>2</u>	2	0	1	1	1	1	1	0	0	1	0	48.4	50.4	D	D

<sup>1</sup> BOLD = Level of Service (LOS) does not meet the applicable jurisdictional requirements (i.e., unacceptable LOS).  
<sup>2</sup> AWS = All-Way Stop; CSS = Cross-Street Stop; TS = Traffic Signal; TS = Improvement  
<sup>3</sup> When a right turn is designated, the lane can either be striped or unstriped. To function as a right turn lane there must be sufficient width for right turning vehicles to travel outside the through lanes.  
 L = Left; T = Through; R = Right; d = Defacto Right Turn Lane; 1 = Improvement  
<sup>4</sup> Per the Highway Capacity Manual (6th Edition), overall average intersection delay and level of service are shown for intersections with a traffic signal or all way stop control. For intersections with cross street stop control, the delay and level of service for the worst individual movement (or movements sharing a single lane) are shown.

**RECOMMENDED IMPROVEMENTS**

Where applicable, the Project’s fair share towards future off-site improvement needs have been determined based on the following equation, which is the ratio of Project traffic to new traffic, where new traffic is total future traffic less existing baseline traffic (see Table 12, calculations provided for both AM and PM peak hour with the higher of the two selected for use):

$$\text{Project Fair Share \%} = \text{Project Traffic} / (\text{EAPC Total Traffic} - \text{Existing Traffic})$$



**TABLE 12: PROJECT FAIR SHARE CALCULATIONS**

#	Intersection		Existing (2021)	Project	EAPC (2030)	Net New Traffic	Project % of New Traffic
3	A St. & 7th St.	AM:	949	136	1,704	755	18.0%
		PM:	623	109	1,343	720	15.1%
4	A St. & 11th St.	AM:	811	181	1,569	758	23.9%
		PM:	633	145	1,392	759	19.1%
6	A St. & Mapes Rd.	AM:	995	908	2,206	1,211	75.0%
		PM:	656	721	1,577	921	78.3%

**BOLD** = Denotes highest fair share percentage.

The recommended improvements needed to address the cumulative deficiencies are summarized in Table 13. For those improvements listed in Table 13 and not constructed as part of the Project, the Project Applicant's responsibility for the Project's contributions towards deficient intersections is fulfilled through payment of fees and/or fair share contribution that would be assigned to construction of the identified recommended improvements. All other COA apply with the exception of those related to the construction of improvements along Ethanac Road and the westerly extension between Goetz Road and McPherson Road.

If you have any questions, please contact me directly at (949) 861-0177.

Respectfully submitted,  
 URBAN CROSSROADS, INC.

  
 Charlene So, PE  
 Associate Principal

**TABLE 13: SUMMARY OF IMPROVEMENTS FOR EAPC (2030) CONDITIONS**

#	Intersection Location (River Rd. & Mapes Rd.)	Jurisdiction City of Perris	EAP (Phase 1)	EAP (Phase 2)	EAP (Project Budget)	Recommended Improvements			EAPC (2030)	Improvements in DUE, TDMF, etc. <sup>1,2</sup>	Project Responsibility <sup>3</sup>	Project Fair Share <sup>4</sup>
						EAPC (2025)	EAPC (2027)	EAPC (2030)				
1	A St. & Mapes Rd.	City of Perris	- None	- None	- None	- None	- None	- Add a WB left turn lane - Install a traffic signal	No No	Construct Construct	-	
3	A St. & 7th St.	City of Perris	- None	- None	- None	- Install a traffic signal	- Same	- Same	No	Fair Share	18.0%	
4	A St. & 11th St.	City of Perris	- None	- None	- None	- Install a traffic signal	- Same	- Same	No	Fair Share	23.9%	
6	A St. & Mapes Rd.	City of Perris	- Install a traffic signal	- Same	- Same	- Same - Restripe the SB approach with a left turn lane and shared through-right turn lane	- Same - Same	- Same - Same	No No	Construct Construct	70.3%	
8	Goetz Rd. & Mapes Rd.	City of Perris	- None	- Add 2nd NB left turn lane	- Same	- Same	- Add a WB right turn lane	- Same	No	Fair Share	-	

<sup>1</sup> Improvements included in TDMF or City of Perris GIP programs have been identified as such.

<sup>2</sup> Program Improvements considered by Project may be eligible for fee credit. In lieu fee payment is at discretion of City.

<sup>3</sup> Identify the Project's responsibility to construct an improvement or contribute fair share payment towards the implementation of the improvements shown.

<sup>4</sup> Represents the fair share percentage for the Project during the most impacted peak hour.





# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 31, 2022

**SUBJECT:** Road Closures for Placentia Avenue Improvements (CIP S-023)

**REQUESTED ACTION:** Approve the requested Road Closures on Barrett Avenue between Placentia Avenue and Orange Avenue for a period of two days and Placentia Avenue between Indian Avenue and Perris Boulevard for a period of up to three weeks in June 2022

**CONTACT:** Stuart E. McKibbin, Contract City Engineer

#### **BACKGROUND/DISCUSSION:**

On Tuesday, March 29, 2022, Council awarded the Placentia Avenue Widening Project (CIP S-023) to Mamco, Inc. dba Alabbasi. As part of this project, the Engineering Department has received road closure requests for Barrett Avenue and Placentia Avenue.

The Engineering Department has reviewed the Mamco, Inc. dba Alabbasi Traffic Control plan and has deemed the closures necessary. The closures are necessary to facilitate operations of street widening improvements and intersection enhancements. Access to existing businesses will be provided during the closures. The Engineering Department recommends Council approve the road closure on Barrett Avenue between Placentia Avenue and Orange Avenue for two days, and for a period of up to three weeks for the road closure on Placentia Avenue between Indian Avenue and Perris Boulevard. The actual date in June will be determined after Council approval and will be furnished for posting on the City website. The contractor is already obligated by contract specifications to notify all emergency services, trash pickup company, school district(s), and post office prior to road closures.

#### **BUDGET (or FISCAL) IMPACT:**

No fiscal impact

Prepared by: Jesse Gauf, Assistant Engineer

**REVIEWED BY:**

201

201



City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager \_\_\_\_\_

**Attachments: Vicinity Map**

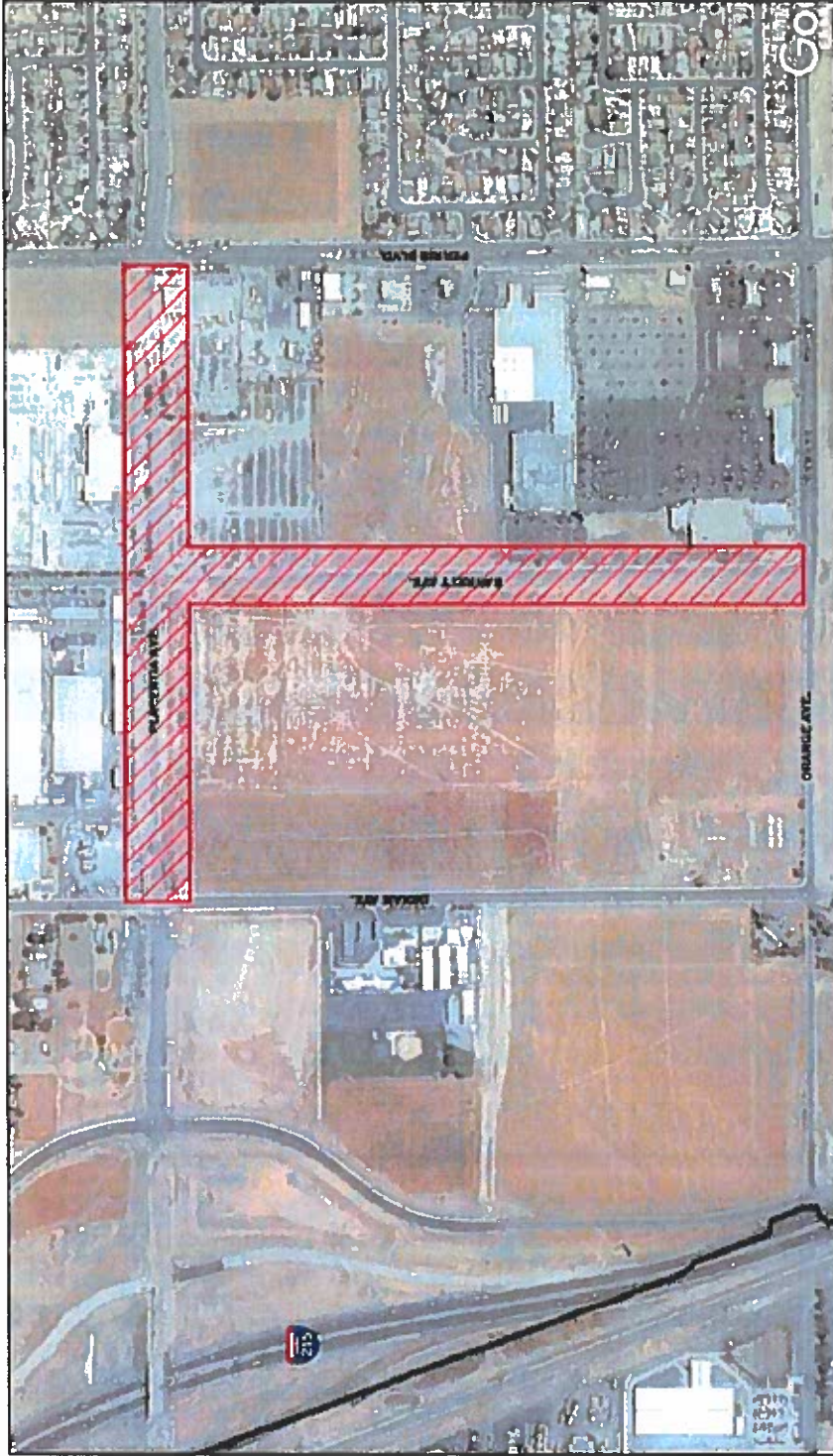
Consent: Yes  
Public Hearing:  
Business Item:  
Presentation:  
Other:

# ATTACHMENT 1

VICINITY MAP

# CITY OF PERRIS - ROAD CLOSURE FOR PLACENTIA AVENUE IMPROVEMENTS

## VICINITY MAP



**LEGEND:**



WORK AREA  
PERRIS CITY LIMITS

**TRI LAKE**  
CONSULTANTS, INC.  
CITY ENGINEER  
S.C. - DWG. 04/24/22





# CITY OF PERRIS

10.J.

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 31, 2022

**SUBJECT:** Two Year Extension of Landscape Benefit Zone Maintenance Service Contracts (Specification No. #LMD 1-2020-21-01)

**REQUESTED ACTION:** Approve a two-year extension and contingency for existing Landscape Benefit Zone Maintenance Services Contracts with Bill & Dave's Landscape and Adame Landscape; and authorize the City Manager to execute the agreements, approved as to form by the City Attorney

**CONTACT:** Bryant Hill, Public Works Director

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#### **BACKGROUND/DISCUSSION:**

On September 29, 2020, the City Council awarded two-year landscape maintenance service agreements, with options for two one-year extensions, to Bill & Dave's Landscape, Inc and Adame Landscape, Inc. The original two-year service agreements expire on September 29, 2022 (See Attachments 4, 5 & 6). In lieu of granting two successive one-year extensions, staff is recommending the City Council grant one two-year extension for each agreement, re-set the contract terms to run between July 1, 2022, and June 30, 2024, and increase the contract prices by 5.76%.

The original agreements stipulated that if the City exercised its option to extend the contracts, the parties would negotiate pricing for each additional one-year period. Any negotiated prices would not exceed the percentage change in the Consumer Price Index (CPI) for the most recent 12-month period. Staff met with Bill & Dave's Landscape and Adame Landscape, Inc., and all parties agreed that the CPI increase for the period January to December 2021 would be used as the most recent 12-month period. The average CPI increase for that period is 5.76%.

A tentative agreement between Staff and both Contractors has been reached. The salient terms of the agreement include: 1) contract prices will be raised by 5.76%, 2) contract terms will be re-set to run between July 1, 2022, and June 30, 2024, and 3) the price increase will be locked in for a two-year period. If these terms are acceptable to the City Council, Staff will review the required insurance certificates, insurance endorsements, and required bonds and will seek the review and approval of the maintenance agreements from the City Attorney's Office (See Attachments 1, 2 & 3).

Each agreement also includes a beautification and restoration contingency. The original RFP included an "Additive Alternative Bid Schedule" for supplemental work staff wish to accomplish during the two-year contract term, which we call beautification and restoration contingency. This contingency is not intended to address unforeseen complications that contingencies have traditionally been used for but rather an elective one. The contingency serves to expedite beautification projects without having to do a separate formal bid process. Each of the contractors has already provided prices for tree replanting, shrub and ground cover installation, and irrigation

repairs, etc., in their formal bid. Original pricing from the bids was used to develop a contingency amount unique to each area of the City. Staff is recommending a Contingency amount for each Contract in the chart below.

Vendor Name	Landscape Maintenance Areas (3 Contracts)	Original Contract Price	Proposed Annual Price	Proposed Total Contract Price (2 years)	Contingencies (2 years)
Bill & Dave's	1) Northwest & Southern LMDs	\$519,763.00/yr.	\$549,712.77/yr.	\$1,099,425.54	\$206,261.55
Adame	2) Northeast LMDs	\$305,708.94/yr.	\$323,317.77/yr.	\$646,635.54	\$163,778.28
	3) General Fund Streets & Flood Control Areas	\$214,428.55/yr.	\$226,779.66/yr.	\$453,559.32	\$83,263.68
	<b>TOTALS</b>	<b>\$1,039,900.49/yr</b>	<b>\$1,099,810.20/yr</b>	<b>\$2,199,620.40</b>	<b>\$453,303.51</b>

\*Price Includes Change Orders to date for GF and for NE Price includes Change Order and two maintenance units paid at BZ-18.

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**BUDGET (or FISCAL) IMPACT:**

Adequate funding for the agreement has been provided in the proposed levy for the Landscape Maintenance Districts. An increase of 5.76% to the General Fund would be necessary to cover the Streets & Facilities line items of the General Fund funded Contract only.

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Prepared by Michael Morales, Capital Improvement Project Manager

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
 Assistant City Manager \_\_\_\_\_  
 Deputy City Manager 

**Attachments:**

1. Proposed Contract Services Agreement between City of Perris and Bill and Dave's Landscape for Northwest and Southern Areas (see attached agreement at) <https://www.cityofperris.org/government/city-council/council-meetings>
2. Proposed Contract Services Agreement between the City of Perris and Adame Landscape, Inc. for Northeast Areas (see attached agreement at) <https://www.cityofperris.org/government/city-council/council-meetings>
3. Proposed Contract Services Agreement between the City of Perris and Adame Landscape, Inc., for General Fund and Flood Control Areas (see attached agreement at) <https://www.cityofperris.org/government/city-council/council-meetings>

4. Original Agreement for Northwest and South Areas with Bill and Dave's Landscape
5. Original Agreement for Northeast Areas with Adame Landscape
6. Original Agreement for General Fund and Flood Control areas with Adame Landscape

Consent:

Public Hearing:

Business Item:

Presentation:

Other:

## **ATTACHMENT 1**

### **Proposed Contract Services Agreement between City of Perris and Bill and Dave's Landscape for Northwest and Southern Areas**

(See attached agreement at)  
<https://www.cityofperris.org/government/city-council/council-meetings>

## **ATTACHMENT 2**

### **Proposed Contract Services Agreement between City of Perris and Adame Landscape, Inc. for Northeast Areas**

(See attached agreement at)  
<https://www.cityofperris.org/government/city-council/council-meetings>



## **ATTACHMENT 3**

**Proposed Contract Services Agreement between City of  
Perris and Adame Landscape, Inc.  
for General Fund and Flood Control Areas**

(See attached agreement at)

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

**ATTACHMENT 4**

Original Contract Services Agreement between City of  
Perris and Bill and Dave's Landscape  
for Northwest and Southern Areas  
(Excerpt)

**CITY OF PERRIS  
CONTRACT SERVICES AGREEMENT FOR  
LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES WITHIN  
NORTH WEST AND SOUTHERN AREAS OF THE CITY**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 29<sup>th</sup> day of September, 2020, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and BILL AND DAVE'S LANDSCAPE, INC. (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

**1.0 SERVICES OF CONTRACTOR**

1.1 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Compliance With Law.

All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments.

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.

1.4 Additional Services

Agency shall have the right at any time during the performance of the 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 adjustment 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 similar services based on the unit pricing proposed by the Contractor in the "Schedule of Compensation" Exhibit B. City and Contractor agree that additional quantities of the same services shall be paid at unit pricing proposed by the Contractor in the "Schedule of Compensation" Exhibit B and shall include full compensation for all work and no additional compensation will be allowed thereof. 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, and while additional work is performed by third party contractor's. Written Change Orders shall be made on forms prescribed

by the City's Contract Officer. Any increase in compensation of up to twenty percent (20%) of the Contract Sum; or in the time to perform of up to one hundred eighty (180) 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 the sum of, five hundred nineteen thousand seven hundred sixty-three and 00/100 (\$519,763.00 ) per year, in accordance with Section GP and Section SP, "General Provisions" and "Special Provisions", respectively, of Specification No. #LMD 1-2020-21-01, attached hereto as Exhibit A; and section BF, "Bid Form," of Spec. No. Specification No. #LMD 1-2020-21-01 attached hereto as Exhibit B; but not exceeding the maximum contract sum of one million thirty-nine thousand five hundred twenty-six and 00/100 (\$ 1,039,526.00) over the two year term of this Agreement (herein "Contract Sum"), except as provided in section 1.4.

### **2.2 Method of Payment.**

Contractor shall submit to the City, an invoice for services rendered prior to the date of the invoice. In accordance with the "Schedule of Compensation" Exhibit "B", 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.

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 Contract Officer or labor compliance officer. Upon completion of the work by the contractor, a final inspection shall be made by the City.

### **2.3 Payments Withheld**

Contractor hereby authorizes City to deduct from any amount payable to Contractor:

(i) Performance Deficiencies noted in the Landscape Maintenance Performance Field Review Report, (ii) claims filed or reasonable evidence indicating probable filing of claims by third parties against the City arising from the performance of the Contractor or any subcontractor under this agreement, (iii) maintenance not being performed or completed by Contractor, (iv) EMWD Non-Compliance Settlement/Excessive Water Use Charges, and (v) under-watering (failure to use 70% of allowable water budget). 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 for a claim of lien, City may withhold from any payment due, without liability for

interest because 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. Withholding of payment for damaged irrigation components, or loss of any plant material may be released to the Contractor upon repair or replacement of the needed items or completion of work. Liquidated Damages for incomplete or inadequate maintenance performed at the required schedules, and under-watering shall be a permanent deduction. Liquidated Damages for water usage in excess of EMWD's monthly maximum allowable water budget, or other EMWD non-compliance settlement charges shall be permanent deductions.

### **3.0 PERFORMANCE SCHEDULE**

#### **3.1 Time of Essence**

Time is of the essence in the performance of this Agreement.

#### **3.2 Schedule of Performance**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding ninety (90) days cumulatively.

#### **3.3 Liquidated Damages**

The City has set up specific criteria, which are described in the "Scope of Services" attached hereto as Exhibit "A", to evaluate the performance of the Contractor and to calculate Liquidated Damages for each of the following: 1) lack of compliance to specifications (i.e. failure to adequately mow, edge, litter pick, sweep/rake, weed, prune, remove dead plant material, etc.); 2) failure to provide specified reports or to falsify reports; 3) failure to supply adequate equipment, labor or supervision; 4) failure to repair irrigation deficiencies in the allotted time frame; 5) failure to comply with the schedule of performance; 6) failure to protect public health and safety; 7) failure to provide contractor/company identification on vehicles or for employees; and 8) failure to comply with monthly EMWD water budgets resulting in non-compliance settlement charges and other fines by EMWD.

Since the determination of actual damages for any delay in performance of this Agreement, or for non-compliance with EMWD Monthly Water Budgets resulting in non-compliance settlement charges or other EMWD fines would be extremely difficult or impractical to determine in the event of a breach of this Agreement; the Contractor and its sureties shall be liable for and shall pay to the City the cost of actual damages and/or the "Percentage of Non-Compliance" as calculated by the Landscape Maintenance Performance Field Review; and/or fines levied by EMWD for non-compliance settlement charges.

### 3.4 Force Majeure

The time period(s) specified in the Schedule of Performance 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. Contractor shall 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.

## 4.0 COORDINATION OF WORK

### 4.1 Representative of Contractor.

David Leidenfrost, is hereby 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.

### 4.2 Contract Officer.

Michael Morales, or his designee, 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 by providing written notice to Contractor.

### 4.3 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.

### 4.4 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.

## **5.0 INSURANCE AND INDEMNIFICATION AND BONDS**

### **5.1 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) Comprehensive General Liability Insurance.**

A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$1,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$1,000,000.00 per occurrence and \$1,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

#### **(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 occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

#### **(c) Automotive 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, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. 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 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

The Contractor agrees that the provisions of this Section 5.1 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 persons 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 require the subcontractor to maintain the same polices of insurance that the Contractor is required to maintain pursuant to this Section.

#### 5.2 Indemnification.

Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of the City.

#### 5.3 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 4 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.

#### 5.4 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 five percent of the total amount payable by the 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.



#### 5.4 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in a sum not less than five percent of the total amount payable by the terms of the 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.

### **6.0 TERM**

#### 6.1 Term.

The term of this Agreement shall commence October 1, 2020 and shall continue until October 1, 2022 unless earlier terminated in accordance with Section 6.2 below.

#### 6.2 Termination Prior to Expiration of Term.

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

#### 6.3 Contract Renewals

The two (2) year contract period may be renewed annually for up to a maximum of two (2) additional one year periods under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both Parties. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one year period. Negotiated price increase during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised.

### **7.0 MISCELLANEOUS**

#### 7.1 Covenant 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 ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

7.2 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.

7.3 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.

7.4 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, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF PERRIS, 101 North D Street, Perris, CA 92570, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

7.5 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 four (4) years after expiration of any agreement.

7.6 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said 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.

Contractor or Subcontractors shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All Contractors and Subcontractors who perform work on this project must furnish electronic certified payroll reports directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

#### 7.7 Prevailing Wages

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 (Lab. Code § 1773.2.). The statutory provisions for penalties for failure to pay prevailing wages (Lab. Code § 1775) and for penalties for failure to comply with state's wage and hour laws shall be enforced. (Lab. Code § 1813.).

#### 7.8 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.

#### 7.9 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 State Apprenticeship Agency; and shall certify these records upon request by the City.

#### 7.10 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.

7.11 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.

7.12 Severability.

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

7.13 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.14 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

7.15 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]

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

CITY:

CITY OF PERRIS.  
a municipal corporation



Clara Miramontes, Interim City Manager

ATTEST:

  
Nancy Salazar, City Clerk

APPROVED AS TO FORM:  
Aleshire & Wynder, LLP

  
Eric L. Dunn, City Attorney

CONTRACTOR:

BILL AND DAVE'S LANDSCAPE, INC.

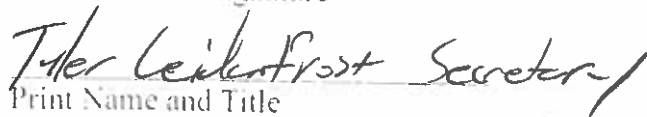
  
David Leidenfrost, CEO

Address:

32750 Keller Road

Winchester, CA 92596

By:   
Signature

  
Tyler Leidenfrost Secretary  
Print Name and Title

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

(CORPORATE SEAL)  
ATTEST

[END OF SIGNATURES]

**ATTACHMENT 5**

Proposed Contract Services Agreement between City of  
Perris and Adame Landscape, Inc.  
for Northeast Areas  
(Excerpt)

**CITY OF PERRIS  
CONTRACT SERVICES AGREEMENT FOR  
LANDSCAPE BENEFIT ZONE MAINTENACE SERVICES WITHIN  
NORTH EAST AREAS OF THE CITY**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 29 day of September, 2020, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and ADAME LANDSCAPE, INC. (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

**1.0 SERVICES OF CONTRACTOR**

**1.1 Scope of Services.**

In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

**1.2 Compliance With Law.**

All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

**1.3 Licenses, Permits, Fees and Assessments.**

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.

**1.4 Additional Services**

Agency shall have the right at any time during the performance of the 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 adjustment 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 similar services based on the unit pricing proposed by the Contractor in the "Schedule of Compensation" Exhibit B. City and Contractor agree that additional quantities of the same services shall be paid at unit pricing proposed by the Contractor in the "Schedule of Compensation" Exhibit B and shall include full compensation for all work and no additional compensation will be allowed thereof. 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, and while additional work is performed by third party contractor's. Written Change Orders shall be made on forms prescribed

by the City's Contract Officer. 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 eighty (180) 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 the sum of, three hundred six thousand four hundred ninety-three and 62/100 (\$306,493.62 ) per year, in accordance with Section GP and Section SP, "General Provisions" and "Special Provisions", respectively, of Specification No. #LMD 1-2020-21-01, attached hereto as Exhibit A; and section BF, "Bid Form," of Spec. No. Specification No. #LMD 1-2020-21-01 attached hereto as Exhibit B; but not exceeding the maximum contract sum of six hundred twelve thousand nine hundred eighty-seven and 24/100 (\$ 612,987.24) over the two year term of this Agreement (herein "Contract Sum"), except as provided in section 1.4.

### **2.2 Method of Payment.**

Contractor shall submit to the City, an invoice for services rendered prior to the date of the invoice. In accordance with the "Schedule of Compensation" Exhibit "B", 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.

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 Contract Officer or labor compliance officer. Upon completion of the work by the contractor, a final inspection shall be made by the City.

### **2.3 Payments Withheld**

Contractor hereby authorizes City to deduct from any amount payable to Contractor:

(i) Performance Deficiencies noted in the Landscape Maintenance Performance Field Review Report, (ii) claims filed or reasonable evidence indicating probable filing of claims by third parties against the City arising from the performance of the Contractor or any subcontractor under this agreement, (iii) maintenance not being performed or completed by Contractor, (iv) EMWD Non-Compliance Settlement/Excessive Water Use Charges, and (v) under-watering (failure to use 70% of allowable water budget). 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 for a claim of lien, City may withhold from any payment due, without liability for



interest because 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. Withholding of payment for damaged irrigation components, or loss of any plant material may be released to the Contractor upon repair or replacement of the needed items or completion of work. Liquidated Damages for incomplete or inadequate maintenance performed at the required schedules, and under-watering shall be a permanent deduction. Liquidated Damages for water usage in excess of EMWD's monthly maximum allowable water budget, or other EMWD non-compliance settlement charges shall be permanent deductions.

### **3.0 PERFORMANCE SCHEDULE**

#### **3.1 Time of Essence**

Time is of the essence in the performance of this Agreement.

#### **3.2 Schedule of Performance**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding ninety (90) days cumulatively.

#### **3.3 Liquidated Damages**

The City has set up specific criteria, which are described in the "Scope of Services" attached hereto as Exhibit "A", to evaluate the performance of the Contractor and to calculate Liquidated Damages for each of the following: 1) lack of compliance to specifications (i.e. failure to adequately mow, edge, litter pick, sweep/rake, weed, prune, remove dead plant material, etc.); 2) failure to provide specified reports or to falsify reports; 3) failure to supply adequate equipment, labor or supervision; 4) failure to repair irrigation deficiencies in the allotted time frame; 5) failure to comply with the schedule of performance; 6) failure to protect public health and safety; 7) failure to provide contractor/company identification on vehicles or for employees; and 8) failure to comply with monthly EMWD water budgets resulting in non-compliance settlement charges and other fines by EMWD.

Since the determination of actual damages for any delay in performance of this Agreement, or for non-compliance with EMWD Monthly Water Budgets resulting in non-compliance settlement charges or other EMWD fines would be extremely difficult or impractical to determine in the event of a breach of this Agreement; the Contractor and its sureties shall be liable for and shall pay to the City the cost of actual damages and/or the "Percentage of Non-Compliance" as calculated by the Landscape Maintenance Performance Field Review; and/or fines levied by EMWD for non-compliance settlement charges.

### 3.4 Force Majeure

The time period(s) specified in the Schedule of Performance 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. Contractor shall 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.

## 4.0 COORDINATION OF WORK

### 4.1 Representative of Contractor.

Carlos Adame, is hereby 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.

### 4.2 Contract Officer.

Michael Morales, or his designee, 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 by providing written notice to Contractor.

### 4.3 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.

### 4.4 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.

## **5.0 INSURANCE AND INDEMNIFICATION AND BONDS**

### **5.1 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) Comprehensive General Liability Insurance.**

A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$1,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$1,000,000.00 per occurrence and \$1,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

#### **(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 occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

#### **(c) Automotive 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, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. 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 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

The Contractor agrees that the provisions of this Section 5.1 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 persons 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 require the subcontractor to maintain the same polices of insurance that the Contractor is required to maintain pursuant to this Section.

#### 5.2 Indemnification.

Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of the City.

#### 5.3 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 4 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.

#### 5.4 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 five percent of the total amount payable by the 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.

#### **5.4 Performance Bond.**

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in a sum not less than five percent of the total amount payable by the terms of the 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.

#### **6.0 TERM**

##### **6.1 Term.**

The term of this Agreement shall commence October 1, 2020 and shall continue until October 1, 2022 unless earlier terminated in accordance with Section 6.2 below.

##### **6.2 Termination Prior to Expiration of Term.**

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

##### **6.3 Contract Renewals**

The two (2) year contract period may be renewed annually for up to a maximum of two (2) additional one year periods under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both Parties. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one year period. Negotiated price increase during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised.

#### **7.0 MISCELLANEOUS**

##### **7.1 Covenant 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 ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

#### 7.2 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.

#### 7.3 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.

#### 7.4 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, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF PERRIS, 101 North D Street, Perris, CA 92570, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

#### 7.5 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 four (4) years after expiration of any agreement.

#### 7.6 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said 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.

Contractor or Subcontractors shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All Contractors and Subcontractors who perform work on this project must furnish electronic certified payroll reports directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

#### **7.7 Prevailing Wages**

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 (Lab. Code § 1773.2.). The statutory provisions for penalties for failure to pay prevailing wages (Lab. Code § 1775) and for penalties for failure to comply with state's wage and hour laws shall be enforced. (Lab. Code § 1813.).

#### **7.8 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.

#### **7.9 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 State Apprenticeship Agency; and shall certify these records upon request by the City.

#### **7.10 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.

**7.11 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.

**7.12 Severability.**

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**7.13 Waiver.**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**7.14 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

**7.15 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]



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

CITY:  
CITY OF PERRIS,  
a municipal corporation



Clara Miramontes, City Manager

ATTEST:

*for*  
  
Nancy Salazar, City Clerk

CONTRACTOR:  
ADAME LANDSCAPE, INC.

  
Carlos Adame, CEO

Address:  
41863 Juniper St.  
Murrieta, CA 92562

By:   
Signature

Rodolfo Adame President  
Print Name and Title

APPROVED AS TO FORM:  
Aleshire & Wynder, LLP

  
Eric L. Dunn, City Attorney

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

(CORPORATE SEAL)  
ATTEST

---

[END OF SIGNATURES]

**ATTACHMENT 6**

Proposed Contract Services Agreement between City of  
Perris and Adame Landscape, Inc.  
for General Fund and Flood Control Areas  
(Excerpt)

**CITY OF PERRIS**  
**CONTRACT SERVICES AGREEMENT FOR**  
**LANDSCAPE BENEFIT ZONE MAINTENACE SERVICES WITHIN**  
**GENERAL FUND AND FLOOD CONTROL AREAS OF THE CITY**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 29 day of September, 2020, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and ADAME LANDSCAPE, INC. (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

**1.0 SERVICES OF CONTRACTOR**

**1.1 Scope of Services.**

In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

**1.2 Compliance With Law.**

All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

**1.3 Licenses, Permits, Fees and Assessments.**

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.

**1.4 Additional Services**

Agency shall have the right at any time during the performance of the 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 adjustment 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 similar services based on the unit pricing proposed by the Contractor in the "Schedule of Compensation" Exhibit B. City and Contractor agree that additional quantities of the same services shall be paid at unit pricing proposed by the Contractor in the "Schedule of Compensation" Exhibit B and shall include full compensation for all work and no additional compensation will be allowed thereof. 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, and while additional work is performed by third party contractor's. Written Change Orders shall be made on forms prescribed

by the City's Contract Officer. 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 eighty (180) 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 the sum of, two hundred thirteen thousand eight hundred forty-six and 55/100 dollars (\$213,846.55) per year, in accordance with Section GP and Section SP, "General Provisions" and "Special Provisions", respectively, of Specification No. #LMD 1-2020-21-01, attached hereto as Exhibit A; and section BF, "Bid Form," of Spec. No. Specification No. #LMD 1-2020-21-01 attached hereto as Exhibit B; but not exceeding the maximum contract sum of four hundred twenty-seven thousand six hundred ninety-three and 10/100 (\$ 427,693.10) over the two year term of this Agreement (herein "Contract Sum"), except as provided in section 1.4.

### 2.2 Method of Payment.

Contractor shall submit to the City, an invoice for services rendered prior to the date of the invoice. In accordance with the "Schedule of Compensation" Exhibit "B", 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.

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 Contract Officer or labor compliance officer. Upon completion of the work by the contractor, a final inspection shall be made by the City.

### 2.3 Payments Withheld

Contractor hereby authorizes City to deduct from any amount payable to Contractor:

(i) Performance Deficiencies noted in the Landscape Maintenance Performance Field Review Report, (ii) claims filed or reasonable evidence indicating probable filing of claims by third parties against the City arising from the performance of the Contractor or any subcontractor under this agreement, (iii) maintenance not being performed or completed by Contractor, (iv) EMWD Non-Compliance Settlement/Excessive Water Use Charges, and (v) under-watering (failure to use 70% of allowable water budget). 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 for a claim of lien, City may withhold from any payment due, without liability for

interest because 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. Withholding of payment for damaged irrigation components, or loss of any plant material may be released to the Contractor upon repair or replacement of the needed items or completion of work. Liquidated Damages for incomplete or inadequate maintenance performed at the required schedules, and under-watering shall be a permanent deduction. Liquidated Damages for water usage in excess of EMWD's monthly maximum allowable water budget, or other EMWD non-compliance settlement charges shall be permanent deductions.

### **3.0 PERFORMANCE SCHEDULE**

#### **3.1 Time of Essence**

Time is of the essence in the performance of this Agreement.

#### **3.2 Schedule of Performance**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding ninety (90) days cumulatively.

#### **3.3 Liquidated Damages**

The City has set up specific criteria, which are described in the "Scope of Services" attached hereto as Exhibit "A", to evaluate the performance of the Contractor and to calculate Liquidated Damages for each of the following: 1) lack of compliance to specifications (i.e. failure to adequately mow, edge, litter pick, sweep/rake, weed, prune, remove dead plant material, etc.); 2) failure to provide specified reports or to falsify reports; 3) failure to supply adequate equipment, labor or supervision; 4) failure to repair irrigation deficiencies in the allotted time frame; 5) failure to comply with the schedule of performance; 6) failure to protect public health and safety; 7) failure to provide contractor/company identification on vehicles or for employees; and 8) failure to comply with monthly EMWD water budgets resulting in non-compliance settlement charges and other fines by EMWD.

Since the determination of actual damages for any delay in performance of this Agreement, or for non-compliance with EMWD Monthly Water Budgets resulting in non-compliance settlement charges or other EMWD fines would be extremely difficult or impractical to determine in the event of a breach of this Agreement; the Contractor and its sureties shall be liable for and shall pay to the City the cost of actual damages and/or the "Percentage of Non-Compliance" as calculated by the Landscape Maintenance Performance Field Review; and/or fines levied by EMWD for non-compliance settlement charges.

### 3.4 Force Majeure

The time period(s) specified in the Schedule of Performance 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. Contractor shall 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.

## 4.0 COORDINATION OF WORK

### 4.1 Representative of Contractor.

Carlos Adame, is hereby 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.

### 4.2 Contract Officer.

Michael Morales, or his designee, 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 by providing written notice to Contractor.

### 4.3 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.

### 4.4 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.

## 5.0 INSURANCE AND INDEMNIFICATION AND BONDS

### 5.1 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) Comprehensive General Liability Insurance.

A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$1,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$1,000,000.00 per occurrence and \$1,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

#### (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 occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

#### (c) Automotive 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, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. 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 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

The Contractor agrees that the provisions of this Section 5.1 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 persons 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 require the subcontractor to maintain the same polices of insurance that the Contractor is required to maintain pursuant to this Section.

#### 5.2 Indemnification.

Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of the City.

#### 5.3 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 4 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.

#### 5.4 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 five percent of the total amount payable by the 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.



#### 5.4 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in a sum not less than five percent of the total amount payable by the terms of the 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.

### 6.0 TERM

#### 6.1 Term.

The term of this Agreement shall commence October 1, 2020 and shall continue until October 1, 2022 unless earlier terminated in accordance with Section 6.2 below.

#### 6.2 Termination Prior to Expiration of Term.

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

#### 6.3 Contract Renewals

The two (2) year contract period may be renewed annually for up to a maximum of two (2) additional one year periods under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both Parties. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one year period. Negotiated price increase during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised.

### 7.0 MISCELLANEOUS

#### 7.1 Covenant 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 ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

7.2 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.

7.3 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.

7.4 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, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF PERRIS, 101 North D Street, Perris, CA 92570, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

7.5 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 four (4) years after expiration of any agreement.

7.6 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said 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.

Contractor or Subcontractors shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All Contractors and Subcontractors who perform work on this project must furnish electronic certified payroll reports directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

#### 7.7 Prevailing Wages

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 (Lab. Code § 1773.2.). The statutory provisions for penalties for failure to pay prevailing wages (Lab. Code § 1775) and for penalties for failure to comply with state's wage and hour laws shall be enforced. (Lab. Code § 1813.)

#### 7.8 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 than 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.

#### 7.9 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 State Apprenticeship Agency; and shall certify these records upon request by the City.

#### 7.10 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.

7.11 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.

7.12 Severability.

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

7.13 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.14 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

7.15 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]

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

**CITY:**

CITY OF PERRIS,  
a municipal corporation




Clara Miramontes, City Manager

**ATTEST:**

  
Nancy Salazar, City Clerk

APPROVED AS TO FORM:  
Aleshire & Wynder, LLP

  
Eric L. Dunn, City Attorney

**CONTRACTOR:**

ADAME LANDSCAPE, INC.

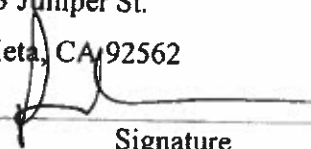


Carlos Adame, CEO

**Address:**

41863 Juniper St.  
Murrieta, CA 92562

By:



Signature

Roberto Adame - President  
Print Name and Title

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

(CORPORATE SEAL)  
ATTEST

[END OF SIGNATURES]



10.K.

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** May 31, 2022

**SUBJECT:** Approval of a Water Filtration and Recirculation Pump Project Equipment for the Mercado Park Splash Pad located at 925 South D Street, Perris, CA.

**REQUESTED ACTION:** That the City Council approve the purchase of Project Equipment for the Mercado Park Splash Pad for the amount of \$129,803.19.

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

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### **BACKGROUND/DISCUSSION:**

The City was awarded funding in the amount of \$225,624 through the Per Capita Grant Program to proceed with park improvements to the Mercado Park Splash Pad located at 25 South D Street, Perris, CA. The project is proposed to install a new water filtration and recirculation pump system ("Project Equipment") for the splash play area. The proposed project will result in a City cost savings of approximately \$70,000 per year once installed.

The project is currently in design development and it is staff's intent to proceed with the purchase of equipment to advance in lead times of 8 – 12 weeks, and avoid material and delivery delays. Installation of the Project Equipment will be included as part of the construction project scope and bidding in the near future. Staff solicited bids and is recommending the purchase of Project Equipment from Aqua Worx in the amount of \$129,803.19. Costs associated with this purchase request is reimbursable through grant funding.

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**BUDGET (or FISCAL) IMPACT:** Cost associated with the equipment purchase for the Mercado Park Splash Pad in the amount of \$129,803.19 is reimbursable through the Per Capita Grant Funding (CIP #P048).

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Prepared by: Martin E. Martinez, Management Analyst

**REVIEWED BY:**

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

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

Deputy City Manager ER

Attachments: 1: Project Location  
2: Bid Summary

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



**CITY OF PERRIS**  
COMMUNITY SERVICES

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# **Attachment #1**

## **Project Location**



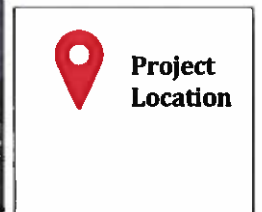


# CITY OF PERRIS

COMMUNITY SERVICES

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## Project Location Map





**CITY OF PERRIS**  
COMMUNITY SERVICES

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# **Attachment #2**

## **Bid Summary**



# CITY OF PERRIS

COMMUNITY SERVICES

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## Bid Summary

**Project:** CIP#P048 -Mercado Park Water Re-Circulation Project

**Description:** The City has obtained pricing from qualified splash pad equipment vendors/distributors for the direct purchase of a new water filtration and circulation pump system for the Mercado Park Splash Pad in the City of Perris. Three vendor quotes were solicited to include complete filtration pump system design, engineered stamp drawing, total parts and equipment required for complete installation, all freight and shipping costs, taxes, as well as plan submittal assistance and support to ensure permit compliance through Riverside County Health Department as required. Please see quotes below.

Vendor /Manufacturers	Price
1) <b>Aqua Worx</b> Filtration System Manufacturer	\$ 129,803.19
2) Coast Recreation Inc. <b>(Aquatix)</b> Filtration Equipment Manufacturer	\$ 187,420.00
(3) Water Odyssey by Fountain People <b>(Water Odyssey)</b> Filtration Equipment Manufacturer.	\$ 191,015.00



# Quote

10601 Oak St NE  
 St Petersburg, FL 33716  
 Phone: 727-329-8845  
 Fax: 727-289-7126

Date	Quote #
5/16/2022	15159 D
Terms	PO #
30% deposit, balance.	
Eng	
Ship To	

Name / Address
CITY OF PERRIS

Customer Contact	Customer Phone	Customer Fax	Job	Rep
			MERCADO PARK	House

Qty	Item	Description	Price Each	Amount
1	ATFSWF8/S...	FILTRATION SYSTEM FOR WATER FEATURES (1)3HP/VS Pentair rec.pump,(1)TR140 sand filter,3HP/ VS Pentair feature pump,(1) 45m2 Stenner,(1)45m4 steener, CAT4000/ORP,Clear Comfort CCW300A single cart system,flowmeter,pressure gauge,gfi,service light,,5'x11' and reinforced fiberglass cabinet with locking lid 125 amp subpanel Remote AT4000 gallon collector tank with (4)ST155 vac cart filters,auto fill,valves,locking lid (2)chemical crocks,4" elec. ram diverter,debris trap	115,467.00	115,467.00T
1	customS	Stamped Engineering Plans for Plumbing and Electrical  INCLUDES SHIPPING AND START UP OF SYSTEM BY AQUAWORX IN MERCADO PARK CA	5,000.00	5,000.00T

<b>PLEASE RETURN SIGNED QUOTE FOR ORDER CONFIRMATION.</b>		<b>Subtotal</b>	\$120,467.00
Signature _____		<b>Sales Tax (7.75%)</b>	\$9,336.19
<small>Ownership of all materials listed on this invoice shall be vested in the seller, Aquaworx Inc until said materials are fully paid for. If this invoice has to be collected through an attorney then purchaser agrees to pay all reasonable costs for the making of the collection. Venue will be in St Petersburg FL. Sellers liability is limited to buyers purchase price of the materials. Quoted prices are valid for 30 days with freight subject to change. Aquaworx adds a 3% service fee to credit or debit card payments. Cancellations or returns are not accepted without prior authorization in writing and subject to a 40% Re-Stocking Fee. Notice of Commencement must accompany all orders.</small>		<b>Total</b>	\$129,803.19
<b>Thank You for Your Order</b>			

Please Choose: GREEN or WHITE  
 TEST CAPS or INSTALLED VALVES  
 DESIRED SHIP DATE: \_\_\_\_\_

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**SUBMITTAL PACKAGE**  
*AquaWorx Filtration Systems*



**MERCADO SPLASH  
PAD**

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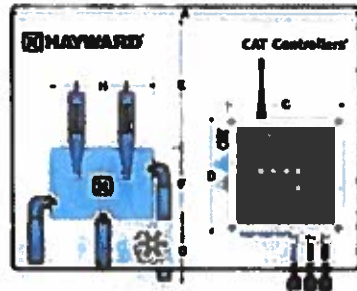


## TECHNICAL SPECIFICATIONS

Enclosure	7" x 7" x 2.3" glass-filled polycarbonate
Interface	UV-protected Lexan membrane switch
Certifications	UL94-V0 (UL 744 C5), NEMA type 1, 4, 4X, 6, 12, 13 NSF / ANSI Standard 50
Display	2 x 20 character vacuum fluorescent
Keys	Embossed with stainless tactile domes
Display Range	pH 1.0-9.9 / ORP 5-995 mV
Flow Cell	Injection molded with integral baffles Machined acrylic (optional)
Backboard	CNC machined and beveled PVC
Flow Sensor	Magnetic with embedded reed switch Digital rotary (optional)
Power Input	USA - 15 Amp, 120 VAC 60 Hz Intl - 10 Amp, 230 VAC 50/60 Hz*
Communications	Bi-directional wireless reflex Wi-Fi and Cellular connectivity option
Internet URL	poolcomm.com
Mobile App	Available for iPhone® and Android® devices
Latency	< 5 minutes per path
Alarm Format	Email, text message, visual, audible
Safety Systems	pH low and high alarms ORP low and high alarms pH priority feed Supplemental feed modes pH and ORP overfeed timeout Flow alarms
Set Point Range	pH 7.0-9.0 ORP 200-995 mV
Control Accuracy	pH +/- 0.1 pH ORP +/- 5.0 mV
Alarm Ranges	pH - low 4.0 pH / high 9.0 pH ORP - low 200 mV / high 995 mV
Mode Selections	pH automatic / off / manual for 30 minute direct feed ORP automatic / off / manual for 30 minute direct feed pH feed - acid or base ORP mode - auto / set pH mode - auto / set / calibrate
Optional Equipment	Optical level sensors Digital flow rate sensor Rotary flow sensor Remote dome antenna
Outputs	pH feed, 4 Amp, 115 VAC ORP feed, 4 Amp, 115 VAC AUX - 1 - dry contact, 1 Amp max
Warranty	5-year limited warranty on controller 2-year warranty on sensors

## PART NUMBERS

PART NUMBERS	DESCRIPTION	CARTON	
		QTY	WEIGHT
CAT-4000-WIFI	CAT 4000® Standard Package** with Wi-Fi	1	15 lbs
CAT-4000-CELL	CAT 4000 Standard Package** with Cell	1	15 lbs
CATPP4000WIFI	CAT 4000 Professional Package*** with Wi-Fi	1	20 lbs
CATPP4000CELL	CAT 4000 Professional Package*** with Cell	1	20 lbs



## DIMENSIONS

A	21"
B	14"
C	8.25"
D	4.5"
E	6"
F	14"
G	7"
H	3.125"

## OPTIONAL EQUIPMENT

PART NUMBER	DESCRIPTION	CARTON	
		QTY	WEIGHT
HCSC110	Saline C® 11.0 Salt Chlorine Generator	1	50 lbs
HCSC60	Saline C® 6.0 Salt Chlorine Generator	1	25 lbs
HCSJB0X-BU	Sanitizer Back-up Junction Box	1	3 lbs.
AOL-CHEM4-ACID	Complete pH Chemical Feed System with 15-Gal Ion Tank and Containment Tray	1	24 lbs.
AOL-CHEM4-CHLOR	Complete Cl Chemical Feed System with 15-Gal Ion Tank and Containment Tray	1	24 lbs.
AC004	Standard CO <sub>2</sub> System	1	7 lbs.



CO<sub>2</sub> FEEDER



pH/Cl CHEMICAL FEED SYSTEMS



SALINE C® SYSTEM

\*For international voltage and part number information please contact your local Hayward Sales Representative

\*\*Standard Package includes Molded Flow Cell and Float Style Flow Sensor

\*\*\*Professional Package includes Machined Acrylic Flow Cell and Rotary Flow Sensor

• [haywardcommercialpool.com](http://haywardcommercialpool.com) • (301) 838-4001

CAT 4000 Controllers are listed by



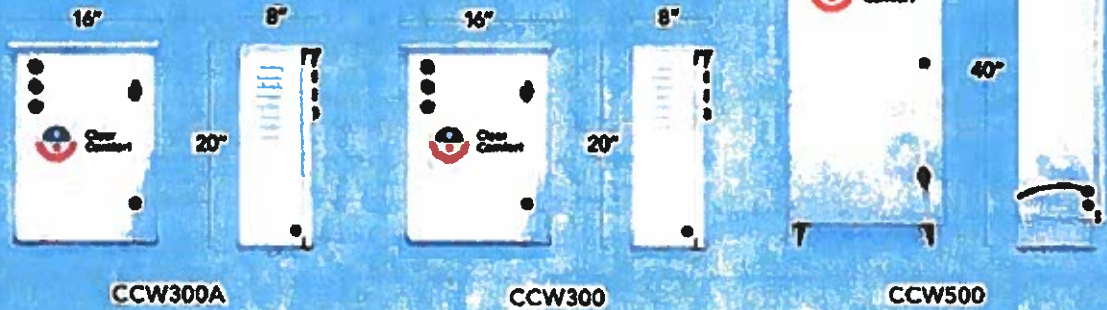
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SPECC400B16

**HAYWARD**  
COMMERCIAL AQUATICS



## System Specifications



	CCW300A	CCW300	CCW500
Max. Flow Rate	350 GPM	700 GPM	2,000 GPM
Typical Application	Entry Commercial	Medium Commercial	Large Commercial
Operating Voltage	120V or 240V	120V or 240V	120V or 240V
Power Use	20 Watts	40 Watts	120 Watts
Install Space	H 25" W 30" D 25"	H 25" W 30" D 25"	H 47" W 36" D 27"

### Patron Benefits

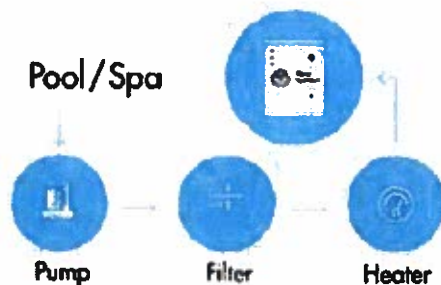
- Clean, crystal clear water quality
- Fresh air quality without "pool" odor
- No more irritated eyes, skin or allergic reactions
- Kind to hair & bathing suits
- Sustainable & eco-friendly

### By the Numbers

- 50%-90% Reduction of combined chlorine & other chlorine DBPs
- 99.99% (4-log) Reduction of Crypto
- 30% - 50% Reduction of chemicals
- 80%+ Less energy & up to 50% less operating costs than UV

### Install & Operation

- Easy system maintenance with an annual cartridge exchange
- Low energy, install & operating costs
- No downtime for annual maintenance
- Maintain without lamps, special tools or professional training
- Minimal install footprint



### Simple System Integration

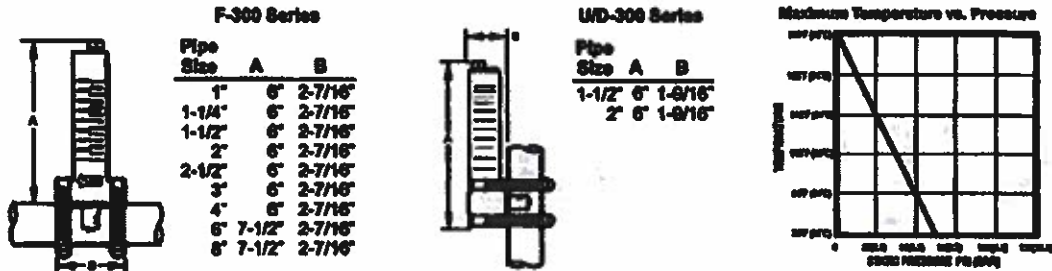
- Venturi injector installation
- Simple plumbing integration
- No degas required
- Non-corrosive for equipment & surfaces



# Blue-White Industries, Ltd.

## Pitot Tube Insertion Meters

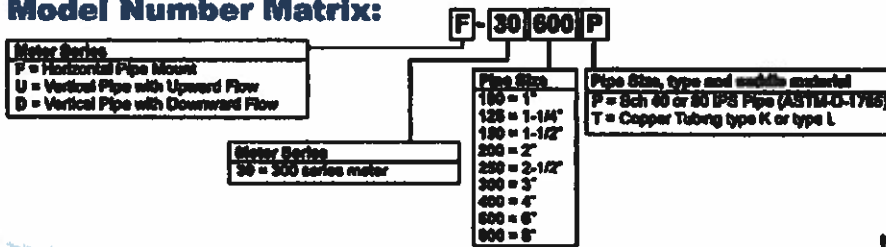
### Dimensions:



### Flow Stream Requirements:

Low viscosity fluids with a specific gravity of 1.0.

### Model Number Matrix:



Note: see available models below.

### Pipe Size, Flow Range and Display Model Options:

#### Models for Mounting on Horizontal Pipe

##### Models for U.S. IPS Sch40 & 80 Pipe (ASTM 1785) Display in U.S. Gallons per Minute

Pipe Size	Sch40	Sch80	Model Number
1"	6 to 36	4 to 36	F-30100P
1-1/4"	8 to 50	6 to 48	F-30125P
1-1/2"	10 to 70	10 to 60	F-30150P
2"	20 to 100	18 to 100	F-30200P
2-1/2"	25 to 150	25 to 150	F-30250P
3"	40 to 200	30 to 210	F-30300P
4"	70 to 400	70 to 370	F-30400P
6"	120 to 700	100 to 600	F-30500P
8"	200 to 1200	175 to 1000	F-30600P

##### Models for Copper Tubing types K & L Display in U.S. Gallons and Liters per Minute

Pipe Size	GPM Flow Range	LPM Flow Range	Model Number
1"	4 to 36	15 to 100	F-30100T
1-1/2"	10 to 65	37 to 220	F-30150T
2"	20 to 105	75 to 400	F-30200T

#### Models for Mounting on Vertical Pipe

##### Models for U.S. IPS Sch40 Pipe (ASTM 1785) Display in U.S. Gallons and Liters per Minute

Pipe Size	GPM Flow Range	LPM Flow Range	Flow Direction	Model Number
1-1/2"	20 to 100	75 to 375	UP	U-30150P
1-1/2"	20 to 100	75 to 375	DOWN	D-30150P
1-1/2"	8 to 36	30 to 135	UP	U-30100P
1-1/2"	8 to 36	30 to 135	DOWN	D-30100P
2"	40 to 160	150 to 600	UP	U-30200P
2"	40 to 160	150 to 600	DOWN	D-30200P
3"	70 to 280	260 to 1100	UP	U-30300P
3"	70 to 280	260 to 1100	DOWN	D-30300P

##### Models for Copper Tubing types K & L Display in U.S. Gallons and Liters per Minute

Pipe Size	GPM Flow Range	LPM Flow Range	Flow Direction	Model Number
1-1/2"	20 to 100	75 to 375	UP	U-30150T
1-1/2"	20 to 100	75 to 375	DOWN	D-30150T
1-1/2"	8 to 36	30 to 135	UP	U-30100T
1-1/2"	8 to 36	30 to 135	DOWN	D-30100T
2"	40 to 160	150 to 600	UP	U-30200T
2"	40 to 160	150 to 600	DOWN	D-30200T
3"	70 to 280	260 to 1100	UP	U-30300T
3"	70 to 280	260 to 1100	DOWN	D-30300T



5300 Business Drive, Huntington Beach, CA 92649  
Tel: 714-833-8328 Fax: 714-834-8482  
www.blue-white.com Email: sales@blue-white.com

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Technical Data sheet #00000-071 rev.01142017

# CONSISTENT FLOW. ULTRA-EFFICIENT, HYDRAULIC DESIGN.

THE ULTIMATE PERFORMANCE  
COMBINATION FOR LARGE AND  
FEATURE-RICH POOLS.

up to  
**90%\***  
energy savings

#### ELIMINATE THE GUESSWORK

The IntelliPrex™ VSP Pump is the first to adjust to changes in flow conditions to maintain a pre-programmed flow rate. It's the only pump control to keep pump flow constant throughout the entire filtration cycle.

#### HIGHEST AVAILABLE EFFICIENCY

Since the IntelliPrex™ VSP Pump is ultra energy efficient, you can experience incredible energy savings, up to 90%, when compared to conventional single or two-speed pumps.

#### SUPERIOR HYDRAULIC DESIGN

The IntelliPrex™ VSP Pump is specifically suited for large, feature-rich pools with high flow elements like waterfalls, slides, spas and edges, and more.

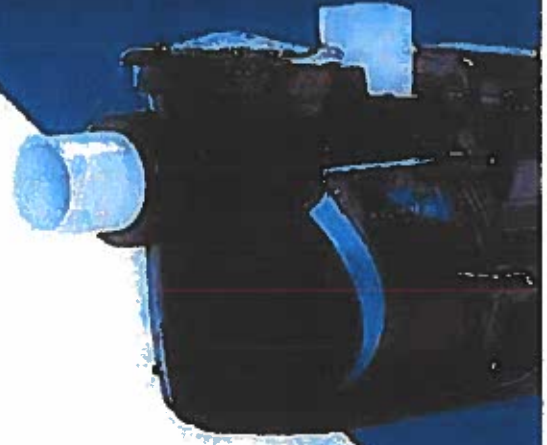
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INTELLIPREX™ VSP (10033155)

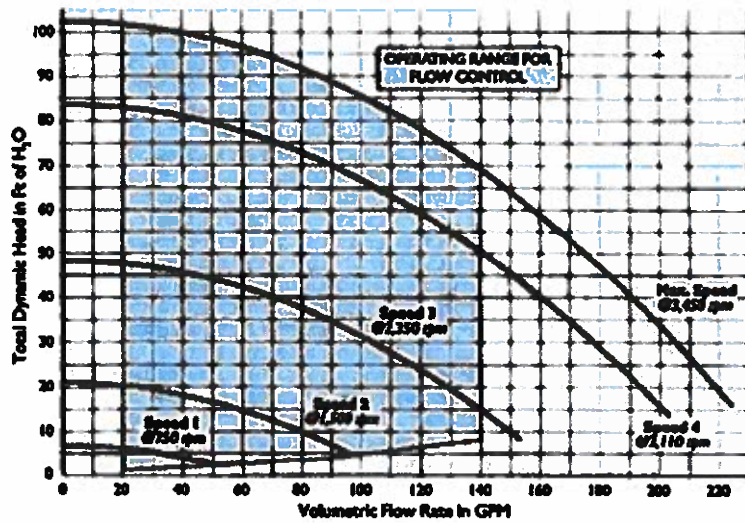
# INTELLIPROXF VSF

## VARIABLE SPEED AND FLOW PUMP

CONSISTENT FLOW CONTROL AND HIGHST AVAILABLE SAVINGS  
IN OUR MOST EFFICIENT PUMP



### PERFORMANCE CURVES



*Simply Smarter.*



The IntelliPro<sup>XF</sup> VSF Variable Speed and Flow Pump has earned the EcoSelect brand distinction as one of the greenest and most efficient choices from Pentair.



The TradeGrade family of products is exclusively made for and sold by the world's most outstanding pool professionals.

400 Regency Forest Dr | Cary, NC 27618 | United States | 800.831.7133 | [pentair.com](http://pentair.com)

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PI 634 07/2021 07321 Pentair. All Rights Reserved

# CLASSIC SERIES SINGLE HEAD ADJUSTABLE SPECIFICATIONS

STENNER PUMPS

**FLOW RATE OUTPUT CONTROL**  
External dial ring, 5-100% in 2.5% increments

**MAXIMUM WORKING PRESSURE**  
25 psi (1.7 bar), 100 psi (6.9 bar)

**MAXIMUM OPERATING TEMPERATURE**  
125°F (52°C)

**MAXIMUM SUCTION LIFT**  
25 ft (7.6 m) vertical lift, based on water

**MOTOR TYPE** 1/30 HP, shaded pole, class B

**SHAFT RPM (average maximum)**  
26 or 44

**DUTY CYCLE** Continuous

**MOTOR VOLTAGE (Amp Draw)**  
120V 60Hz 1PH (1.7)  
220V 60Hz 1PH (0.9)  
230V 50Hz 1PH (0.9)  
250V 50Hz 1PH (0.9)

**POWER CORD TYPE**  
120V 60Hz, 220V 60Hz: SJTOW,  
230V 50Hz, 250V 50Hz: H05VV-F

**POWER CORD PLUG END**  
120V 60Hz NEMA 5-15P  
220V 60Hz NEMA 6-15P  
230V 50Hz CEE7/7  
250V 50Hz CEE7/7

**MATERIALS OF CONSTRUCTION**  
All Housings Polycarbonate

**Pump Tube**  
Santoprene™, FDA approved or Verslon™

**Check Valve Duckbill**  
Santoprene™, FDA approved or Pellethane™

**Pump Head Rollers** Polyethylene

**Roller Bushings** Oil Impregnated bronze

**Suction/Discharge Tubing, Ferrules**  
Polyethylene, FDA approved

**Tube and Injection Fittings**  
PVC or Polypropylene, NSF listed

**Connecting Nuts** PVC, NSF listed

**Section Line Strainer and Cap**  
PVC or Polypropylene, NSF listed with Ceramic Weight

**All Fasteners** Stainless steel

**Pump Head Latches** Polypropylene

**ACCESSORY KIT SHIPPED WITH EACH PUMP**

- 3 Connecting nuts 1/4" or 3/8"
- 3 Ferrules 1/4" or 6 mm Europe
- 1 Injection check valve 100 psi (6.9 bar) max.  
OR 1 Injection fitting 25 psi (1.7 bar) max.
- 1 Weighted suction line strainer  
1/4", 3/8" or 6 mm Europe
- 1 20' Roll suction/discharge tubing  
1/4" or 3/8", white or UV black  
OR 6 mm White Europe
- 1 Additional pump tube
- 2 Additional latches
- 1 Mounting bracket
- 1 Manual

\* Santoprene™ is a registered trademark of Exxon Mobil Corporation.

\*\* Verslon™ is a registered trademark of Saint-Gobain Performance Plastics.

† Pellethane™ is a registered trademark of Lubrizol Advanced Materials, Inc.

## FLOW RATE OUTPUT CHART

Single Head Adjustable 25 psi (1.7 bar) maximum. Approximate 20:1 turndown, 2.5% increments

Model	Inlet Number Feet	Pump Tube	Gallons per Day	120V 60Hz			220V 60Hz			230V 50Hz			250V 50Hz		
				5.0	10.0	15.0	5.0	10.0	15.0	5.0	10.0	15.0	5.0	10.0	15.0
45M1	45M1.1	1	0.2 to 3.0	0.01 to 0.13	0.02 to 0.27	0.8 to 11.4	0.03 to 0.48	0.50 to 7.92	0.8 to 9.1	0.02 to 0.30	0.31 to 0.32	0.8 to 9.1	0.02 to 0.30	0.31 to 0.32	
45M2	45M1.2	2	0.5 to 10.0	0.02 to 0.42	0.04 to 0.89	1.9 to 27.3	0.08 to 1.88	1.32 to 26.82	1.8 to 20.3	0.05 to 1.30	1.04 to 21.04	1.8 to 20.3	0.05 to 1.30	1.04 to 21.04	
45M3	45M1.3	3	1.1 to 20.0	0.05 to 0.85	0.10 to 1.88	4.2 to 62.3	0.18 to 3.47	2.92 to 67.85	2.9 to 36.6	0.14 to 2.78	2.38 to 46.35	2.9 to 36.6	0.14 to 2.78	2.38 to 46.35	
45M4	45M1.4	4	1.7 to 30.0	0.07 to 1.48	0.15 to 3.11	6.4 to 102.5	0.27 to 6.82	4.44 to 92.61	6.1 to 105.0	0.21 to 4.42	3.84 to 74.81	6.1 to 105.0	0.21 to 4.42	3.84 to 74.81	
45M5	45M1.5	5	2.3 to 40.0	0.10 to 2.09	0.22 to 4.44	8.6 to 159.3	0.40 to 7.88	6.60 to 131.43	7.8 to 151.4	0.32 to 6.31	5.50 to 104.14	7.8 to 151.4	0.32 to 6.31	5.50 to 104.14	
45M1	45M1.1	1	0.5 to 5.0	0.01 to 0.21	0.03 to 0.44	1.1 to 18.3	0.05 to 0.79	0.78 to 13.13	0.9 to 14.3	0.04 to 0.63	0.62 to 10.49	0.9 to 14.3	0.04 to 0.63	0.62 to 10.49	
45M2	45M1.2	2	0.8 to 17.0	0.03 to 0.71	0.07 to 1.51	3.0 to 64.4	0.13 to 2.88	2.69 to 44.69	2.4 to 57.3	0.10 to 2.15	1.67 to 35.36	2.4 to 57.3	0.10 to 2.15	1.67 to 35.36	
45M3	45M1.3	3	2.0 to 40.0	0.08 to 1.87	0.18 to 3.95	7.8 to 131.4	0.32 to 6.31	5.57 to 105.14	6.1 to 121.3	0.25 to 5.05	4.54 to 84.35	6.1 to 121.3	0.25 to 5.05	4.54 to 84.35	
45M4	45M1.4	4	3.0 to 60.0	0.13 to 2.9	0.27 to 5.53	11.4 to 227.1	0.49 to 9.48	7.92 to 187.71	8.1 to 181.7	0.38 to 7.57	6.32 to 126.16	8.1 to 181.7	0.38 to 7.57	6.32 to 126.16	
45M5	45M1.5	5	4.3 to 80.0	0.18 to 3.94	0.39 to 7.95	16.3 to 321.8	0.68 to 13.4	11.34 to 223.40	12.0 to 267.4	0.54 to 10.73	9.03 to 179.73	12.0 to 267.4	0.54 to 10.73	9.03 to 179.73	

Approximate Output @ 60Hz

Single Head Adjustable 100 psi (6.9 bar) maximum. Approximate 20:1 turndown, 2.5% increments

Model	Inlet Number Feet	Pump Tube	Gallons per Day	120V 60Hz			220V 60Hz			230V 50Hz			250V 50Hz		
				5.0	10.0	15.0	5.0	10.0	15.0	5.0	10.0	15.0	5.0	10.0	15.0
45MP2	45M1.1	1	0.2 to 3.0	0.01 to 0.13	0.02 to 0.27	0.8 to 11.4	0.03 to 0.48	0.50 to 7.92	0.8 to 9.1	0.02 to 0.30	0.31 to 0.32	0.8 to 9.1	0.02 to 0.30	0.31 to 0.32	
45MP10	45M1.2	2	0.5 to 10.0	0.02 to 0.42	0.04 to 0.89	1.9 to 27.3	0.08 to 1.88	1.32 to 26.82	1.8 to 20.3	0.05 to 1.30	1.04 to 21.04	1.8 to 20.3	0.05 to 1.30	1.04 to 21.04	
45MP22	45M1.3	3	1.1 to 20.0	0.05 to 0.85	0.10 to 1.88	4.2 to 62.3	0.18 to 3.47	2.92 to 67.85	2.9 to 36.6	0.14 to 2.78	2.38 to 46.35	2.9 to 36.6	0.14 to 2.78	2.38 to 46.35	
45MP16	45M1.4	4	1.7 to 30.0	0.07 to 1.48	0.15 to 3.11	6.4 to 102.5	0.27 to 6.82	4.44 to 92.61	6.1 to 105.0	0.21 to 4.42	3.84 to 74.81	6.1 to 105.0	0.21 to 4.42	3.84 to 74.81	
45MP17	45M1.5	5	2.3 to 40.0	0.10 to 2.09	0.22 to 4.44	8.6 to 159.3	0.40 to 7.88	6.60 to 131.43	7.8 to 151.4	0.32 to 6.31	5.50 to 104.14	7.8 to 151.4	0.32 to 6.31	5.50 to 104.14	
45MP10	45M1.2	2	0.8 to 17.0	0.03 to 0.71	0.07 to 1.51	3.0 to 64.4	0.13 to 2.88	2.69 to 44.69	2.4 to 57.3	0.10 to 2.15	1.67 to 35.36	2.4 to 57.3	0.10 to 2.15	1.67 to 35.36	
45MP17	45M1.3	3	2.0 to 40.0	0.08 to 1.87	0.18 to 3.95	7.8 to 131.4	0.32 to 6.31	5.57 to 105.14	6.1 to 121.3	0.25 to 5.05	4.54 to 84.35	6.1 to 121.3	0.25 to 5.05	4.54 to 84.35	
45MP10	45M1.4	4	3.0 to 60.0	0.13 to 2.9	0.27 to 5.53	11.4 to 227.1	0.49 to 9.48	7.92 to 187.71	8.1 to 181.7	0.38 to 7.57	6.32 to 126.16	8.1 to 181.7	0.38 to 7.57	6.32 to 126.16	

Approximate Output @ 60Hz

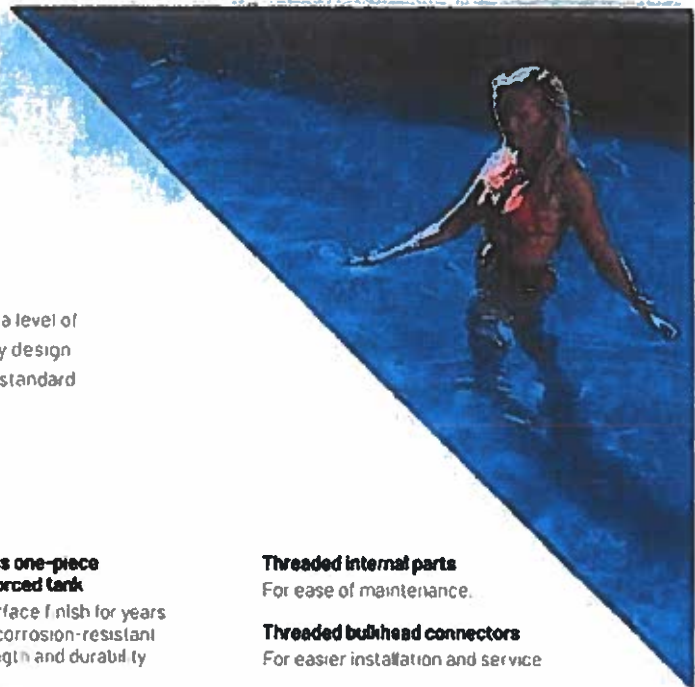
**NOTE:** Injection check valve included with pumps rated 100 psi (6.9 bar) maximum.

**NOTE:** The information within this chart is solely intended for use as a guide. The output data is an approximation based on pumping water under a controlled testing environment. Many variables can affect the output of the pump. Stenner Pump Company recommends that all existing pumps undergo field calibration by means of analytical testing to confirm their outputs. The information contained in this chart is not intended for specific application purposes. Stenner Pump Company reserves the right to make changes to prices, products, and specifications at any time without prior notice.

## TRITON™ II FIBERGLAS SAND FILTER

# The best reputation in the industry for all the right reasons.

Besides its filtration performance, the Triton II Filter delivers a level of dependability and ease of operation and maintenance. Every design detail has been refined to make the Triton II Filter the industry standard.



### KEY FEATURES

#### Heavy-duty closure

For easy access with built-in pressure relief valve, making inspection and maintenance faster and easier.

#### Swing-away water diffuser

Allows instant access to sand and all internal parts.

#### Combination sand-and-water drain

Speeds servicing and winterizing.

#### GlasLok™ process one-piece fiberglass-reinforced tank

UV-resistant surface finish for years of dependable, corrosion-resistant, unequal strength and durability.

#### Flow system design

Controls filtration quality and helps ensure maximum run times between backwashing to save you time.

#### Threaded internal parts

For ease of maintenance.

#### Threaded bulkhead connectors

For easier installation and service.

#### Time-proven internal design

Ensures that all water receives maximum filtration for crystal-clear results.

Model Number	Filter Area Sq. Ft.	Vertical Clearance*	Filter Diameter	Required Sand** (lbs.)	Flow Rate GPM (Comm.)	Turnover Capacity—Res. (Gallons)		
						8 hrs.	10 hrs.	12 hrs.
TR 40	1.92	32.5"	19"	175	38	18,240	22,800	27,360
TR 50	2.46	36.75"	21"	225	49	23,520	29,400	35,280
TR 60	3.14	37.5"	24"	325	63	30,240	37,800	45,360
TR 100	4.91	41.75"	30"	600	74	35,520	44,400	53,280
TR 140	7.08	47.25"	36"	925	106	50,880	63,600	76,320

\*Required clearance to remove the closure.  
Use standard #20 silica sand.



400 Regency Forest Dr | Cary, NC 27618 | United States | 800.831.7133 | pentair.com

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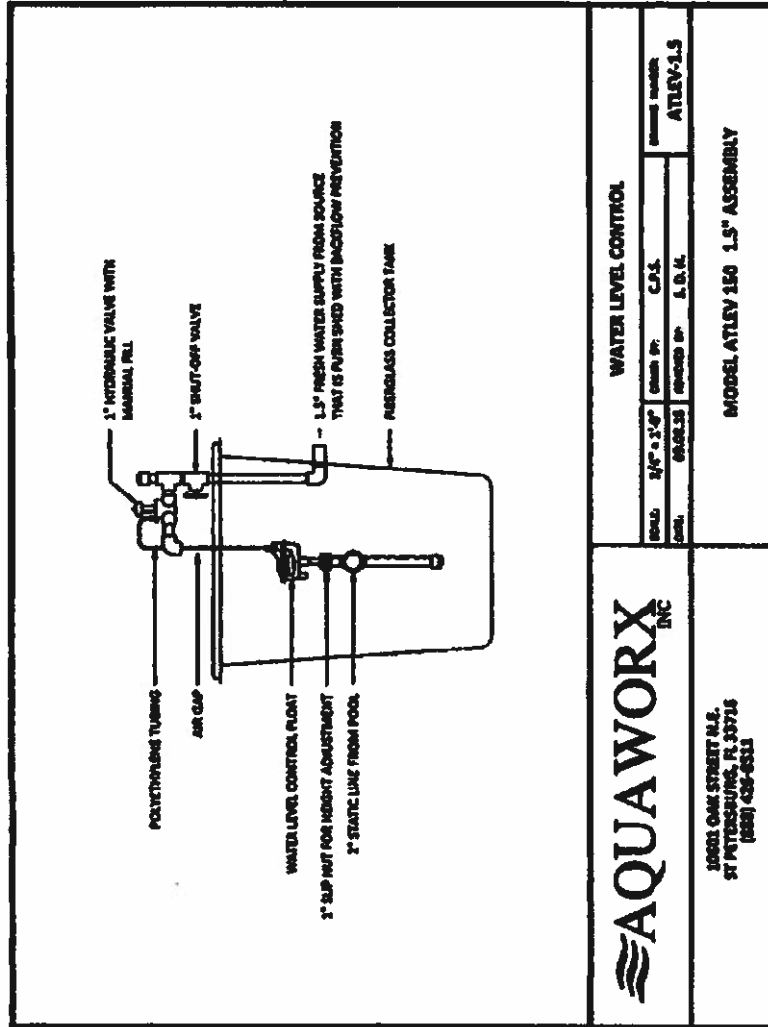
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P-001-012

## TRADEGRADE

The TradeGrade family of products is exclusively made for and sold by the world's most demanding pool professionals.





**AQUAWORX**  
INC

10001 OAK STREET N.E.  
ST. PETERSBURG, FL 33716  
(888) 438-8511

**WATER LEVEL CONTROL**

SOLE:	2 1/2" x 3 1/2"	ORIGIN FR:	C.A.S.	MODEL NUMBER:	ATLEV-1.5
DATE:	04/02/05	REVISED BY:	J.D.H.		

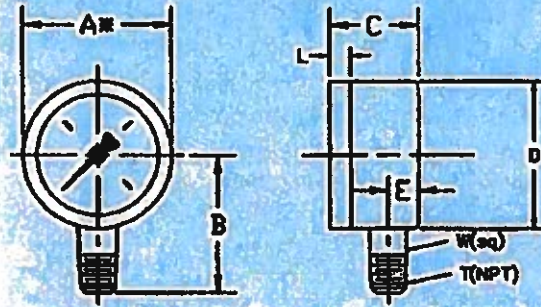
MODEL ATLEV 150 1.5" ASSEMBLY

## Optional Extras

- Accuracy  $\pm 2\frac{1}{2}\%$  of span (ASME B40.100 Grade A)
- Slip-fit or friction ring
- Case with blowout plug
- Glass window (requires slip-fit or friction ring)
- Black painted steel case
- Stainless steel case
- Brass polished case and friction ring (2½" only)
- Special case colors
- Special connections (limited to wrench flat area)
- Cleaned for oxygen service
- Nickel plated connection
- Medical specification
- Rubber cover (2", 2½")
- Custom dial layout
- Other pressure scales available:  
bar, kPa, MPa, kg/cm² and dual scales
- EN standards
- Red set pointer on aluminum dial or on snap-on window
- External adjust red drag pointer  
(black steel - 2½" case only)

Note: Press-fit brass resistor standard for 111.10B, 1,000 psi to 6,000 psi

## Dimensions



### Type 111.10

Size		A	B	C	D	E	L	T	W
1.5"	mm	40	38	28	39	9.5	3.2		14
	in	1.50	1.42	1.02	1.54	0.38	0.13	1/8"	0.55
2"	mm	50	45	27	49	10	3.3		14
	in	1.97	1.77	1.06	1.93	0.39	0.13	1/4"	0.55
2.5"	mm	63	53.5	28	61.5	10	3.4		14
	in	2.48	2.11	1.10	2.42	0.39	0.14	1/4"	0.55
4"	mm	100	83.5	30	99	11.5	3.8		14
	in	3.94	3.29	1.18	3.9	0.45	0.15	1/4"	0.55

### Type 111.10B (brass case version)

Size		A	B	C	D	E	L	T	W
2.5"	mm	63	52	27	61.5	9.5	10		14
	in	2.48	2.05	1.06	2.42	0.37	0.39	1/4"	0.55





3151 Airway Avenue, #A-3  
 Costa Mesa, CA 92626  
 Ph: 714.619.0100

**PROPOSAL for  
 AQUATIX by LANDSCAPE STRUCTURES**

**JOB NAME:** Mercado Park - Splash Pad Conversion  
**CITY:** Perris, CA  
**PROJECT #:** 1160995-01-02

**DATE:** 4/11/2022  
**PROPOSAL #:** TS041122  
**SALES REP:** Taylor Smith

**MECHANICAL COMPONENTS**

**RECIRCULATION WATER SYSTEM** **\$ 187,420.00**

- 1 CARTRIDGE FILTRATION SKID:**  
 A pre-plumbed, pre-wired, integrated filtration equipment system mounted on an epoxy coated skid. The skid to consist of main system control panel, filtration pump with integral hair and lint strainer, automatic chemical treatment controller, gauges, and flow meter. System to be capable of 140 gpm filtration rates.
- 1 CHEMICAL TREATMENT:**  
 To consist of Liquid Chlorine Feeder, Liquid Acid Pump, and (2) Chemical Solution Crock.
- 1 ULTRA VIOLET DISINFECTION SYSTEM:**  
 To consist of a Delta UV disinfection unit that is UL listed, NSF certified and cryptosporidium evaluated, and EPA registered. Unit has electronic controller that has UV monitors. Unit to be capable of the flow rate of 158 gpm. To be provided loose. Plumbing and electrical connections by others.
- 1 FEATURE SKID:**  
 A pre-plumbed, pre-wired, integrated equipment system mounted on an epoxy skid. System to consist of a self-priming feature pump with integral hair and lint strainer, check valves, isolation valves, gauges, and flow switch. System to be capable 250 gpm feature flow rates.
- 1 PRE-FABRICATED WATER RESERVOIR:**  
 To consist of a 4000 gallon concrete vessel complete with access hatch, access ladder, venting pipes, floating skimmer, water level control float, overflow outlet, submersible pump out system, inlet loop manifold, filter and feature pump foot valves, mounting hardware and all piping and electrical connections specific to project design.
- 1 RAIN DIVERTING WASTE VALVE BOX**  
 To consist of an electronic solenoid valve housed in a plastic burial housing that will allow for collector boxes to drain to waste when feature pumping system is not operating.
- 1 DEBRIS CHAMBER:**  
 The Debris Waste Chamber is a pre-fabricated sump with removable stainless steel debris trap and motorized rain diverting valve that will open during splash pad non-use. Shall be constructed of ½ inch thick high density polypropylene with lockable access hatch.
- 1 EYE WASH STATION**  
 Plastic wall mounted station

Initial: \_\_\_\_\_



**1 CONTROL PANEL - ALL ON/OFF:**

To be a UL listed control panel that will provide complete operating system power distribution and system controls for an on/off recirculation system. Panel includes a programmable control system that will set hours of operation, duration of system run time, and activate water flow via a touch enabled activation device. Typical electrical requirements for ON/OFF Recirculation systems are 230V 1Ph/60Hz and 120v 1Ph/60hz.

**1 PREFAB ABOVEGROUND MECHANICAL ENCLOSURE**

Structure to consist of a powder coated steel frame with solid aluminum wall panels on lower wall section and perforated panels for upper wall section. Access door to be a single 5-foot wide door with lock and hardware. Roof to be steel corrugated panels. See color form for color selections for both the side and roof panels. (All Aquatix enclosures are engineered to withstand wind speeds up to 105mph and snow load up to 5psf.)

Note: \*Metal enclosure to be installed on concrete slab by others. Enclosure size (W x L): 8' 6" x 16

**DESIGN SERVICES**

**DESIGN & CONSTRUCTION DRAWINGS:**

**\$ 4,650.00**

Including: All design and construction drawings for splash pad mechanical system retrofit. As built CAD background drawings of existing equipment to be supplied to Aquatix for their use in updating system to recirculation.

**Splash Pad Design Notes:**

1. Aquatix by Landscape Structures design services are based on ideal site locations and conditions
2. Aquatix by Landscape Structures design services do not include soil corrections, demolition planning, site elevation plans, utility planning / design or relocation of utilities. (i.e. based on water, waste and power being available at designed area's of splash pad by others.)
3. All permits and costs of permits are not included in our splash pad design package.
4. Design package will be prepared based on Aquatix's interpretation of Local health code.
5. Any additional drawings associated with project outside of splash pad to be made by others. (sidewalks, landscaping, electrical).

**PRICING SUMMARY**

**\$234,735.05**

<b>Total Equipment as Described Above:</b>	<b>\$ 187,420.00</b>
<b>Tax (7.25%):</b>	<b>\$ 14,525.05</b>
<b>Estimated Freight:</b>	<b>\$ 28,140.00</b>
<b>Design Services:</b>	<b>\$ 4,650.00</b>

Initial: \_\_\_\_\_

**\*\*\* SIGNATURE ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER TO COAST RECREATION**

Name: \_\_\_\_\_

NOTE: *Check quantities to make sure they match your take off. Customer is responsible for unloading truck & verifying quantities ordered.*

Date: \_\_\_\_\_

**Please see the Coast Recreations Terms of Service. By contracting our services, you agree to the Coast Recreations Terms of Service unless otherwise noted in a separate contract. Please see the Coast Recreations Terms of Service. By contracting our services, you agree to the Coast Recreations Terms of Service unless otherwise noted in a separate contract.**

Ship To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bill To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COAST RECREATION'S TERMS OF SERVICE**

*Below are the Terms of Service for all services that Coast Recreation offers to perform. Please refer to your estimate for types of service being performed. By contracting our services, you agree to our terms below unless otherwise noted in a separate contract.*

**General Terms of Service:**

- Coast Recreation assumes existing soil conditions will not contain rock 5" and larger or bedrock resulting in "rock like conditions. If "rock like" conditions are encountered, additional charges may occur.
- Any/all permits and /or fees required by any governmental agency having jurisdiction are the responsibility of others unless otherwise stated.
- Installation methods are based on the manufacture's recommendations.
- Work to be performed during normal working hours (Monday – Friday / 6AM to 5PM).
- Coast Recreation maintains comprehensive insurance coverage and is available upon written request. Projects requiring specific coverage beyond Coast Recreation's coverage are not included in estimate unless otherwise stated. Additional charges for downtime/standby may be assessed in the event that installation is delayed due to site not being ready as scheduled or if the installation is interrupted for reasons other than those related to weather or general public emergencies.
- All quotes are valid for 30 days from the date on the estimate.
- Payments are due 30 days from the invoice date unless otherwise specified in a separate contract. Accounts not paid within 30 days of the date of the invoice are subject to a 1% monthly finance charge.
- Estimates that specify a deposit required for the purchase of equipment, will not be ordered until payment has been received.
- Quote is based on one (1) mobilization. Additional mobilizations may incur additional charges.

**Water Play Equipment Terms of Service:**

- It is assumed that there is reasonable access for tools, equipment and materials.
- Unless noted different on the estimate, all spoils will be dumped and spread onsite at reasonable location.
- Security during the install and upon completion is the responsibility of others, unless specified otherwise.
- Acceptance/unloading and storage of equipment is the responsibility of the others unless otherwise specified in the estimate.



4/13/2022

April 13, 2022

Client:  
City of Perris

Attention:  
Estimating

Project:  
Mercado Park Splash Pad Conversion  
Budgetary Proposal

Project Address:  
Perris, CA

Proposal Submitted by: John Leonard

Price includes all labor, material, taxes necessary to complete the proposed work. If accepted proposed work must be commenced within 60 days of acceptance

**Proposed Work:**

**Proposal Total: \$ 275,357.00**

Note: Proposal Based on Conceptual Drawing Dated 04.13.21. Installation is Estimated & May Change Once Bid Set is Completed

**Mobilization**

Excavate for New Pump Encl. Slab, Vertical Feed Line Pit, Reservoir Tank, Water & Electrical Lines (Qty. Removed Up To 155 CY)

Installation of Return Piping. All Plumbing & Fittings to be Owner Furnished (Qty. Up To 700 LF)

\* Includes F&I of Surrounding Sand Beds

\* Excludes Feed Lines & Manifold

\* Excludes Any Demolition Work to Existing Concrete, Plumbing or the Like

Furnish & Install (1) 28'x28'x5" Thick Concrete Slab Under Enclosure with another 5" thick Slab at the 6'x16'x3' Deep Pit

- Includes F&I of Epoxy Coating on Enclosure Slab

Receive Unload & Install 28'x28'X 9'-6" Owner Furnished Prefab Aboveground Mechanical Enclosure with Double Swing Door

Receive Unload & Install the Following Owner Furnished Equipment & Perform Final Plumbing & Electrical Cartridge Filtration Skid

- To Arrive Pre-Plumbed and Pre-Wired and to be Mounted onto a Skid

Chemical Treatment

- Liquid Chlorine Feeder, Liquid Acid Pump & (2) Chemical Solution Crock

Ultra Violet Disinfection System

- Consisting of Delta UV Disinfection Unit To be Provided Loose

Feature Skid

- Consists of Self-Priming Feature Pump Unit To be Provided Pre-Plumbed

Pre-Fabricated Reservoir

- To Consist of 4,000 Gallon Concrete Vessel To be Provided Pre-Plumbed, Installed over 6" of Pea Gravel

\* Includes (2) Flaggers & Crane with up to a 70' Pic of up to 32,000 Lbs. from Street to Center of Placement. Traffic Permits by City

Rain Diverting Waste Valve Box

- To Consist of Electronic Solenoid Valve Housed in a Plastic Bural Housing

Debris Chamber

- To Consist of a Pre-Fabricated Sump

Eye Wash Station

- To Consist of a Plastic Wall Mounted Unit

Control Panel

- To Provide Power & Controls

Includes Testing & Inspection

Includes Backfill & Compaction

\* Any Demolition, Cut & Capping or Disconnects is Excluded Until As-Builts of the Existing Splash Pad are Received and Site Visit Performed to Determine Final Scope

\* Excludes Concrete at Splash Pad & Surrounding Walks. Includes only Enclosure Pad & Spray Head Anchors

\* Excludes Rough Grading

\* Excludes Installation of the Showers as No Detail or Product Provided

\* Excludes Trenching & Placement of New Sewer Lines & Pump and Potable Water Lines. Includes Connections Only

\* Excludes Trenching & Installation of New Conduit & Power Wiring. Includes Connection Only

\* Excludes Trenching & Placement of New Sewer Lines & Pump and Potable Water Lines. Includes Connections Only

\* Excludes Trenching & Installation of New Conduit & Power Wiring. Includes Connection Only

\* Excludes Engineering & Draft Work

\* Pricing Excludes any Requirements Related to Skilled Labor Agreements. I.e. PLA's, PSA's CWA's or the Like

\* Unless Noted, All Equipment & Piping to be Furnished by Owner

\* Rock, Poor Soil Conditions, Water in Excavations & Other Unforeseen Site Conditions May Incur Additional Charges



Proposal Total: \$275,357.00

Client:  
City of Perris

Project:  
Mercado Park Splash Pad Conversion:

Exclusions (Unless Noted Above): Permits, Bonds, Fees, Engineering, Damage to Landscape, Sprinklers, Flatwork or Unmarked Underground Utilities Due to Installation or Removal Process.  
\*All work to be completed according to standard practices. Any alterations or deviations from the proposed specifications involving extra costs will be execute only upon written orders, and will become an extra charge over and above the original estimate. All agreements contingent upon strikes, accidents or delays beyond our control.  
\*\*In the event that either party becomes involved in litigation, arbitration or any other alternate dispute resolution arising out of relating to this contract, or the performance of it, the court or tribunal in such arbitration shall award reasonable fees and costs incurred to the prevailing party including attorney fees, expert witness fees, court costs arising out of or relating to resolution of the dispute.

I HAVE READ, DISCUSSED AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE THERETO, SIGNED PERSONALLY AND FOR THE CUSTOMER. "A SIGNED PROPOSAL OR CONTRACT IS NEEDED PRIOR TO COMMENCEMENT OF WORK."

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This quote is predicated on all work being performed, concurrently, with one move-on. This proposal is valid for 60 days. All pages of proposal are to be incorporated into any binding agreement or contract.



Client:  
City of Perris

Project:  
Mercado Park Splash Pad Conversion:

Proposal Total: \$275,357.00

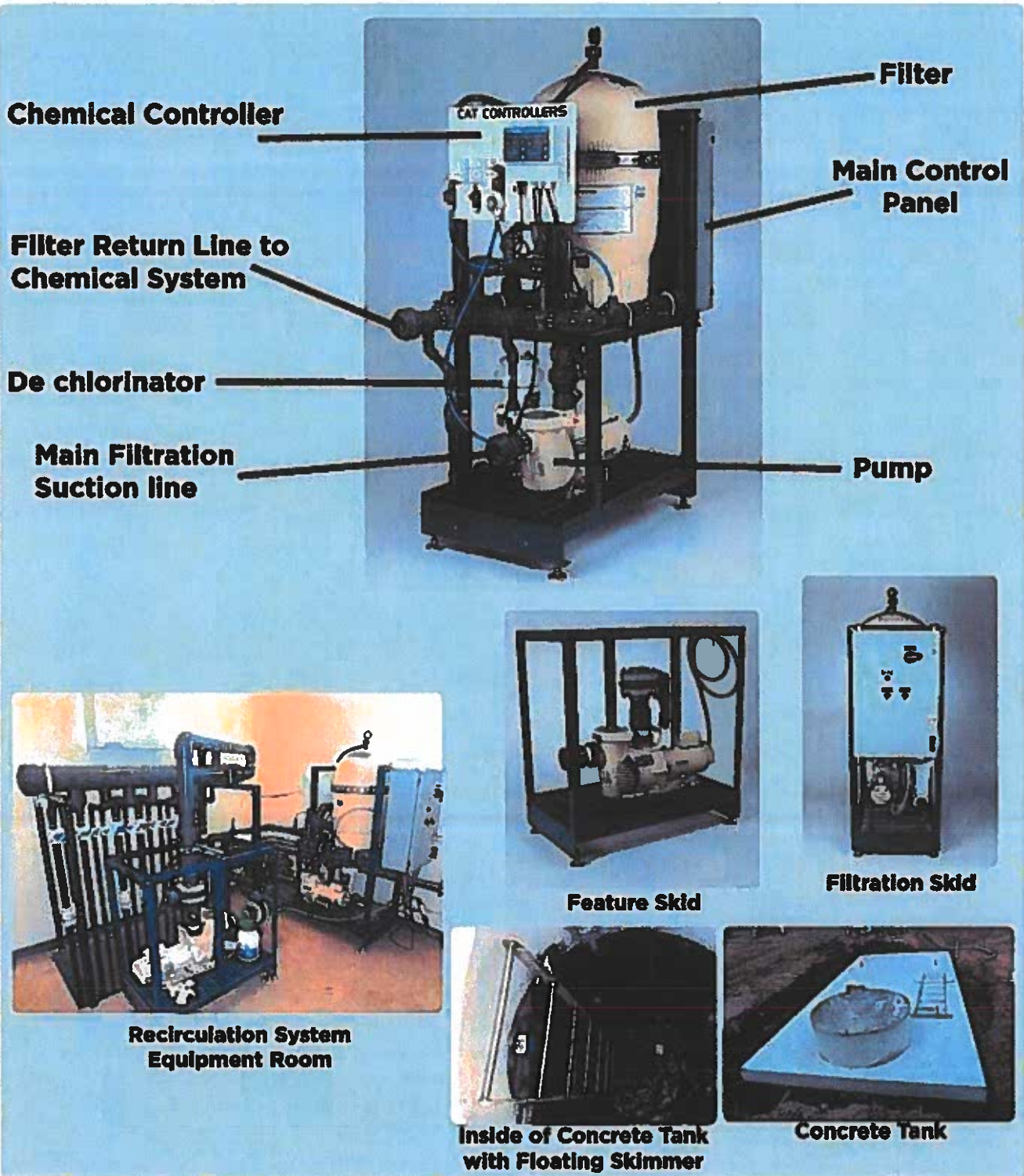
Yes	No	Description	Yes	No	Description
X		Bonds		X	Patching and grouting
X		Permits		X	Hazardous materials
X		Prevailing Wage & Certified Payroll		X	Site clearing and grubbing
X		Inspections	X		Spills removal
X		Soil and material testing		X	Dewatering
X		Imaging		X	Salvage of any kind
X		Surface penetrating radar, line locator, and imaging		X	Removal and disposal of unsuitable materials
X		Sanitation Facilities		X	Drying or aeration of wet soils due to rain
X		Construction fencing		X	Soil Stabilization or lime treatment
X		Baricades, traffic control, pedestrian control, and flagmen		X	Backfill and compaction
X		SWPPP/WPCP plans	X		Excavation and trenching
X		SWPPP/WPCP Implementation		X	Pressure wash and wash down
	X	Dig alert marking and notifications	X		Concrete pumps (All concrete assumed to be tailgate accessible)
X		Survey and monument preservation		X	Post holing or exposure of underground utilities
X		Liquidated damages		X	Concrete and asphalt resurfacing
X		Standby time		X	Concrete clean-out
X		Layout		X	Painting
X		Water meter and construction water		X	Irrigation work including repairs
X		Limited access conditions		X	Landscape work including repairs
X		Clean up & trash removal from our work		X	Footings for Shade Structures
X		Removal and handling of buried obstructions		X	Providing Play Equipment (as noted)
X		Removal and handling of contaminated/stained soils	X		Offloading of equipment
X		Disconnection/relocation of utilities		X	Unforeseen site conditions
X		Temporary utilities of any kind		X	Engineering
X		Saw cuts, wall sawing and coring			
X		Dowels holes, epoxy and dowels			
X		Demolition work			
X		Selective demolition			
X		Sub-base of any kind			
X		Rock conditions (see below)			
X		Grading			
X		ADA compliance/accessibility			

Notes:

1. Play Foundations, Inc. maintains comprehensive insurance coverage. This coverage is available upon written request. Any insurance coverage requested for specific projects above PFI current limits, specific endorsements, or waiver requests in addition to our standard certificate are not included in this proposal.
2. PFI assumes existing site conditions will not contain rock 2" and larger, or bedrock resulting in rock conditions. Therefore, PFI does not include encountering and working in any rock conditions.
3. Work is inclusive to the proposal provided by PLAY FOUNDATIONS, INC.
4. All work not specifically mentioned is excluded.
5. For items checked YES, please refer to the work included section for complete description.
6. This proposal is predicated on all work being performed currently with one (1) move-on. If additional move-on's are required, each move-on will be an extra charge of \$750.00 each.

Please Initial

# UL Listed Recirculation System



# Recirculation System Maintenance



## Spring Start Up:

- Turn on water service for splash pad.
- Remove winterization covers / plugs.
- Clean structures and spray down pad.
- Pump out and clean underground water tank.
- Fill water tank with water to operating level.
- Prepare all recirculation equipment for seasonal use.
- Test equipment and controls for seasonal use.
- Fill chemical feeders.
- Turn on filtration skid system and chemically treat.
- Turn on Feature pump and adjust spray flows.

Labor= 2 x 8hrs= 16 man/hrs @ \$35hr= \$560 seasonal

## Daily Maintenance:

- Check chemical levels and adjust as needed.
- Check / clean strainers if needed.
- Check / clean / backwash filters if needed.
- Check / clean water tank of debris if needed.
- Check / clean splash pad area if needed.
- Clear any nozzles of debris if needed.

Labor= 2hrs per/day= 60hrs per/mnth @ \$35hr= \$2,100 month  
 Chemicals Costs= \$120 month  
 Electrical Costs= 50kWh x 30days @ .12 per/kWh= \$180 month  
 Water Usage= 300 gal / day x 30 @ .005= \$45 month  
 Total: \$2,445 month

## Winterization:

- Drain water tank, all plumbing and equipment.
- Pour non-toxic anti-freeze into all plumbing.
- Install winterization covers / plugs.
- Turn off water service.
- Winterize equipment systems.

Labor= 2 x 8hrs= 16 man/hrs @ \$35hr= \$560 seasonal  
 Anti-freeze Costs= 20 gal @ \$8 per/gal= \$160 seasonal  
 Total: \$720 seasonal

Budgets are estimated and based on owner using staff for all maintenance work.

Water and electrical costs are based on National Avg  
 952.445.5135 | 877.632.0503 | [aquatix.playlsi.com](http://aquatix.playlsi.com)

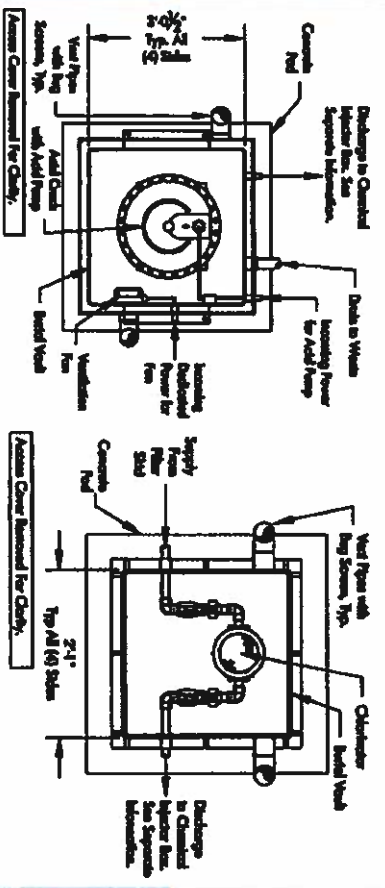




# Chemical Treatment Vaults



**Chemical Treatment Vault system** to be in safe, lockable enclosures. Enclosures can either be used as burial units or directly mounted to concrete support pads next to an equipment skid system. Each enclosure to be self contained, one housing chlorine and the other acid.



**Chemical Treatment Vault features:**  
 Chlorine will be fed into recirculation system by an erosion tablet chlorinator. Automatic chemical controller will open solenoid by-pass line to erode stabilized chlorine tablets. Chlorinator chemical output will be sized per project based on water containment volume, feature flow rate and environment conditions.  
 Acid will be fed into recirculation system by a liquid metering pump. This enclosure will be sized for a 5 to 15 gallon acid container. Automatic chemical controller will turn metering pump on/off as needed to maintain proper pH levels. Acid metering pump will be sized per project based on water containment volume, feature flow rate and environment conditions.



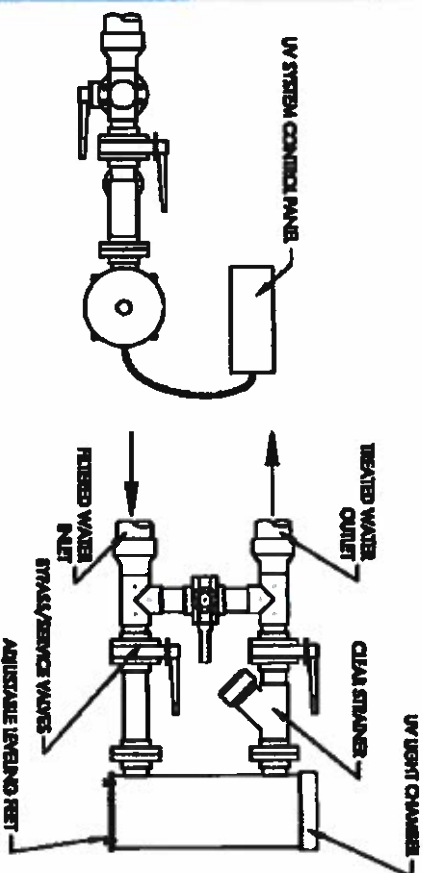
by Landscape Structures

952.445.5135 | 877.632.0503 | [aquatix.playis.com](http://aquatix.playis.com)

# Ultra Violet Disinfection



**Ultra Violet Disinfection** to be a secondary sanitization system for recirculation system. UV system can be installed on filtration or feature pump ring system.



**May Consist of:**

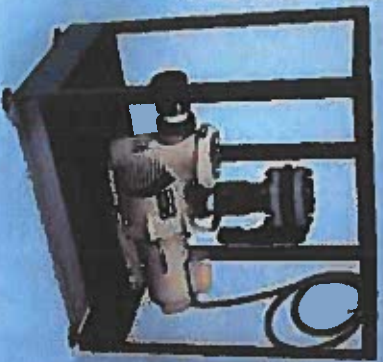
- Spare UV bulb
- UV system control panel
- Service valves
- Strainer
- Alarm output



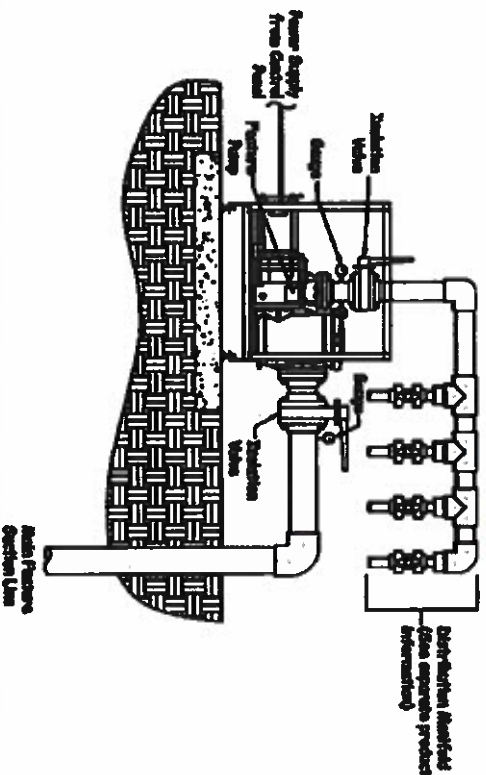
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**Feature Skid** to be UL listed system capable of flow rates from 250 gpm to 3000 gpm. System equipment to be pre-plumbed using all schedule 80 PVC pipe & fittings and mounted on a epoxy painted steel skid with adjustable leveling legs. System to be tested prior to shipment.



**May consist of:**

- Self-Priming feature pump with hair and lint strainer.
- Pump suction check valve and isolation valve.
- Pump discharge isolation valve.
- Pump vacuum gauge
- Pump pressure gauge

## Feature Skid

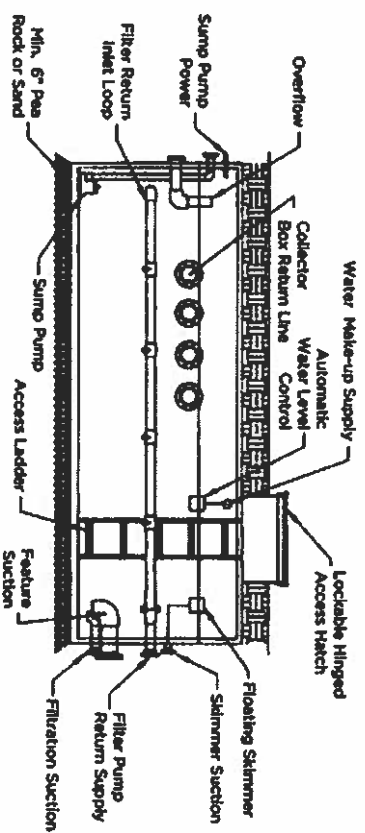


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## Pre-Fabricated Water Reservoir



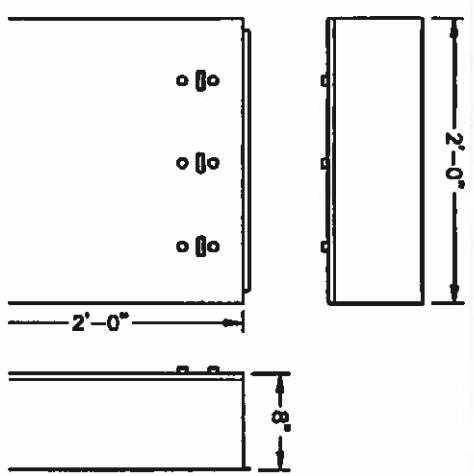
### Pre-Fabricated Water Reservoir

Reservoir tank is a pre-cast concrete vessel with lockable access hatch, service ladder and required plumbing connection. Tanks manufactured of 5000 PSI concrete to meet ASTM C-913 & C-1227 standards. Tank size to be per project requirements based on splash pad feature flow rate, size of pad, and environmental surroundings.

### May consist of:

- Pre-plumbed with interior suction and outlet fittings
- Perimeter filtration return loop
- Floating skimmer
- Submersible pump for pumping out vault
- Overflow line
- Automatic water fill valve
- All watertight mechanical and electrical penetration
- White powder coated, plated access hatch

## Control Panel



**Control Panels** are used to control simple on/off operations of water play activities or incorporate operation interface Programmable Logic Controller, (PLC), to create splash pad zoning or sequencing activities.

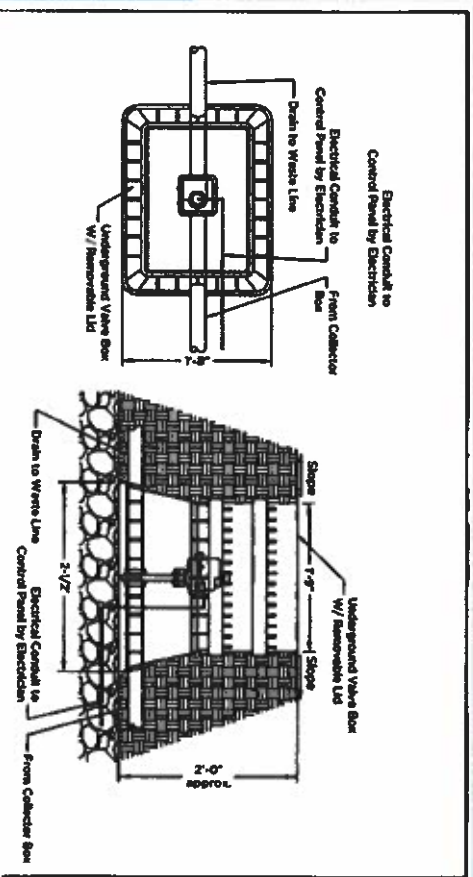
- All control panels to be U.L. listed and may incorporate the following:**
- Pump(s) motor starters
  - GFCI circuit breakers
  - Time clock controls to set hours of operation and set duration time of activated devices
  - VFD pump controls
  - Flow switch controls
  - Pressure transducer controls
  - Power feeds to manifold distribution solenoid valves
  - Activation Bolland relay switches
  - Chemical treatment system power feed
  - Vault internal electrical distribution
  - Waste valve box relay & power feed
  - Water heater relay
  - All NEMA rated components
- All control panels are designed for specific project needs and require the following GFI protected power supplies:**
- 230/460V/3PH/60HZ and 120V/Single Phase/60HZ



## Rain Diverting Waste Valve Box



**The Rain Diverting Waste Valve Box** is an electrical solenoid valve housed in a 100% recycled HDPE burial box that allows the collector box(es) to drain all water to waste when system is not in operation. Water to be evacuated through underground waste line from collector box through waste valve box to either site drainage area or waste. Waste valve box minimizes the potential for contamination of underground reservoir. Waste valve box size & quantity to be based on evacuating 1 inch rain fall per hour over entire splash pad drainage area.



**May consist of:**

- Structural foam HDPE resin that is resistant to UV light, weather, moisture and chemical action of soils
- Burial box with removable lid
- Motorized rain diverting valve
- (2) Drain line connection ports

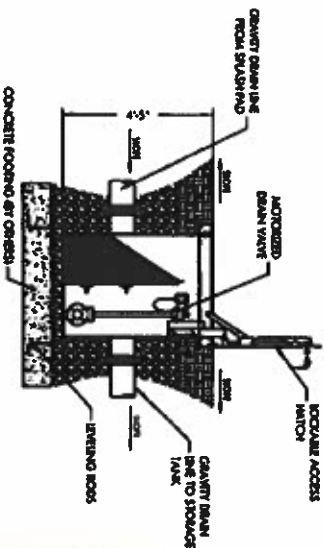
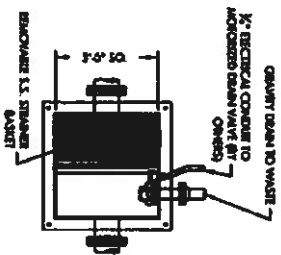


by landscape structures

952.445.5135 | 877.632.0503 | [aquatix.playlsi.com](http://aquatix.playlsi.com)



The **Debris Waste Chamber** is a pre-fabricated sump with removable stainless steel debris trap and motorized rain diverting valve that will open during splash pad non-use. Shall be constructed of 1/2 inch thick high density polypropylene with lockable access hatch.



**May Consist of:**

- Pre-fabricated sump with lockable access hatch
- Removable stainless steel debris trap
- Motorized rain diverting valve
- (2) Drain line connection ports

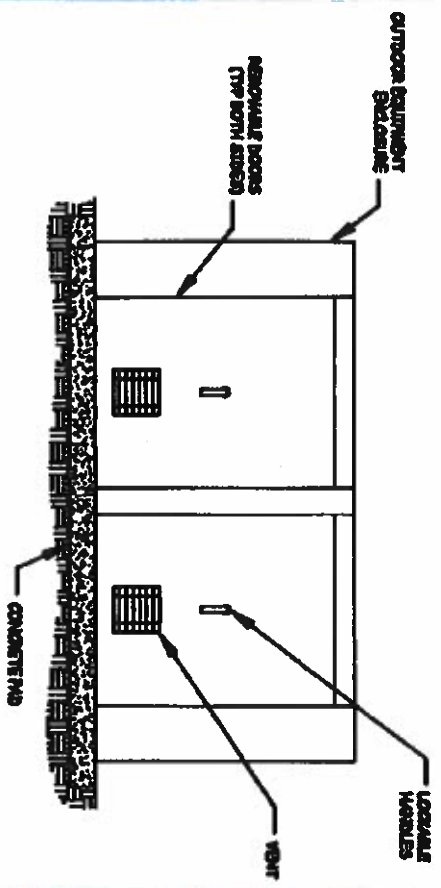
## Debris Waste Chamber



# Equipment Enclosure



**Equipment Enclosure** to be a safe, lockable enclosure that will be directly mounted to a concrete support pad next to water play area.

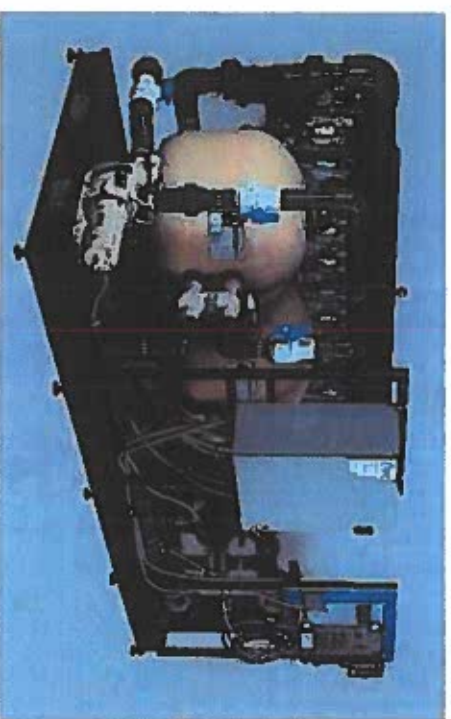
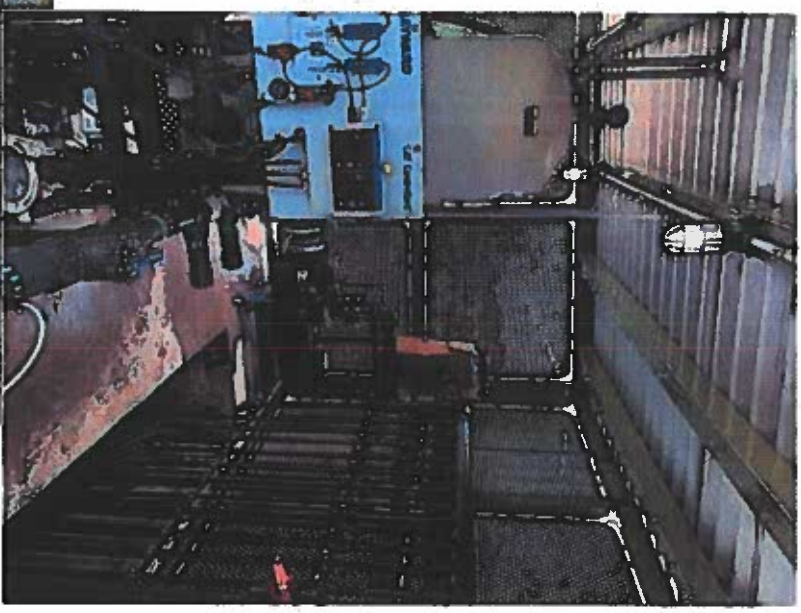


- May consist of:**
- Above ground mechanical system.
  - Lockable access doors for servicing equipment systems.
  - Must be installed on a concrete support pad (by others) with stainless steel anchorage hardware





VISUAL EXAMPLES





**WATER ODYSSEY™**  
BY FOUNTAIN PEOPLE  
A PLAYCORE COMPANY

4600 Highway 123  
San Marcos TX, 78666  
(512) 392-1155  
info@fountainpeople.com

Customer Name	Mercado Park
Contact Name	Dan Burkhardt
Contact Phone	951-369-0700
Contact Email	dan@cwdg.fun

Proposal Number	Quote 2100294
Quote Date	Jan 18, 2022
Expiration Date	Feb 17, 2022
Created by	Kevin Spence
Created by Email	kevin.spence@playcore.com

PROJECT NAME      W12399 Mercado Park

## PLAY FEATURES

Model Number	Product Name	Product Description	Quantity	Price Each	Subtotal	GPM Each
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**Play Products Total      \$0.00**

## Operating Equipment

Model Number	Name	Quantity	Price	Subtotal
Recirculation System	Recirculation System Retrofit for Mercado Park. 400 Gallon Tank with Fiberglass lid and vacuum cartridges on feature suction line. Recirc System components, filters pumps valves inside 5x11 Fiberglass Cabinet for up to 250 GPM features. UV included on feature line. 6" Rain Diverter. Controller adapters to utilizing existing manifold and controllers. Chemical tanks in ventilated ground fiberglass storage vault. Includes stamped drawings and Health Department Approvals. Additional drawings required such as site plan, grading plan, elevation drawings not included. Includes Factory Start Up.	1	\$191,015.00	\$191,015.00

**Operating Equipment Total      \$191,015.00**



**WATER ODYSSEY™**  
BY FOUNTAIN PEOPLE  
A PLAY CORE Company

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## FREIGHT AND PACKAGING

Description	Quantity	Price	Subtotal
Packaging and Crating	1	\$0.00	\$0.00
<input checked="" type="checkbox"/> Freight	1	\$8,000.00	\$8,000.00
<input type="checkbox"/> Early Embed Freight	1	\$500.00	\$500.00

**Freight and Packaging Total \$8,000.00**

**GRAND TOTAL THIS PROPOSAL WITH OPTIONS SELECTED \$199,015.00**

By Signing this agreement I agree to The Fountain People/Water Odyssey's general terms and conditions of sale.

AGREED TO AND ACCEPTED:

---



**WATER ODYSSEY™**  
BY FOUNTAIN PEOPLE  
A FLA CORE Company

4800 Highway 123  
San Marcos TX, 78666  
(512) 392-1155  
info@fountainpeople.com

**Proposal Pricing:** The above proposal is valid for 30 days from the date first set forth above. **PRICES ARE YOUR COSTS** unless specifically noted otherwise in the quote. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, Fountain People reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to: fuel, steel, resin, foam and paint. Due to the duration of time between proposals, contracts, and final installation, Fountain People reserves the right to implement this surcharge, when applicable at its sole discretion. **Installation, unloading and storage are not included unless specifically noted in Proposal. See other exclusions section below.**

**Taxes:** Sales and/or use taxes are not included in your proposal. Sales and/or use taxes will be added at time of order unless acceptable tax-exempt documentation is provided.

**Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by Fountain People (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Water Odyssey or Fountain People brand equipment ("Equipment") and the services to be provided by the Company, as detailed in the Proposal sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Equipment (the ultimate owner of a the Equipment, whether Purchaser or a third-party, being the "Owner").

**Short Ship and Damage Claims:** Purchaser has 3 business days from receipt of the Equipment to file a short ship or damage report in writing to its Company sales representative. Company will not honor claims made after this time. Obvious damage should be noted at time of unloading on the trucking companies' paperwork before accepting receipt of Equipment. Failure to note shipping damage may result in shipping damages not being covered.

**Standard Exclusions:** This quotation explicitly excludes any and all items not expressly specified or identified above in writing. No other product, parts, equipment, labor or service is included, regardless of any Contract Document, Contract Section, Plans, Specifications, Drawings or Addendum.

**Bonding Guidelines:** If Purchaser will use or provide the Equipment and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner: *"The manufacturer's warranty for the Water Odyssey brand Equipment is a separate document between Fountain People and the ultimate owner of the Water Odyssey Equipment brand Equipment, which will be provided to the ultimate owner at the time of completion of the delivery and other services specifically contracted above to be provided by the Fountain people. Due to surety requirements, any performance and/or payment bond will cover only the first year of the Fountain People warranty."*

**Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

**Payment:** Terms of payment will be determined at time of order based on credit and payment history. Deposits may be required. Proposals over \$100,000 will require a deposit – amount to be determined at time of order. All payments must be made to Fountain People, PO Box 807 San Marcos, TX 78666. If the Purchaser or Owner fails or delays in making any required payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

**Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.



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(512) 392-1155  
info@fountainpeople.com

**Site Plan Approval, Permits, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, health department approvals, and surveying are specifically excluded from this agreement and the Services unless specified in the quote section above. The Company does not in any way warrant or represent that a permit or government approval for construction or occupancy will be obtained. Sealed engineered drawings or 3rd party engineering review that are required but not included in above quote will result in an additional cost to Purchaser.

**Manufacturing & Delivery Times:** Manufacturing lead-time from Company's receipt of the "approved order" is approximately 6 to 8 weeks for standard Equipment, and 8 to 16 weeks for custom Equipment. Delivery is approximately 1 week thereafter. All shipping is FOB our Texas facility. Transfer of ownership of Equipment occurs once the Equipment leaves our facility. Fountain People does not guarantee specific delivery days unless that option is specified and paid for in the quote. In the event a shipment is late due to no fault of Fountain People, Fountain People is not liable for the extra shipping charges paid and does not pay re-mobilizations or other delay charges or liquidated damages.

**Returned Product, Deposits, and/or Cancelled Order:** Within the first 30 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 25% restocking fee. Custom products cannot be returned. No returns are available following this 30 day period. All deposits are non-refundable. All expenses incurred are the responsibility of the Purchaser, up to notice of cancellation.

**Force Majeure:** A party shall be excused from performance (or such performance shall be suspended) for any period and to the extent that it is prevented from completing the Work, in whole or in part, as a direct result of any delay or suspension of work caused by a Force Majeure Event. For purposes of this Subcontract, "Force Majeure Event" means a cause or event that is not reasonably foreseeable or otherwise caused by or under control of the party claiming the Force Majeure Event, including acts of God, fires, floods, explosions, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes (other than those of Subcontractor or its sub-contractors that prevent Subcontractor from performing the Work), pandemics, epidemics, and other like events that are beyond the reasonable anticipation and control of the party affected by the Force Majeure Event despite the party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of the acts, events or occurrences, and which events or its effects are not attributable to a party's failure to perform its obligations under this Subcontract, but only to the extent that any of these cause are valid excuses under the Prime Contract. A party effected by a Force Majeure Event shall commence performance completing the Work immediately following such suspension due to a Force Majeure Event.

**Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Equipment or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, DELIVERY, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY. THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.











MERCADO PARK IWF  
PERRIS, CA

ELECTRICAL RISER DIAGRAM

DATE	SCALE
BY	REVISION
CHECKED	DATE
APPROVED	BY
PROJECT NO.	DESCRIPTION
11-12-10	SP-4

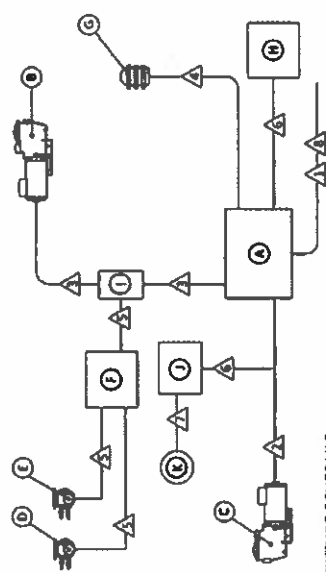


FIGURE SCHEDULE:

MARK	DESCRIPTION	VOLTAGE	MANUFACTURER & MODEL NO.
A	MAIN BUS BREAKER PANEL (50 AMP)	208-230	SCHMIDT, PWT152M131500
B	RECIRCULATION PUMP	208V	PERIFAIL INTELLIFLO 35 VS 073654, 3 HP
C	FEASURE PUMP	208V	PERIFAIL INTELLIFLO 35 VS 033904, 3 HP
D	ONLINE FEEDER PUMP	115V	STERLING 45445
E	ACID FEEDER PUMP	115V	STERLING 45442
F	CHEMICAL CONTROLLER	115V	MAYWARD CAT 4000
G	100 WATT SERVICE LIGHT FIXTURE	115V	INTERMATIC, VPX115C1 100W
H	GFCI DUPLEX RECEPTACLE	115V	PASS & SEYMOUR
I	ELECTRICAL INTERDUCE	115/208-230V	60CS, 40A DEGRATE PURPOSE CONTACTOR
J	FEASURE CONTROLLER	115/208-230V	WATER ODYSSEY FEASURE CONTROLLER
K	ACTIVATION ROLLER	127V/115V	WATER ODYSSEY FEASURE ACTIVATOR
L	AOP SANITIZER	115-120V	CLEAR COMPART, CC300A

FEEDER & CIRCUIT SCHEDULE:

MARK	PHASE	CONDUCTORS	NEUTRAL	GROUND	CONDUIT	RETAILER
A		2-410	1-410	1-410	1/2"	PANEL PFD
B		2-410	1-410	1-410	1/2"	UL SEALTITE
C		2-412	1-412	1-412	1/2"	UL SEALTITE
D		1-412	1-412	1-412	1/2"	SEALTITE TO PANEL
E		1-412	1-412	1-412	1/2"	SEALTITE TO PANEL
F		1-412	1-412	1-412	1/2"	SEALTITE TO PANEL
G		2-415	1-415	1-415	1/2"	SEALTITE TO PANEL
CONDUCTORS AND CONDUIT INSTALLED BY OTHERS						

PANEL SCHEDULE:

CIRCUIT	ROLE	TYPE	LOAD	AMPS
2-2	20A GFI	FEAT. PUMP	W/INTERLOCKED CHEMICALS	15.0
2-4	20A GFI	FEASURE PUMP		15.0
5	1	20A	GFCI	3.0
6	1	20A	SERVICE LIGHT	1.5
7	1	20A	FEASURE CONTROLLER	1.1
8	1	20A	AOP SANITIZER	4.8
9-15			SPACE	
TOTAL MAXIMUM LOAD				43.8

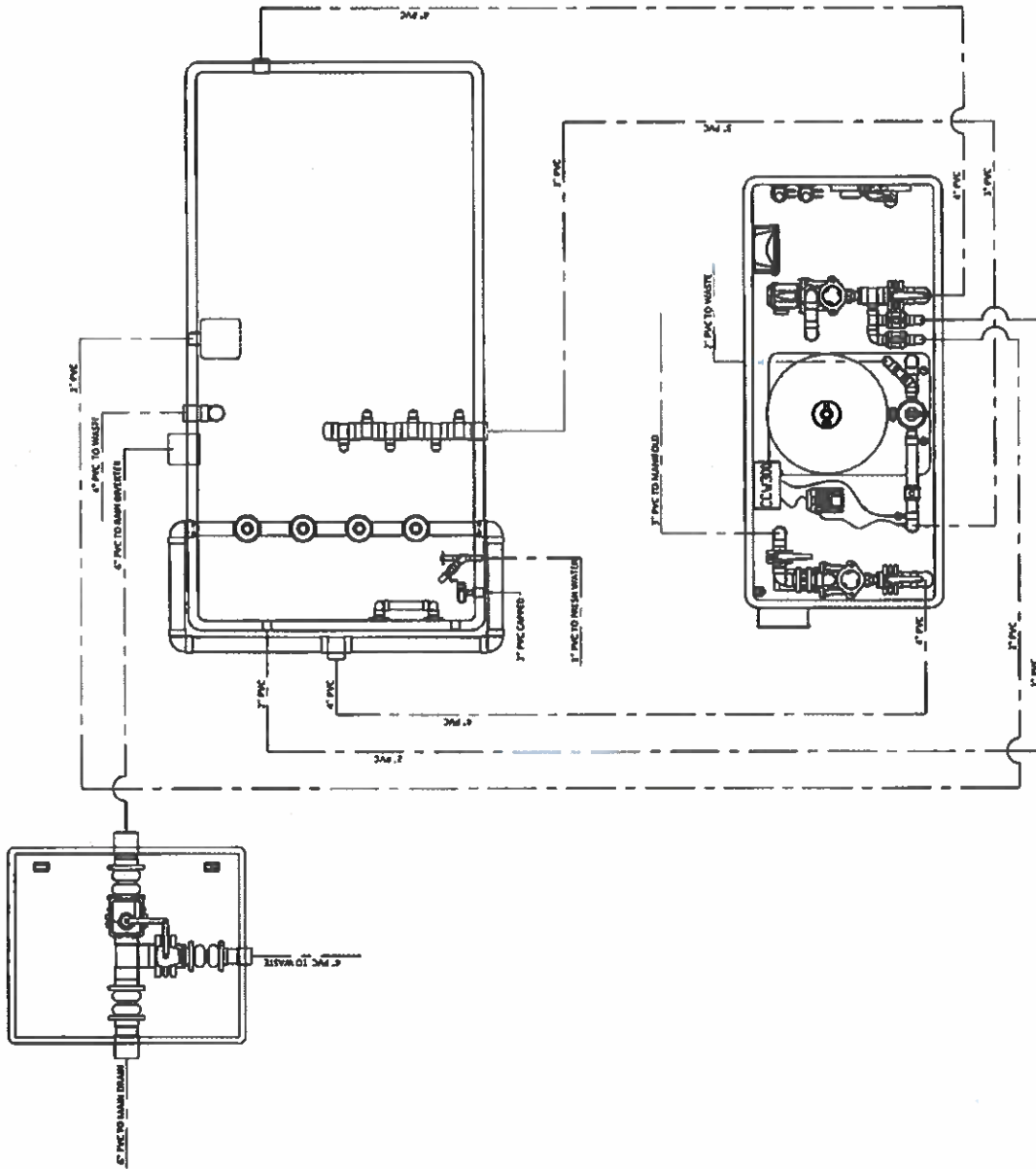
SPLASH PAD EQUIPMENT ELECTRICAL RISER



SCALE: NTS

NO.	1
DATE	
BY	
CHECKED	
APPROVED	
REVISION	
DATE	
BY	
CHECKED	
APPROVED	

DATE	12/15/10
BY	AWSP-5
CHECKED	CFJ
APPROVED	AWSP-5
PROJECT NO.	10000000
SCALE	AS SHOWN



**SPLASH PAD EQUIPMENT PLUMBING DIAGRAM**

SCALE: 3/4\"/>





10.L.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

- MEETING DATE:** May 31, 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 31, 2022 through June 30, 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, April 26, and May 10 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, Resolution Number 5970 and Resolution Number 5975 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 31, 2022 through June 30, 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 ER

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 31, 2022 AND ENDING JUNE 30, 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, Resolution Number 5970 on April 26, 2022 and Resolution Number 5975 on May 10, 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 31, 2022 and shall be effective until the earlier of (i) June 30, 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 31<sup>st</sup> 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 31<sup>st</sup> day of May 2022, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



10.M.

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** May 31, 2022

**SUBJECT:** Resolution Amending the Rubbish Collection Charges Pursuant to Agreement with CR&R

**REQUESTED ACTION:** To Adopt a Resolution Amending the Rubbish Collection Charges Services (Section 7.16.050(D) of the Perris Municipal Code) and Rescinding Resolution Number 5817

**CONTACT:** Ernie Reyna, Deputy City Manager *ER*

---

### BACKGROUND/DISCUSSION:

The Franchise Agreement with CR&R provides that the City of Perris shall consider adjustment to the rates charged for CR&R Solid Waste and Recycling Services upon receiving notice from CR&R that rates need to be adjusted to reflect changes in the consumer price index and landfill fees.

CR&R has reviewed data from the Bureau of Labor Statistics (BLS) for 2021 and has determined the applicable consumer price index (CPI) has increased by 5.76%. In addition, the County of Riverside's Waste Management Department has indicated that they will adjust their disposal rate by 8.60% from \$32.71 per ton to \$35.52 per ton (this amount is a pass-through to the County of Riverside).

CR&R's rates are made up of three components. Those three components include service fees, County disposal fees, and franchise fees. Of these three components, only the County disposal fee will be increased for the residential billing because it is a pass-through, which means the overall rates for residential will experience a modest increase of 2.2% for a 100-gallon container or from \$31.19 to \$31.87, and a 2.7% increase for a 60-gallon container, or from \$25.59 to \$26.27. CR&R has decided to waive its right to increase the CPI index for this year of 5.76% and will only increase the residential rates by the County pass-through amounts.

The rates for commercial will increase by the CPI and the County disposal fee and will increase anywhere between 6.3% to 6.8%. See attached table contained within this staff report for complete rates on commercial.

Staff recommends that the City approve a resolution amending the County disposal fee from \$31.19 to \$31.87 under the rubbish collection charges services of the Perris Municipal Code.

---

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

---

Prepared by: Stephen Ajobiewe, Finance Manager

**REVIEWED BY:**

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

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

Deputy City Manager SR

**Attachments:**

1. Resolution
2. CR&R Letter Dated April 18, 2022

Consent:  X

Public Hearing:

Business Item:

Presentation:

Other:

**ATTACHMENT 1**

**RESOLUTION**

**RESOLUTION NUMBER \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AMENDING RUBBISH COLLECTION CHARGES AS PERMITTED IN SECTION 7.16.050 (D) OF THE PERRIS MUNICIPAL CODE AND RESCINDING RESOLUTION NUMBER 5817.**

**WHEREAS**, the Consumer Price Index has increased by 5.76%; and the County of Riverside has increased their landfill tipping fees by 8.60%; and

**WHEREAS**, said increase is necessary to defray these costs by increasing the rates and charges to the recipient of such services.

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

Section 1. Pursuant to 7.16.050 (D) of the Perris Municipal Code, the rates and charges of Chapter 7.16 are adjusted as follows:

“Section 7.16.050 Rubbish Collection, Disposal, and Street Sweeping”

1. A monthly charge for rubbish collection, transfer, disposal, and street sweeping services is hereby levied upon each occupied household and business establishment, in accordance with the following rates:

(a) Residential

- (1) Single family residences, mobile homes, apartments, condominiums, townhomes, bungalow courts, and multiple residences per dwelling unit, using 100-gallon individual receptacles.  
Monthly Rate: (includes extraordinary recycling fee) \$31.87
- (2) Single family residences, mobile homes, apartments, condominiums, townhomes, bungalow courts, and multiple residences per dwelling unit, using 60-gallon individual receptacles.  
Monthly Rate: (includes extraordinary recycling fee) \$26.27
- (3) Additional 100-gallon individual receptacles.  
Monthly Rate: \$10.68
- (4) Additional 60-gallon individual receptacles.  
Monthly Rate: \$9.26

<b>(b) Commercial and Industrial</b>		
(1) Individual receptacles		
Once per week pick-up:		\$46.12
 <b>(c) Commercial, Industrial, and Multiple Residences</b>		
(1) Two cubic yard container		
	1 x week	\$188.08
	2 x week	\$354.53
	3 x week	\$520.95
	4 x week	\$687.38
	5 x week	\$853.90
	6 x week	\$1,020.26
 (2) Three cubic yard container		
	1 x week	\$215.36
	2 x week	\$406.43
	3 x week	\$597.55
	4 x week	\$788.60
	5 x week	\$979.75
	6 x week	\$1,170.79
 <b>(d) Other</b>		
(1) 10 to 40 cubic yard roll-off container		\$314.98 + MRF/landfill fees
 <b>(e) Street Sweeping Services</b>		
(1) Weekly Commercial, Arterial, and Downtown Area		
(2) Bi-Weekly Residential Area		
Included in the Rates listed above.		

### **Organic AD Rates**

Residential Rate per Home	\$2.29
Roll-off processing rate	\$101.51

### **Commercial, industrial, and multi-family residential non-food monthly bin rates (green waste only)**

(1) Two cubic yard container		
	1 x week	\$218.40
Non-food Establishment	2 x week	\$421.82
	3 x week	\$625.25
	4 x week	\$828.68
	5 x week	\$1,032.15
	6 x week	\$1,235.55

### **Commercial, industrial, and family residential food monthly bin rates**

(2) Two cubic yard container		
	1 x week	\$285.73
Food Establishment	2 x week	\$556.54
	3 x week	\$827.32
	4 x week	\$1,098.11
	5 x week	\$1,368.90
	6 x week	\$1,639.65

Commercial, industrial, and multi-family residential non-food monthly bin rates (green waste only)

(3) 64-gallon Cart	1 x week	\$50.33
Non-food Establishment	2 x week	\$100.63
	3 x week	\$150.94
	4 x week	\$201.27
	5 x week	\$251.58
	6 x week	\$301.88

Commercial, industrial, and multi-family residential food monthly bin rates

(4) 64-gallon Cart	1 x week	\$63.25
Food Establishment	2 x week	\$126.42
	3 x week	\$189.50
	4 x week	\$252.80
	5 x week	\$315.98
	6 x week	\$379.15

Bundled Commercial Compliance Rates

(5) 3 Yard Comm Bin, 90G Comm Recycle, 64G Food-waste	1 x week	\$325.81
	2 x week	\$627.17
	3 x week	\$928.58
	4 x week	\$1,229.96
	5 x week	\$1,531.42
	6 x week	\$1,832.72

These rates shall become effective July 1, 2022.

Section 2. Resolution Number 5817 is hereby rescinded.

**ADOPTED, SIGNED AND APPROVED** this 31st day of May 2022.

\_\_\_\_\_  
Michael M. Vargas, Mayor

ATTEST:

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

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

I, Nancy Salazar, City Clerk of the City of Perris, California, 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 31st day of May, 2022, by the following called vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

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



**ATTACHMENT 2**

**CR&R LETTER DATED APRIL 18, 2022**



April 18, 2022

Ms. Clara Miramontes  
City Manager  
City of Perris  
101 North "D" Street  
Perris, CA 92570

Re: Annual Consumer Price Index Adjustment

Dear Clara,

Pursuant to Exhibit "E" of our current agreement to provide Solid Waste and Recycling Services to the City of Perris, CR&R Incorporated respectfully submits the attached information which outlines our Annual Rate Adjustment request for fiscal year 2022-2023. As you may be aware, there is a condition in our current contract which states that the rates illustrated in Exhibit "E" shall be adjusted annually (each July 1<sup>st</sup>) to reflect the change in the Consumer Price Index (CPI) as well as changes to the County of Riverside landfill tipping fees.

This correspondence, as well as the attached exhibits and spreadsheets, outline our current and proposed rates for both residential and commercial customers located within the City of Perris.

In reviewing the data from the Bureau of Labor Statistics (BLS) for the Annual Change for 2021, the applicable CPI has increased by 5.76%. In addition, the County of Riverside's Waste Management Department has indicated that they will adjust their disposal rate by 8.60% from \$32.71 per ton to \$35.52 per ton (this is what we pay to the County of Riverside at the landfill).

This year, given all the challenges we have faced mainly due to Covid-19, we are proposing to waive a significant portion our contractually allowed CPI rate adjustment for residential customers. Instead of passing 100% of allowable CPI's, CR&R is proposing the following adjustments for residential rates:

On July 1, 2022 we will only pass through the County's landfill increase portion through the disposal portion of the residential rate. This is what we pay the County to dispose of

your trash at the landfill. **We will not pass through the contractually allowed 5.76% CPI.** This is a significant waiver of fee increases to the City of Perris residents, even though CR&R's costs have significantly increased this year due to our new labor agreement and other inflationary related impacts. This is a savings of \$1.87 per home, per month. City wide this represents an annual savings to Perris residents of over \$330,000. We will also waive the 4.96% Residential SB 1383 Compliance Fee for this year as well. This fee was intended to pay for the costs of implementing all the SB 1383 programs that the City is required by State Law to put in place. These programs, when implemented by CR&R and City Staff, will keep the City of Perris in compliance with SB 1383 and avoid potential fines.

For all other rates, we are proposing to adjust those rates as we had discussed last year. This adjustment includes both the allowable 5.76% CPI as well as an additional SB 1383 Compliance Fee of 4.96%. As mentioned earlier, this additional fee is intended to help defray the additional costs of implementing SB 1383 (the State Mandated Organics Recycling Program) in the City of Perris. Some of these new costs include, but are not limited to:

- Additional personnel costs
- Additional reporting requirement costs
- Additional public education costs
- Additional hardware and software costs
- Additional auditing and material characterization costs
- Additional general compliance costs

As we have stated in prior years, we greatly appreciate our long-standing relationship with the City of Perris, as well as the opportunity that we have had to be of service to your residents and businesses. As one of the City's largest employers, it truly has been and continues to be an honor and a privilege to be of service. Please do not hesitate to call us if you should have any questions or comments. We look forward to any further assistance that we may be able to provide.

Respectfully,



J. Alex Braicovich  
Senior Regional Vice President  
CR&R Incorporated

Cc: Ernie Reyna, Asst. City Manager  
Bryant Hill, PW Director





# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** May 31, 2022

**SUBJECT:** Consider Annual Levy for the Community Facilities Districts

**REQUESTED ACTION:** Consideration to Adopt Resolution Number (next in order) Authorizing the Annual Tax Levies and Placement on the County Tax Roll

**CONTACT:** Ernie Reyna, Deputy City Manager *ER*

### BACKGROUND/DISCUSSION:

The City of Perris formed Community Facilities Districts (CFD) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982. The City of Perris has the responsibility to levy and collect special taxes each year to meet debt service payments and other costs / expenses as authorized by section 53340 of the Government Code of the State of California. The City is also responsible for compliance with all covenants, terms and conditions of the CFD bonds. The annual resolution provides Riverside County the authorization to assess each parcel its share of assessment taxes for Fiscal Year 2022-23.

### BUDGET (or FISCAL) IMPACT:

Collected tax levies are transferred to the CFD bond trustee for payment of annual principal, interest, and administrative obligations. Such transactions are budgeted and accounted for in the City's Trust and Agency funds.

Prepared by: Stephen Ajobiwe, Finance Manager

### REVIEWED BY:

City Attorney \_\_\_\_\_  
 Assistant City Manager \_\_\_\_\_  
 Deputy City Manager *ER*

- Attachments: 1. Resolution of the City of Perris Establishing Annual Special Tax for Fiscal Year 2022-23
2. Proposed Special Tax Levy for Fiscal Year 2022-23 for the Community Facilities Districts shown as Exhibits:

Exhibit "A" - Community Facilities District 1-S  
Exhibit "B" - Community Facilities District 93-1R  
Exhibit "C" - Community Facilities District 2001-1 IA 1  
Exhibit "D" - Community Facilities District 2001-1 IA 2  
Exhibit "E" - Community Facilities District 2001-1 IA 3  
Exhibit "F" - Community Facilities District 2001-1 IA 4  
Exhibit "G" - Community Facilities District 2001-1 IA 5  
Exhibit "H" - Community Facilities District 2001-1 IA 6  
Exhibit "I" - Community Facilities District 2001-1 IA 7  
Exhibit "J" - Community Facilities District 2001-2  
Exhibit "K" - Community Facilities District 2001-3  
Exhibit "L" - Community Facilities District 2002-1  
Exhibit "M" - Community Facilities District 2003-1  
Exhibit "N" - Community Facilities District 2004-1  
Exhibit "O" - Community Facilities District 2004-2  
Exhibit "P" - Community Facilities District 2004-3 IA 1  
Exhibit "Q" - Community Facilities District 2004-3 IA 2  
Exhibit "R" - Community Facilities District 2004-5  
Exhibit "S" - Community Facilities District 2005-1 IA 3  
Exhibit "T" - Community Facilities District 2005-1 IA 4  
Exhibit "U" - Community Facilities District 2005-2  
Exhibit "V" - Community Facilities District 2005-4  
Exhibit "W" - Community Facilities District 2006-1  
Exhibit "X" - Community Facilities District 2006-2  
Exhibit "Y" - Community Facilities District 2007-2  
Exhibit "Z" - Community Facilities District 2014-1 IA 1  
Exhibit "AA" - Community Facilities District 2014-1 IA 2  
Exhibit "BB" - Community Facilities District 2014-1 IA 3  
Exhibit "CC" - Community Facilities District 2018-1 IA 1  
Exhibit "DD" - Community Facilities District 2018-1 IA 2  
Exhibit "EE" - Community Facilities District 2018-2  
Exhibit "FF" - Community Facilities District 2021-1

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

# **ATTACHMENT 1**

## **RESOLUTION OF THE CITY OF PERRIS ESTABLISHING ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23**

**RESOLUTION NUMBER XXXX**

**RESOLUTION OF THE CITY OF PERRIS CITY COUNCIL  
ACTING AS THE LEGISLATIVE BODY OF THE  
COMMUNITY FACILITIES DISTRICT NOS. 1-S, 93-1R, 2001-  
1 IA 1, 2001-1 IA 2, 2001-1 IA 3, 2001-1 IA 4, 2001-1 IA 5, 2001-  
1 IA 6, 2001-1 IA 7, 2001-2, 2001-3, 2002-1, 2003-1, 2004-1,  
2004-2, 2004-3 IA 1, 2004-3 IA 2, 2004-5, 2005-1 IA 3, 2005-1 IA  
4, 2005-2, 2005-4, 2006-1, 2006-2, 2007-2, 2014-1 IA1, 2014-1  
IA2, 2014-1 IA3, 2018-1 IA1, 2018-1 IA2, 2018-02, AND 2021-1  
ESTABLISHING THE LEVY OF SPECIAL TAXES FOR  
FISCAL YEAR 2022/2023**

**WHEREAS**, the City Council of the City of Perris, California (hereinafter referred to as the "legislative body"), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a Community Facilities District, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (these Community Facilities Districts shall hereinafter be referred to as "Districts"); and

**WHEREAS**, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to said Community Facilities Districts, and this legislative body is desirous to establish the specific rate of the special tax to be collected for the next fiscal year;

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

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

**Section 2.** That the specific rate of the special tax to be collected to pay for the costs and expenses for the next fiscal year 2022/2023 for the referenced Districts are hereby determined and established as set forth in the attached, referenced and incorporated Exhibits "A – FF".

**Section 3.** That the rate as set forth above does not exceed the amount as previously authorized by Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the Districts and are exempt from the requirements of Section XIII D of the California State Constitution (Proposition 218).

**Section 4.** That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:



- A. Payment of principal of and interest on any outstanding authorized bonded indebtedness;
- B. Necessary replenishment of bond reserve funds or other reserve fund;
- C. Payment of costs and expenses of authorized public facilities and services;
- D. Repayment of advances and loans, if appropriate; and
- E. Payment of District administrative costs.

The proceeds of the special taxes shall be used as set forth above, and shall not be used for any other purpose.

**Section 5.** The special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

**Section 6.** Monies above collected shall be paid into the Community Facilities Districts' funds, including any bond fund and reserve fund.

**Section 7.** The Auditor of the County is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special tax, and for the exact rate and amount of said tax, reference is made to the attached Exhibits "A - FF."

**Section 8.** The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

**ADOPTED, SIGNED** and **APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor, Michael M. Vargas

ATTEST:

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

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

I, \_\_\_\_\_, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO  
HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly  
adopted by the City Council of the City of Perris at a regular meeting thereof held the \_\_\_\_ day  
of \_\_\_\_\_, 2022, and that it was so adopted by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

## **ATTACHMENT 2**

**PROPOSED SPECIAL TAX LEVY FOR FISCAL  
YEAR 2022-23 FOR THE COMMUNITY  
FACILITIES DISTRICTS SHOWN AS EXHIBITS**

**EXHIBIT "A"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 1-S  
SOUTH PERRIS PUBLIC SERVICES CFD  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Maximum Special Tax Rate <sup>(1)</sup>	
		FY 2021/2022	FY 2022/2023
1 – Single Family Unit	Per Unit	\$421.25	\$429.68
2 – Multi Family Unit	Per Unit	\$210.62	\$214.84
3 – Non Residential	Per Acre	\$1,685.02	\$1,718.72

<sup>(1)</sup> In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

Land Use Class	Special Tax Rate Multiplier	FY 2022/2023	
		Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Single Family Unit	Per Unit	\$429.68	\$429.68
2 – Multi Family Unit	Per Unit	\$214.84	\$214.84
3 – Non Residential	Per Acre	\$1,718.72	\$1,718.72

<sup>(1)</sup> In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**EXHIBIT "B"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 93-1R, MAY RANCH  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	FY 2021/2022		FY 2022/2023	
		Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>
Developed - Residential	Per Square Footage	\$863,368.58	\$0.2666	\$880,635.95	\$0.2719

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003. There exists also, a Backup Maximum Special Tax base rate of \$0.2013 per square foot with a 2% inflator beginning July 1, 2003.
- (2) The Maximum Special Tax Rate is calculated by the Aggregate Maximum Special Tax divided by the total square footage in the District.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate.

For Fiscal Year 2022/2023, the Annual Costs will be determined.

In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Administration Agreement and any amendment thereto.

Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs proportionately on each Assessor's Parcel up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "B"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 93-1R, MAY RANCH  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	FY 2022/2023			
		Aggregate Maximum Special Tax <sup>(1)</sup>	Aggregate Proposed Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Proposed Special Tax Rate <sup>(2)</sup>
Developed - Residential	Per Square Footage	\$880,635.95	\$880,635.95	\$0.2719	\$0.2719

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003. There exists also, a Backup Maximum Special Tax base rate of \$0.2013 per square foot with a 2% inflator beginning July 1, 2003.
- (2) The Maximum or Proposed Special Tax Rate is calculated by the Aggregate Maximum or Proposed Special Tax divided by the total square footage in the District.

**EXHIBIT "C"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Maximum Special Tax Rate <sup>(1)</sup>	
		FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	\$1,748.17	\$1,783.13

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "C"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

<b>Land Use Class</b>	<b>Special Tax Rate Multiplier</b>	<b>FY 2022/2023</b>	
		<b>Maximum Special Tax Rate <sup>(1)</sup></b>	<b>Proposed Special Tax Rate</b>
<b>1 – Residential</b>	<b>Per Unit</b>	<b>\$1,783.13</b>	<b>\$1,783.13</b>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.



**EXHIBIT “D”**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 2,101	\$1,427.67	\$1,456.22
2 – Residential	Per Unit	2,101 to 2,400	\$1,589.38	\$1,621.16
3 – Residential	Per Unit	2,401 to 2,700	\$1,681.16	\$1,714.78
4 – Residential	Per Unit	2,701 to 3,000	\$1,831.21	\$1,867.83
5 – Residential	Per Unit	Greater than 3,000	\$1,992.91	\$2,032.77

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "D"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,101	\$1,456.22	\$1,456.22
2 – Residential	Per Unit	2,101 to 2,400	\$1,621.16	\$1,621.16
3 – Residential	Per Unit	2,401 to 2,700	\$1,714.78	\$1,714.78
4 – Residential	Per Unit	2,701 to 3,000	\$1,867.83	\$1,867.83
5 – Residential	Per Unit	Greater than 3,000	\$2,032.77	\$2,032.77

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**EXHIBIT "E"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 1,501	\$989.17	\$1,008.95
2 – Residential	Per Unit	1,501 to 1,800	\$1,080.95	\$1,102.57
3 – Residential	Per Unit	1,801 to 2,100	\$1,231.00	\$1,255.62
4 – Residential	Per Unit	2,101 to 2,400	\$1,381.05	\$1,408.67
5 – Residential	Per Unit	2,401 to 2,700	\$1,542.76	\$1,573.61
6 – Residential	Per Unit	Greater than 2,700	\$1,727.77	\$1,762.33

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "E"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 1,501	\$1,008.95	\$1,008.95
2 – Residential	Per Unit	1,501 to 1,800	\$1,102.57	\$1,102.57
3 – Residential	Per Unit	1,801 to 2,100	\$1,255.62	\$1,255.62
4 – Residential	Per Unit	2,101 to 2,400	\$1,408.67	\$1,408.67
5 – Residential	Per Unit	2,401 to 2,700	\$1,573.61	\$1,573.61
6 – Residential	Per Unit	Greater than 2,700	\$1,762.33	\$1,762.33

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**EXHIBIT "F"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 4  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 1,801	\$2,768.27	\$2,823.64
2 – Residential	Per Unit	1,801 to 2,100	\$2,982.51	\$3,042.16
3 – Residential	Per Unit	2,101 to 2,400	\$3,184.14	\$3,247.83
4 – Residential	Per Unit	2,401 to 2,700	\$3,375.98	\$3,443.50
5 – Residential	Per Unit	2,701 to 3,000	\$3,847.86	\$3,924.82
6 – Residential	Per Unit	Greater than 3,000	\$4,259.53	\$4,344.72

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "F"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 4  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 1,801	\$2,823.64	\$2,823.64
2 – Residential	Per Unit	1,801 to 2,100	\$3,042.16	\$3,042.16
3 – Residential	Per Unit	2,101 to 2,400	\$3,247.83	\$3,247.83
4 – Residential	Per Unit	2,401 to 2,700	\$3,443.50	\$3,443.50
5 – Residential	Per Unit	2,701 to 3,000	\$3,924.82	\$3,924.82
6 – Residential	Per Unit	Greater than 3,000	\$4,344.72	\$4,344.72

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "G"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 5  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 2,400	\$3,861.86	\$3,939.10
2 – Residential	Per Unit	2,401 to 2,700	\$4,223.12	\$4,307.59
3 – Residential	Per Unit	2,701 to 3,000	\$4,223.12	\$4,307.59
4 – Residential	Per Unit	3,001 to 3,300	\$4,414.96	\$4,503.26
5 – Residential	Per Unit	Greater than 3,300	\$4,734.21	\$4,828.90

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "G"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 5  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,400	\$3,939.10	\$3,939.10
2 – Residential	Per Unit	2,401 to 2,700	\$4,307.59	\$4,307.59
3 – Residential	Per Unit	2,701 to 3,000	\$4,307.59	\$4,307.59
4 – Residential	Per Unit	3,001 to 3,300	\$4,503.26	\$4,503.26
5 – Residential	Per Unit	Greater than 3,300	\$4,828.90	\$4,828.90

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.



**EXHIBIT "H"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 6  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

**Zone 1**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	1,900 or less	\$3,162.79	\$3,226.04
2 – Residential	Per Unit	1,901 to 2,200	\$3,311.89	\$3,378.12
3 – Residential	Per Unit	2,201 to 2,500	\$3,459.67	\$3,528.86
4 – Residential	Per Unit	2,501 to 2,800	\$3,665.51	\$3,738.82
5 – Residential	Per Unit	2,801 or greater	\$3,794.82	\$3,870.71

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**Zone 2**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	1,900 or less	\$2,608.60	\$2,660.78
2 – Residential	Per Unit	1,901 to 2,200	\$2,737.91	\$2,792.67
3 – Residential	Per Unit	2,201 to 2,600	\$2,840.83	\$2,897.65
4 – Residential	Per Unit	2,601 to 2,800	\$3,988.78	\$4,068.55
5 – Residential	Per Unit	2,801 or greater	\$4,118.09	\$4,200.45

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**EXHIBIT "H"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 6  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.**

**EXHIBIT "H"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 6  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**Zone 1**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	1,900 or less	\$3,226.04	\$3,226.04
2 – Residential	Per Unit	1,901 to 2,200	\$3,378.12	\$3,378.12
3 – Residential	Per Unit	2,201 to 2,500	\$3,528.86	\$3,528.86
4 – Residential	Per Unit	2,501 to 2,800	\$3,738.82	\$3,738.82
5 – Residential	Per Unit	2,801 or greater	\$3,870.71	\$3,870.71

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**Zone 2**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	1,900 or less	\$2,660.78	\$2,660.78
2 – Residential	Per Unit	1,901 to 2,200	\$2,792.67	\$2,792.67
3 – Residential	Per Unit	2,201 to 2,600	\$2,897.65	\$2,897.65
4 – Residential	Per Unit	2,601 to 2,800	\$4,068.55	\$4,068.55
5 – Residential	Per Unit	2,801 or greater	\$4,200.45	\$4,200.45

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**EXHIBIT "I"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 7  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	1,800 or less	\$2,657.65	\$2,710.81
2 – Residential	Per Unit	1,801 to 2,100	\$2,713.66	\$2,767.94
3 – Residential	Per Unit	2,101 to 2,400	\$2,932.10	\$2,990.74
4 – Residential	Per Unit	2,401 to 2,700	\$3,455.79	\$3,524.91
5 – Residential	Per Unit	2,701 to 3,000	\$3,983.68	\$4,063.36
6 – Residential	Per Unit	3,001 or greater	\$4,258.13	\$4,343.29

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "I"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 7  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	1,800 or less	\$2,710.81	\$2,710.81
2 – Residential	Per Unit	1,801 to 2,100	\$2,767.94	\$2,767.94
3 – Residential	Per Unit	2,101 to 2,400	\$2,990.74	\$2,990.74
4 – Residential	Per Unit	2,401 to 2,700	\$3,524.91	\$3,524.91
5 – Residential	Per Unit	2,701 to 3,000	\$4,063.36	\$4,063.36
6 – Residential	Per Unit	3,001 or greater	\$4,343.29	\$4,343.29

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "J"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-2, VILLAGES OF AVALON  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Residential Floor Area (Sq Ft)	FY 2021/2022		FY 2022/2023	
		Maximum Special Tax Rate Per Unit/Acre	Maximum Public Safety CFD Special Tax Per Unit/Acre	Maximum Special Tax Rate Per Unit/Acre <sup>(1)</sup>	Maximum Public Safety CFD Special Tax Per Unit/Acre <sup>(1)(2)</sup>
1 – Residential	Greater than 2,250	\$2,282.82	\$364.20	\$2,328.47	\$371.48
2 – Residential	1,600 to 2,250	\$2,006.02	\$364.20	\$2,046.14	\$371.48
3 – Residential	Less than 1,600	\$1,686.98	\$364.20	\$1,720.72	\$371.48
4 – Non-Residential (Acres)	N/A	\$13,581.85	\$1,456.81	\$13,853.48	\$1,485.95
5 – Undeveloped	N/A	\$13,581.85	N/A	\$13,853.48	N/A

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Assigned and Public Safety CFD Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year beginning July 1, 2003.  
 (2) The CFD Special Tax Rate per unit for Residential Developed Property or per acre for Non-Residential Developed Property is applied as a credit for all Developed Properties in CFD 2001-2, Villages of Avalon.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

**EXHIBIT "J"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-2, VILLAGES OF AVALON  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Residential Floor Area (Sq Ft)	FY 2022/2023			
		Maximum Special Tax Rate Per Unit/Acre	Maximum Public Safety CFD Special Tax Per Unit/Acre	Proposed Special Tax Rate Per Unit/Acre <sup>(1)</sup>	Proposed Public Safety CFD Special Tax Per Unit/Acre <sup>(1)(2)</sup>
1 – Residential	Greater than 2,250	\$2,328.47	\$371.48	\$2,328.47	\$371.48
2 – Residential	1,600 to 2,250	\$2,046.14	\$371.48	\$2,046.14	\$371.48
3 – Residential	Less than 1,600	\$1,720.72	\$371.48	\$1,720.72	\$371.48
4 – Non-Residential (Acres)	N/A	\$13,853.48	\$1,485.95	\$13,853.48	\$1,485.95
5– Undeveloped	N/A	\$13,853.48	N/A	\$13,853.48	N/A

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.
- (2) The CFD Special Tax Rate per unit for Residential Developed Property or per acre for Non-Residential Developed Property is applied as a credit for all Developed Properties in CFD 2001-2, Villages of Avalon.

**EXHIBIT "K"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-3  
NORTH PERRIS PUBLIC SAFETY CFD  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Maximum Special Tax Rate <sup>(1)</sup>	
		FY 2021/2022	FY 2022/2023
1 – Single Family Unit	Per Unit	\$364.20	\$371.48
2 – Multi Family Unit	Per Unit	\$72.84	\$74.29
3 – Non- Residential	Per Acre	\$1,456.81	\$1,485.95

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

Land Use Class	Special Tax Rate Multiplier	FY 2022/2023	
		Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Single Family Unit	Per Unit	\$371.48	\$371.48
2 – Multi Family Unit	Per Unit	\$74.29	\$74.29
3 – Non- Residential	Per Acre	\$1,485.95	\$1,485.95

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.



**EXHIBIT "L"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2002-1, WILLOWBROOK  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Greater than 2,749	\$2,239.11	\$2,283.90
2 – Residential	Per Unit	2,500 to 2,749	\$2,024.96	\$2,065.46
3 – Residential	Per Unit	2,250 to 2,499	\$1,965.23	\$2,004.54
4 – Residential	Per Unit	2,000 to 2,249	\$1,810.81	\$1,847.03
5 – Residential	Per Unit	1,750 to 1,999	\$1,751.08	\$1,786.10
6 – Residential	Per Unit	1,500 to 1,749	\$1,619.97	\$1,652.37
7 – Residential	Per Unit	Less than 1,500	\$1,430.58	\$1,459.20

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.**

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "L"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2002-1, WILLOWBROOK  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 2,749	\$2,283.90	\$2,283.90
2 – Residential	Per Unit	2,500 to 2,749	\$2,065.46	\$2,065.46
3 – Residential	Per Unit	2,250 to 2,499	\$2,004.54	\$2,004.54
4 – Residential	Per Unit	2,000 to 2,249	\$1,847.03	\$1,847.03
5 – Residential	Per Unit	1,750 to 1,999	\$1,786.10	\$1,786.10
6 – Residential	Per Unit	1,500 to 1,749	\$1,652.37	\$1,652.37
7 – Residential	Per Unit	Less than 1,500	\$1,459.20	\$1,459.20

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**EXHIBIT "M"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2003-1, CHAPARRAL RIDGE  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 2,400	\$2,279.12	\$2,324.70
2 – Residential	Per Unit	2,400 to 2,599	\$2,450.87	\$2,499.88
3 – Residential	Per Unit	2,600 to 2,799	\$2,545.42	\$2,596.32
4 – Residential	Per Unit	Greater than 2,799	\$2,641.11	\$2,693.93

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2004.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "M"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2003-1, CHAPARRAL RIDGE  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,400	\$2,324.70	\$2,324.70
2 – Residential	Per Unit	2,400 to 2,599	\$2,499.88	\$2,499.88
3 – Residential	Per Unit	2,600 to 2,799	\$2,596.32	\$2,596.32
4 – Residential	Per Unit	Greater than 2,799	\$2,693.93	\$2,693.93

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2004.

**EXHIBIT "N"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-1, AMBER OAKS  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Greater than 2,000	\$2,429.41	\$2,478.00
2 – Residential	Per Unit	1,500 to 2,000	\$2,224.98	\$2,269.48
3 – Residential	Per Unit	Less than 1,500	\$2,059.75	\$2,100.95

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "N"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-1, AMBER OAKS  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

<b>Land Use Class</b>	<b>Special Tax Rate Multiplier</b>	<b>Residential Floor Area (Sq Ft)</b>	<b>FY 2022/2023</b>	
			<b>Maximum Special Tax Rate <sup>(1)</sup></b>	<b>Proposed Special Tax Rate</b>
1 – Residential	Per Unit	Greater than 2,000	\$2,478.00	\$2,478.00
2 – Residential	Per Unit	1,500 to 2,000	\$2,269.48	\$2,269.48
3 – Residential	Per Unit	Less than 1,500	\$2,100.95	\$2,100.95

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT “O”**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-2  
CORMAN LEIGH COMMUNITIES  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Greater than 2,749	\$2,816.02	\$2,872.34
2 – Residential	Per Unit	2,500 to 2,749	\$2,537.69	\$2,588.45
3 – Residential	Per Unit	2,250 to 2,499	\$2,398.52	\$2,446.50
4 – Residential	Per Unit	2,000 to 2,249	\$2,259.35	\$2,304.54
5 – Residential	Per Unit	1,750 to 1,999	\$2,106.27	\$2,148.39
6 – Residential	Per Unit	Less than 1,750	\$1,925.34	\$1,963.85

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "O"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-2  
CORMAN LEIGH COMMUNITIES  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 2,749	\$2,872.34	\$2,872.34
2 – Residential	Per Unit	2,500 to 2,749	\$2,588.45	\$2,588.45
3 – Residential	Per Unit	2,250 to 2,499	\$2,446.50	\$2,446.50
4 – Residential	Per Unit	2,000 to 2,249	\$2,304.54	\$2,304.54
5 – Residential	Per Unit	1,750 to 1,999	\$2,148.39	\$2,148.39
6 – Residential	Per Unit	Less than 1,750	\$1,963.85	\$1,963.85

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.



**EXHIBIT “P”**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 1,801	\$2,129.76	\$2,172.36
2 – Residential	Per Unit	1,801 to 2,100	\$2,300.59	\$2,346.60
3 – Residential	Per Unit	2,101 to 2,400	\$2,472.82	\$2,522.28
4 – Residential	Per Unit	2,401 to 2,700	\$2,916.70	\$2,975.03
5 – Residential	Per Unit	2,701 to 3,000	\$3,199.55	\$3,263.54
6 – Residential	Per Unit	3,001 to 3,300	\$3,314.37	\$3,380.65
7 – Residential	Per Unit	Greater than 3,300	\$3,770.85	\$3,846.26

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "P"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 1,801	\$2,172.36	\$2,172.36
2 – Residential	Per Unit	1,801 to 2,100	\$2,346.60	\$2,346.60
3 – Residential	Per Unit	2,101 to 2,400	\$2,522.28	\$2,522.28
4 – Residential	Per Unit	2,401 to 2,700	\$2,975.03	\$2,975.03
5 – Residential	Per Unit	2,701 to 3,000	\$3,263.54	\$3,263.54
6 – Residential	Per Unit	3,001 to 3,300	\$3,380.65	\$3,380.65
7 – Residential	Per Unit	Greater than 3,300	\$3,846.26	\$3,846.26

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT “Q”**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 2,401	\$2,614.25	\$2,666.53
2 – Residential	Per Unit	2,401 to 2,700	\$2,842.49	\$2,899.33
3 – Residential	Per Unit	2,701 to 3,000	\$3,014.71	\$3,075.01
4 – Residential	Per Unit	3,001 to 3,300	\$3,242.95	\$3,307.81
5 – Residential	Per Unit	Greater than 3,300	\$3,770.85	\$3,846.26
6 – Non Residential	Per Acre	N/A	\$17,507.21	\$17,857.36
7 – Undeveloped	Per Acre	N/A	\$17,507.21	\$17,857.36

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "Q"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,401	\$2,666.53	\$2,666.53
2 – Residential	Per Unit	2,401 to 2,700	\$2,899.33	\$2,899.33
3 – Residential	Per Unit	2,701 to 3,000	\$3,075.01	\$3,075.01
4 – Residential	Per Unit	3,001 to 3,300	\$3,307.81	\$3,307.81
5 – Residential	Per Unit	Greater than 3,300	\$3,846.26	\$3,846.26
6 – Non Residential	Per Acre	N/A	\$17,857.36	\$17,857.36
7 – Undeveloped	Per Acre	N/A	\$17,857.36	\$17,857.36

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "R"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-5, AMBER OAKS II  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Greater than 2,199	\$2,057.80	\$2,098.96
2 – Residential	Per Unit	1,800 to 2,199	\$1,990.53	\$2,030.35
3 – Residential	Per Unit	1,501 to 1,799	\$1,857.37	\$1,894.52
4 – Residential	Per Unit	Less than 1,501	\$1,655.57	\$1,688.69

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "R"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-5, AMBER OAKS II  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 2,199	\$2,098.96	\$2,098.96
2 – Residential	Per Unit	1,800 to 2,199	\$2,030.35	\$2,030.35
3 – Residential	Per Unit	1,501 to 1,799	\$1,894.52	\$1,894.52
4 – Residential	Per Unit	Less than 1,501	\$1,688.69	\$1,688.69

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**EXHIBIT "S"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 2,201	\$2,675.90	\$2,729.42
2 – Residential	Per Unit	2,201 to 2,400	\$2,931.88	\$2,990.51
3 – Residential	Per Unit	2,401 to 2,600	\$3,252.51	\$3,317.56
4 – Residential	Per Unit	2,601 to 2,800	\$3,317.16	\$3,383.51
5 – Residential	Per Unit	2,801 to 3,000	\$3,508.49	\$3,578.66
6 – Residential	Per Unit	3,001 to 3,200	\$3,598.21	\$3,670.18
7 – Residential	Per Unit	Greater than 3,200	\$3,804.05	\$3,880.13

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "S"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,201	\$2,729.42	\$2,729.42
2 – Residential	Per Unit	2,201 to 2,400	\$2,990.51	\$2,990.51
3 – Residential	Per Unit	2,401 to 2,600	\$3,317.56	\$3,317.56
4 – Residential	Per Unit	2,601 to 2,800	\$3,383.51	\$3,383.51
5 – Residential	Per Unit	2,801 to 3,000	\$3,578.66	\$3,578.66
6 – Residential	Per Unit	3,001 to 3,200	\$3,670.18	\$3,670.18
7 – Residential	Per Unit	Greater than 3,200	\$3,880.13	\$3,880.13

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.



**EXHIBIT "T"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS  
IMPROVEMENT AREA NO. 4  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 2,500	\$3,226.12	\$3,290.64
2 – Residential	Per Unit	2,500 to 2,800	\$3,625.92	\$3,698.44
3 – Residential	Per Unit	2,801 to 3,100	\$3,806.69	\$3,882.83
4 – Residential	Per Unit	3,101 to 3,400	\$4,063.99	\$4,145.27
5 – Residential	Per Unit	Greater than 3,400	\$4,269.83	\$4,355.22

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "T"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS  
IMPROVEMENT AREA NO. 4  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,500	\$3,290.64	\$3,290.64
2 – Residential	Per Unit	2,500 to 2,800	\$3,698.44	\$3,698.44
3 – Residential	Per Unit	2,801 to 3,100	\$3,882.83	\$3,882.83
4 – Residential	Per Unit	3,101 to 3,400	\$4,145.27	\$4,145.27
5 – Residential	Per Unit	Greater than 3,400	\$4,355.22	\$4,355.22

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**EXHIBIT "U"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-2, HARMONY GROVE  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

**Zone A**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 2,800	\$2,557.49	\$2,608.64
2 – Residential	Per Unit	2,800 to 2,999	\$2,800.48	\$2,856.49
3 – Residential	Per Unit	3,000 to 3,199	\$3,083.27	\$3,144.94
4 – Residential	Per Unit	3,200 to 3,399	\$3,272.72	\$3,338.17
5 – Residential	Per Unit	Greater than 3,399	\$3,541.78	\$3,612.62

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**Zone B**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 3,200	\$3,946.75	\$4,025.69
2 – Residential	Per Unit	3,200 to 3,399	\$4,148.55	\$4,231.52
3 – Residential	Per Unit	3,400 to 3,799	\$4,284.46	\$4,370.15
4 – Residential	Per Unit	3,800 to 3,999	\$4,620.79	\$4,713.21
5 – Residential	Per Unit	Greater than 3,999	\$4,891.23	\$4,989.06

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit**

**EXHIBIT "U"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-2, HARMONY GROVE  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**Zone A**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,800	\$2,608.64	\$2,608.64
2 – Residential	Per Unit	2,800 to 2,999	\$2,856.49	\$2,856.49
3 – Residential	Per Unit	3,000 to 3,199	\$3,144.94	\$3,144.94
4 – Residential	Per Unit	3,200 to 3,399	\$3,338.17	\$3,338.17
5 – Residential	Per Unit	Greater than 3,399	\$3,612.62	\$3,612.62

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**Zone B**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 3,200	\$4,025.69	\$4,025.69
2 – Residential	Per Unit	3,200 to 3,399	\$4,231.52	\$4,231.52
3 – Residential	Per Unit	3,400 to 3,799	\$4,370.15	\$4,370.15
4 – Residential	Per Unit	3,800 to 3,999	\$4,713.21	\$4,713.21
5 – Residential	Per Unit	Greater than 3,999	\$4,989.06	\$4,989.06

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**EXHIBIT "V"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-4, STRATFORD RANCH  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 2,176	\$2,882.84	\$2,940.50
2 – Residential	Per Unit	2,176 to 2,475	\$3,355.24	\$3,422.35
3 – Residential	Per Unit	2,476 to 2,775	\$3,390.24	\$3,458.04
4 – Residential	Per Unit	2,776 to 3,075	\$3,567.89	\$3,639.25
5 – Residential	Per Unit	3,076 to 3,375	\$3,803.42	\$3,879.49
6 – Residential	Per Unit	Greater than 3,375	\$4,593.44	\$4,685.31
7 – Non-Residential	Per Acre	N/A	\$21,109.94	\$21,532.14
8 – Undeveloped	Per Acre	N/A	\$21,109.94	\$21,532.14

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**EXHIBIT "V"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-4, STRATFORD RANCH  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,176	\$2,940.50	\$2,940.50
2 – Residential	Per Unit	2,176 to 2,475	\$3,422.35	\$3,422.35
3 – Residential	Per Unit	2,476 to 2,775	\$3,458.04	\$3,458.04
4 – Residential	Per Unit	2,776 to 3,075	\$3,639.25	\$3,639.25
5 – Residential	Per Unit	3,076 to 3,375	\$3,879.49	\$3,879.49
6 – Residential	Per Unit	Greater than 3,375	\$4,685.31	\$4,685.31
7 – Non-Residential	Per Acre	N/A	\$21,532.14	\$21,532.14
8 – Undeveloped	Per Acre	N/A	\$21,532.14	\$21,532.14

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**EXHIBIT "W"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-1, MERITAGE HOMES  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 2,300	\$3,302.76	\$3,368.81
2 – Residential	Per Unit	2,300 to 2,600	\$3,479.06	\$3,548.65
3 – Residential	Per Unit	Greater than 2,600	\$3,643.26	\$3,716.13
4 – Undeveloped	Per Acre	N/A	\$22,890.52	\$23,348.33

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "W"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-1, MERITAGE HOMES  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,300	\$3,368.81	\$3,368.81
2 – Residential	Per Unit	2,300 to 2,600	\$3,548.65	\$3,548.65
3 – Residential	Per Unit	Greater than 2,600	\$3,716.13	\$3,716.13
4 – Undeveloped	Per Acre	N/A	\$23,348.33	\$23,348.33

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.



**EXHIBIT "X"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-2  
MONUMENT PARK ESTATES  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 1,801	\$2,789.37	\$2,845.16
2 – Residential	Per Unit	1,801 to 2,000	\$3,045.35	\$3,106.26
3 – Residential	Per Unit	2,001 to 2,200	\$3,251.19	\$3,316.21
4 – Residential	Per Unit	2,201 to 2,400	\$3,379.18	\$3,446.76
5 – Residential	Per Unit	2,401 to 2,600	\$3,507.17	\$3,577.31
6 – Residential	Per Unit	Greater than 2,600	\$3,724.88	\$3,799.38
7 – Undeveloped	Per Acre	N/A	\$19,619.32	\$20,011.71

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**EXHIBIT "X"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-2  
MONUMENT PARK ESTATES  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 1,801	\$2,845.16	\$2,845.16
2 – Residential	Per Unit	1,801 to 2,000	\$3,106.26	\$3,106.26
3 – Residential	Per Unit	2,001 to 2,200	\$3,316.21	\$3,316.21
4 – Residential	Per Unit	2,201 to 2,400	\$3,446.76	\$3,446.76
5 – Residential	Per Unit	2,401 to 2,600	\$3,577.31	\$3,577.31
6 – Residential	Per Unit	Greater than 2,600	\$3,799.38	\$3,799.38
7 – Undeveloped	Per Acre	N/A	\$20,011.71	\$20,011.71

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**EXHIBIT "Y"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2007-2, PACIFIC HERITAGE  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

**Zone 1**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 2,200	\$2,502.16	\$2,552.20
2 – Residential	Per Unit	2,200 to 2,499	\$2,611.40	\$2,663.63
3 – Residential	Per Unit	2,500 to 2,799	\$2,829.88	\$2,886.48
4 – Residential	Per Unit	2,800 to 3,099	\$3,051.49	\$3,112.52
5 – Residential	Per Unit	3,100 to 3,399	\$3,093.10	\$3,154.97
6 – Residential	Per Unit	3,400 to 3,699	\$3,428.11	\$3,496.68
7 – Residential	Per Unit	3,700 and Greater	\$3,599.78	\$3,671.77
8 – Undeveloped	Per Acre	N/A	\$21,352.12	\$21,779.17

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2020.

**Zone 2**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Less than 2,200	\$2,180.67	\$2,224.29
2 – Residential	Per Unit	2,200 to 2,499	\$2,408.52	\$2,456.69
3 – Residential	Per Unit	2,500 to 2,799	\$2,721.68	\$2,776.12
4 – Residential	Per Unit	2,800 to 3,099	\$2,864.22	\$2,921.50
5 – Residential	Per Unit	3,100 to 3,399	\$2,996.35	\$3,056.27
6 – Residential	Per Unit	3,400 to 3,699	\$3,091.02	\$3,152.84
7 – Residential	Per Unit	3,700 and Greater	\$3,158.65	\$3,221.82
8 – Undeveloped	Per Acre	N/A	\$21,352.12	\$21,779.17

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2020.

**EXHIBIT “Y”**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2007-2, PACIFIC HERITAGE  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**Zone 1**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,200	\$2,552.20	\$2,552.20
2 – Residential	Per Unit	2,200 to 2,499	\$2,663.63	\$2,663.63
3 – Residential	Per Unit	2,500 to 2,799	\$2,886.48	\$2,886.48
4 – Residential	Per Unit	2,800 to 3,099	\$3,112.52	\$3,112.52
5 – Residential	Per Unit	3,100 to 3,399	\$3,154.97	\$3,154.97
6 – Residential	Per Unit	3,400 to 3,699	\$3,496.68	\$3,496.68
7 – Residential	Per Unit	3,700 and Greater	\$3,671.77	\$3,671.77
8 – Undeveloped	Per Acre	N/A	\$21,779.17	\$21,779.17

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2020.

**EXHIBIT "Y"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2007-2, PACIFIC HERITAGE  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**Zone 2**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,200	\$2,224.29	\$2,224.29
2 – Residential	Per Unit	2,200 to 2,499	\$2,456.69	\$2,456.69
3 – Residential	Per Unit	2,500 to 2,799	\$2,776.12	\$2,776.12
4 – Residential	Per Unit	2,800 to 3,099	\$2,921.50	\$2,921.50
5 – Residential	Per Unit	3,100 to 3,399	\$3,056.27	\$3,056.27
6 – Residential	Per Unit	3,400 to 3,699	\$3,152.84	\$3,152.84
7 – Residential	Per Unit	3,700 and Greater	\$3,221.82	\$3,221.82
8 – Undeveloped	Per Acre	N/A	\$21,779.17	\$21,779.17

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2020.

**EXHIBIT "Z"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Greater than 3,150	\$1,926.86	\$1,965.40
2 – Residential	Per Unit	2,951 to 3,150	\$1,715.14	\$1,749.44
3 – Residential	Per Unit	2,751 to 2,950	\$1,673.47	\$1,706.94
4 – Residential	Per Unit	2,551 to 2,750	\$1,541.71	\$1,572.55
5 – Residential	Per Unit	2,351 to 2,550	\$1,470.76	\$1,500.18
6 – Residential	Per Unit	2,151 to 2,350	\$1,358.15	\$1,385.31
7 – Residential	Per Unit	1,951 to 2,150	\$1,245.53	\$1,270.44
8 – Residential	Per Unit	1,751 to 1,950	\$1,091.25	\$1,113.07
9 – Residential	Per Unit	Less than 1,750	\$903.18	\$921.24
10 – Undeveloped	Per Acre	N/A	\$8,964.25	\$9,143.53

<sup>(1)</sup> In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

**EXHIBIT “Z”**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 3,150	\$1,965.40	\$1,965.40
2 – Residential	Per Unit	2,951 to 3,150	\$1,749.44	\$1,749.44
3 – Residential	Per Unit	2,751 to 2,950	\$1,706.94	\$1,706.94
4 – Residential	Per Unit	2,551 to 2,750	\$1,572.55	\$1,572.55
5 – Residential	Per Unit	2,351 to 2,550	\$1,500.18	\$1,500.18
6 – Residential	Per Unit	2,151 to 2,350	\$1,385.31	\$1,385.31
7 – Residential	Per Unit	1,951 to 2,150	\$1,270.44	\$1,270.44
8 – Residential	Per Unit	1,751 to 1,950	\$1,113.07	\$1,113.07
9 – Residential	Per Unit	Less than 1,750	\$921.24	\$921.24
10 – Undeveloped	Per Acre	N/A	\$9,143.53	\$9,143.53

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

**EXHIBIT "AA"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Greater than 3,150	\$1,926.86	\$1,965.40
2 – Residential	Per Unit	2,951 to 3,150	\$1,715.14	\$1,749.44
3 – Residential	Per Unit	2,751 to 2,950	\$1,673.47	\$1,706.94
4 – Residential	Per Unit	2,551 to 2,750	\$1,541.71	\$1,572.55
5 – Residential	Per Unit	2,351 to 2,550	\$1,470.76	\$1,500.18
6 – Residential	Per Unit	2,151 to 2,350	\$1,358.15	\$1,385.31
7 – Residential	Per Unit	1,951 to 2,150	\$1,245.53	\$1,270.44
8 – Residential	Per Unit	1,751 to 1,950	\$1,091.25	\$1,113.07
9 – Residential	Per Unit	Less than 1,750	\$903.18	\$921.24
10 – Undeveloped	Per Acre	N/A	\$8,933.84	\$9,112.52

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**



**EXHIBIT "AA"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 3,150	\$1,965.40	\$1,965.40
2 – Residential	Per Unit	2,951 to 3,150	\$1,749.44	\$1,749.44
3 – Residential	Per Unit	2,751 to 2,950	\$1,706.94	\$1,706.94
4 – Residential	Per Unit	2,551 to 2,750	\$1,572.55	\$1,572.55
5 – Residential	Per Unit	2,351 to 2,550	\$1,500.18	\$1,500.18
6 – Residential	Per Unit	2,151 to 2,350	\$1,385.31	\$1,385.31
7 – Residential	Per Unit	1,951 to 2,150	\$1,270.44	\$1,270.44
8 – Residential	Per Unit	1,751 to 1,950	\$1,113.07	\$1,113.07
9 – Residential	Per Unit	Less than 1,750	\$921.24	\$921.24
10 – Undeveloped	Per Acre	N/A	\$9,112.52	\$9,112.52

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

**EXHIBIT BB”**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2022/2022 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Greater than 3,150	\$1,926.86	\$1,965.40
2 – Residential	Per Unit	2,951 to 3,150	\$1,715.14	\$1,749.44
3 – Residential	Per Unit	2,751 to 2,950	\$1,673.47	\$1,706.94
4 – Residential	Per Unit	2,551 to 2,750	\$1,541.71	\$1,572.55
5 – Residential	Per Unit	2,351 to 2,550	\$1,470.76	\$1,500.18
6 – Residential	Per Unit	2,151 to 2,350	\$1,358.15	\$1,385.31
7 – Residential	Per Unit	1,951 to 2,150	\$1,245.53	\$1,270.44
8 – Residential	Per Unit	1,751 to 1,950	\$1,091.25	\$1,113.07
9 – Residential	Per Unit	Less than 1,750	\$903.18	\$921.24
10 – Undeveloped	Per Acre	N/A	\$8,662.44	\$8,835.69

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.**

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

**EXHIBIT BB”**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2022/2022 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 3,150	\$1,965.40	\$1,965.40
2 – Residential	Per Unit	2,951 to 3,150	\$1,749.44	\$1,749.44
3 – Residential	Per Unit	2,751 to 2,950	\$1,706.94	\$1,706.94
4 – Residential	Per Unit	2,551 to 2,750	\$1,572.55	\$1,572.55
5 – Residential	Per Unit	2,351 to 2,550	\$1,500.18	\$1,500.18
6 – Residential	Per Unit	2,151 to 2,350	\$1,385.31	\$1,385.31
7 – Residential	Per Unit	1,951 to 2,150	\$1,270.44	\$1,270.44
8 – Residential	Per Unit	1,751 to 1,950	\$1,113.07	\$1,113.07
9 – Residential	Per Unit	Less than 1,750	\$921.24	\$921.24
10 – Undeveloped	Per Acre	N/A	\$8,835.69	\$8,835.69

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

**EXHIBIT “CC”**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2018-1, GREEN VALLEY-WEST ELM  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Greater than 2,700	\$1,838.00	\$1,838.00
2 – Residential	Per Unit	2,401 to 2,700	\$1,635.00	\$1,635.00
3 – Residential	Per Unit	2,201 to 2,400	\$1,486.00	\$1,486.00
4 – Residential	Per Unit	1,701 to 2,200	\$1,211.00	\$1,211.00
5 – Residential	Per Unit	Less than 1,700	\$1,093.00	\$1,093.00
10 – Undeveloped	Per Acre	N/A	\$9,786.00	\$9,786.00

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the Annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the Special Tax Requirement is defined as the amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "CC"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2018-1, GREEN VALLEY-WEST ELM  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

<b>Land Use Class</b>	<b>Special Tax Rate Multiplier</b>	<b>Residential Floor Area (Sq Ft)</b>	<b>FY 2022/2023</b>	
			<b>Maximum Special Tax Rate <sup>(1)</sup></b>	<b>Proposed Special Tax Rate</b>
1 – Residential	Per Unit	Greater than 2,700	\$1,838.00	\$1,838.00
2 – Residential	Per Unit	2,401 to 2,700	\$1,635.00	\$1,635.00
3 – Residential	Per Unit	2,201 to 2,400	\$1,486.00	\$1,486.00
4 – Residential	Per Unit	1,701 to 2,200	\$1,211.00	\$1,211.00
5 – Residential	Per Unit	Less than 1,700	\$1,093.00	\$1,093.00
10 – Undeveloped	Per Acre	N/A	\$9,786.00	\$9,786.00

**EXHIBIT “DD”**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2018-1, GREEN VALLEY-WEST ELM  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	Greater than 2,400	\$1,756.00	\$1,756.00
2 – Residential	Per Unit	2,201 to 2,400	\$1,551.00	\$1,551.00
3 – Residential	Per Unit	2,001 to 2,200	\$1,409.00	\$1,409.00
4 – Residential	Per Unit	Less than 2,000	\$1,180.00	\$1,180.00
10 – Undeveloped	Per Acre	N/A	\$9,985.00	\$9,985.00

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the Special Tax Requirement is defined as the amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "DD"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2018-1, GREEN VALLEY-WEST ELM  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

<b>Land Use Class</b>	<b>Special Tax Rate Multiplier</b>	<b>Residential Floor Area (Sq Ft)</b>	<b>FY 2022/2023</b>	
			<b>Maximum Special Tax Rate <sup>(1)</sup></b>	<b>Proposed Special Tax Rate</b>
1 – Residential	Per Unit	Greater than 2,400	\$1,756.00	\$1,756.00
2 – Residential	Per Unit	2,201 to 2,400	\$1,551.00	\$1,551.00
3 – Residential	Per Unit	2,001 to 2,200	\$1,409.00	\$1,409.00
4 – Residential	Per Unit	Less than 2,000	\$1,180.00	\$1,180.00
10 – Undeveloped	Per Acre	N/A	\$9,985.00	\$9,985.00

**EXHIBIT "EE"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2018-02, PUBLIC SERVICES DISTRICT  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes the Maximum Special Tax Rate for Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to the Fiscal Year 2021/2022 Maximum Special Tax Rate.

Land Use	Special Tax Rate Multiplier	FY 2021/2022	FY 2022/2023	Greater of CPI or 2%
		Maximum Special Tax Rate <sup>(1)</sup>	Maximum Special Tax Rate <sup>(1)</sup>	
Taxable Property	Per Thousand Square Footage	\$19.91	\$21.06	5.76%

(1) In accordance with the Rate and Method of Apportionment, on each July 1, commencing on July 1, 2019, the Maximum Special Tax for Taxable Property shall be increased annually by the greater of the change in the Consumer Price Index during the twelve (12) months prior to December of the previous Fiscal Year, or two percent (2.00%).

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate.

Land Use	Special Tax Rate Multiplier	FY 2022/2023	
		Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
Taxable Property	Per Thousand Square Footage	\$21.06	\$21.06

(1) In accordance with the Rate and Method of Apportionment, on each July 1, commencing on July 1, 2019, the Maximum Special Tax for Taxable Property shall be increased annually by the greater of the change in the Consumer Price Index during the twelve (12) months prior to December of the previous Fiscal Year, or two percent (2.00%).



**EXHIBIT "FF"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2021-1, AVION POINTE/ACACIA  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2022/2023 Maximum Special Tax Rate as compared to Fiscal Year 2021/2022 Maximum Special Tax Rate.

**Zone 1**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Assigned Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	2,399 or Greater	\$2,064.00	\$2,105.28
2 – Residential	Per Unit	2,201 to 2,400	\$1,997.00	\$2,036.94
3 – Residential	Per Unit	2,200 or Less	\$1,930.00	\$1,968.60
4 – Undeveloped	Per Acre	N/A	\$11,607.00	\$11,839.14

(1) In accordance with the Rate and Method of Apportionment, the Maximum Assigned Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2022.

**Zone 2**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Assigned Special Tax Rate <sup>(1)</sup>	
			FY 2021/2022	FY 2022/2023
1 – Residential	Per Unit	2,399 or Greater	\$2,446.00	\$2,494.92
2 – Residential	Per Unit	2,201 to 2,400	\$2,371.00	\$2,418.42
3 – Residential	Per Unit	2,200 or Less	\$2,295.00	\$2,340.90
8 – Undeveloped	Per Acre	N/A	\$17,109.00	\$17,451.18

(1) In accordance with the Rate and Method of Apportionment, the Maximum Assigned Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2022.

**EXHIBIT "FF"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2021-1, AVION POINTE/ACACIA  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2022/2023 Proposed Special Tax Rate to the Fiscal Year 2022/2023 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2022/2023, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay regularly Scheduled Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Fees and Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**Zone 1**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2022/2023	
			Maximum Assigned Special Tax Rate <sup>(1)</sup>	Proposed Assigned Special Tax Rate
1 – Residential	Per Unit	2,399 or Greater	\$2,105.28	\$2,105.28
2 – Residential	Per Unit	2,201 to 2,400	\$2,036.94	\$2,036.94
3 – Residential	Per Unit	2,200 or Less	\$1,968.60	\$1,968.60
4 – Undeveloped	Per Acre	N/A	\$11,839.14	\$11,839.14

(1) In accordance with the Rate and Method of Apportionment, the Maximum Assigned Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2022.

**EXHIBIT "FF"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2021-1, AVION POINTE/ACACIA  
FISCAL YEAR 2022/2023 PROPOSED SPECIAL TAX LEVY**

**Zone 2**

<b>Land Use Class</b>	<b>Special Tax Rate Multiplier</b>	<b>Residential Floor Area (Sq Ft)</b>	<b>FY 2022/2023</b>	
			<b>Maximum Assigned Special Tax Rate <sup>(1)</sup></b>	<b>Proposed Assigned Special Tax Rate</b>
1 – Residential	Per Unit	2,399 or Greater	\$2,494.92	\$2,494.92
2 – Residential	Per Unit	2,201 to 2,400	\$2,418.42	\$2,418.42
3 – Residential	Per Unit	2,200 or Less	\$2,340.90	\$2,340.90
4 – Undeveloped	Per Acre	N/A	\$17,451.18	\$17,451.18

(1) In accordance with the Rate and Method of Apportionment, the Maximum Assigned Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2022.



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 31, 2022

**SUBJECT:** Check Registers for February and March 2022

**REQUESTED ACTION:** Approve the City's Monthly Check Registers for February and March 2022

**CONTACT:** Ernie Reyna, Deputy City Manager *ER*

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#### BACKGROUND / DISCUSSION:

The check registers for the months of February and March 2022 are presented for City Council approval.

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#### BUDGET (or FISCAL) IMPACT:

None.

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Prepared by: Stephen Ajobiewe, Finance Manager

#### REVIEWED BY:

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager *ER*

#### Attachments:

1. Check Register – February 28, 2022
2. Check Register – March 31, 2022

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

# **ATTACHMENT 1**

**CHECK REGISTER – FEBRUARY 28, 2022**

**CITY OF PERRIS**  
**CHECK REGISTER**  
**February 28, 2022**

<b>CHECK</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
148763	02/02/2022	MARY CATHY OWENS	KAJUKENBO INSTRUCTOR 10/05-10/20/2021	423.50
148764	02/02/2022	ADVANCE REFRIGERATION & ICE SY	ICE MACHINE REPAIRS, SENIOR CENTER	762.31
148765	02/02/2022	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	183.66
148766	02/02/2022	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	4,813.33
148767	02/02/2022	CAMERON WELDING SUPPLY	PACKAGED GASES FOR WELDING PURPOSE	70.00
148768	02/02/2022	FLO-SERVICES, INC.	SEWER SERVICES: 4TH STREET	37,010.95
148769	02/02/2022	FLOWATER, INC.	RENTAL: DRINKING WATER DISPENSER	1,073.86
148770	02/02/2022	G. HURTADO CONST. INC.	EMERGENCY WATER LEAK: 476 E 4TH STREET	15,585.28
148771	02/02/2022	HOME DEPOT CREDIT SERVICES	BUILDING MAINT SUPPLIES/SR CENTER/CITY FARM/RAINGEAR	707.65
148772	02/02/2022	INTERWEST CONSULTING GROUP, INC.	ENGINEERING SERVICES; GREEN VALLEY	126,099.51
148773	02/02/2022	J THAYER COMPANY, INC.	OFFICE SUPPLIES; VARIOUS DEPT	942.42
148774	02/02/2022	LEILANI CONSTRUCTION INC.	LUNCHROOM/OFFICE SUPPLIES	11,000.00
148775	02/02/2022	JIM FORBES VOICE, INC.	ORDINANCE: LEGAL PUBLICATIONS- VARIOUS	1,303.19
148776	02/02/2022	PINEDA GENERAL CONSTRUCTION	MONUMENT SIGN ACCESS DOOR INSTALLS	1,895.00
148777	02/02/2022	ROMO PIPELINE	SEWER LIFT STATION: 4TH ST/WILKERSON	43,350.00
148778	02/02/2022	LAURA SOSA	FITNESS INSTRUCTOR SVCS JAN 2022	2,325.00
148779	02/02/2022	USK TAE KWON DO	TAE KWON DO INSTRUCTOR 9/27-10/27/21	525.00
148780	02/02/2022	WATER EDUCATION SERVICES, INC	PROFESSIONAL SERVICES: WATER & SEWER	4,400.00
148781	02/02/2022	WEST COAST ARBORISTS, INC	TREE REMOVAL SERVICES; VARIOUS BENEFIT ZONES	29,582.10
148782	02/02/2022	WILLDAN FINANCIAL SERVICES	LANDSCAPE & LIGHTING MAINT DISTRICT FY21-22	27,750.00
148783	02/03/2022	AMAZON CAPITAL SERVICES	CHRISTMAS TREE LIGHTING EVENT/SR CENTER/JANITORIAL SUPPLIES	5,383.12
148784	02/03/2022	ANDERSON CHEVROLET	PUB WORKS: AUTO PART	31.30
148785	02/03/2022	ANDERSON ELECTRIC	ELECTRICAL REPAIRS/MAINTENANCE: VARIOUS LOCATIONS	3,403.00
148786	02/03/2022	SYLVIA ARVIZU	VISION REIMBURSEMENT	850.00
148787	02/03/2022	AUTO ZONE COMMERCIAL	AIR FILTERS, BRAKE PADS, CARBON ROTORS	317.11
148788	02/03/2022	DANIEL BARRAZA	WORK SHOE REIMBURSEMENT	88.10
148789	02/03/2022	BARRY KAY ENTERPRISES, INC	YOUTH SPORT UNIFORMS	1,323.61
148790	02/03/2022	BAY ALARM COMPANY	MONITORING; VARIOUS LOCATIONS DEC-JAN 2022	3,988.69

**CITY OF PERRIS**  
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148791	02/03/2022	BLADES GROUP, LLC	RA-50 ROCK ASPHALT 50LB	4,464.00
148792	02/03/2022	BMW MOTORCYCLES OF RIVERSIDE	SHERIFF DEPT: 2022 BMW MOTORCYCLE R 1250 RT-P	35,788.17
148793	02/03/2022	DEREK BROWN	DANCE INSTRUCTOR SVCS 11/04-12/20/21	280.00
148794	02/03/2022	KERRI CALVILLO	PERMIT TECH CERTIFICATE: FEE REIMBURSEMENT	121.00
148795	02/03/2022	CAMPOS MATERIALS	CITY HALL MAINTENANCE	2,055.38
148796	02/03/2022	CDTFA	WATER RIGHTS: ACCT 094-024671 7/01-6/30/2022	382.67
148797	02/03/2022	CINTAS	FACILITY MAINT SUPPLIES; VARIOUS DEPT	1,716.26
148798	02/03/2022	CORPORATE PAYMENT SYSTEMS	CONFERENCE PARKING/LUNCH MEETING W/ MAYOR	105.95
148799	02/03/2022	CORPORATE PAYMENT SYSTEMS	BREAKFASTG W/ SANTA/DECK THE HALLS/HR ORIENTATION	1,789.37
148800	02/03/2022	CORPORATE PAYMENT SYSTEMS	CONFERENCE FLIGHTS/SHERIFF TRAINING FLIGHTS/SR CENTER EVENT	3,856.29
148801	02/03/2022	CORPORATE PAYMENT SYSTEMS	TOY DRIVE 2021/CITY LOGO SHIRTS FOR STAFF/OFFICE EQUIP	4,525.80
148802	02/03/2022	CR&R INCORPORATED	JAN 2022 COMMERCIAL TRASH SERVICES: 11 S D STREET	274.38
148803	02/03/2022	DATA TICKET, INC.	SHERIFF: DAILY CITATION PROCESSING, DEC 2021	10.90
148804	02/03/2022	DAVID WHEELER'S PEST CONTROL	PARKS PEST CONTROL SERVICES, DEC 2021	1,800.00
148805	02/03/2022	DFM ASSOCIATES	ELECTION SERVICES: CODE BOOK	65.25
148806	02/03/2022	DIVERSIFIED DISTRIBUTION	BATTERIES, OIL	562.57
148807	02/03/2022	GALLARDOS TRANSMISSION	MOTOR, BRAKE REPAIRS: VARIOUS VEHICLES	4,442.66
148808	02/03/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM, DEC 2021	53.86
148809	02/03/2022	GOLDSTAR ASPHALT PRODUCTS	STEEL JUMBO POST RIVETS, TRAFFIC PAINT	895.41
148810	02/03/2022	GORM, INC.	PARKS MAINT TOOLS	3,622.20
148811	02/03/2022	GOSCH - FORD	AUTO PARTS: 2019 FORD T150 VAN	119.95
148812	02/03/2022	VOID	VOID	0.00
148813	02/03/2022	GRAINGER	PUBLIC HEALTH SUPPLIES: RESPIRATOR	240.43
148814	02/03/2022	DEBRA K HARDMAN	PETTING ZOO FOR CHRISTMAS EVENT 2021	975.00
148815	02/03/2022	HAULAWAY STORAGE CONTAINERS, INC	20FT CONTAINER RENTAL; 1093 HARLEY KNOX BLVD	165.20
148816	02/03/2022	HEMET FENCE CORP	COPPER CREEK PARK MAINT	4,500.00
148817	02/03/2022	HYDROPOINT DATA SYSTEMS, INC.	1 YEAR RENEWAL BZ-135 WEATHERTRAK	235.00
148818	02/03/2022	IB REPROGRAPHICS	BID SPECS	82.00

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148819	02/03/2022	VISUAL EDGE, INC.	PW YARD; PRINTER SERVICES 12/12-1/11/2022	55.86
148820	02/03/2022	INLAND DESERT SECURITY & COM	PW ANSWERING SERVICES FEB-MAR 2022	542.00
148821	02/03/2022	INLAND LIGHTING SUPPLIES, INC.	GROUND LIGHTING REPAIRS	391.49
148822	02/03/2022	INLAND ROAD SERVICE & TIRE	NEW TIRES: LOADER LUG NHS	969.63
148823	02/03/2022	INTERMEDIA.NET INC.	OFFICE 365 LICENSING: 12/02-1/01/2022	3,865.78
148824	02/03/2022	IRON MOUNTAIN	FILE STORAGE SERVICES	947.84
148825	02/03/2022	J&R CONCRETE PRODUCTS, INC.	METZ PARK	63.03
148826	02/03/2022	JIM ROGERS' LOCK & KEY	DUPLICATE KEYS FOR PARKS	150.60
148827	02/03/2022	JOHNSON CONTROLS FIRE PROTECTION	FIRE ALARM ANNUAL SERVICE: BOB GLASS GYM	4,494.88
148828	02/03/2022	KH METALS AND SUPPLY	HOT ROLLED CARBON STEEL	63.58
148829	02/03/2022	JOYCE LEE	VISION REIMBURSEMENT	51.36
148830	02/03/2022	RIVERSIDE COUNTY LIBRARY SYSTEMS	LIBRARY DONATION; ARPA FUNDS 2022	17,000.00
148831	02/03/2022	LOR GEOTECHNICAL GROUP INC	D STREET PUBLIC AREA ENHANCEMENT PROJECT	1,278.00
148832	02/03/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	10,846.34
148833	02/03/2022	MARSHACK HAYS, LLP	WESTERN COMMUNITY ENERGY; PROF SERVICES OCT-DEC 2021	3,375.00
148834	02/03/2022	MR. G'S PLUMBING	RESTROOM REPAIRS AT STATLER YOUTH CENTER	250.00
148835	02/03/2022	NATIONAL DRIVE	TEAMSTERS DRIVE, DECEMBER 2021	12.00
148836	02/03/2022	O'REILLY FIRST CALL	TRACTOR SUPPLIES	540.05
148837	02/03/2022	OCHOA'S BACKFLOW SYSTEMS	REBUILD LEAKING 3/4" WILKINS	299.87
148838	02/03/2022	PAPER RECYCLING & SHREDDING	ON-SITE SHREDDING SERVICES; PUB WORKS YARD	63.00
148839	02/03/2022	PERRIS CAR WASH	CITY VEHICLE MAINT: VARIOUS	37.98
148840	02/03/2022	PINEWOOD PERRIS INVESTMENT, LLC	HOTEL VOUCHERS NOV-JAN 2022	5,015.00
148841	02/03/2022	RIGHTWAY	PORTABLE TOILET SERVICES	27.13
148842	02/03/2022	JOSEPH RIVERA	VISION REIMBURSEMENT	302.10
148843	02/03/2022	RCIT	RIVERSIDE COUNTY INFORMATION TECH: RADIO SERVICES 5/01-5/31/21	1,004.52
148844	02/03/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM, DEC 2021	99.00
148845	02/03/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM, DEC 2021	60.15
148846	02/03/2022	MIGUEL ROMERO	WORK SHOE REIMBURSEMENT	144.99



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148847	02/03/2022	ROSA'S BRIDE & TUX BOUTIQUE	RENTALS FOR SNOW DAY 1/29/2022	350.18
148848	02/03/2022	ROW TRAFFIC SAFETY, INC	PARKS SIGNAGE	185.77
148849	02/03/2022	SC FUELS	FUEL CARDS 1/15/2022	5,192.45
148850	02/03/2022	SOUTHERN CALIFORNIA EDISON	SERVICE PERIOD: 10/18-11/28/2021	2,008.82
148851	02/03/2022	SOUTHERN CALIFORNIA EDISON	SERVICE PERIOD: 11/03-12/17/2021	2,391.57
148852	02/03/2022	SOUTHERN CALIFORNIA EDISON	SERVICE PERIOD: 11/15-12/16/2021	19,308.11
148853	02/03/2022	SHRED-IT C/O STERICYCLE, INC.	FINANCE DEPT: SHREDDING SERVICES 1/06-1/27/22	358.72
148854	02/03/2022	SIEMENS MOBILITY, INC.	MURRIETA & ORANGE STL POLE REMOVAL & POLE INSTALL	11,329.31
148855	02/03/2022	SPARKLETT'S	BOTTLED WATER SERVICES	66.90
148856	02/03/2022	STATE OF CALIFORNIA	BLOOD ALCOHOL ANALYSIS	175.00
148857	02/03/2022	SUNDOWN WINDOW TINTING	CITY COUNCIL OFFICE PROJECT	3,358.00
148858	02/03/2022	SUNSTATE EQUIPMENT CO	EQUIPMENT RENTAL, GENERATOR, WATER TRUCK- MERCADO PARK	1,566.87
148859	02/03/2022	SUPERION, LLC	PENTAMATION SOFTWARE MAINT 5/01-4/30/2022	17,648.96
148860	02/03/2022	SUPERIOR PAVEMENT MARKINGS, INC	NUEVO/EL NIDO & HARLEY KNOX/INDIAN AVE	13,505.00
148861	02/03/2022	SWANK MOTION PICTURES, INC	SNOW DAY FILM 1/29/2022	435.00
148862	02/03/2022	TalentZok	TEMP STAFF SERVICES	26,326.26
148863	02/03/2022	CANDELARIO TORRES	HOLIDAY EVENT SUPPLIES	70.00
148864	02/03/2022	TRULY NOLEN BRANCH 064	PEST CONTROL SERVICES; VARIOUS LOCATIONS	886.00
148865	02/03/2022	U-DJ RENTALS & EVENTS	TREE-LIGHTING CEREMONY	1,675.00
148866	02/03/2022	UNIFIRST CORPORATION	MAT CLEANING SERVICES	3,514.38
148867	02/03/2022	VERIZON WIRELESS	IPADS, CITY PHONES, PLATE READERS DEC -JAN 2022	35,383.78
148868	02/03/2022	VILLA, BONIFACIO	WATER DEPOSIT REFUND	47.31
148869	02/03/2022	VISTA PAINT CORPORATION	GRAFFITI ABATEMENT SUPPLIES	1,008.59
148870	02/03/2022	WESTERN AUDIO VISUAL	DIGITAL BOARDS WALKWAY EQUIPMENT	4,332.20
148871	02/03/2022	WINGRAPHICS, INC	TREE-LIGHTING CEREMONY	370.58
148872	02/09/2022	ALESHIRE & WYNDER, LLP	LEGAL SERVICES; DECEMBER 2021	83,164.07
148873	02/09/2022	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	122.44
148874	02/09/2022	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	2,865.91

**CITY OF PERRIS**  
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148875	02/09/2022	BILL & DAVE'S LDSC MAINTENANCE	IRRIGATION REPAIRS: VARIOUS BENEFIT ZONES	2,036.22
148876	02/09/2022	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	22,730.00
148877	02/09/2022	FLOWATER, INC.	DRINKING WATER DISPENSER	308.12
148878	02/09/2022	HOME DEPOT CREDIT SERVICES	CITY HALL REMODEL, CESAR CHAVEZ LIBRARY, LIFT REPAIRS	1,724.99
148879	02/09/2022	INTERWEST CONSULTING GROUP, INC.	SKILLS CENTER, SOUTH PERRIS IDI BUILDING, PLANNING SERVICES	365,589.23
148880	02/09/2022	LA GARE CAFE	CATERING; ERC MEETING, OFFICE SUPPLIES	94.93
148881	02/09/2022	HECTOR LEDESMA	REIMBURSEMENT: PUB WORKS DEPT, VARIOUS TRAININGS	290.00
148882	02/09/2022	PACIFIC CODE COMPLIANCE	BUILDING DEPT: TEMP STAFF SERVICES, INSPECTOR & BLDG OFFICIAL	30,496.15
148883	02/09/2022	JIM FORBES VOICE, INC.	LEGAL PUBLICATION OF ANNEXATION; VARIOUS	1,863.25
148884	02/09/2022	ROMO PIPELINE	4TH ST LIFT STATION & EMERGENCY REPAIR AT 135 N D STREET	7,670.00
148885	02/09/2022	WEST COAST ARBORISTS, INC	CONTRACT TREE MAINT SERVICES & BENEFIT ZONES	42,702.60
148886	02/10/2022	4IMPRINT, INC.	JOB SHADOW DAY SUPPLIES	1,588.30
148887	02/10/2022	ADAME LANDSCAPE, INC.	IRRIGATION REPAIRS: VARIOUS BENEFIT ZONES	978.16
148888	02/10/2022	IKEYA ADAMS	REFEREE SERVICES 2/05/22	75.00
148889	02/10/2022	AIR & HOSE SOURCE, INC.	PRESSURE WASHER REPAIRED	82.97
148890	02/10/2022	AMAZON WEB SERVICES, INC.	CLOUD STORAGE SERVICES DEC-JAN 2022	1,473.36
148891	02/10/2022	AMAZON CAPITAL SERVICES	(6) DELL LAPTOPS, FINANCE IPADS, IT GEN SUPPLIES	12,398.18
148892	02/10/2022	ANDERSON CHEVROLET	PUB WORKS: AUTO PARTS	410.11
148893	02/10/2022	ANDERSON ELECTRIC	ELECTRICAL REPAIRS/MAINTENANCE: VARIOUS LOCATIONS	5,619.00
148894	02/10/2022	AUTO ZONE COMMERCIAL	FUEL CAP	36.64
148895	02/10/2022	BARRY KAY ENTERPRISES, INC	YOUTH BASKETBALL JERSEYS	5,055.38
148896	02/10/2022	BMW MOTORCYCLES OF RIVERSIDE	REAR TIRE REPLACEMENT	344.01
148897	02/10/2022	C5 EQUIPMENT RENTALS, LLC	PUB WORKS: RENTAL EQUIPMENT	896.88
148898	02/10/2022	CAL-STORM COMPLIANCE, INC.	MORGAN PARK PHASE II 2021	4,000.00
148899	02/10/2022	CINTAS	FACILITY MAINT SUPPLIES; VARIOUS DEPT	1,150.93
148900	02/10/2022	COLE-PARMER INSTRUMENT CO.	FIELD SUPPLIES	189.00
148901	02/10/2022	CORPORATE PAYMENT SYSTEMS	TEAM BUILDING/OFFICE SUPPLIES/COUNCIL MEETING DINNER	1,574.23
148902	02/10/2022	CR&R INCORPORATED	40 YARD CONTAINER ONSITE	4,769.29

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148903	02/10/2022	DAN'S FEED AND SEED INC.	RAIN BOOTS	34.47
148904	02/10/2022	EASTERN MUNICIPAL WATER DISTRICT	SERVICE PERIOD: 11/18-12/16/2021	7,084.29
148905	02/10/2022	EASTERN MUNICIPAL WATER DISTRICT	SERVICE PERIOD: 12/03-1/20/2022	77,561.87
148906	02/10/2022	EIDE BAILLY LLP	ACCCOUNTING SERVICES, DECEMBER 2021	6,170.00
148907	02/10/2022	ESGIL, LLC	PLAN REVIEW AND PERMIT SERVICES	325,563.60
148908	02/10/2022	EXPERIAN	CREDIT CHECK SVCS JAN 2022	109.87
148909	02/10/2022	VOID	VOID	0.00
148910	02/10/2022	FIELDMAN, ROLAPP & ASSOCIATES	FINANCE PROFESSIONAL SERVICES	1,291.23
148911	02/10/2022	FIRST SECURITY FINANCE, INC.	SOLAR LOAN PAYMENT 2/01-3/01/22	2,563.82
148912	02/10/2022	FRONTIER	INTERNET/PHONE JAN-FEB 2022	333.37
148913	02/10/2022	GOMEZ, YASMINA	WATER BILL OVER PAYMENT 02690-00	500.00
148914	02/10/2022	GOSCH - FORD	FIRE STATION 90 ; REPAIRS	1,314.20
148915	02/10/2022	EVERETT HAMBLY IV	REIMBURSEMENT: COUNCIL & ADMIN OFFICES	143.36
148916	02/10/2022	HOUSTON & HARRIS PCS, INC.	4TH STREET LIFT STATION	15,957.50
148917	02/10/2022	VISUAL EDGE, INC.	PRINTER SUPPLIES: STAPLE CARTRIDGE	127.15
148918	02/10/2022	IMPERIAL SPRINKLER SUPPLY	PARKS: IRRIGATION SUPPLIES	576.48
148919	02/10/2022	INFRAMARK LLC	OPERATIONS & MAINT EMERGENCY WATER LEAK, JAN 2022	102,158.14
148920	02/10/2022	INLAND ROAD SERVICE & TIRE	FIRE TRUCK #F450 TIRES REPLACED & PW VEHICLES	6,258.46
148921	02/10/2022	INTERNATIONAL E-Z UP, INC	E-Z UP FOR PUBLIC WORKS DEPT	1,539.28
148922	02/10/2022	KOFF & ASSOCIATES, INC	CLASS & COMPENSATION SERVICES	320.00
148923	02/10/2022	LANGSTON MOTORSPORTS	SHERIFF DEPT: MOTORCYCLE SUPPLIES	734.05
148924	02/10/2022	LANGUAGE NETWORK, INC.	COUNCIL MEETING INTERPRETATION SERVICES	1,350.00
148925	02/10/2022	LAUREL PALMS APTS, INC.	MORTGAGE/RENTAL ASSISTANCE PROGM, OCT-MAR 2022	6,750.00
148926	02/10/2022	LAWN TECH	FIELD EQUIPMENT MAINTENANCE	167.81
148927	02/10/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	14,484.82
148928	02/10/2022	NATIONAL BUSINESS FURNITURE, LLC	COUNCIL OFFICES; ARM CHAIR	1,944.67
148929	02/10/2022	NATIONAL STORM WATER	CSI MUNICIPAL	1,448.00
148930	02/10/2022	LEMUEL NEAL	REFEREE SERVICES 2/05/22	478.00

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148931	02/10/2022	O'REILLY FIRST CALL	TRACTOR FLUID, 1- GALLON CAR WASH, ETC	449.95
148932	02/10/2022	OCHOA'S BACKFLOW SYSTEMS	REPAIRS AT VARIOUS BENEFIT ZONES	408.30
148933	02/10/2022	PACKHAM & TOOMEY INC	SERVICE CALL: FIRE STATION 101	764.36
148934	02/10/2022	PERRIS FAMILY APARTMENTS	MORTGAGE/RENTAL ASSISTANCE PROGM, DECEMBER 2021	106.18
148935	02/10/2022	PGI, INC.	QUARTERLY NEWSLETTER: PRINTING/MAILING SERVICES	18,034.84
148936	02/10/2022	PINEWOOD PERRIS INVESTMENT, LLC	HOTEL VOUCHERS NOV-JAN 2022	5,300.00
148937	02/10/2022	PRO TRAFFIC SERVICES, INC.	4TH STREET LIFT STATION	13,444.24
148938	02/10/2022	R DEPENDABLE CONST INC.	CITY HALL BUILDING IMPROVEMENTS PROJECT 11/06-11/30/21	44,899.24
148939	02/10/2022	RIGHTWAY	PORTABLE TOILET SERVICES	1,067.37
148940	02/10/2022	RIVERSIDE COUNTY SHERIFF'S DEPT	CONTRACT LAW ENFORCEMENT INVOICES 10/21-12/15/2021	3,272,484.68
148941	02/10/2022	COUNTY OF RIVERSIDE	FUEL CHARGES	472.81
148942	02/10/2022	SAFETY-KLEEN SYSTEMS, INC.	OIL SERVICE, USED OIL RECYCLE FEE	571.00
148943	02/10/2022	SOUTHERN CALIFORNIA EDISON	7TH STREET & B ST 12/0-12/31/2021	5,077.26
148944	02/10/2022	SOUTHERN CALIFORNIA EDISON	SERVICE PERIOD 12/06-1/18/2022	370.26
148945	02/10/2022	SOUTHERN CALIFORNIA EDISON	SERVICE PERIOD 12/08-1/20/2022	568.55
148946	02/10/2022	SOUTHERN CALIFORNIA EDISON	SERVICE PERIOD 11/17-12/16/2021	3,614.40
148947	02/10/2022	SIEMENS MOBILITY, INC.	STL POLE KD & INSTALL	7,269.91
148948	02/10/2022	SPARKLETTS	BOTTLED WATER SERVICES	73.23
148949	02/10/2022	STATEWIDE EMERGENCY SERVICES	REMOVED NON RCRA HAZARDOUS WASTE	1,579.36
148950	02/10/2022	TalentZok	TEMP STAFF SERVICES	8,049.24
148951	02/10/2022	SPECTRUM BUSINESS	400 S D STREET PERRIS BANK 1/20-2/19/2022	519.92
148952	02/10/2022	JOSE RODOLFO AVILA FRANCO	MORTGAGE/RENTAL ASSISTANCE PRGM, FEB-APR2022	2,850.00
148953	02/10/2022	TRULY NOLEN BRANCH 064	PEST CONTROL SERVICES; VARIOUS LOCATIONS	385.00
148954	02/10/2022	TYLER TECHNOLOGIES, INC.	APPLICATION SERVICES 1/01-3/31/2022	49,637.43
148955	02/10/2022	UNIFIRST CORPORATION	MAT CLEANING SERVICES	698.05
148956	02/10/2022	VIGILANT SOLUTIONS, LLC	ANNUAL RENEWAL SUBSCRIPTION 3/22-2/01/2023	15,990.00
148957	02/10/2022	VISION GLASS AND TINT	BACKHOE : R&R WINDSHIELD	300.00
148958	02/10/2022	WINZER CORPORATION	VEHICLE REPAIRS; FUSES, HAND EQUIPMENT	382.12

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148959	02/10/2022	WESTERN RIVERSIDE COUNCIL	FELLOWSHIP PROGRAM, 2021-2022	10,000.00
148960	02/10/2022	XEROX FINANCIAL SERVICES	CONTRACT LEASE 11/30-2/27/2022	27,516.76
148961	02/16/2022	ACT 1 CONSTRUCTION, INC.	ENCHANTED HILLS PARK	570,182.78
148962	02/16/2022	ALESHIRE & WYNDR, LLP	LEGAL SERVICES; PERSONNEL JAN 2022	3,306.00
148963	02/16/2022	IGNACIO ALVAREZ	VISION REIMBURSEMENT	850.00
148964	02/16/2022	AMERICAN INN	HOTEL VOUCHERS JAN-FEB2022	6,534.00
148965	02/16/2022	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	35,788.61
148966	02/16/2022	BILL & DAVE'S LDSC MAINTENANCE	IRRIGATION REPAIRS: VARIOUS BENEFIT ZONES	210.92
148967	02/16/2022	CAMERON WELDING SUPPLY	PACKAGED GASES FOR WELDING PURPOSE	70.00
148968	02/16/2022	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	15,180.00
148969	02/16/2022	FLO-SERVICES, INC.	4TH STREET PUMP STATION	25,317.22
148970	02/16/2022	FLOWATER, INC.	DRINKING WATER DISPENSER	174.06
148971	02/16/2022	FORENSIC NURSING OF SOCAL, INC.	SUSPECT FORENSIC EXAM	800.00
148972	02/16/2022	HOME DEPOT CREDIT SERVICES	DUCTING FOR CITY HALL	81.08
148973	02/16/2022	INTERWEST CONSULTING GROUP, INC.	TEMP STAFF SERVICES FOR DEVELOPMENT SERVICES DEPT	15,592.50
148974	02/16/2022	J THAYER COMPANY, INC.	OFFICE SUPPLIES; VARIOUS DEPT	227.44
148975	02/16/2022	LA GARE CAFE	COVID19: SENIOR MEALS 5/03-7/09/2021	1,323.96
148976	02/16/2022	LYONS SECURITY SERVICE INC.	SECURITY OFFICER; CITY HALL- DAY/NIGHT VEHICLE PATROL	33,695.52
148977	02/16/2022	NIELSEN MERKSAMER PARRINELLO	LOBBYIST SERVICES 7/01-9/30/2021	15,315.00
148978	02/16/2022	PACIFIC CODE COMPLIANCE	TEMP STAFF SERVICES- BLDG DEPT JAN 2022	400.00
148979	02/16/2022	RK ENGINEERING GROUP INC	PLAN REVIEW AND PERMIT SERVICES	13,575.00
148980	02/16/2022	ROMO PIPELINE	CONCRETE PATCH: 4TH ST/WILKERSON AVE	12,340.00
148981	02/16/2022	WILLDAN FINANCIAL SERVICES	ANNUAL CONTINUING DISCLOSURE/FY20-21 SB1029 CDIAC REPORT	35,300.00
148982	02/17/2022	ADAME LANDSCAPE, INC.	IRRIGATION REPAIRS: VARIOUS BENEFIT ZONES	586.84
148983	02/17/2022	IKEYA ADAMS	REFEREE SERVICES 2/12/22	50.00
148984	02/17/2022	AMAZON CAPITAL SERVICES	COMPUTER EQUIPMENT FOR COUNCIL OFFICES, PHONE CHARGERS	3,421.49
148985	02/17/2022	ANDERSON CHEVROLET	VEHICLE REPAIR PARTS	334.47
148986	02/17/2022	ANDERSON ELECTRIC	ELECTRICAL REPAIRS/MAINTENANCE: VARIOUS LOCATIONS	12,031.00

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148987	02/17/2022	AUTO ZONE COMMERCIAL	SHOP REPAIR PARTS; VARIOUS	314.16
148988	02/17/2022	AWARDS AND SPECIALTIES	COUNCIL MEMBERS: NAME PLATES	354.30
148989	02/17/2022	BLADES GROUP, LLC	50LB BAGS OF ROCKASPHALT	4,464.00
148990	02/17/2022	C5 EQUIPMENT RENTALS, LLC	SKIP LOADER 2 DAY RENTAL	1,046.88
148991	02/17/2022	CADENCE ENVIRONMENTAL CONSULT	DEVELOPMENT REVIEW SERVICES	23,415.86
148992	02/17/2022	CALIFORNIA DEPT OF TAX & FEE ADMIN	WATER RIGHTS	432.24
148993	02/17/2022	CALIFORNIA VETERINARY SPECIALISTS	VET FEES FOR ANIMAL CONTROL DEPT	300.00
148994	02/17/2022	ARTURO CERVANTES	SACRAMENTO CONFERENCE 3/09-3/11/2022	1,257.88
148995	02/17/2022	CINTAS	FACILITY MAINT SUPPLIES; VARIOUS DEPT	1,675.60
148996	02/17/2022	CORPORATE PAYMENT SYSTEMS	PUBLIC SAFETY MEETING, COUNCIL MEETING, CM OFFICE SUPPLIES	953.59
148997	02/17/2022	CR&R INCORPORATED	40YD CONTAINER ONSITE DUMP & EXCH TRASH	3,691.68
148998	02/17/2022	DAN'S FEED AND SEED INC.	STRAW HAT, PROPANE, HARDWARE	210.73
148999	02/17/2022	LAKE PERRIS VILLAGE	UTILITY ASSISTANCE PROGRAM, DEC 2021	215.86
149000	02/17/2022	DELL MARKETING LP	CITY MANAGER'S OFFICE: NEW DESKTOP	1,386.70
149001	02/17/2022	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	70.00
149002	02/17/2022	DIVERSIFIED DISTRIBUTION	BATTERY	97.18
149003	02/17/2022	DUTALE, INC. DBA MCS	GYM: NETWORK DROPS	5,528.64
149004	02/17/2022	EWING IRRIGATION PRODUCTS, INC.	PESTICIDE FOR BZS	191.59
149005	02/17/2022	FERGUSON ENTERPRISES, LLC	SALES TAX REBATE QTR 2 & 3 2021	10,890.50
149006	02/17/2022	ARTURO GARCIA	CAPCA CONFERENCE REIMBURSEMENT JAN 2022	931.26
149007	02/17/2022	EMWD	UTILITY ASSISTANCE PROGRAM, DEC 2021	70.73
149008	02/17/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM, DEC 2021	90.00
149009	02/17/2022	GORM, INC.	GRAY ROLL LINER, GLASS CLEANER	1,967.54
149010	02/17/2022	GRAPPLERS, INC.	PUB WORKS STOCK SUPPLIES	2,654.10
149011	02/17/2022	THE HOUSE OF PORTRAITS, INC.	YOUTH SPORTS PHOTO PACKAGE	1,226.30
149012	02/17/2022	HOWELL HEATING & COOLING	SERVICES: CESAR CHAVEZ LIBRARY	4,151.34
149013	02/17/2022	IB REPROGRAPHICS	BID SPECS	1,183.10
149014	02/17/2022	IDN WILCO, INC.	FACILITY STOCK KEYS	165.31

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149015	02/17/2022	INLAND DESERT SECURITY & COMM	ADMIN: ANSWERING SERVICES	222.00
149016	02/17/2022	INLAND ROAD SERVICE & TIRE	FLAT REPAIR & NEW TIRES FOR JOHN DEERE UNIT# 410C	601.03
149017	02/17/2022	IRON MOUNTAIN	FILE STORAGE SERVICES	947.84
149018	02/17/2022	IVAN FOUNTAIN SERVICES, LLC	SMALL WATER FOUNTAIN REPAIRED	1,200.00
149019	02/17/2022	JACKSON LEWIS PC	PROFESSIONAL SERVICES: ADMIN DEC 31, 2021	3,207.00
149020	02/17/2022	KIMBALL MIDWEST	AUTO PARTS; VARIOUS	445.66
149021	02/17/2022	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES 2022	100.00
149022	02/17/2022	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES 2022	21,912.00
149023	02/17/2022	CYNTHIA LEMUS	VISION REIMBURSEMENT	169.98
149024	02/17/2022	LOR GEOTECHNICAL GROUP INC	D STREET ENHANCEMENT PROJECT	170.00
149025	02/17/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	5,570.89
149026	02/17/2022	MARCH FIELD AIR MUSEUM FD, INC.	22ND ANNUAL RAINCROSS SPONSORSHIP	250.00
149027	02/17/2022	MARK THOMAS & COMPANY, INC.	I 215/HARLEY KNOX INTERCHANGE	29,300.67
149028	02/17/2022	MARSHACK HAYS, LLP	WESTERN COMMUNITY ENERGY; PROFESSIONAL SERVICES JAN 2022	318.00
149029	02/17/2022	LEMUEL NEAL	REFEREE (13) GAMES 2/12 PERRIS HS	245.00
149030	02/17/2022	NUTRIEN AG SOLUTION, INC.	SMALL TOOLS FOR BENEFIT ZONES	19.13
149031	02/17/2022	O'REILLY FIRST CALL	DRAIN/EVAN PARTS, AIR FILTERS	889.79
149032	02/17/2022	ORANGE VISTA HIGH SCHOOL	CHRISTMAS PARADE 1ST PLACE BAND WINNER	500.00
149033	02/17/2022	DANIEL PADILLA	ICC SEMINAR FLIGHT/LODGE 2/27-3/02/2022	271.18
149034	02/17/2022	CITY OF PERRIS	UTILITY ASSISTANCE PROGRAM, DEC 2021	111.47
149035	02/17/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM, DEC 2021	66.79
149036	02/17/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM, DEC 2021	100.48
149037	02/17/2022	CARRINGTON MORTGAGE SERV, LLC	COVID: MORTGAGE/RENTAL ASSISTANCE PROGRAM, MAR-AUG	7,200.00
149038	02/17/2022	PITNEY BOWES INC	ADMIN: POSTAGE METER LEASE 11/13-2/12/2022	247.16
149039	02/17/2022	PRO TRAFFIC SERVICES, INC.	4TH STREET LIFT STATION	4,280.06
149040	02/17/2022	PURCHASE POWER	POSTAGE METER REFILL	219.43
149041	02/17/2022	RIGHTWAY	PORTABLE TOILET SERVICES	103.18
149042	02/17/2022	RIVERSIDE COUNTY CLERK	2001-3 ANNEXATION NO 44	194.00

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149043	02/17/2022	RIVERSIDE COUNTY SHERIFF'S DEPT	EXTRA SECURITY: COUNCIL MEETINGS & EVENTS 1/11-1/25/22	567.05
149044	02/17/2022	ROW TRAFFIC SAFETY, INC	VARIOUS STREET SIGNS AND EQUIPMENT RENTAL	11,915.27
149045	02/17/2022	SAFETY-KLEEN SYSTEMS, INC.	BRAKE CLEANER, GASTEC AQUEOUS	192.51
149046	02/17/2022	SOUTHERN CALIFORNIA EDISON	8/31-12/17/2021 BENEFIT ZONES	53,044.13
149047	02/17/2022	SIEMENS MOBILITY, INC.	STL POLE FOUNDATION KD & INSTALL	7,680.13
149048	02/17/2022	SOCAL GAS	12/29-1/25/2022	2,466.88
149049	02/17/2022	SPARKLETT'S	BOTTLED WATER SERVICES	121.80
149050	02/17/2022	VOID	VOID	0.00
149051	02/17/2022	STEVE'S TOWING INC	SHERIFF: RENTAL CAR	270.00
149052	02/17/2022	ARIZONA MACHINERY LLC	TRACTOR REPAIR PARTS	859.58
149053	02/17/2022	SWRCB	WATER SYSTEM PERMITS 7/01-6/30/2022	17,423.31
149054	02/17/2022	TalentZok	TEMP STAFF SERVICES	1,929.72
149055	02/17/2022	CHRISTOPHER ANTHONY TAYLOR	REFEREE (4) GAMES 2/05/22	100.00
149056	02/17/2022	SPECTRUM BUSINESS	INTERNET SERVICES VARIOUS DEPT JAN-FEB 2022	3,865.15
149057	02/17/2022	ROBERT TREJO	REIMBURSEMENT: ICC TRAINING	735.00
149058	02/17/2022	TRULY NOLEN BRANCH 064	PEST CONTROL SERVICES; VARIOUS LOCATIONS	280.00
149059	02/17/2022	TYLER BUSINESS FORMS	2021 W2/ACA FORMS & ENVELOPES	328.66
149060	02/17/2022	UNIFIRST CORPORATION	PW UNIFORM MAINT SERVICES	302.99
149061	02/17/2022	UNITED RENTALS (N.A) INC.	TRUCK DUMP 5-YARD RENTAL	1,244.72
149062	02/17/2022	WALTERS WHOLESALE ELECTRIC CO	LIGHTING REPAIRS; D STREET, CITY HALL, HARLEY KNOX	1,061.81
149063	02/17/2022	WEST TOW, INC.	2017 CHEV EQUINOX; VIN 4832	280.00
149064	02/17/2022	WESTERN EXTERMINATOR COMPANY	PEST & GOPHER CONTROL	738.42
149065	02/17/2022	WINGRAPHICS, INC	COVID19: TESTING SITE SIGNAGE; MORGAN PARK	85.12
149066	02/17/2022	WINZER CORPORATION	WASHERS, HOSE CLAMPS	457.59
149067	02/17/2022	XEROX FINANCIAL SERVICES	COPIER LEASE 12/11-2/11/2022	1,060.33
149068	02/23/2022	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	544.76
149069	02/23/2022	AMERICAN INN	CDBG: HOTEL VOUCHERS JAN 2022	3,802.00
149070	02/23/2022	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	6,618.08



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149071	02/23/2022	BILL & DAVE'S LDSC MAINTENANCE	IRRIGATION REPAIRS: VARIOUS BENEFIT ZONES	40,507.25
149072	02/23/2022	BLUE STONE MANAGEMENT LLC	PERRIS JOB & SKILLS CENTER PROJECT, JAN 2022	94,831.63
149073	02/23/2022	SABRINA CHAVEZ	CS DEPT; LUNCH MEETING	57.77
149074	02/23/2022	FLOWATER, INC.	DRINKING WATER DISPENSER	891.04
149075	02/23/2022	HOME DEPOT CREDIT SERVICES	SNOW DAY EVENT, TREE LIGHTING, PARKS SUPPLIES, FOSS FIELD	4,571.40
149076	02/23/2022	INTERWEST CONSULTING GROUP, INC.	SOUTH PERRIS IDI BUILDING 3	387,682.20
149077	02/23/2022	J THAYER COMPANY, INC.	OFFICE SUPPLIES; VARIOUS DEPT	468.74
149078	02/23/2022	HECTOR LEDESMA	WORK SHOE REIMBURSEMENT	87.27
149079	02/23/2022	LIFE LIFTERS INTERNATIONAL	CDBG PRGM, JAN 2022	650.00
149080	02/23/2022	LIFE LIFTERS INTERNATIONAL	CDBG PRGM, FEB 2022	650.00
149081	02/23/2022	LOVE 4 LIFE ASSOCIATION	CDBG YOUTH PROGRAM, NOV 2021	1,296.93
149082	02/23/2022	NIELSEN MERKSAMER PARRINELLO	LOBBYIST SERVICES 10/01-12/31/21	15,252.46
149083	02/23/2022	JEFFREY ROBINSON	VISION REIMBURSEMENT	109.00
149084	02/23/2022	TEAMSTERS LOCAL 911	UNION DUES, FEB 2022	4,066.00
149085	02/24/2022	AAMES LOCK & SAFE, CO.	CITY COUNCIL OFFICE PROJECT	4,913.00
149086	02/24/2022	ACTION SURVEYS, INC.	SIDEWALK & STREELIGHT IMPROVEMENTS: OLD NUEVO RD	3,000.00
149087	02/24/2022	IKEYA ADAMS	REFEREE (2) GAMES 2/19/22	50.00
149088	02/24/2022	AMAZON CAPITAL SERVICES	COMPUTER SUPPLIES, STORAGE CABINET, DISPLAY ADAPTOR	781.94
149089	02/24/2022	ALVARO ARVISO	PARKS DEPT: DMV FEES, TYPE A LICENSE REIMBURSEMENT	86.96
149090	02/24/2022	AUTO ZONE COMMERCIAL	PARKS: AUTO SUPPLIES	205.46
149091	02/24/2022	DANIEL BARRAZA	VISION REIMBURSEMENT	99.00
149092	02/24/2022	BMW MOTORCYCLES OF RIVERSIDE	SHERIFF: 2015 BMW MOTORCYCLE REPAIRS	1,395.69
149093	02/24/2022	CAMPOS MATERIALS	RED YARD WOOD CHIPS FOR CITY HALL	293.63
149094	02/24/2022	CARL'S HAWAIIAN SHAVE ICE	SNOW DAY EVENT MEALS	193.00
149095	02/24/2022	HECTOR CASTANEDA	VISION REIMBURSEMENT/WORK BOOTS REIMBURSEMENT	1,014.02
149096	02/24/2022	ARTURO CERVANTES	DIGITAL TV FOR CITY HALL	299.49
149097	02/24/2022	CITI CARDS	ANIMAL CONTROL DEPT/SR CENTER/PUB WORKS TRAINING	796.93
149098	02/24/2022	CORPORATE PAYMENT SYSTEMS	ENV HEALTH PERMIT/BLDG SUPPLIES/RECREATION SUPPLIES	1,815.45

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149099	02/24/2022	CORPORATE PAYMENT SYSTEMS	LAKE PERRIS EVENT/LOCKSMITH/SNOW DAY EVENT SUPPLIES	4,012.80
149100	02/24/2022	CR&R INCORPORATED	TRASH FEES COLLECTED BY EMWD, SEPT 2021	90,014.04
149101	02/24/2022	DAN'S FEED AND SEED INC.	PARKS MAINT SUPPLIES	104.18
149102	02/24/2022	DAVE BANG ASSOCIATES, INC	SURFACING REPAIRS	28,521.62
149103	02/24/2022	EASTERN MUNICIPAL WATER DISTRICT	MORGAN PARK PHASE II	2,222.63
149104	02/24/2022	EASTERN MUNICIPAL WATER DISTRICT	PERRIS CORRIDOR PROJECT	5,000.00
149105	02/24/2022	EPIC LAND SOLUTIONS, INC.	PERRIS VALLEY SAN JACINTO TRAIL PHASE II	2,985.78
149106	02/24/2022	EWING IRRIGATION PRODUCTS, INC.	PARKS TOOLS	115.35
149107	02/24/2022	FAIR HOUSING COUNCIL-RIVERSIDE CTY	CDBG: LANDLORD/TENANT PROGRAM DEC 2021	3,271.06
149108	02/24/2022	FAMILY SERVICE ASSOCIATES	CDBG PROGRAM AUG-DEC 2021	11,476.41
149109	02/24/2022	FIELDMAN, ROLAPP & ASSOCIATES	IDI LOGISTICS FORMATION	1,708.00
149110	02/24/2022	GUMARO GONZALEZ	VISION REIMBURSEMENT	582.00
149111	02/24/2022	GORM, INC.	PARKS: TOOLS	1,014.57
149112	02/24/2022	GUARANTEED JANITORIAL SERVICE	COVID19: PARKS JANITORIAL SERVICES	13,305.20
149113	02/24/2022	ANLIND OF TEMECULA INC.	2015 BMW MOTORCYLER REPAIRS	616.12
149114	02/24/2022	HINDERLITER DeLLAMAS & ASSOCIATES	SALES TAX SERVICES & CANNABIS MANAGEMENT PRGM, DEC 2021	38,667.83
149115	02/24/2022	IMPERIAL SPRINKLER SUPPLY	PARKS: IRRIGATION SUPPLIES	752.38
149116	02/24/2022	INLAND DESERT SECURITY & COMM	ADMIN: ANSWERING SERVICES	742.00
149117	02/24/2022	INTERPRETERS UNLIMITED	SHERIFF DEPT: ROMANIAN LANGUAGE	12.00
149118	02/24/2022	LAWN TECH	PARKS: EQUIPMENT MAINT SVCS	1,070.64
149119	02/24/2022	CYNTHIA LEMUS	RECREATION DEPT: MEETING SUPPLIES	350.62
149120	02/24/2022	LOR GEOTECHNICAL GROUP INC	2021 CITYWIDE STREET IMPROVEMENTS & ENCHANTED HILLS	18,764.38
149121	02/24/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	2,198.95
149122	02/24/2022	MARK THOMAS & COMPANY, INC.	ENVIRONMENTAL SERVICE PROJECT 21/00081 JAN 2022	20,249.78
149123	02/24/2022	KENNETH MATTHEWS	REFEREE (5) GAMES 2/19/22	125.00
149124	02/24/2022	JORDAN McCLANAHAN	REIMBURSEMENT: SENIOR CENTER EVENTS	71.35
149125	02/24/2022	URIEL MONDRAGON	CACEO TRAINING (3) RECEIPTS	895.00
149126	02/24/2022	NEAL, LEMUEL	REFEREE (10) GAMES 2/19/22	164.00

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149127	02/24/2022	NORTH COUNTY HEALTH PROJECT, INC.	CDBG: MEDICAL/DENTAL BEHAVIORAL SVCS, DEC 2021	413.95
149128	02/24/2022	NUTRIEN AG SOLUTION, INC.	PUB WORKS FIELD EQUIPMENT	1,443.00
149129	02/24/2022	PCI	RESTRIPE PROJECT: ETHANAC/REDLANDS	2,322.00
149130	02/24/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM, FEB2022	494.95
149131	02/24/2022	ARCENIO RAMIREZ	SNOW DAY EVENT REIMBURSEMENT	323.86
149132	02/24/2022	RCTC	RIVERSIDE COUNTY: AGREEMENT 1-31-019-00	250,000.00
149133	02/24/2022	RIVERSIDE COUNTY SHERIFF'S DEPT	CONTRACT LAW ENFORCEMENT 12/16-1/12/2022	1,417,103.74
149134	02/24/2022	ROTARY CLUB OF PERRIS	3RD QTR MEMBERSHIP DUES	293.50
149135	02/24/2022	SUNDOWN WINDOW TINTING	101 N D STREET OFFICE PROJECT- WINDOW COVERS	2,573.07
149136	02/24/2022	TalentZok	TEMP STAFF SERVICES	7,595.35
149137	02/24/2022	ANGELIC TREJO	CS DEPT: REIMBURSEMENT OF COFFEE	57.35
149138	02/24/2022	UNIFIRST CORPORATION	MAT CLEANING SERVICES	910.23
149139	02/24/2022	VERIZON WIRELESS	SHERIFF ACCT: 1/11-2/10/2022	76.83
149140	02/24/2022	WESTERN AUDIO VISUAL	NEW COUNCIL CHAMBERS MONITORS	16,598.42
<b>TOTAL</b>				<b>\$ 8,857,660.49</b>

# ATTACHMENT 2

CHECK REGISTER – MARCH 31, 2022

**CITY OF PERRIS**  
**CHECK REGISTER**  
**March 31, 2022**

<b>CHECK</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
149141	03/02/2022	IN-N-OUT BURGER	JOB SHADOW DAY EVENT	2,867.19
149142	03/02/2022	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	122.44
149143	03/02/2022	ATWORK FRANCHISE, INC.	TEMP STAFF	22,205.23
149144	03/02/2022	AVANT GARDE, INC	COPPER CREEK PARK GRANT WRITING SVCS	4,750.00
149145	03/02/2022	BILL & DAVE'S LDSC MAINTENANCE	LANDSCAPE MAINTENANCE	42,289.77
149146	03/02/2022	CREATIVE PRINTING	OFFICE SUPPLIES	113.25
149147	03/02/2022	FLOWATER, INC.	DRINKING WATER DISPENSER	482.18
149148	03/02/2022	HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	1,475.28
149149	03/02/2022	INTERWEST CONSULTING GROUP, INC.	CDBG EXPENDITURES; PLANNING TECH SVCS; S PERRIS BLDG 1	296,328.58
149150	03/02/2022	J THAYER COMPANY, INC.	OFFICE SUPPLIES	296.55
149151	03/02/2022	LA GARE CAFE	SNOW DAY EVENT	224.09
149152	03/02/2022	LEILANI CONSTRUCTION INC.	STREET REPAIRS	15,000.00
149153	03/02/2022	LOVE 4 LIFE ASSOCIATION	DCDBG EXPENDITURES	1,033.88
149154	03/02/2022	JIM FORBES VOICE, INC.	ANNEXATIONS	1,585.69
149155	03/02/2022	WEST COAST ARBORISTS, INC	PRUNING	4,969.10
149156	03/02/2022	WILLDAN FINANCIAL SERVICES	ANNEXATIONS	10,500.00
149157	03/03/2022	ADAME LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	48,200.32
149158	03/03/2022	AIR & HOSE SOURCE, INC.	PARTS FOR VEHICLE REPAIRS	269.71
149159	03/03/2022	AIR X UTILITY SURVEYORS, INC.	PLACENTIA AVE WIDENING	29,225.40
149160	03/03/2022	ALBERT A. WEBB ASSOCIATES	PVST PHASE II, S128 SAN JACINTO AVE	79,160.48
149161	03/03/2022	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES, OFFICE FURNITURE, PC EQUIPMENT	3,233.37
149162	03/03/2022	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	2,570.00
149163	03/03/2022	AUTO AIDE TOWING	TOWING SERVICES	333.50
149164	03/03/2022	AWARDS AND SPECIALTIES	OFFICE SUPPLIES/ NAME SLIDES	34.31
149165	03/03/2022	BIG TEX TRAILER WORLD, INC.	TRAILER, SINLGE AXEL	8,889.01
149166	03/03/2022	BIO-TOX LABORATORIES	BLOOD DRAWS	213.00

149167	03/03/2022	BIO-TOX LABORATORIES	BLOOD DRAWS	1,805.00
149168	03/03/2022	BPS TACTICAL, INC.	SHERIFF VEST COVERS	924.75
149169	03/03/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	59.02
149170	03/03/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	40.71
149171	03/03/2022	CITY OF PERRIS	UTILITY ASSISTANCE PROGRAM	76.43
149172	03/03/2022	MR. COOPER	HOUSING ASSISTANCE PROGRAM	3,173.97
149173	03/03/2022	CARSON-VA INDUSTRIAL II, LP	RBBB REIMBURSEMENT	748,183.00
149174	03/03/2022	CINTAS	FACILITY MAINTENANCE SUPPLIES	2,612.26
149175	03/03/2022	CINTAS	FIRST AID KIT REFILL	622.99
149176	03/03/2022	CITIZENS BUSINESS BANK	PETTY CASH	900.27
149177	03/03/2022	COMMUNITY WORKS DESIGN GROUP	GREEN FARM; DEC 2021	6,632.50
149178	03/03/2022	CORPORATE PAYMENT SYSTEMS	SHRFF HOTEL CONFERENCE, VM WARE, SEC OF STATE	2,103.87
149179	03/03/2022	CORPORATE PAYMENT SYSTEMS	RIVCO ASSESSOR, AMAZON, SAM'S CLUB	5,080.82
149180	03/03/2022	CORPORATE PAYMENT SYSTEMS	AMAZON, POSTAL ANNEX, IHEALTH, JOBS AVAILABLE	5,432.56
149181	03/03/2022	DATA TICKET, INC.	DAILY CITATION	30.14
149182	03/03/2022	VOID	VOID	0.00
149183	03/03/2022	EASTERN MUNICIPAL WATER DISTRICT	SEWER JANUARY 2022	172,836.67
149184	03/03/2022	ELECNOR BELCO ELECTRIC, INC.	PERRIS BLVD CORRIDOR	207,871.95
149185	03/03/2022	EPIC LAND SOLUTIONS, INC.	PVST PHASE II	3,773.10
149186	03/03/2022	ePROMOS PROMOTIONAL PRODUCTS	JOB SHADOW DAY EVENT	649.26
149187	03/03/2022	WILLIAM FERGUSON	RENTAL ASSISTANCE, MAR-AUG 2022	10,788.00
149188	03/03/2022	FRANK LEIGH	RENTAL ASSISTANCE, MAR-AUG 2022	10,500.00
149189	03/03/2022	FRONTIER	INTERNET & PHONE SERVICES	601.66
149190	03/03/2022	GLENN LUKOS ASSOCIATES, INC.	PVSD CHANNEL	529.50
149191	03/03/2022	EVERETT HAMBLBY IV	APPLE DEV RNWL/AAF AWARDS/VETS MEMORIAL	506.55
149192	03/03/2022	HARI MANNI INC.	RENTAL ASSISTANCE, FEB-JULY 2022	15,000.00
149193	03/03/2022	HAULAWAY STORAGE CONTAINER, INC	20FT CONTAINER RENTAL	165.20
149194	03/03/2022	HM CONSULTANTS, LLC	I215 HARLEY KNOX & RAMONA EXPWY	12,400.00
149195	03/03/2022	HONEYWELL GLOBAL FINANCE	KWH PRODUCTION; NOV21-JAN22	29,727.69
149196	03/03/2022	IE GENERAL ENGINEERING, INC.	FRONTAGE RD PROJECT	75,236.20
149197	03/03/2022	VISUAL EDGE, INC.	XEROX CONTRACT SVCS	3,678.38
149198	03/03/2022	IMPERIAL SPRINKLER SUPPLY	GROUND MAINTENANCE	1,599.29
149199	03/03/2022	VOID	VOID	0.00

149200	03/03/2022	INLAND LIGHTING SUPPLIES, INC.	BOLLARD REPAIRS	76.93
149201	03/03/2022	iWorQ Systems, Inc.	SOFTWARE SUPPORT FEB2022-JAN2023	7,500.00
149202	03/03/2022	JOLLY JUMPS	SNOW DAY EVENT	575.00
149203	03/03/2022	LAUREL PALMS APTS, INC.	RENTAL ASSISTACE PROGRAM	7,710.00
149204	03/03/2022	SOUTH COAST LIGHTING & DESIGN	STREET LIGHTING; PERRIS-DOWNTOWN	19,980.08
149205	03/03/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	30.02
149206	03/03/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	56.34
149207	03/03/2022	PAUL LOPEZ	REIMBURSEMENT IT SUPPLIES	16.83
149208	03/03/2022	LOR GEOTECHNICAL GROUP INC	ENCHANTED HILLS PARK	13,720.18
149209	03/03/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF	5,861.32
149210	03/03/2022	NUTRIEN AG SOLUTION, INC.	LANDSCAPE MAINTENANCE	22.36
149211	03/03/2022	O'REILLY FIRST CALL	VEHICLE MAINTENANCE SUPPLIES & TOOLS	94.05
149212	03/03/2022	PINEWOOD PERRIS INVESTMENT, LLC	HOTEL VOUCHERS	300.00
149213	03/03/2022	PREMIERE GLOBAL SERVICES	TELEPHONE SVCS	15.09
149214	03/03/2022	THE PUN GROUP, LLP	AUDIT SVCS	25,784.00
149215	03/03/2022	RIGHTWAY	PORTABLE TOILET RENTAL	910.96
149216	03/03/2022	ROSA'S BRIDE & TUX BOUTIQUE	BREAKFAST WITH SANTA RENTALS	4,013.68
149217	03/03/2022	RSR SERVICES LLC	BUSINESS ASSISTANCE PROGRAM	10,000.00
149218	03/03/2022	CITY OF PERRIS	UTILITY ASSISTANCE PROGRAM	100.66
149219	03/03/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	199.34
149220	03/03/2022	SC FUELS	FUEL	6,983.59
149221	03/03/2022	SC FUELS	FUEL	168.10
149222	03/03/2022	ARIZONA MACHINERY LLC	TRACTOR PARTS; FIELD EQUIPMENT REPAIR	278.51
149223	03/03/2022	SYNTECH	IT SUPPORT, VM WARE	1,050.00
149224	03/03/2022	TalentZok	TEMP STAFF	7,252.10
149225	03/03/2022	THE WEATHERSBY FAMILY TRUST	RENTAL ASSISTANCE PROGRAM	9,600.00
149226	03/03/2022	SPECTRUM BUSINESS	INTERNET & PHONE SERVICES	869.95
149227	03/03/2022	TJW ENGINEERING, INC	PLACENTIA AVE WIDENING	2,800.00
149228	03/03/2022	TRULY NOLEN BRANCH 064	PEST & RODENT CONTROL	225.00
149229	03/03/2022	ULINE	JANITORIAL TOOLS	2,306.37
149230	03/03/2022	UNIFIRST CORPORATION	MAT & SCRAPER SVC FEES	174.97
149231	03/03/2022	UNITED RENTALS (NORTH AMER) INC.	EQUIPMENT RENTALS	6,966.00
149232	03/03/2022	VERIZON WIRELESS	CITY IPADS; LIC PLATE READER	10,567.59

149233	03/03/2022	WALTERS WHOLESALE ELECTRIC CO	LIGHTING REPAIRS	1,165.05
149234	03/03/2022	WESTERN EXTERMINATOR COMPANY	PEST & GOPHER CONTROL SERVICES	2,761.92
149235	03/03/2022	LAKE PERRIS VILLAGE MHC	RENTAL ASSISTANCE PROGRAM	6,334.13
149236	03/03/2022	WINGRAPHICS, INC	PARK HOURS SIGN INSTALLATION, VET DAY SIGNS	1,811.73
149237	03/03/2022	XEROX FINANCIAL SERVICES	PRINTER CONTRACT	576.21
149238	03/09/2022	ALESHIRE & WYNDER, LLP	LEGAL SERVICES JAN 2022	60,452.16
149239	03/09/2022	ATWORK FRANCHISE, INC.	TEMP STAFF	10,214.49
149240	03/09/2022	BILL & DAVE'S LDSC MAINTENANCE	LANDSCAPE MAINTENANCE	2,510.01
149241	03/09/2022	CREATIVE PRINTING	BUSINESS CARDS	52.80
149242	03/09/2022	LIZBETH CURIEL	VISION REIMBURSEMENT	850.00
149243	03/09/2022	DENNIS GRUBB & ASSOCIATES	CUP22-05023; DPR21-0007	550.00
149244	03/09/2022	FLOWATER, INC.	DRINKING WATER DISPENSER	215.68
149245	03/09/2022	HOME DEPOT CREDIT SERVICES	GRAFFITI ABATEMENT; BUILDING REPAIRS; FACILITY MAINT	4,317.48
149246	03/09/2022	INTERWEST CONSULTING GROUP, INC.	PROJECTS, INSPECTIONS AND ROAD IMPROVEMENTS	162,615.25
149247	03/09/2022	J THAYER COMPANY, INC.	OFFICE & LUNCHROOM SUPPLIES	130.59
149248	03/09/2022	LEILANI CONSTRUCTION INC.	ROOTS REMOVAL	800.00
149249	03/09/2022	BOYS & GIRLS CLUB OF MENIFEE	CBDG EXPENDITURES	1,100.56
149250	03/09/2022	JUAN RODRIGUEZ	YAC PARK CLEAN UP	146.24
149251	03/09/2022	LAURA SOSA	FITNESS CLASSES	2,747.00
149252	03/09/2022	WATER EDUCATION SERVICES, INC	WATER & SEWER PROFESSIONAL SERVICES	3,190.00
149253	03/09/2022	WEST COAST ARBORISTS, INC	TREE PRUNING; MURRIETA TD & GOETZ RD	6,060.85
149254	03/10/2022	ADAME LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	39,061.53
149255	03/10/2022	IKEYA ADAMS	SPORTS REFEREE	275.00
149256	03/10/2022	AK & COMPANY	CONSULTING SVCS FY 21-22	2,500.00
149257	03/10/2022	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES & GYM EQUIPMENT/SUPPLIES	1,158.92
149258	03/10/2022	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	1,260.00
149259	03/10/2022	BARBARA SINATRA CHILDREN'S CTR	FEBRUARY 2022	924.00
149260	03/10/2022	DANIEL BARRAZA	VISION REIMBURSEMENT	138.00
149261	03/10/2022	BIO-TOX LABORATORIES	BLOOD DRAWS	92.00
149262	03/10/2022	BMW MANAGEMENT	SENIOR PROM CATERING	2,000.00
149263	03/10/2022	BMW MOTORCYCLES OF RIVERSIDE	SHERIFF MOTORCYCLE REPAIRS	153.10
149264	03/10/2022	CADENCE ENVIRONMENTAL CONSULT	MND REVIEWS	38,325.00
149265	03/10/2022	CALIFORNIA EMERGENCY SERV ASSOC	ORGANIZATIONAL MEMBERS	130.00



149266	03/10/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	48.20
149267	03/10/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	33.94
149268	03/10/2022	CITY OF PERRIS	UTILITY ASSISTANCE PROGRAM	79.75
149269	03/10/2022	ARTURO CERVANTES	REIMBURSEMENT IT DEPT LUNCH	48.79
149270	03/10/2022	CINTAS	FACILITY MAINTENANCE SUPPLIES	1,440.71
149271	03/10/2022	CINTAS	SENIOR MEDICAL SUPPLIES	72.74
149272	03/10/2022	COMMUNITY WORKS DESIGN GROUP	PERRIS GREEN CITY FARM	3,316.25
149273	03/10/2022	CORPORATE PAYMENT SYSTEMS	COVID TESTS, FUEL, BUSINESS MEALS	759.08
149274	03/10/2022	CORPORATE PAYMENT SYSTEMS	COUNCIL MEETING, ROTARY, SHRFF DEPT MEETING	1,103.47
149275	03/10/2022	DAN'S FEED AND SEED INC.	TOOLS	25.26
149276	03/10/2022	DEPARTMENT OF JUSTICE	BLOOD DRAWS	140.00
149277	03/10/2022	DIVERSIFIED DISTRIBUTION	DEKA BATTERIES	322.89
149278	03/10/2022	SELECT PORTFOLIO SERVICING, INC.	MORTGAGE ASSISTANCE PROGRAM	10,227.78
149279	03/10/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	113.90
149280	03/10/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	60.36
149281	03/10/2022	EASTERN MUNICIPAL WATER DISTRICT	UTILITY ASSISTANCE PROGRAM	77.94
149282	03/10/2022	EARTHCHEM INDUSTRIAL SUPPLY, LLC	GLOVES, MAGNETIC TRAYS, BUNGEEES	2,578.32
149283	03/10/2022	EASTERN MUNICIPAL WATER DISTRICT	VARIOUS ACCTS SVC PERIOD 12/23-01/25/22	9,960.29
149284	03/10/2022	EASTERN MUNICIPAL WATER DISTRICT	VARIOUS ACCTS SVC PERIOD 10/01-02/18/22	688,891.08
149285	03/10/2022	COUNTY OF RIVERSIDE	ICSC BOOTH 2022	4,000.00
149286	03/10/2022	EWING IRRIGATION PRODUCTS, INC.	GROUND MAINTENANCE	2,310.79
149287	03/10/2022	EXPRESS EVENT SERVICES	BREAKFAST WITH BUNNY SUPPLIES	236.78
149288	03/10/2022	FAIR HOUSING COUNCIL OF RIVERSIDE CO	CDBG LANDLORD /TENANT PROGRAM	3,204.83
149289	03/10/2022	FAST 5 PERRIS 8, LLC	VEHICLE MAINTENANCE & FLEET SERVICES	91.80
149290	03/10/2022	FIRST SECURITY FINANCE, INC.	LOAN PAYMENT MARCH 2022	2,563.82
149291	03/10/2022	LUPITA GARCIA	MILEAGE REIMBURSEMENT	11.70
149292	03/10/2022	GLOBAL POWER GROUP, INC.	PM SERVICE; MULTIPLE LOCATIONS	2,400.00
149293	03/10/2022	GRAFFITI TRACKER INC	GRAFFITI TRACKING SERVICES FEB-APR 2022	4,725.00
149294	03/10/2022	ALTA HARRIS	MILEAGE REIMBURSEMENT	19.24
149295	03/10/2022	HINDERLITER DELLAMAS & ASSOCIA	CANNABIS MANAGEMENT JANUARY 2022	21,000.00
149296	03/10/2022	IB REPROGRAPHICS	COLOR PRINTS	759.68
149297	03/10/2022	VISUAL EDGE, INC.	XEROX CONTRACT SVCS	177.75
149298	03/10/2022	INFRAMARK LLC	WATER BILLABLES FEBRUARY 2022	643.75

149299	03/10/2022	IRON MOUNTAIN	STORAGE SERVICES FOR MARCH 2022	1,083.21
149300	03/10/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	47.42
149301	03/10/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	149.90
149302	03/10/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	32.98
149303	03/10/2022	EASTERN MUNICIPAL WATER DISTRICT	UTILITY ASSISTANCE PROGRAM	94.88
149304	03/10/2022	JOHNSON CONTROLS FIRE PROTECT	MONITORING SERVICES	569.29
149305	03/10/2022	LAWN TECH	FIELD MAINTENANCE	805.20
149306	03/10/2022	CAMEL FINANCIAL, INC	TUTORING SERVICES	1,350.00
149307	03/10/2022	CYNTHIA LEMUS	VISION REIMBURSEMENT	199.98
149308	03/10/2022	CARLA LOPEZ	REIMBURSEMENT FOR POINT IN TIME COUNT	465.88
149309	03/10/2022	PAUL LOPEZ	REIMBURSEMENT, IT DEPT SUPPLIES	54.35
149310	03/10/2022	LOR GEOTECHNICAL GROUP INC	ENCHANTED HILLS PARK; PROPOSED SEWER REPAIRS	11,451.45
149311	03/10/2022	MICHAEL LUCAS	VISION REIMBURSEMENT	638.00
149312	03/10/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF	1,079.24
149313	03/10/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF	7,434.36
149314	03/10/2022	MARSHACK HAYS, LLP	WESTERN COMMUNITY ENERGY PROF SVCS	250.41
149315	03/10/2022	KENNETH MATTHEWS	SPORTS REFEREE	175.00
149316	03/10/2022	JORDAN McCLANAHAN	REIMBURSEMENT, SNR CENTER EVENT & HOLIDAY SUPPLIES	88.90
149317	03/10/2022	MUNICIPAL CODE CORPORATION	ONLINE CODING	1,075.00
149318	03/10/2022	NATIONAL DRIVE	TEAMSTERS 911	12.00
149319	03/10/2022	VOID	VOID	0.00
149320	03/10/2022	NORTH COUNTY HEALTH PROJECT, INC.	CDBG EXPENDITURES	773.37
149321	03/10/2022	O'REILLY FIRST CALL	R&R STARTER	280.15
149322	03/10/2022	PBM SUPPLY & MFG. INC.	FARM EQUIPMENT SUPPLIES	30.30
149323	03/10/2022	PERRIS FAMILY APARTMENTS	RENTAL ASSISTANCE PROGRAM	106.18
149324	03/10/2022	PITNEY BOWES GLOBAL FINANCIAL	MAILER SOFTWARE	838.77
149325	03/10/2022	RHA LANDSCAPE ARCH-PLANNERS, INC.	COPPER CREEK PROP68	1,000.00
149326	03/10/2022	RIVERSIDE COUNTY SHERIFF'S DEPT	EXTRA DUTY EVENTS	583.12
149327	03/10/2022	VOID CHECK	VOID	0.00
149328	03/10/2022	COUNTY OF RIVERSIDE TREASURER	PROPERTY TAXES 2ND INSTALL	608.07
149329	03/10/2022	RIVERSIDE-DEPT OF ENV HEALTH	VECTOR CONTROL SVCS	3,166.56
149330	03/10/2022	ROTARY CLUB OF PERRIS	QUATERLY DUES	329.50
149331	03/10/2022	SAFETY-KLEEN SYSTEMS, INC.	MAINTENANCE SUPPLIES/ SAMPLE TUBES	319.80

149332	03/10/2022	SAM'S CLUB DIRECT	MEMBERSHIP RENEWAL	135.94
149333	03/10/2022	SASSY CAKEZ AND SWEETS	UPCAKES FOR SNR CENTER EVENT	198.00
149334	03/10/2022	SOUTHERN CALIFORNIA EDISON	WATER/SEWER SRVC PERIOD 12/2721-01/06/22	2,380.70
149335	03/10/2022	SOUTHERN CALIFORNIA EDISON	WATER/SEWER SRVC PERIOD 01/01-01/31/22	14,926.10
149336	03/10/2022	SOUTHERN CALIFORNIA EDISON	WATER/SEWER SRVC PERIOD 11/05/21-01/06/22	22,512.21
149337	03/10/2022	Z & T VENTURES, INC.	MONTHLY LANDSCAPE MAINTENANCE	6,620.00
149338	03/10/2022	SHRED-IT C/O STERICYCLE, INC.	SHREDDING SERVICES AUG-DEC 2021	1,873.79
149339	03/10/2022	SOCAL ACCESS AND VIDEO	Q1 2022, SECURITY CAMERA WIRELESS ACCESS	1,485.00
149340	03/10/2022	SOCAL GAS	SERVICE PERIOD 01/28-03/01/22	3,328.49
149341	03/10/2022	SPARKLETT'S	BOTTLED WATER SVC 01/26-09/22	106.99
149342	03/10/2022	TalentZok	TEMP STAFF	13,067.96
149343	03/10/2022	COUNTY OF RIVERSIDE	SLF OCT 2021 COSTS	21,534.11
149344	03/10/2022	ANGELIC TREJO	RIMBURSEMENT; ENCHANTED HILLS PARK MEETING	30.50
149345	03/10/2022	TRULY NOLEN BRANCH 064	MONTHLY PEST/RODENT CONTROL	360.00
149346	03/10/2022	TYLER TECHNOLOGIES, INC.	APPLICATION SERVICES 04/01-06/30/22	53,228.50
149347	03/10/2022	ULINE	FINANCE MOBILE DESK, JANITORIAL SUPPLIES	2,385.52
149348	03/10/2022	UNIFIRST CORPORATION	UNIFORMS, MAT & SCRAPER SVC FEES	648.21
149349	03/10/2022	VERIZON WIRELESS	LINEAR PARK 01/14-02/13/22	40.01
149350	03/10/2022	VOYAGER FLEET	FUEL CARDS	770.38
149351	03/10/2022	WALTERS WHOLESALE ELECTRIC CO	FACILITY TOOLS, INTERIOR & EXTERIOR REPAIRS	1,152.19
149352	03/10/2022	WESTERN RIVERSIDE COUNCIL OF GOV	TUMF JAN-FEB 2022	663,074.00
149353	03/10/2022	WhenToWork, INC.	SCHEDULING SERVICES FOR 12 MONTHS	360.00
149354	03/10/2022	WINGRAPHICS, INC	RODS & RAILS: SAVE THE DATE POSTCARDS	110.60
149355	03/16/2022	ACT 1 CONSTRUCTION, INC.	P034 ENCHANTED HILLS PARK	1,186,890.20
149356	03/16/2022	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	1,135.35
149357	03/16/2022	AMERICAN INN	HOTEL VOUCHERS	11,772.00
149358	03/16/2022	ATWORK FRANCHISE, INC.	TEMP STAFF	18,585.04
149359	03/16/2022	BILL & DAVE'S LDSC MAINTENANCE	IRRIGATION REPAIRS, LANDSCAPE MAINTENANCE	28,711.44
149360	03/16/2022	SABRINA CHAVEZ	BOOT REIMBURSEMENT, CS MEETING REIMBURSEMENT	296.97
149361	03/16/2022	CREATIVE PRINTING	LABELS & BROCHURES	308.38
149362	03/16/2022	DENNIS GRUBB & ASSOCIATES	GPA21-05040	200.00
149363	03/16/2022	FLOWATER, INC.	DRINKING WATER DISPENSER	523.62
149364	03/16/2022	HOME DEPOT CREDIT SERVICES	AC REPAIRS, DOOR REPAIRS, FACILITIES TOOLS	2,439.59

149365	03/16/2022	INTERWEST CONSULTING GROUP, INC.	PROJECTS, INSPECTIONS AND ROAD IMPROVEMENTS	19,407.50
149366	03/16/2022	J THAYER COMPANY, INC.	OFFICE SUPPLIES, TONERS, STORAGE BOXES	719.89
149367	03/16/2022	HECTOR LEDESMA	BOOT REIMBURSEMENT	162.73
149368	03/16/2022	EMMANUEL MARQUEZ	BIRTHDAY SUPPLIES REIMBURSEMENT	24.99
149369	03/16/2022	JIM FORBES VOICE, INC.	CDBG EXPENDITURES	719.60
149370	03/16/2022	RK ENGINEERING GROUP INC	VARIOUS PROJECTS	9,750.00
149371	03/16/2022	LAURA SOSA	HIKE EVENT, SENIOR WALKING CLUB	500.00
149372	03/17/2022	AIR EXCHANGE, INC	CLEAN AIR; FIRE STATIONS 90 & 101	2,253.06
149373	03/17/2022	ALBERT A. WEBB ASSOCIATES	SAN JACINTO CONNECTIVITY PROJECT	9,451.08
149374	03/17/2022	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES, MEMORY MODULES, END OF YEAR SUPPLY	1,157.10
149375	03/17/2022	ANDERSON CHEVROLET	VEHICLE MAINTENANCE PARTS & TOOLS	139.70
149376	03/17/2022	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	4,860.00
149377	03/17/2022	ARVIE DAGATAN	MILEAGE REIMBURSEMENT	78.85
149378	03/17/2022	AUTO ZONE COMMERCIAL	VEHICLE REPAIR/MAINTENANCE TOOLS & SUPPLIES	44.90
149379	03/17/2022	BARRY KAY ENTERPRISES, INC	YOUTH SPORTS UNIFORMS	496.20
149380	03/17/2022	BAY ALARM COMPANY	ALARM SERVICES 11/01-12/01/21	5,156.21
149381	03/17/2022	BAY ALARM COMPANY	ALARM SERVICES 11/01-12/01/21	99.75
149382	03/17/2022	CINTAS	FACILITY MAINTENANCE SUPPLIES	2,124.70
149383	03/17/2022	COAST RECREATION INC	SKYDIVE GROUNDS SERVICES	1,595.55
149384	03/17/2022	COLD STAR	SNOW DAY EVENT	12,702.79
149385	03/17/2022	COMMUNITY WORKS DESIGN GROUP	SAN JACINTO RIVER RCA REVISIONS, ENCHANTED HILLS PROJ	9,410.14
149386	03/17/2022	CONTINENTAL INTERPRETING SERV	COMMUNITY MEETING EVENT	350.00
149387	03/17/2022	DAN'S FEED AND SEED INC.	LANDSCAPE SUPPLIES	321.22
149388	03/17/2022	DELL MARKETING LP	CITY COUNCIL COMPUTERS & MONITORS	12,186.60
149389	03/17/2022	DUNN-EDWARDS CORPORATION	GRAFFITI ABATEMENT SUPPLIES	33.46
149390	03/17/2022	EASTERN MUNICIPAL WATER DISTRICT	VARIOUS ACCTS WATER/SEWER	191,993.50
149391	03/17/2022	EWING IRRIGATION PRODUCTS, INC.	PARK MAINTENANCE	1,184.15
149392	03/17/2022	EXPERIAN	CREDIT CHECKS 01/31-02/25/22	53.81
149393	03/17/2022	FAIR HOUSING COUNCIL OF RIVERSIDE CO	LANDLORD/TENANT PROGRAM	2,728.01
149394	03/17/2022	FEDERAL EXPRESS CORP	DELIVERY SVC 02/02 & 02/11/22	233.80
149395	03/17/2022	GAVILAN SPRINGS NURSERY	ROTARY PARK MAINTENANCE	371.47
149396	03/17/2022	GORM, INC.	MORGAN PARK SUPPLIES	1,014.57
149397	03/17/2022	GUARANTEED JANITORIAL SERVICE,	COVID: PARKS SANITATION	12,017.60

149399	03/17/2022	HARRIS, ROBERTA	WATER ACCOUNT DEPOSIT REFUND	50.41
149400	03/17/2022	CLAUDIA HURTADO	MILEAGE REIMBURSEMENT	11.58
149401	03/17/2022	IDN WILCO, INC.	PRODUCT FOR CITY HALL FLOOR REMODEL	59.01
149402	03/17/2022	VOID CHECK	VOID	0.00
149403	03/17/2022	IMPERIAL SPRINKLER SUPPLY	ROTARY PARK MAINTENANCE	823.96
149404	03/17/2022	INLAND AUTO EQUIPMENT	TIRE CHANGER, WHEEL BALANCER	14,827.11
149405	03/17/2022	INLAND LIGHTING SUPPLIES, INC.	DECORATIVE STREET LIGHTS REPAIRS	1,200.88
149406	03/17/2022	INLAND ROAD SERVICE & TIRE	NEW TRAILER TIRES	4,065.49
149407	03/17/2022	INTERMEDIA.NET INC.	OFFICE 365 LICENSING01/02-03/01/22	7,742.63
149408	03/17/2022	J&R CONCRETE PRODUCTS, INC.	MATERIALS FOR CONCRETE GROUND BOX	65.73
149409	03/17/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	208.17
149410	03/17/2022	KH METALS AND SUPPLY	CROSSWALK BUTTON REPAIRS	610.49
149411	03/17/2022	LAWLER'S TRIPLE L TOWING	TOWING SERVICES FOR EVIDENCE HOLD VEHICLES	560.00
149412	03/17/2022	LOR GEOTECHNICAL GROUP INC	CITYWIDE STREET IMPROVEMENTS	3,022.25
149413	03/17/2022	MAI II PROPERTIES LLC	ADMIN RENT; MAR-AUG 2022	984.50
149414	03/17/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF	2,158.48
149415	03/17/2022	MARK THOMAS & COMPANY, INC.	EVRON SVC S095 PROJECT 21-00081	18,623.04
149416	03/17/2022	JEAN MORGAN	REIMBURSEMENT WSMOA MEMBERSHIP 2022	45.00
149417	03/17/2022	O'REILLY FIRST CALL	VEHICLE MAINTENANCE PARTS & TOOLS	436.26
149418	03/17/2022	PACKET FUSION, INC.	IT: 1YR BUNDLE LICENSE	4,441.69
149419	03/17/2022	PCI	SAFE ROUTES TO SCHOOL	52,530.30
149420	03/17/2022	KENNETH PHUNG	APA MEMBERSHIP & VISION REIMBURSEMENTS	1,875.67
149421	03/17/2022	PVP COMMUNICATIONS, INC	SHERIFF: EQUIPMENT	3,003.39
149422	03/17/2022	RIGHTWAY	LIBERTY PARK GROUNDS MAINTENANCE	897.50
149423	03/17/2022	RIVERSIDE COUNTY SHERIFF'S DEPT	CITY COUNCIL MEETING EVENT; EXTRA DUTY 02/08-02/22/22	483.75
149424	03/17/2022	COUNTY OF RIVERSIDE	FLEET BILLING FOR JAN 2022	1,209.82
149425	03/17/2022	SAM'S CLUB DIRECT	FINANCE BREAKROOM SUPPLIES	109.49
149426	03/17/2022	SC FUELS	FUEL	15,308.71
149427	03/17/2022	SC FUELS	FUEL	209.30
149428	03/17/2022	SOUTHERN CALIFORNIA EDISON	7TH ST & B ST SERVICE PERIOD 01/01-01/31/22	5,763.81
149429	03/17/2022	SOUTHERN CALIFORNIA EDISON	7TH ST & B ST SERVICE PERIOD 01/01-01/31/22	12,319.15
149430	03/17/2022	DANNYEL SHAW	REIMBURSEMENT WSMOA MEMBERSHIP 2022	45.00
149431	03/17/2022	SOUTHERN CA MOUNT FOUNDATION	ENCHANTED HILLS PARK SEPT-OCT 2021	25,000.00

149432	03/17/2022	SPARKLETTS	BOTTLED WATER SERVICE	78.09
149433	03/17/2022	STETSON ENGINEERS INC	EVAL WATER & SEWER SERVICES	166.50
149434	03/17/2022	TalentZok	TEMP STAFF	10,218.04
149435	03/17/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	192.45
149436	03/17/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	335.21
149437	03/17/2022	EASTERN MUNICIPAL WATER DISTRICT	UTILITY ASSISTANCE PROGRAM	1,272.34
149438	03/17/2022	UNIFIRST CORPORATION	PARKS DIVISIONS UNIFORMS; MAT & SCRAPER SERVICE FEES	1,006.57
149439	03/17/2022	UNITED RENTALS (NORTH AMER) INC.	EQUIPMENT RENTALS	427.34
149440	03/17/2022	CITY OF PERRIS	UTILITY ASSISTANCE PROGRAM	111.71
149441	03/17/2022	WALTERS WHOLESale ELECTRIC CO	LIGHTING REPAIRS	1,137.77
149442	03/17/2022	XEROX FINANCIAL SERVICES	PRINTER CONTRACT SVCS	121.68
149443	03/17/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	114.42
149444	03/17/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	37.89
149445	03/17/2022	EASTERN MUNICIPAL WATER DIST.	UTILITY ASSISTANCE PROGRAM	38.31
149446	03/23/2022	ALESHIRE & WYNDER, LLP	LEGAL SERVICES FEB 2022	49,553.94
149447	03/23/2022	MARIA ARREGUIN	BOOT REIMBURSEMENT	250.00
149448	03/23/2022	ATWORK FRANCHISE, INC.	TEMP STAFF	2,798.75
149449	03/23/2022	BILL & DAVE'S LDSC MAINTENANCE	TREE PLANTING PROJECT	14,720.00
149450	03/23/2022	STEPHANIE CARRILLO	VISION REIMBURSEMENT	364.00
149451	03/23/2022	MARY CATHY OWENS	KAJUKENBO INSTRUCTOR	1,046.50
149452	03/23/2022	CREATIVE PRINTING	BUSINESS CARDS	210.11
149453	03/23/2022	DENNIS GRUBB & ASSOCIATES	DEVELOPMENT PLAN REVIEWS	1,400.00
149454	03/23/2022	FLOWATER, INC.	DRINKING WATER DISPENSER	971.66
149455	03/23/2022	HOME DEPOT CREDIT SERVICES	GROUPS, LANDSCAPE & BULDING MAINTENANCE SUPPLIES	546.63
149456	03/23/2022	INTERWEST CONSULTING GROUP, INC.	MISC. PLANNING, PROJECTS & DEV PLAN REVIEWS	83,200.00
149457	03/23/2022	J THAYER COMPANY, INC.	PUBLIC HEALTH OFFICE SUPPLIES	116.25
149458	03/23/2022	LIFE LIFTERS INTERNATIONAL	CDBG EXPENDITURES	875.00
149459	03/23/2022	LYONS SECURITY SERVICE INC.	SECURITY OFFICE & VEHICLE PATROL SVCS	29,969.23
149460	03/23/2022	DAVID OSORIO	MARIACHI INSTRUCTOR	1,250.00
149461	03/23/2022	SALVADOR OSORIO	MARIACHI INSTRUCTOR	1,250.00
149462	03/23/2022	JIM FORBES VOICE, INC.	LEGAL ADS: ANNEXATIONS, DPR, ANNUAL ASSESSMENTS	24,793.63
149463	03/23/2022	REGIONAL CONSERVATION AUTH	MSHCP FEB 2022	80,737.00
149464	03/23/2022	LAURA SOSA	FITNESS CLASSES	2,873.50

149465	03/23/2022	USK TAE KWON DO	TAE KWON DO INSTRUCTOR	1,207.50
149466	03/23/2022	WEST COAST ARBORISTS, INC	PRUNNING SERVICES	4,088.50
149467	03/24/2022	VOID CHECK	VOID	0.00
149468	03/24/2022	ALBERT A. WEBB ASSOCIATES	GREEN VALLEY PARK PROFESSIONAL SERVICES	125,341.25
149469	03/24/2022	AMAZON CAPITAL SERVICES	PERRIS GREEN CITY FARM MAINTENANCE SUPPLIES	19.37
149470	03/24/2022	ANDREW J. WESTALL	DISTRICTING MATTER	17,500.00
149471	03/24/2022	COUNTY OF RIVERSIDE	ANIMAL SHELTER SERVICES	66,252.57
149472	03/24/2022	ALVARO ARVISO	VISION REIMBURSEMENT	467.10
149473	03/24/2022	BEAUTIFY CAMBRIA ASSOCIATION	CALRECYCLE BEVERAGE COLLECTION	6,519.95
149474	03/24/2022	DEREK BROWN	HIP HOP INSTRUCTOR	336.00
149475	03/24/2022	KERRI CALVILLO	VISION REIMBURSEMENT	453.95
149476	03/24/2022	DANIEL CARVAJAL	BOOT REIMBURSEMENT	250.00
149477	03/24/2022	CITI CARDS	EDD GIVEAWAYS, CODE ENF OFFICER RADIOS, FINANCE LUNCH	1,984.54
149478	03/24/2022	CORPORATE PAYMENT SYSTEMS	CSFMO CONFERENCE HOTEL RESERVATIONS	1,398.82
149479	03/24/2022	CORPORATE PAYMENT SYSTEMS	OFFICE SUPPLIES, ERC MEETING, SHERIFF MEETING	1,446.70
149480	03/24/2022	CORPORATE PAYMENT SYSTEMS	SHADOW DAY, POSTAGE, PIT COUNT, ARBOR DAY WORKSHOP	2,076.63
149481	03/24/2022	CORPORATE PAYMENT SYSTEMS	SHADOW DAY FOOD & RAFFLE, OFFICE EQUIPMENT	2,553.98
149482	03/24/2022	CORPORATE PAYMENT SYSTEMS	TRAINING, TAKE A HIKE EVENT, CPRS GIVEAWAYS, ERC PRIZE	5,821.79
149483	03/24/2022	CORPORATE PAYMENT SYSTEMS	PARKS & REC CONF, TRAVEL, BACKFLOW PREVENTION	6,046.04
149484	03/24/2022	CORPORATE PAYMENT SYSTEMS	SHRFF TRAINING, BLDG DIVISION, AAF AWARDS, BACKFLOW	7,480.82
149485	03/24/2022	COUNTY OF MARIN/CAL-SLA	ANNUAL MEMEBERSHIP DUES	1,260.00
149486	03/24/2022	DAN'S FEED AND SEED INC.	BUILDING & LANDSCAPE MAINTENANCE MATERIALS	28.98
149487	03/24/2022	DOGGIE WALK BAGS, INC.	PAWS PARK SUPPLIES	1,595.49
149488	03/24/2022	EASTERN MUNICIPAL WATER DISTRICT	WHOLESALE WATER HAN-FEB 2022	2,683.00
149489	03/24/2022	EASTERN MUNICIPAL WATER DISTRICT	SEWER FEBRUARY 2022	166,191.99
149490	03/24/2022	ELECNR BELCO ELECTRIC, INC.	PERRIS BLVD CORRIDOR SAFETY IMPROVEMENTS	63,493.25
149491	03/24/2022	FIELDMAN, ROLAPP & ASSOCIATES	PROFESSIONAL SERVICES	3,886.56
149492	03/24/2022	FRONTIER	INTERNET & PHONE SERVICES	527.68
149493	03/24/2022	GAVILAN SPRINGS NURSERY	LANDSCASPE MAINTENANCE	284.46
149494	03/24/2022	GRAINGER	PARK GROUNDS MAINTENANCE	3,613.41
149495	03/24/2022	GRANICUS, INC.	GOVACCESS-MAINT, HOSTING, LICENSING FEE	13,230.00
149496	03/24/2022	ANLIND OF TEMECULA INC.	SHRFF: MOTORCYCLE MAINTENANCE & REPAIRS	3,815.18
149497	03/24/2022	LISET HERNANDEZ	REIMB: URBAN FORESTRY EVENT	66.61

149498	03/24/2022	HINDERLITER DeLLAMAS & ASSOCIA	CANNABIS MANAGEMENT FEBRUARY 2022	10,500.00
149499	03/24/2022	HLP, INC.	ANNUAL SOFTWARE SUPPORT	7,240.80
149500	03/24/2022	IMPERIAL SPRINKLER SUPPLY	PARKS GROUND MAINTENANCE	4,570.95
149501	03/24/2022	JACKSON LEWIS PC	ERMA JANUARY 2022	5,757.00
149502	03/24/2022	JAUREGUI, MARIA	PERMIT REFUND PMT22-00452	316.90
149503	03/24/2022	ESTEBAN YANEZ	RENTAL ASSISTANCE PROGRAM	7,200.00
149504	03/24/2022	MARCUS LANGSTON	SPORTS REFEREE	150.00
149505	03/24/2022	LAWLER'S TRIPLE L TOWING	TOWING FOR EVIDENCE HOLD VEHICLES	280.00
149506	03/24/2022	LAWN TECH	FIELD EQUIPMENT MAINTENANCE	166.19
149507	03/24/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF	2,134.55
149508	03/24/2022	MARTIN MARTINEZ	EDUCATION REIMBURSEMENT	764.15
149509	03/24/2022	MILHOLLAND ELECTRIC, INC.	PERMIT REFUND PMT22-00081	500.00
149510	03/24/2022	MONICA'S BEAUTY SALON	BUSINESS ASSISTANCE PROGRAM	10,000.00
149511	03/24/2022	MOTOPOST	SHERIFF UNIFORMS	887.83
149512	03/24/2022	LEMUEL NEAL	SPORTS REFEREE	264.00
149513	03/24/2022	PERRIS VALLEY CHAMBER OF COMM	ANNUAL MEMEBERSHIP DUES	5,000.00
149514	03/24/2022	PERRIS VALLEY HISTORICAL MUSEUM	INSTALLATION DINNER; M. VARGAS REGISTRATION	50.00
149515	03/24/2022	RACHEL PINEDO	VISION REIMBURSEMENT	426.94
149516	03/24/2022	RECYCLE AWAY, LLC	RECYCLE RECEPTACLES FOR COMMUNITY PARK	7,263.71
149517	03/24/2022	NATIONAL COMMUNITY RENAISSANCE	PERRIS SAFET & EJ ELEMENT JAN 2022	24,170.16
149518	03/24/2022	COUNTY OF RIVERSIDE TREASURER	PERRIS STATION PROP TAX 21-22	434.63
149519	03/24/2022	ROTARY CLUB OF PERRIS	Q4 2020-2021 MEMBERSHIP DUES	137.50
149520	03/24/2022	NANCY SALAZAR	VISION REIMBURSEMENT	711.74
149521	03/24/2022	SOUTHERN CALIFORNIA EDISON	VARIOUS ACCOUNTS	18,022.74
149522	03/24/2022	SOUTHERN CALIFORNIA EDISON	ORANGE AVE & EL NIDO BILLING FOR JANUARY 2022	43,017.19
149523	03/24/2022	MAI II PROPERTIES LLC	CAL FRESH STORAGE RENT APR-SEPT 2022	742.50
149524	03/24/2022	STATE OF CALIFORNIA	BLOOD ALCOHOL ANALYSIS	210.00
149525	03/24/2022	STEWART- TITLE OF CALIFORNIA	SKILLS CENTER UNDATED TITLE 22	500.00
149526	03/24/2022	SUNSET GRAPHICS	CITY APPAREL FOR NEW CS HIRES	1,872.65
149527	03/24/2022	SYNTECH	IT NETWORK / SERVER SUPPORT DEC 2021, FEB 2022	5,698.00
149528	03/24/2022	TalentZok	TEMP STAFF	1,178.00
149529	03/24/2022	TOWN & COUNTRY TOWING	SHERIFF: EVIDENCE HOLD VEHICLES	510.00
149530	03/24/2022	TRUE NORTH COMPLIANCE SERV, INC.	PLAN REVIEW	28,126.88



149531	03/24/2022	UNIFIRST CORPORATION	PARKS DIVISION UNIFORMS	131.56
149532	03/24/2022	VAL VERDE GRAPHICS	BASKETBALL TROPHIES	2,928.50
149533	03/24/2022	MICHAEL VARGAS	VISION REIMBURSEMENT	307.00
149534	03/24/2022	VERIZON WIRELESS	SHERIFF ACCOUNT FEB-MAR 2022	115.20
149535	03/24/2022	VISTA PAINT CORPORATION	TRAFFIC & GRAFFITI PAINT	953.16
149536	03/24/2022	WINGRAPHICS, INC	JOB SHADOW DAY EVENT	83.72
149537	03/24/2022	WESTERN STATES MOUNTED	2022 SPRING RSO BASICS	950.00
149538	03/24/2022	XEROX FINANCIAL SERVICES	PRINTER SERVICE CONTRACT JAN-MAR 2022	7,133.22
149539	03/28/2022	HARDY & HARPER, INC	2021 CITYWIDE STREET IMPROVEMENTS PRJCT	969,438.13
149540	03/30/2022	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	244.88
149541	03/30/2022	AMERICAN INN	HOTEL: DEEP CLEANING SERVICE FEE	400.00
149542	03/30/2022	MARIA ARREGUIN	VISION REIMBURSEMENT	846.00
149543	03/30/2022	ATWORK FRANCHISE, INC.	TEMP STAFF	936.00
149544	03/30/2022	BILL & DAVE'S LDSC MAINTENANCE	PARKS GROUND MAINTENANCE	21,721.65
149545	03/30/2022	CAMERON WELDING SUPPLY	PACKAGED GASES FOR WELCING PURPOSES	64.00
149546	03/30/2022	CREATIVE PRINTING	CPRS: TABLE TOP BANNER STAND	91.59
149547	03/30/2022	DENNIS GRUBB & ASSOCIATES	DEVELOPMENT PLAN REVIEWS	920.00
149548	03/30/2022	FLOWATER, INC.	DRINKING WATER DISPENSER	174.06
149549	03/30/2022	FLOWATER, INC.	DRINKING WATER DISPENSER	1,216.52
149550	03/30/2022	HOME DEPOT CREDIT SERVICES	GROUND & BUILDING MAINTENANCE SUPPLIES	1,306.68
149551	03/30/2022	INTERWEST CONSULTING GROUP, INC.	IMPROVEMENTS, PROJECTS AND PROFESSIONAL SRVCS	61,535.00
149552	03/30/2022	J THAYER COMPANY, INC.	FINANCE OFFICE SUPPLIES	2,496.11
149553	03/30/2022	LA GARE CAFE	CATERING SERVICES	1,316.57
149554	03/30/2022	EMMANUEL MARQUEZ	VISION REIMBURSEMENT	188.95
149555	03/30/2022	DANIKA NELSON	BOOT REIMBURSEMENT	159.95
149556	03/30/2022	JIM FORBES VOICE, INC.	LEGAL ADS: ANNEXATIONS, DPR	3,729.73
149557	03/30/2022	REGIONAL CONSERVATION AUTH	MSHCP JAN 2022	732,058.48
149558	03/30/2022	COUNTY OF RIVERSIDE	FIRE PROTECTION SVCS 2ND QTR OCT-DEC 2021	1,281,401.11
149559	03/30/2022	RK ENGINEERING GROUP INC	PLN20-05107	900.00
149560	03/30/2022	LAURA SOSA	TAKE A HIKE EVENT	300.00
149561	03/30/2022	TEAMSTERS LOCAL 911	UNION DUES MARCH 2022	3,919.00
149562	03/30/2022	WILLDAN FINANCIAL SERVICES	CFDA JAN-MAR2022; DICLOSURE SVCS FY 20-21	27,630.00
149563	03/31/2022	ADAME LANDSCAPE, INC.	IRRIGATION REPAIRS, LANDSCAPE MAINTENANCE	1,405.08

149564	03/31/2022	IKEYA ADAMS	SPORTS REFEREE	125.00
149565	03/31/2022	AMAZON CAPITAL SERVICES	HEPA FILTERS, TEEN CENTER SUPPLIES, GROW PERRIS SUPPLIES	1,914.50
149566	03/31/2022	ANDERSON ELECTRIC	STREET LIGHT REPAIRS	3,960.00
149567	03/31/2022	AWARDS AND SPECIALTIES	COUNCIL MEMBERS NAME PLATES	288.61
149568	03/31/2022	BIO-TOX LABORATORIES	BLOOD DRAWS	3,917.00
149569	03/31/2022	POWERSPORTS UNLIMITED, INC.	SRFF: INSTALL TIKCET BOOK/PDA HOLDER	661.00
149570	03/31/2022	BMW MOTORCYCLES OF RIVERSIDE	SHRFF: MOTORCYCLE MAINTENANCE & REPAIRS	4,381.20
149571	03/31/2022	CAMPOS MATERIALS	LANDSCAPE MATERIALS; WOOD CHIPS	1,593.13
149572	03/31/2022	COMMUNITY WORKS DESIGN GROUP	ENCHANTED HILLS PARK PROJECT	7,066.28
149573	03/31/2022	CONSORTIUM FOR EARLY LEARN SVCS	STEM VIRTUAL CONFERENCE	30.00
149574	03/31/2022	CR&R INCORPORATED	TRASH FEES COLLECTED BY EMWD JAN 2022	9,018.09
149575	03/31/2022	DATA TICKET, INC.	DAILY CITATION PROCESSING NOV 2021	10.70
149576	03/31/2022	DAVID WHEELER'S PEST CONTROL	PEST CONTROL JAN-MAR 2022	5,400.00
149577	03/31/2022	COUNTY OF RIVERSIDE	BUILDING MAINTENANCE	660.00
149578	03/31/2022	DEPT OF TRANSPORTATION	SIGNALS & LIGHTING OCT-DEC 2021	2,298.78
149579	03/31/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	118.85
149580	03/31/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	52.52
149581	03/31/2022	EASTERN MUNICIPAL WATER DISTRICT	UTILITY ASSISTANCE PROGRAM	68.57
149582	03/31/2022	DUTALE, INC. DBA MCS	CAT6A NETWORK DROPS	24,862.23
149583	03/31/2022	DWAYNE L. HAMMOND	PLANNING ACADEMY	1,474.14
149584	03/31/2022	EASTERN MUNICIPAL WATER DISTRICT	COPPER CREEK PARK ACCT	1,445.53
149585	03/31/2022	EASTERN MUNICIPAL WATER DISTRICT	MORGAN PARK ACCOUNT	3,196.10
149586	03/31/2022	EASTERN MUNICIPAL WATER DISTRICT	VARIOUS ACCOUNTS SVC PERIOD FOR FEB 2022	17,084.27
149587	03/31/2022	EASTERN MUNICIPAL WATER DISTRICT	SKYDIVE PARK ACCOUNT	39,567.64
149588	03/31/2022	EASTERN MUNICIPAL WATER DISTRICT	PATRIOT PARK ACCOUNT	64,187.35
149589	03/31/2022	EASTERN MUNICIPAL WATER DISTRICT	VARIOUS PARKS ACCOUNT	80,129.44
149590	03/31/2022	KIMBERLY ESTEVA	REIMB: CLERK NOTARY REGISTRATION	110.57
149591	03/31/2022	EWING IRRIGATION PRODUCTS, INC.	PARKS GROUND MAINTENANCE	4,319.99
149592	03/31/2022	FEDERAL EXPRESS CORP	DELIVERY SERVICE DATES 02/16-02/17/22	30.30
149593	03/31/2022	FIELDMAN, ROLAPP & ASSOCIATES	PROFESSIONAL SERVICES JAN 2022	6,661.75
149594	03/31/2022	FUN EXPRESS, LLC	REC. HOLIDAY SUPPLIES, EASTER BUNNY EVENT SUPPLIES	1,070.60
149595	03/31/2022	EMWD	UTILITY ASSISTANCE PROGRAM	62.20
149596	03/31/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	90.00

149597	03/31/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	65.07
149598	03/31/2022	GAVILAN SPRINGS NURSERY	LANDSCAPE MAINTENANCE	599.63
149599	03/31/2022	GORM, INC.	JANITORIAL SUPPLIES	1,014.57
149600	03/31/2022	HYDROPOINT DATA SYSTEMS, INC.	WEATHER TRAK	470.00
149601	03/31/2022	IMPERIAL SPRINKLER SUPPLY	GROUPS MAINTENANCE	2,684.95
149602	03/31/2022	INFRAMARK LLC	FEB 2022 SERVICE; GARDEN LEAK REPAIRS	95,994.93
149603	03/31/2022	LA OPINION, L.P.	CDBG LEGAL PUBLICATION	1,260.00
149604	03/31/2022	MARCUS LANGSTON	SPORTS REFEREE	150.00
149605	03/31/2022	LANGUAGE NETWORK, INC.	COUNCIL MEETING SPANISH INTERPRETER	975.00
149606	03/31/2022	L.C. PAVING & SEALING, INC.	SIDEWALK IMPROVEMENTS	284,103.25
149607	03/31/2022	CRYSTAL LOPEZ	REIMB: JOB SHADOW DAY & LAKE PERRIS HIKE EVENT	123.04
149608	03/31/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF	5,180.35
149609	03/31/2022	LUIS NATERA	BOOT REIMBURSEMENT	250.00
149610	03/31/2022	NALEO	NALEO ANNUAL MEMBERSHIP FOR M. VARGAS	100.00
149611	03/31/2022	NATIONAL DRIVE	TEAMTERS DRIVE FEB 2022	12.00
149612	03/31/2022	LEMUEL NEAL	SPORTS REFEREE	126.00
149613	03/31/2022	NUTRIEN AG SOLUTION, INC.	ROUNDUP 2X2.5GA	171.05
149614	03/31/2022	CITY OF PERRIS	UTILITY ASSISTANCE PROGRAM	109.39
149615	03/31/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	77.42
149616	03/31/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	86.84
149617	03/31/2022	PITNEY BOWES GLOBAL FINANCIAL	INSERTING MACHINE LEASE 01/20-04/19/22	2,147.75
149618	03/31/2022	PLUMB LINE SURVEYING, INC.	PW YARD DRAINAGE	375.00
149619	03/31/2022	PRIME STORAGE PERRIS, LLC	EMWD PAYMENT REIMBURSEMENT	4,486.66
149620	03/31/2022	RECYCLE AWAY, LLC	LITTER REMOVAL PROGRAM	7,263.71
149621	03/31/2022	RIGHTWAY	PORTABLE TOILET RENTAL	897.50
149622	03/31/2022	RIVERSIDE COUNTY HABITAT	K-RAT FEES 2ND QTR 10/01-12/01/21	13,815.00
149623	03/31/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	115.00
149624	03/31/2022	ROW TRAFFIC SAFETY, INC	SPEED LIMITS, TRUCK ROUTE SIGNS	12,901.23
149625	03/31/2022	SOCAL GAS CO	UTILITY ASSISTANCE PROGRAM	17.94
149626	03/31/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	282.06
149627	03/31/2022	SC FUELS	FUEL	327.54
149628	03/31/2022	SIEMENS MOBILITY, INC.	STL POLE KD & INSTALL	6,427.56
149629	03/31/2022	MAI II PROPERTIES LLC	HR STORAGE UNIT APR-SEPT 2022	600.00

149630	03/31/2022	STATER BROS MARKETS	TEEN CTR, SNR CTR & SPECIAL DEPT SUPPLIES	635.93
149631	03/31/2022	SUNSET GRAPHICS	CS STAFF OUTDOOR	239.25
149632	03/31/2022	SWRCB	NUEVO RD BRIDGE WASTE DISCHARGE 07/01/21-06/30/22	2,031.00
149633	03/31/2022	SYNTECH	SWITCH REPLACEMENT	6,851.74
149634	03/31/2022	TalentZok	TEMP STAFF	7,345.50
149635	03/31/2022	COUNTY OF RIVERSIDE	P8-1292; P8-1212; P8-1295	7,926.40
149636	03/31/2022	U. S. POSTAL SERVICE	REPLENISH POSTAGE	4,000.00
149637	03/31/2022	UNIFIRST CORPORATION	PARKS DIVISION UNIFORMS	647.21
149638	03/31/2022	VERIZON WIRELESS	CELL SERVICES FEB14-MAR13 2022	22,690.01
149639	03/31/2022	WALTERS WHOLESale ELECTRIC CO	ELECTRICAL REPAIRS	497.25
149640	03/31/2022	WINGRAPHICS, INC	COVID-19 TESTING SITE SIGNAGE	55.81

**TOTAL**

**10,662,409.62**



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 31, 2022

**SUBJECT:** Annexation of DPR 20-00011 to the City's Maintenance Districts  
 Owner(s): Rider Business Center, LLC  
 APN(s): 300-210-011, 300-210-012, 300-210-013 and 300-210-029, located at the southwest corner of Rider Street and Wilson Avenue  
 Project: DPR 20-00011- Industrial Building

**REQUESTED ACTION:** Open and Close of Public Hearing, Open 3 Ballots and Adoption of 3 Resolutions Ordering the Annexation of DPR 20-00011 to the City's Maintenance Districts, Giving Final Approval to the Engineer's Reports, and the Levying of the 2022-2023 Assessments.

**CONTACT:** Stuart McKibbin, Contract City Engineer

**BACKGROUND/DISCUSSION:** DPR 20-00011 is a construction of a 248,442 SF industrial building at the southwest corner of Rider Street and Wilson Avenue within the Light Industrial (LI) zone within the Perris Valley Commerce Center Specific Plan (PVCC-SP) (See attached Boundary Map).

On March 29, 2022, resolutions were approved stating the City Council's intention to annex this project into the City's maintenance districts and set a Public Hearing for May 31, 2022.

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

<u>Maintenance District</u>	<u>Maximum Annual Assessment</u>
Maintenance District No. 84-1 (streetlights & traffic signals)	\$2,276.14
Landscape Maintenance District (Parkways)	8,580.44
Landscape Maintenance District (Medians)	1,992.16
Flood Control Maintenance District No. 1	<u>935.69</u>
Total Maximum Annual Assessment	\$13,784.43

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager ER

**Attachments:**

1. Location Map
2. Resolution Ordering the Annexation of DPR 20-00011 to MD 84-1. Giving Final Approval to the Engineer's Report, and the Levying of the 2022-2023 Assessments.
3. Resolution Ordering the Annexation of DPR 20-00011 to LMD 1. Giving Final Approval to the Engineer's Report, and the Levying of the 2022-2023 Assessments.
4. Resolution Ordering the Annexation of DPR 20-00011 to FCMD 1. Giving Final Approval to the Engineer's Report, and the Levying of the 2022-2023 Assessments.

**Consent:**

Public Hearing:  x

Business Item:

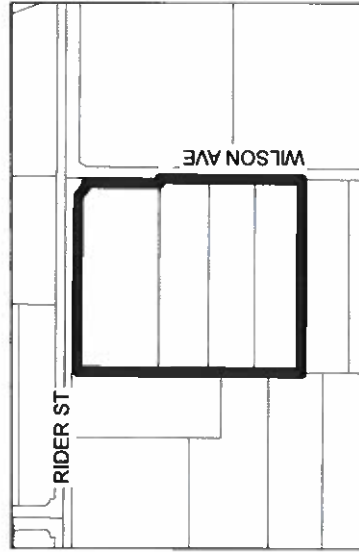
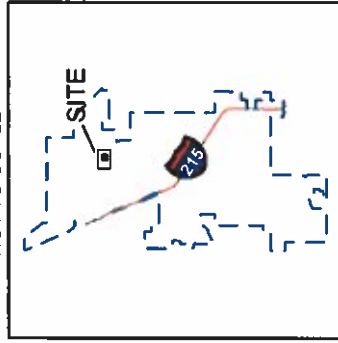
Presentation:

Other:

## Attachment No. 1

# ANNEXATION OF DPR 20-00011 TO CITY OF PERRIS MAINTENANCE DISTRICT NO. 84-1, LANDSCAPE MAINTENANCE DISTRICT NO. 1, AND FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

VICINITY MAP  
NOT TO SCALE



Owner: Rider Business Center, LLC

MD 84-1

5 Street Lights

Contribution towards traffic signals at the intersection of:  
Rider Street and Wilson Avenue

30%

LMD 1

Rider Street and Wilson Avenue parkways along the project boundaries. Rider Street median along the frontage of DPR 20-00011.

FCMD 1

Public flood control facilities including a catch basin, transition structure, 18-inch and 30-inch storm drain pipes, and appurtenances that channel, contain and convey the storm flow away from the property.

Facility	Maximum Annual Assessment
Street Lights and Traffic Signals	\$2,276.14
Landscaped Parkways	8,580.44
Landscaped Medians	1,992.16
Flood Control Facilities	935.69
<b>Total Maximum Annual Assessments</b>	<b>\$13,784.43</b>

Standard Inflation Factors (SIF)

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

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





## Attachment No. 2

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 20-00011 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022/2023**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 29th day of March 2022, adopt its Resolution of Intention Number 5950 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Maintenance District Number 84-1 (the “District”), which Resolution of Intention Number 5950 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

**WHEREAS**, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5950, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

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

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

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

**Section 1.** That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5950, be done and made.

**Section 2.** Be it further resolved that:

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

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

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

**Section 5.** Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2022-2023 are hereby levied.

**ADOPTED, SIGNED and APPROVED** this 31st 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 XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 31st day of May 2022, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar

## Attachment No. 3

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 20-00011 TO BENEFIT ZONE 163, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 29th day of March 2022, adopt its Resolution of Intention Number 5953 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District Number 1 (the “District”), which Resolution of Intention Number 5953 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

**WHEREAS**, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5953, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

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

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

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

**Section 1.** That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5953, be done and made.

**Section 2.** Be it further resolved that:

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

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

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

**Section 5.** Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2022-2023 are hereby levied.

**ADOPTED, SIGNED and APPROVED** this 31st 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 held the 31st day of May 2022, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



## Attachment No. 4

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 20-00011 TO BENEFIT ZONE 129, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 29th day of March 2022, adopt its Resolution of Intention Number 5954 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Flood Control Maintenance District Number 1 (the “District”), and which a Notice of Public Hearing was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Notice on file in the office of the City Clerk; and

**WHEREAS**, after the adoption of Resolution Number 5954, said Resolution was duly posted in the time, form and manner as required by law, shown by the Affidavit of Posting on file in the office of the City Clerk; and

**WHEREAS**, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5954, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

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

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

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

**Section 1.** That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5954, be done and made.

**Section 2.** Be it further resolved that:

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

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

**Section 4.** Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2022-2023 are hereby levied.

**ADOPTED, SIGNED and APPROVED** this 31st 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 held the 31st day of May, 2022, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:**

May 31, 2022

**SUBJECT:**

Annexation No. 47 (APN(s): 300-210-011, 300-210-012, 300-210-013 and 300-210-029) of parcels into CFD 2001-3 (North Perris Public Safety District), located at the southwest corner of Rider Street and Wilson Avenue

Owner(s): Rider Business Center, LLC

Project: DPR 20-00011- Industrial Building

**REQUESTED ACTION:**

- 1.) Open a public hearing on Annexation No. 47 to CFD 2001-03 (North Perris Public Safety District) and determine if there are any protests to the Annexation.
- 2.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body, of Community Facilities District No. 2001-03 (North Perris Public Safety District) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 47 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 47.
- 3.) Conduct the Special Election relating to Annexation No. 47.
- 4.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities Districts No. 2001-03 (North Perris Public Safety District) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 47, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

**CONTACT:**

Ernie Reyna, Deputy City Manager

A handwritten signature in blue ink, appearing to read "ER", is written over the printed name "Ernie Reyna".

---

**BACKGROUND/DISCUSSION:**

DPR 20-00011 is a construction of a 248,442 SF industrial building at the southwest corner of Rider Street and Wilson Avenue within the Light Industrial (LI) zone within the Perris Valley Commerce Center Specific Plan (PVCC-SP) (See attached Vicinity Map).

At its meeting on April 12, 2022, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety District) (the "District"), adopted Resolution No. 5963 ("Resolution of Intention"), declaring its intention to Annex Certain Territory to the District and setting the date of the public hearing to May 31, 2022 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California. The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

---

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

---

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

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

Deputy City Manager EL

**Attachments:**

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

**Consent:**

Public Hearing: x

Business Item:

Presentation:

Other:

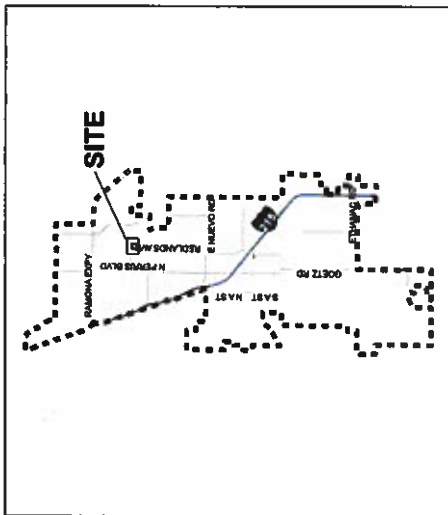
# ATTACHMENT 1

## VICINITY MAP

# ANNEXATION MAP NO. 47 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

VICINITY MAP



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	300-210-011
2	300-210-012
3	300-210-013
4	300-210-029

FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 47 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF PERRIS

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGES \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

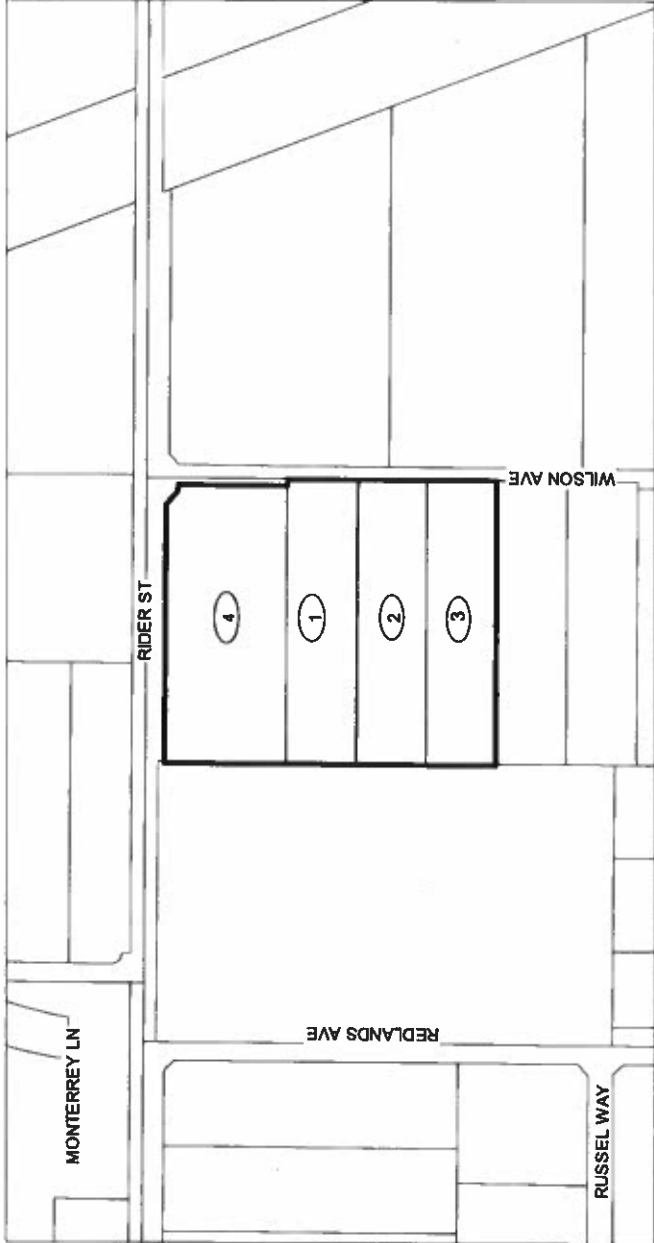
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY  
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON DECEMBER 18, 2001 IN BOOK 50 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 48.

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

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



**Legend**

- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



27388 VIA INDUSTRIAL, SUITE #200  
TEMECULA, CA 92590  
(951) 387-3800



**ATTACHMENT 2**

**RESOLUTION CALLING FOR SPECIAL  
ELECTION**

**RESOLUTION NO. XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 47 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 47**

**WHEREAS**, the City Council (the “Council”) of the City of Perris, California (the “City”), acting in its capacity as the legislative body (the “Legislative Body”) of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the “District”), on April 12, 2022, has heretofore adopted its Resolution No. 5964 (the “Resolution of Intention”) stating its intention to annex certain territory (the “Property”) as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

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

**WHEREAS**, the Resolution of Intention set May 31, 2022 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

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

**WHEREAS**, the public hearing was held on May 31, 2022; and

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

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

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

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

**WHEREAS**, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the May 31, 2022 public hearing; and

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

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

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

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

**Section 3.** The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 47." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

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

Legislative Body, said map designated "Annexation Map No. 47 to Community Facilities District No. 2001-3, (North Perris Public Safety)," a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation No. 47 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 88, Page 80 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2022-0184783).

**Section 5.** The Council finds that the Services, generally described as fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as set forth in Exhibit "B" hereto are necessary to meet the increased demand put upon the City as a result of the development within Annexation No. 47.

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

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

**Section 8.** Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 47 to the District and establishing an appropriation limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and

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

**Section 9.** The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on May 31, 2022.

**Section 10.** It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 47 during each of the ninety (90) days preceding the closing of the May 31, 2022 public hearing regarding the levy of the special tax on the territory within Annexation No. 47 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on May 31, 2022, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

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

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

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

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

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

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

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

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

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

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

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

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

**ADOPTED, SIGNED** and **APPROVED** this 31st day of May 2022.

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Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar

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

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 31st day of May 2022, by the following called vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

Exhibit A – Special Tax Rate and Method of Apportionment

Exhibit B – Types of Services Financed

Exhibit C – Special Tax and Apportionments Limit Election



**Exhibit A**

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

**SPECIAL TAX RATE AND METHOD OF APPORTIONMENT**

**A. BASIS OF SPECIAL TAX LEVY**

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

**B. DEFINITIONS**

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

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

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

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

**Base Year** means Fiscal Year ending June 30, 2006.

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

**City** means the City of Perris, California.

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

*RESOLUTION NUMBER XXXX*

**County** means the County of Riverside, California.

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

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

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

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

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

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

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

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

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

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

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

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

*RESOLUTION NUMBER XXXX*

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

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

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

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

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

**Zone A** means property designated as Zone A.

**C. DURATION OF THE SPECIAL TAX**

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

**D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES**

**1. Classification of Parcels**

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

**2. Maximum Special Tax Rates**

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

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

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

*RESOLUTION NUMBER XXXX*

**E. SETTING THE ANNUAL SPECIAL TAX LEVY**

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

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

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

**F. ADMINISTRATIVE CHANGES AND APPEALS**

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

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

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

**G. MANNER OF COLLECTION**

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

**Exhibit B**

**COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC  
SAFETY)  
OF THE CITY OF PERRIS, ANNEXATION NO. 47**

**TYPES OF SERVICES TO BE FINANCED**

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

**Exhibit C**

**OFFICIAL BALLOT**

**TO BE OPENED ONLY BY THE CANVASSING BOARD**

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

**OF THE CITY OF PERRIS, ANNEXATION NO. 47**

**SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION**

**May 31, 2022**

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

This ballot is provided to **RIDER BUSINESS CENTER, LLC**, as owner or authorized representative of such sole owner of 11.71 acres of the land within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 47 (the "Property") and represents **12** of the votes required for annexation.

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

**PROPOSITION A:** Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 47 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on May 31, 2022 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 47 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2021-2022 is \$364.20 per Single-Family Residential Unit, \$72.84 per Multi-Family Residential Unit and \$1,456.81 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?

YES

NO

Number of votes: 12

Property Owner: **RIDER BUSINESS CENTER, LLC**

By: \_\_\_\_\_

**ATTACHMENT 3**

**RESOLUTION DECLARING RESULTS FOR  
SPECIAL ELECTION**

**RESOLUTION NO. XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 47 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 47 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN**

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

**WHEREAS**, the Legislative Body called and duly held an election in the District pursuant to Resolution No. XXXX adopted on May 31, 2022 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as “Annexation No. 47” (the “Property”), a proposition for the levy of a special tax and the establishment of an appropriations limit (“Proposition A”) in accordance with the method set forth in Exhibit “A” to Resolution No. 5964 adopted on April 12, 2022 (the “Resolution of Intention”); and

**WHEREAS**, the landowners of record within the Property as of the close of the public hearing held on May 31, 2022 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the “Election Official”) concurring therein; and

**WHEREAS**, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the “Act”), the special election was held on May 31, 2022; and

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

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

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



**Section 2.** The canvass of the votes cast in the Property to be annexed to the District at the special election held on May 31, 2022, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

**Section 3.** Proposition A presented to the qualified electors of the Property for receipt by the Election Official on May 31, 2022, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

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

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

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

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

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

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

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

**ADOPTED, SIGNED** and **APPROVED** this 31<sup>st</sup> 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 held the 31st day of May 2022, by the following called vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

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

EXHIBIT A – Certificate of the Election Official as to the Results of the Election Returns

**Exhibit A**

**COMMUNITY FACILITIES DISTRICT NO. 2001-3  
(NORTH PERRIS PUBLIC SAFETY)  
OF THE CITY OF PERRIS, ANNEXATION NO. 47**

**CERTIFICATE OF THE ELECTION OFFICIAL  
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on May 31, 2022, held in

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)  
OF THE CITY OF PERRIS, ANNEXATION NO. 47

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 31<sup>st</sup> day of May 2022.

CITY OF PERRIS, CALIFORNIA, acting as the  
LEGISLATIVE BODY OF THE COMMUNITY  
FACILITIES DISTRICT NO. 2001-3 (NORTH  
PERRIS PUBLIC SAFETY) OF THE CITY OF  
PERRIS

By: \_\_\_\_\_

City Clerk, Nancy Salazar

**COMMUNITY FACILITIES DISTRICT NO. 2001-3  
(NORTH PERRIS PUBLIC SAFETY)  
OF THE CITY OF PERRIS, ANNEXATION NO. 47**

**STATEMENT OF ALL VOTES CAST  
SPECIAL TAX ELECTION**

	Qualified Landowner Votes	Total Votes Cast	<u>YES</u>	<u>NO</u>
City of Perris, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 47, Special Election, May 31, 2022	12	_____	_____	_____

**PROPOSITION A:** Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 47 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on May 31, 2022 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 47 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2021-2022 is \$364.20 per Single-Family Residential Unit, \$72.84 per Multi-Family Residential Unit and \$1,456.81 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:**

May 31, 2022

**SUBJECT:**

Annexation No. 9 (APN(s): 300-210-011, 300-210-012, 300-210-013 and 300-210-029) of parcels into CFD 2018-02 (Public Services District), located at the southwest corner of Rider Street and Wilson Avenue

Owner(s): Rider Business Center, LLC

Project: DPR 20-00011- Industrial Building

**REQUESTED ACTION:**

- 1.) Open a public hearing on Annexation No. 9 to CFD 2018-02 (Public Services District) and determine if there are any protests to the Annexation.
- 2.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body, of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 9 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 9.
- 3.) Conduct the Special Election relating to Annexation No. 9.
- 4.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities Districts No. 2018-02 (Public Services District) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 9, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

**CONTACT:**

Ernie Reyna, Deputy City Manager 

---

**BACKGROUND/DISCUSSION:**

DPR 20-00011 is a construction of a 248,442 SF industrial building at the southwest corner of Rider Street and Wilson Avenue within the Light Industrial (LI) zone within the Perris Valley Commerce Center Specific Plan (PVCC-SP) (See attached Vicinity Map).

At its meeting on April 12, 2022, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District No. 2018-02 (Public Services District) (the "District"), adopted Resolution No. 5964 ("Resolution of Intention"), declaring its intention to Annex Certain Territory to the District and setting the date of the public hearing to May 31, 2022 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California. The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

---

**BUDGET (or FISCAL) IMPACT:** The Annexation of territory into the District increases the tax base to fund the public services to be provided to the residents and businesses within the District. The levy of the Special Tax will begin in the fiscal year for which a building permit was issued prior to May 1st of the previous fiscal year.

---

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

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

Deputy City Manager ER

**Attachments:**

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

**Consent:**

Public Hearing: x

Business Item: \_\_\_\_\_

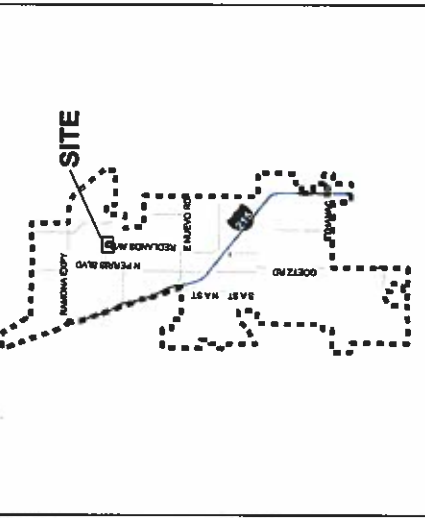
Presentation: \_\_\_\_\_

Other: \_\_\_\_\_

# ATTACHMENT 1

## VICINITY MAP

# ANNEXATION MAP NO. 9 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 9, TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	300-210-011
2	300-210-012
3	300-210-013
4	300-210-029

CITY CLERK  
CITY OF PERRIS

FILED THIS \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

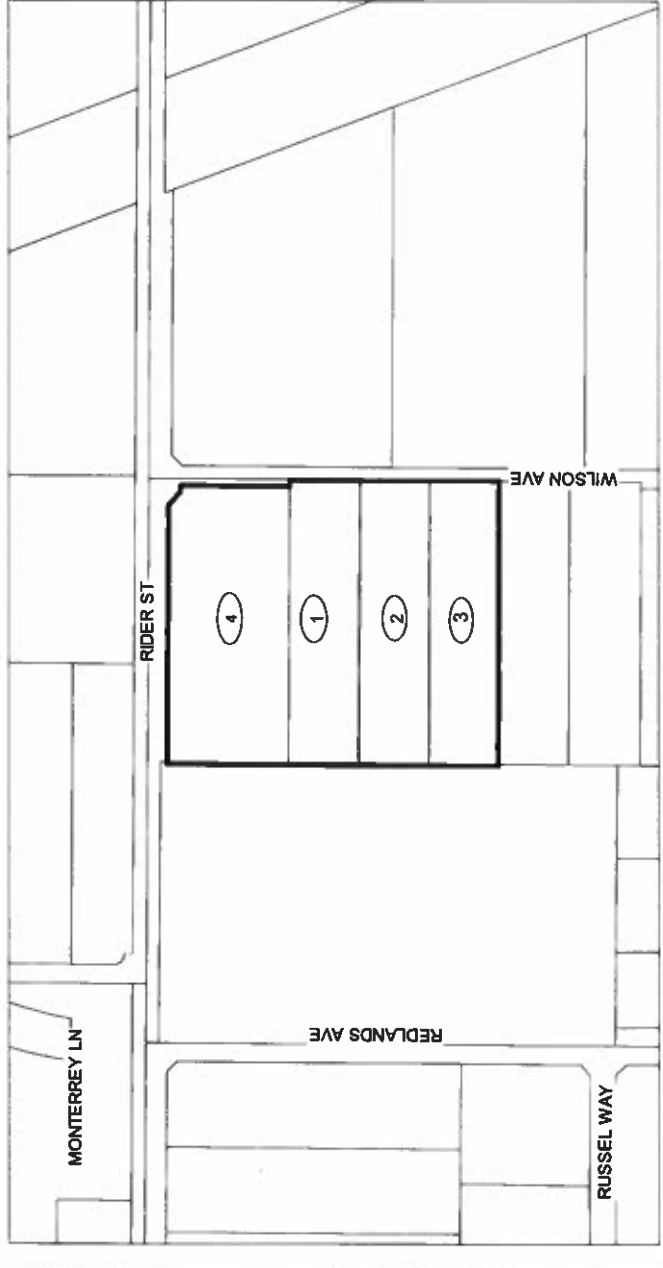
PETER ALDAMA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY  
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON OCTOBER 23, 2018, IN BOOK 83 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 28 AS INSTRUMENT NUMBER 2018-0421949.

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

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



**Legend**

- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



**WILLDAN**  
27388 VIA INDUSTRIAL, SUITE #200  
TAMECULA, CA 92590  
(951) 587-3590



**ATTACHMENT 2**

**RESOLUTION CALLING FOR SPECIAL  
ELECTION**

**RESOLUTION NO. XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 9 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 9**

**WHEREAS**, the City Council (the “Council”) of the City of Perris, California (the “City”), acting in its capacity as the legislative body (the “Legislative Body”) of the Community Facilities District No. 2018-02 (Public Services District) of the City of Perris (the “District”), on April 12, 2022, has heretofore adopted its Resolution No. 5964 (the “Resolution of Intention”) stating its intention to annex certain territory (the “Property”) as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

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

**WHEREAS**, the Resolution of Intention set May 31, 2022 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

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

**WHEREAS**, the public hearing was held on May 31, 2022; and

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

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

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

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

**WHEREAS**, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the May 31, 2022 public hearing; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, California, as follows:

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

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

**Section 3.** The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 9." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

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

Legislative Body, said map designated “Annexation Map No. 9 to Community Facilities District No. 2018-02, (Public Services District),” a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation No. 9 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 88, Page 79 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2022-0184782).

**Section 5.** The Council finds that the services authorized to be funded by the CFD and paid by the special taxes levied within the CFD (the “Services”) shall incorporate and have the meaning given to the term “services” in section 53313 of the Mello-Roos Community Facilities Act of 1982, as set forth in Exhibit “B” hereto are necessary to meet the increased demand put upon the City as a result of the development within Annexation No. 9.

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

**Section 7.** The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit “A” to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2018-02 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit “A,” the Council shall, on behalf of Community Facilities District No. 2018-02, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit “A,” to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. Upon recordation of a notice of special tax lien pursuant to Streets and Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

**Section 8.** Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 9 to the District and establishing an appropriation limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit “C.”

**Section 9.** The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on May 31, 2022.

**Section 10.** It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 9 during each of the ninety (90) days preceding the closing of the May 31, 2022 public hearing regarding the levy of the special tax on the territory within Annexation No. 9 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on May 31, 2022, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

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

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

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

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

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

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

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

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

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

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

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

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

**ADOPTED, SIGNED and APPROVED** this 31st day of May, 2022.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar

Exhibit A – Special Tax Rate and Method of Apportionment

Exhibit B - Description of Authorized Services

Exhibit C – Special Tax and Appropriations Limit Election

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

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 31st day of May, 2022, by the following called vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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



**Exhibit A****CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2018-02  
(PUBLIC SERVICES DISTRICT)****SPECIAL TAX RATE AND METHOD OF APPORTIONMENT**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Perris Community Facilities District No. 2018-02 (Public Services District), City of Perris, County of Riverside, State of California ("CFD No. 2018-02") and collected each Fiscal Year commencing in Fiscal Year 2018-19, in an amount determined by the City Council through the application of the appropriate Special Tax, as described below. All of the real property in CFD No. 2018-02, unless exempted by law or by the provisions hereof, shall be taxed for these purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2018-02: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2018-02, or any designee thereof of complying with CFD No. 2018-02 or obligated persons disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2018-02, or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2018-02 for any other administrative purposes of CFD No. 2018-02, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

**"Assessor's Parcel" or "Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

**“Authorized Services”** means those services eligible to be funded by CFD No. 2018-02, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2018-02 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2018-02 shall finance Authorized Services only to the extent that they are in addition to those provided in the territory of CFD No. 2018-02 before the CFD was created and such Authorized Services may not supplant services already available within CFD No. 2018-02 when the CFD was created.

**“Building Permit”** means a permit issued by the City or other governmental agency for the construction of a residential or non-residential building on an Assessor’s Parcel.

**“CFD Administrator”** means an official of CFD No. 2018-02, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

**“CFD No. 2018-02”** means City of Perris Community Facilities District No. 2018-02 (Public Services District), City of Perris, County of Riverside, State of California.

**“City”** means the City of Perris, California.

**“City Council”** means the City Council of the City.

**“Consumer Price Index”** means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All items in Los Angeles-Riverside-Orange County, CA, all urban consumers, not seasonally adjusted” index (Series Id: CUURA421SA0), measured as of the month of December in the calendar year that ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index.

**“County”** means the County of Riverside.

**“Developed Property”** means, for each Fiscal Year, all Assessor’s Parcels for which a Building Permit was issued after January 1, 2017 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

**“Fiscal Year”** means the period starting July 1 and ending on the following June 30.

**“Floor Area”** means the total building square footage of non-residential building(s) or the non-residential portion of a building with both residential and non-residential areas located on an Assessor’s Parcel of Taxable Property, measured from outside wall to outside wall, exclusive of overhangs, porches, patios, carports, or similar spaces attached to the building but generally open on at least two (2) sides. The determination of Floor Area shall be made by reference to the Building Permit(s) issued for such Assessor’s Parcel and/or to the appropriate records kept by the City’s Building Division, as reasonably determined by the CFD Administrator.

**“Industrial Zone(s)”** means zoning designation identified in the Chapter 19.44 of the City’s Zoning Ordinance (as amended by the City from time to time).

**“Maximum Special Tax”** means, for each Fiscal Year, the maximum Special Tax, determined in accordance with Section C, below, that can be levied on any Assessor’s Parcel.

**“Non-Residential Property”** means any and each Assessor’s Parcel of Developed Property for which a Building Permit permitting the construction of one or more non-residential units or facilities, has been issued by the City or some other governmental agency.

**“Property Owner Association Property”** means, for each Fiscal Year, any Assessor’s Parcel within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association, not including any such property that is located directly under a residential or non-residential structure.

**“Proportionately”** means that the ratio of the actual annual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Property.

**“Public Property”** means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to the Federal government, the State, the City, or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act, as such section may be amended or replaced, shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-02 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

**“Rate and Method of Apportionment”** or **“RMA”** means this Rate and Method of Apportionment of Special Tax.

**“Resolution of Formation”** means the resolution forming CFD No. 2018-02.

**“Special Tax”** or **“Special Taxes”** means the special tax or special taxes to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax Requirement.

**“Special Tax Requirement”** means that amount to be collected in any Fiscal Year for CFD No. 2018-02 to pay for certain costs as required to meet the needs of CFD No. 2018-02 in that Fiscal Year. The costs to be covered shall be the direct costs for (i) Authorized Services, including the establishment of reserves for future costs of Authorized Services, (ii) Administrative Expenses, and (iii) an amount to cover anticipated delinquencies for the payment of the Special Tax, based on the delinquency

rate for the preceding Fiscal Year; less (iv) a credit for funds available to reduce the annual Special Tax levy, if any, as determined by the CFD Administrator. Under no circumstances shall the Special Tax Requirement include debt service payments for debt financings by CFD No. 2018-02.

“**State**” means the State of California.

“**Taxable Property**” means an Assessor’s Parcel of Non-Residential Property (i) for which a Building Permit has been issued permitting the construction of one or more land uses allowed in an Industrial Zone, and (ii) that is not exempt from the Special Tax pursuant to law or Section E below.

“**Non-Taxable Property**” means, for each Fiscal Year, all property not classified as Taxable Property.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Assessor’s Parcels within CFD No. 2018-02 shall be classified by the CFD Administrator as Taxable Property or Non-Taxable Property, and shall be subject to annual Special Taxes in accordance with this Rate and Method of Apportionment as determined by the CFD Administrator pursuant to Sections C and D below. The CFD Administrator’s allocation of property to each type of Land Use Class shall be conclusive and binding. However, only Taxable Property shall be subject to annual Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below.

**C. MAXIMUM SPECIAL TAX RATE**

**1. Taxable Property**

**a. Maximum Special Tax**

The Maximum Special Tax for Fiscal Year 2018-19 for Taxable Property is shown below in Table 1.

**TABLE 1**

**Maximum Special Taxes  
For Fiscal Year 2018-19  
Community Facilities District No. 2018-02**

Land Use Class	Land Use	Fiscal Year 2018-2019 Maximum Special Tax
1	Taxable Property	\$18.47 per Thousand Square Feet of Floor Area

b. Multiple Land Use Classes

In some instances, an Assessor's Parcel of Taxable Property may contain more than one Land Use Class. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Taxes that can be levied for all Land Use Classes located on that Assessor's Parcel.

c. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2019, the Maximum Special Tax for Taxable Property shall be increased annually by the greater of the change in the Consumer Price Index during the twelve (12) months prior to December of the previous Fiscal Year, or two percent (2.00%).

2. **Non-Taxable Property**

No Special Taxes shall be levied on Non-Taxable Property.

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing with Fiscal Year 2018-19 and for each following Fiscal Year, the City Council shall levy the annual Special Tax Proportionately for each Assessor's Parcel of Taxable Property at up to 100% of the applicable Maximum Special Tax, until the amount of Special Taxes equals the Special Tax Requirement.

**E. EXEMPTIONS**

No Special Tax shall be levied on Non-Taxable Property, Property Owner Association Property, or Public Property. However, should an Assessor's Parcel no longer be classified as Non-Taxable Property, Property Owner Association Property, or Public

Property, such Assessor's Parcel shall, upon each reclassification, no longer be exempt from Special Taxes.

**F. APPEALS AND INTERPRETATIONS**

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the City Council by filing a written notice of appeal with the clerk of the City, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

The City may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the City will be final and binding as to all persons.

**G. MANNER OF COLLECTION**

The annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary or otherwise advisable to meet its financial obligations for CFD No. 2018-02, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

**H. FUTURE ANNEXATIONS**

It is anticipated that additional properties will be annexed to CFD No. 2018-02 from time to time. As each annexation is proposed, an analysis may be prepared to determine the annual cost for providing Authorized Services to such parcels. Based on this analysis, any parcels to be annexed, pursuant to California Government Code Section 53339 *et seq.* will be assigned the approximate Maximum Special Tax rates when annexed and included in Exhibit A.

**I. TERM OF SPECIAL TAX**

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement, unless no longer required to pay for Authorized Services as determined at the discretion of the City.

**Exhibit B**

**COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)  
OF THE CITY OF PERRIS, ANNEXATION NO. 9**

**DESCRIPTION OF AUTHORIZED SERVICES**

**Authorized Services**

The services authorized to be funded by the CFD and paid by the special taxes levied within the CFD (the "Services") are described below. For purposes of the CFD, the Services shall incorporate and have the meaning given to the term "services" in section 53313 of the Mello-Roos Community Facilities Act of 1982.

**Additional Authorized Expenses**

In addition, the following costs are authorized to be funded by the special taxes levied within the CFD:

(a) Administrative expenses including the costs incurred to determine, levy and collect the special taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of the special taxes on the property tax rolls, preparation of required reports, and any other costs incurred in the administration of the CFD by the City.

(b) Any amounts needed for operating reserves and capital reserves.

(c) Any amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years.

(d) To reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD.



**Exhibit C**  
**OFFICIAL BALLOT**  
**TO BE OPENED ONLY BY THE CANVASSING BOARD**  
**COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)**  
**OF THE CITY OF PERRIS, ANNEXATION NO. 9**  
**SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION**  
**May 31, 2022**

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

This ballot is provided to **Rider Business Center, LLC**, as owner or authorized representative of such sole owner of 11.71 acres of the land within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 9 (the "Property") and represents **12** of the votes required for annexation.

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

**PROPOSITION A:** Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 9 to pay for the provision of all related administrative costs and expenses, necessary utility (water and electricity) costs, and related reserves for replacement of vehicles, equipment and facilities, including the costs incurred to determine, levy and collect the special taxes, including the compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of special taxes on the property tax rolls, preparation of required reports, and amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years, to reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD, any amounts needed for operating reserves and capital reserves, and any other costs incurred in the administration of the CFD by the City, as authorized in the Resolution calling election adopted on May 31, 2022 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 9 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population?

YES

NO

Number of votes: **12**  
 Property Owner: **Rider Business Center, LLC**  
 By: \_\_\_\_\_

**ATTACHMENT 3**

**RESOLUTION DECLARING RESULTS FOR  
SPECIAL ELECTION**

**RESOLUTION NO. XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 9 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 9 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN**

The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2018-02 (Public Services District) of the City of Perris (the "District"), does hereby resolve as follows:

**WHEREAS**, the Legislative Body called and duly held an election in the District pursuant to Resolution No. XXXX adopted on May 31, 2022 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "ANNEXATION NO. 9" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 5964 adopted on April 12, 2022 (the "Resolution of Intention"); and

**WHEREAS**, the landowners of record within the Property as of the close of the public hearing held on May 31, 2022 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

**WHEREAS**, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on May 31, 2022; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, California, as follows:

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

**Section 2.** The canvass of the votes cast in the Property to be annexed to the District at the special election held on May 31, 2022, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

**Section 3.** Proposition A presented to the qualified electors of the Property for receipt by the Election Official on May 31, 2022, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

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

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

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

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

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

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

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

**ADOPTED, SIGNED and APPROVED** this 31st 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 held the 31st day of May, 2022, by the following called vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

Exhibit A

**COMMUNITY FACILITIES DISTRICT NO. 2018-02  
(PUBLIC SERVICES DISTRICT)  
OF THE CITY OF PERRIS, ANNEXATION NO. 9**

**CERTIFICATE OF THE ELECTION OFFICIAL  
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on May 31, 2022, held in

COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)  
OF THE CITY OF PERRIS, ANNEXATION NO. 9

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 31st day of May, 2022.

CITY OF PERRIS, CALIFORNIA, acting as the  
LEGISLATIVE BODY OF THE COMMUNITY  
FACILITIES DISTRICT NO. 2018-02 (PUBLIC  
SERVICES DISTRICT) OF THE CITY OF PERRIS

By: \_\_\_\_\_

City Clerk, Nancy Salazar

**COMMUNITY FACILITIES DISTRICT NO. 2018-02  
(NORTH PERRIS PUBLIC SAFETY)  
OF THE CITY OF PERRIS, ANNEXATION NO. 9**

**STATEMENT OF ALL VOTES CAST  
SPECIAL TAX ELECTION**

	<u>Qualified Landowner Votes</u>	<u>Total Votes Cast</u>	<u>YES</u>	<u>NO</u>
City of Perris, Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 9, Special Election, May 31, 2022	12	_____	_____	_____

**PROPOSITION A:** Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 9 to pay for the provision of all related administrative costs and expenses, necessary utility (water and electricity) costs, and related reserves for replacement of vehicles, equipment and facilities, including the costs incurred to determine, levy and collect the special taxes, including the compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of special taxes on the property tax rolls, preparation of required reports, and amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years, to reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD, any amounts needed for operating reserves and capital reserves, and any other costs incurred in the administration of the CFD by the City, as authorized in the Resolution calling election adopted on May 31, 2022 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 9 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population?



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 31, 2022

**SUBJECT:** Consideration to Adopt Resolution of Necessity Number (next in order) to Acquire a Drainage Easement located at 467 E. 7th Street, between S. Redlands Avenue and S. G Street ("Property")

**REQUESTED ACTION:** (1) That the City Council hold a public hearing on the proposed Resolution of Necessity and (2) adopt the Resolution of Necessity authorizing the commencement of eminent domain actions to acquire a drainage easement in a portion of APN 310-160-044 ("Easement")

**CONTACT:** Eric L. Dunn, City Attorney

#### **BACKGROUND/DISCUSSION:**

The City of Perris is planning to install drainage improvements on its G Street Public Works Corporate Yard, adjacent to the Property owned by 4D Industrial Inc. (a Nevada corporation) located on Seventh Street. The planned drainage improvements require a 300-square foot drainage easement on a portion of the Property, Assessor's Parcel Number 310-160-044 ("Easement"; for plat map see Attachment 1). The Easement is for the acceptance of a concentration of storm runoff that already drains at the Property. The City believes the proposed improvements will alleviate nuisance drainage issues with the City's Corporate Yard, as well as facilitate future development improvements of the Property.

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

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



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

#### COMPLIANCE WITH CEQA

Acquisition of an easement by a public agency for drainage flow into existing outlets is exempt from the California Environmental Quality Act ("CEQA").

#### FINDINGS REQUIRED IN THE RESOLUTION

Public acquisition of an easement against private property by eminent domain for drainage purposes is authorized by Section 19 of Article I of the California Constitution, California Code of Civil Procedure Sections 1240.010 through 1240.050 and Sections 1240.410 through 1240.430, and Government Code Sections 37350, 37350.5, and 40404.

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

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

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

After the City receives testimony and evidence from all interested parties, the City Council must make a determination as to whether to acquire the Interest by eminent domain and adopt the proposed Resolution of Necessity (see Attachment 2). The City must find and determine that based upon all the evidence and the existence of the above stated conditions, (a) public interest and necessity require the project, (b) the project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury, (c) acquisition by eminent domain is necessary, and (d) the offer required by Government Code Section 7267.2 has been made to the owner or owners of record, or the offer was not made because the owner could not be located with reasonable diligence.

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

**EVIDENCE SUPPORTING THE FINDINGS**

The public interest, convenience, and necessity require acquisition of a drainage easement at the Property located on Seventh Street. The City's project to install drainage improvements at its Public Works Corporate Yard and to direct flow of storm runoff that already drains at the Property will mitigate nuisance drainage and flooding issues at the City's Corporate Yard. It will also facilitate drainage of the Property for future development of improvements on the Property.

The Easement proposed to be acquired affects APN 310-160-044.

The Easement affects only the portion of the Property that the City needs at the present time. Acquisition of a larger portion of or interest in the above-listed APN at this time would not provide any present benefit to the public or the property owner.

The acquisition of the Easement is necessary for the City's project because, without the Easement, the Project cannot be constructed. The Project is planned in the greatest public good and the least private injury

The City of Perris made an offer to the owner of the Property on March 18, 2022.

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**BUDGET (or FISCAL) IMPACT:**

The cost of acquisition of the Easement will be funded from the account CIP F015.

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Prepared by:

**REVIEWED BY:**

City Attorney   X    
Assistant City Manager \_\_\_\_\_  
Deputy City Manager   [Signature]  

**Attachments:**

1. Plat Map
2. Resolution of Necessity for APN 310-160-044

**Consent:**

Public Hearing: X

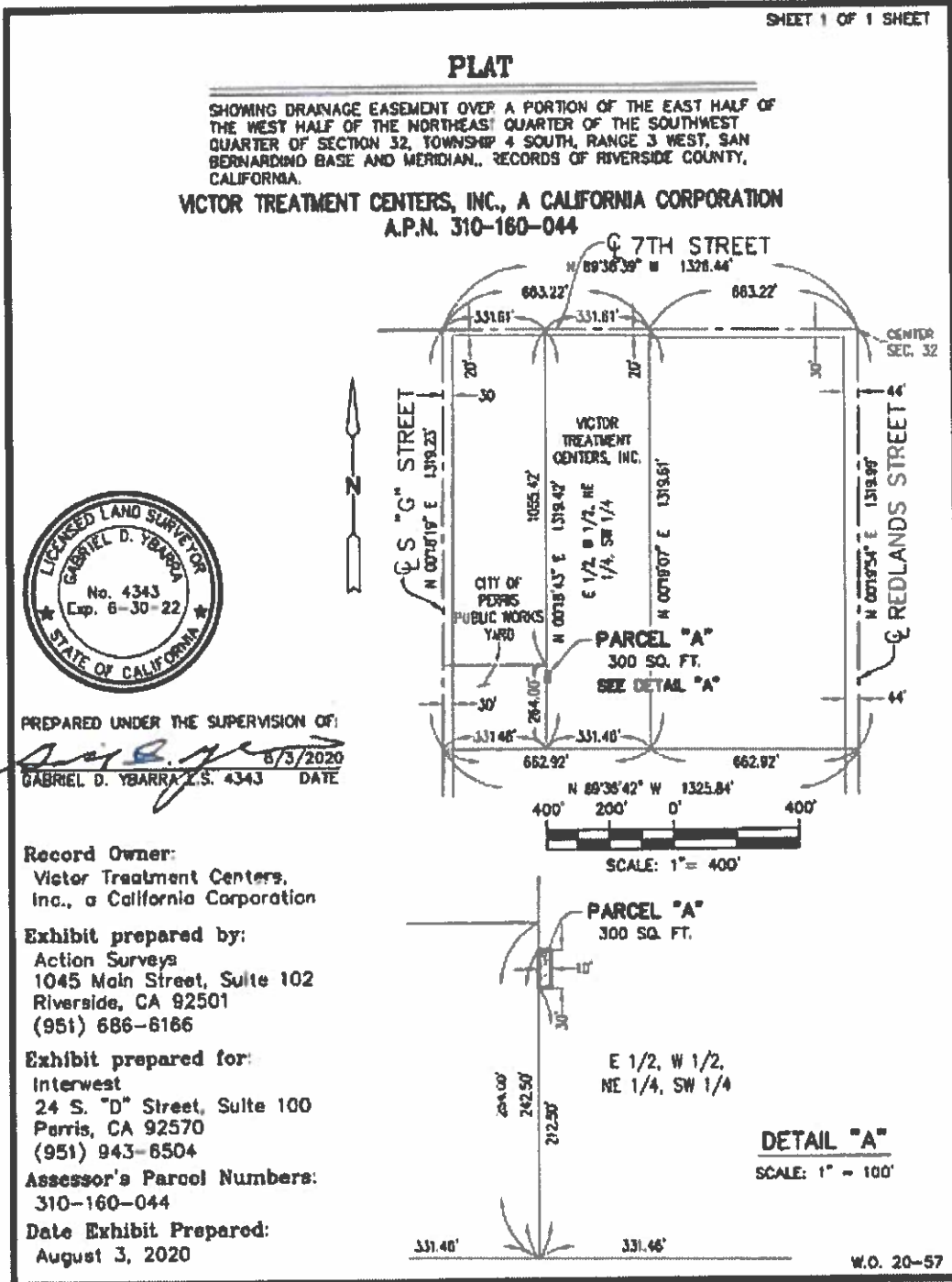
Business Item:

Presentation:

Other:

# ATTACHMENT 1

## Plat Map



# ATTACHMENT 2

Resolution of Necessity

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF DRAINAGE EASEMENT INTEREST ON A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 310-160-044**

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

**WHEREAS**, the City of Perris is planning to install drainage improvements on its G Street Public Works Corporate Yard, adjacent to the Property owned by 4D Industrial, Inc. located on Seventh Street (referred to herein as the "Project"); and

**WHEREAS**, the planned drainage improvements require a 300-square foot drainage easement on a portion of the Property, Assessor's Parcel Number 310-160-044; and

**WHEREAS**, the easement is for the acceptance of a concentration of storm runoff at a portion of the property as described in Attachment 1 which is attached hereto and incorporated by this reference, and depicted on the plat map attached hereto as Attachment 2 which is incorporated by this reference (hereinafter the "Property"); and

**WHEREAS**, the Project will alleviate nuisance drainage and flooding issues at the City's Public Works Corporate Yard, as well as facilitate drainage of the Property for future development of improvements on the Property; and

**WHEREAS**, on or about March 18, 2022, the City made a written offer to acquire the easement interest to the record owner of the Property at an amount that was not less than the appraised fair market value in compliance with Government Code Section 7267.2(a), and the owner of the Property has not accepted said offer or otherwise conveyed the easement to the City as of the date of this Resolution; and

**WHEREAS**, on May 12, 2022, a Notice of Intent to Adopt a Resolution of Necessity for Acquisition of the Easement in a portion of real property identified as Assessor's Parcel No. 310-160-044 (a copy of which is attached hereto as Attachment 3 and incorporated by this reference) was mailed to all persons whose names appear on the last equalized County Assessment Roll as having an ownership interest in the Property, and to the address appearing on said Roll, which Notice of Hearing advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein; and

**WHEREAS**, the hearing that was the subject of said Notice of Hearing was held on May 31, 2022, at the time and place stated therein and all interested parties were given an opportunity to be heard on the following matters:

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

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

**WHEREAS**, the City has determined the acquisition of the drainage easement is exempt from the California Environmental Quality Act.

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

Section 1. The staff report presented regarding this matter at the May 31, 2022 hearing is incorporated herein by this reference. The facts referenced in this Resolution and

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

Section 2. The drainage easement to be acquired is located within the City of Perris, County of Riverside, State of California, Assessor's Parcel No. 310-160-044, comprising a total of 300 square feet, is described above and in Attachment 1 and depicted in Attachment 2.

Section 3. The public interest, convenience, and necessity require the acquisition of a drainage easement in a portion of the Property. The City's project to install drainage improvements at its corporate yard facilities and to direct flow of storm runoff that already drains at the Property will mitigate nuisance drainage and flooding issues at the City's Public Works Corporate Yard ("Project").

Section 4. The Project is planned or located in a manner which is most compatible with the greatest public good and the least private injury. The Project will mitigate nuisance drainage and flooding issues at the City's Public Works Corporate Yard. It will also facilitate drainage of the Property for future development of improvements on the Property.

Section 5. The acquisition of the easement interest is necessary for the Project because without the easement interest, the Project cannot be constructed. Acquisition of the easement interest is expressly authorized by Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Sections 1240.010 through 1240.050 and Government Code Sections 37350, 37350.5, and 40404.

Section 6. The offer required by Government Code Section 7267.2 has been made to the owner of record of the Property, by way of letter dated March 18, 2022, and the owner of record of the Property has not accepted the City's offer.

Section 7. The City hereby declares its intent to acquire the easement interest in a portion of the Property described in Attachment 1 in the City's name, in accordance with the provisions of the law of the State of California and finds that all conditions, statutory requirements and prerequisites to the exercise of eminent domain to acquire the easement interest described herein have been complied with by the City.

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

**PASSED, APPROVED and ADOPTED** at a regular meeting of the City Council of the City of Perris this \_\_th day of May 2022.

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MICHAEL M. VARGAS  
MAYOR OF THE CITY OF PERRIS

ATTEST:

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NANCY SALAZAR  
CITY CLERK



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

I, NANCY SALAZAR, City Clerk of the City of Perris, California, do hereby certify that Resolution No. \_\_\_\_\_ was adopted by the City Council of the City of Perris at a regular meeting held on the \_\_\_<sup>th</sup> day of May, 2022 , and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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NANCY SALAZAR  
CITY CLERK

ATTACHMENT 1

Legal Description

DRAINAGE EASEMENT

A.P.N. 310-160-044

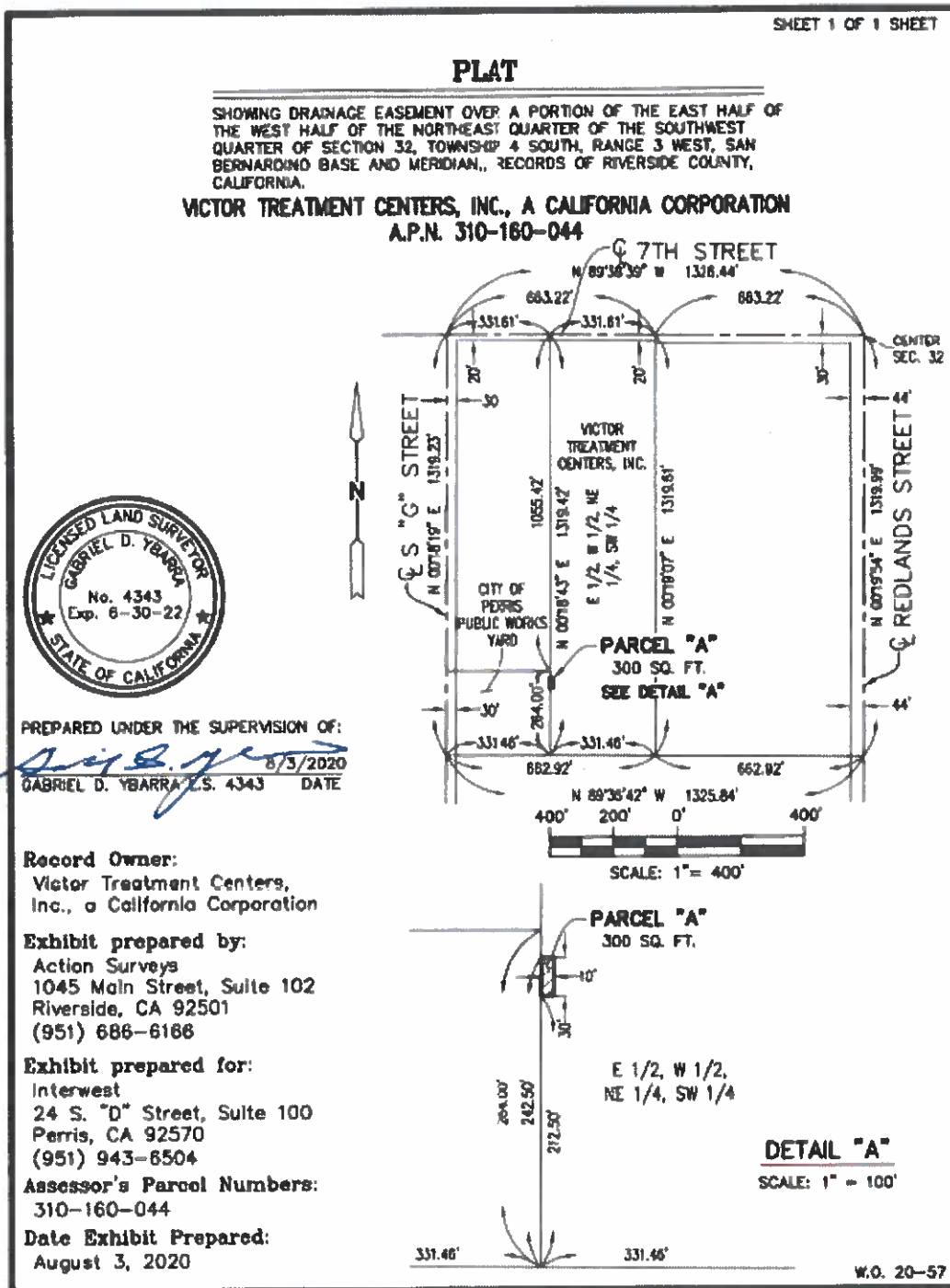
PARCEL "A"

THE NORTH 30.00 FEET OF THE SOUTH 242.50 FEET OF THE WEST 10.00 FEET OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

SAID LAND IS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA AND CONTAINS 300.00 SQUARE FEET, MORE OR LESS.

ATTACHMENT 2

Plat Map



**ATTACHMENT 3**

**Notice of Intent to Adopt a Resolution of Necessity**



# CITY OF PERRIS

Office of the City Manager

101 NORTH "D" STREET  
PERRIS, CALIFORNIA 92570  
TEL: (951) 943-6100  
FAX: (951) 943-4246

May 12, 2022

**NOTICE OF INTENT TO ADOPT A  
RESOLUTION OF NECESSITY FOR ACQUISITION  
OF EASEMENT ON REAL PROPERTY IDENTIFIED AS  
ASSESSOR PARCEL NO. 310-160-044  
IN THE CITY OF PERRIS**

**VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED**

4D Industrial, Inc.  
1215 S. First Avenue,  
Arcadia, CA 91006

Re: APN: 310-160-044  
Property: 467 E. 7th Street, between S. Redlands Avenue and S. G  
Street in the City of Perris, Riverside County, CA 92570  
Subject: Notice of Intent to Adopt Resolution

Dear Property Owner:

On March 18, 2022, the City of Perris ("City") made an offer to purchase a drainage easement in a portion of the property located at 467 E. 7<sup>th</sup> Street, between S. Redlands Avenue and S. G Street, City of Perris, County of Riverside, California, Assessor Parcel Number 310-160-044. The City reiterates its previous offer to purchase the easement for \$2,500, subject to the conditions stated in the offer.

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

Date: May 31, 2022  
Time: 6:30 p.m.  
Location: City of Perris, City Hall, Council Chambers, 101 North D Street, Perris,  
California 92570

May 12, 2022

Page 2

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

1. Whether the public interest and necessity require the project;
2. Whether the project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether the property sought to be acquired is necessary for the project;
4. Whether the offer required by Section 7267.2 of the Government Code has been made to the owners(s) of record; and
5. Whether the offer required by Section 7267.2 of the Government Code was made in the form and substance required by law.

NOTICE: If you fail to file a written request to be heard at the hearing within 15 days after the date of this letter, then the City may decide not to hear or consider any evidence which you may have to present. Please also be advised that, if you do not appear and present information to the City at the hearing, then you may be precluded from later challenging the City's authority to acquire the property through its use of the power of eminent domain.

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

If you have any comments or questions, please do not hesitate to contact me at (951) 943-6100 or D. Dennis La at (310) 527-6660.

Thank you for your cooperation in this matter.

Very truly yours,



Clara Miramontes  
City Manager

cc: Eric Dunn, City Attorney (via email)