



*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 (VIA
ZOOM) IN ACCORDANCE WITH AB 361 AND RESOLUTION NUMBER 6046**

**Tuesday, October 25, 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:

Rogers, Nava, Corona, Rabb, Vargas

- A. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(2) - 2 cases
- B. Conference with Real Property Negotiators – Government Code Section 54956.8
Property: APN 313-180-013
City Negotiator: Clara Miramontes, City Manager
Negotiating Parties: Matthew Johnson
Under Negotiation: Price and terms of payment
- C. Conference with Real Property Negotiators – Government Code Section 54956.8
Property: APN 313-092-022, 313-092-007, 313-093-001, 313-093-020, 313-093-002, 313-093-003, 313-093-004, 313-093-005, 313-093-006, 313-081-004

City Negotiator: Clara Miramontes, City Manager
Negotiating Parties: Grapevine Development, LLC
Under Negotiation: Price and terms of payment

D. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 1 case

E. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 3 cases:

1. City of Menifee v. City of Perris CVRI2203040
2. Panattoni Development Company, Inc. v. City of Perris CVRI2203028
3. Cado Menifee, LLC v. City of Perris CVR12203602

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

2. ROLL CALL:

Rogers, Nava, Corona, Rabb, Vargas

3. INVOCATION:

Pastor Don Meinberg
Reflections Christian Fellowship
375 Ramona Expressway, Perris CA 92571

4. PLEDGE OF ALLEGIANCE:

Councilmember Rogers will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. PRESENTATIONS/ANNOUNCEMENTS:

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

A. Recognition of Assemblymember Jose Medina.

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 Joint Meeting held on October 11, 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 approve the purchase of two (2) vehicles for field operations and community events from Toyota of Riverside.
- B. Consideration to approve an extension to the annual contract with RK Engineering Group, Inc. for traffic engineering services.
- C. Consideration to approve a Reconciliation and Credit Assignment Agreement with IDIG Rider Distribution Center, LLC for the North Perris Road and Bridge Benefit District (RBBD) fee program.
- D. Consideration to approve Extension of Time 22-05247 for Tentative Tract Map No. 33900 to facilitate the subdivision of a 116-acre property into 198 parcels. The project is located north of the San Jacinto River, east of McPherson Road and south of Ethanac Road. (Applicant: Derek Barbour, Richland Communities)
- E. Consideration to adopt Proposed Resolution Number (next in order) authorizing Richland Communities to file all necessary documents for a Federal Community Project Funding Request for the Ethanac Bridge, over the San Jacinto River Project.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AUTHORIZING RICHLAND COMMUNITIES TO FILE ALL NECESSARY DOCUMENTS FOR A COMMUNITY PROJECT FUNDING REQUEST OF \$6,000,000 FOR THE ETHANAC BRIDGE, OVER SAN JACINTO RIVER PROJECT

- F. 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 OCTOBER 25, 2022 AND ENDING NOVEMBER 24, 2022 PURSUANT TO BROWN ACT PROVISIONS

- G. Consideration to approve the restoration of the November 8, 2022 Regular City Council Meeting, by Rescinding the Prior Cancelation thereof.
- H. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of PM 37437 and PM 37438 to Community Facilities District (CFD) 2001-3 (North Perris Public Safety District)-Annexation No. 50. PM 37437 is located at the northeast corner of Rider Street and Redlands Avenue. (APN(s) 303-170-004, 303-170-005, 303-170-011 and 303-170-014). PM 37438 is located on the southeast corner of Morgan Street and Redlands Avenue. (APN(s) 303-160-002, 303-160-003, 303-160-007 and 303-160-009). (Owner: IDIG Rider Distribution Center)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 50]

- I. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of PM 37437 and PM 37438 to Community Facilities District (CFD) 2018-02 (Public Services District)-Annexation No. 12. PM 37437 is located at the northeast corner of Rider Street and Redlands Avenue. (APN(s) 303-170-004, 303-170-005, 303-170-011 and 303-170-014). PM 37438 is located on the southeast corner of Morgan Street and Redlands Avenue. (APN(s) 303-160-002, 303-160-003, 303-160-007 and 303-160-009). (Owner: IDIG Rider Distribution Center)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 12]

- J. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of DPR 19-00016 to Community Facilities District (CFD) 2001-3 (North Perris Public Safety District)-Annexation No. 51. DPR 19-00016 is located at the southeast corner of E. Rider Street and Redlands Avenue. APN(s) 300-210-030. (Owner: First Industrial, L.P.)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 51]

- K. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of DPR 19-00016 to Community Facilities District (CFD) 2018-02 (Public Services District)-Annexation No. 13. DPR 19-00016 is located at the southeast corner of E. Rider Street and Redlands Avenue. APN(s) 300-210-030. (Owner: First Industrial, L.P.)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 13]

- L. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of DPR 18-00001, 18-00007 and 21-00007 to Community Facilities District (CFD) 2001-3 (North Perris Public Safety District)-Annexation No. 52. DPR 18-00001 is located on the northeast corner of Perris Boulevard and Commerce Drive. APN(s) 302-291-007 and 303-291-008. DPR 18-00007 is located on the northeast corner of Perris Boulevard and Commerce Drive. APN(s) 303-292-012. DPR 21-00007 is located south of Business Park Drive and north of East Rider Street. (APN(s) 303-293-009. (Owner: MS Perris, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 52]

- M. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of DPR 18-00001, 18-00007 and 21-00007 to Community Facilities

District (CFD) 2018-02 (Public Services District)-Annexation No. 14. DPR 18-00001 is located on the northeast corner of Perris Boulevard and Commerce Drive. APN(s) 302-291-007 and 303-291-008. DPR 18-00007 is located on the northeast corner of Perris Boulevard and Commerce Drive. APN(s) 303-292-012. DPR 21-00007 is located south of Business Park Drive and north of East Rider Street. (APN(s) 303-293-009. (Owner: MS Perris, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 14]

- N. Consideration to adopt Proposed Resolution Number (next in order) approving a Deposit and Reimbursement Agreement with UCI Property Development, Inc. in connection with the proposed Community Facilities District designated as Community Facilities District No. 2022-5 (Perris 145) (“CFD 2022-5”). The subject property is located south of Metz Road, west of A Street, and north of San Jacinto Avenue.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING AND ORDERING THE EXECUTION OF THAT CERTAIN DEPOSIT AND REIMBURSEMENT AGREEMENT WITH UCI PROPERTY DEVELOPMENT, INC. AND MAKING CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH

- O. Consideration to approve the City’s Monthly Check Register for August 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 approve Extension of Time No. 22-05260-an extension of time request and Modification of Condition of Approval 22-05306 related to Tentative Tract Map No. 33973 located north of San Jacinto River, west of McPherson Road, south of Ethanac Road and east of Sophie Street. (Applicant: Howard Mitzman) **(This item was continued from the October 11, 2022 City Council Meeting)**

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

- B. Consideration to introduce the First Reading of Proposed Ordinance Number (next in order) amending specified Chapters of Title 16 of the Perris City Code to adopt the 2022 Editions of the California Model Codes adopted into Title 24 of the 2022 California Building Code with appendices and amendments thereto; and adopt Proposed Resolution Number (next in order) amending the City’s fee Resolution by adopting the 2022 Building Valuation Rates published by the International Code Council. (Applicant: City of Perris)

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AMENDING SPECIFIED CHAPTERS OF TITLE 16 OF THE PERRIS CITY CODE TO ADOPT THE 2022 EDITIONS OF THE CALIFORNIA MODEL CODES, CALIFORNIA BUILDING CODE VOLUMES 1 & 2, CALIFORNIA PLUMBING, MECHANICAL, ELECTRICAL CODES, CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA ENERGY CODE, CALIFORNIA ADMINISTRATIVE CODE AND RELATED REFERENCE STANDARDS CODES WITH APPENDICES, ICC VALUATION TABLES AND AMENDMENTS THERETO

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, AMENDING SECTION 5 OF RESOLUTION NO. 2715 BY ADOPTING THE 2022 BUILDING VALUATION RATES, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL (ICC) IN THE 2022 BUILDING STANDARDS VALUATION TABLES, FOR USE IN THE CALCULATION OF CERTAIN BUILDING, ELECTRICAL, PLUMBING AND MECHANICAL PERMIT FEES

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

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

Public comment will be called for each non-hearing item. Please keep comments brief so that everyone who wishes to speak has the opportunity to do so. After public comment is closed, you

may not further speak on the matter unless the Mayor or City Council requests further clarification of your statement. **Public Comment is limited to three (3) minutes.**

- A. Consideration and discussion of the Healthy Options at Checkout Campaign requiring Grocery stores, larger than 2,500 square feet in the City of Perris, to provide healthy food and beverage items as the “Default” option at checkout aisles.

Introduced by: Director of Community Services Sabrina Chavez

PUBLIC COMMENT

- B. Annual Legislative Update.

Introduced by: Assistant City Manager Wendell Bugtai

PUBLIC COMMENT

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: October 25, 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_eMTBGOUuS32XF3t2hTep-w

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: October 25, 2022
SUBJECT: Approval of Minutes
REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on October 11, 2022
CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

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

Attachments: 1. Minutes-October 11, 2022-Regular Joint City Council Meeting

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

ATTACHMENT 1

Minutes-October 11, 2022 Regular Joint City Council Meeting

4. PLEDGE OF ALLEGIANCE:

Councilmember Rabb led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

City Attorney Khuu reported that the City Council met in Closed Session to discuss the 3 items listed on the agenda. He noted that information was provided, but no reportable action was taken.

6. PRESENTATIONS/ANNOUNCEMENTS:

There were no Presentations.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

The report was given by Youth Advisory Committee Vice-President Julie Salas.

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

9. APPROVAL OF MINUTES:

- A. Approved the minutes of the Regular Joint Meeting held on September 27, 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 Rita Rogers, seconded by David Starr Rabb to Approve the Minutes, as presented.

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

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

City Manager Miramontes noted that City staff was requesting a continuance of Item 10.A. to update the Conditions of Approval.

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

- A. This item was continued to the October 25, 2022 City Council meeting. Consideration to approve Extension of Time No. 22-05260-an extension of time request for Tentative Tract Map No. 33973 located north of San Jacinto River, west of McPherson Road, south of Ethanac Road and east of Sophie Street. (Applicant: Howard Mitzman)

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Approve to continue Item 10.A. to the October 25, 2022 City Council meeting.

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

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Number 6050 approving a Deposit and Reimbursement Agreement with Pulte Homes Company, LLC in connection with the proposed Community Facilities District designated as Community Facilities District No. 2022-3 (Stratford Ranch) ("CFD 2022-3").

Resolution Number 6050 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING AND ORDERING THE EXECUTION OF THAT CERTAIN DEPOSIT AND REIMBURSEMENT AGREEMENT WITH PULTE HOME COMPANY, LLC AND MAKING CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH

- C. Adopted the Traffic Control Plan and approved a lane closure at Perris Boulevard and Ramona Expressway for the Ramona Expressway and Perris Boulevard Block Wall Project.
- D. Approved a contract with SitelogIQ to perform a comprehensive audit of City facilities and Parks for energy, gas and water savings and efficiency.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Rita Rogers to Approve the Consent Calendar, as presented, with the exception of Item 10.A.

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

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

There were no Public Hearings.

12. BUSINESS ITEMS:

A. Update regarding Assembly Bill 2449.

This item was introduced by City Attorney Robert Khuu and turned over to Assistant City Attorney Yecenia Vargas for the presentation.

The following Councilmember's spoke:

Nava

Rabb

Corona

Rogers

Vargas

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

13. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

Nava

Rogers

Rabb

Corona

Vargas

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

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

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

10.A.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: October 25, 2022

SUBJECT: Purchase of two (2) vehicles for field operations and community events.

REQUESTED ACTION: City Council to award the purchase of two (2) vehicles; one for community services and a second for the planning department, to Toyota of Riverside and authorize the City Manager to execute the contract with Toyota of Riverside and all necessary documents approved to form by the City Attorney.

CONTACT: Bryant Hill, Public Works Director

BACKGROUND/DISCUSSION:

The City of Perris Public Works Department is requesting the authorization to purchase two (2) new vehicles; one (1) 2022 Toyota Highlander Hybrid, and one (1) 2022 Toyota RAV4 Hybrid for the use in various departments. These vehicles will be used for field operations and city events.

Staff has requested and received three quotes, which are as follows for each vehicle.

	Toyota Highlander Hybrid	Toyota Rav4 Hybrid
Toyota of Riverside	\$53,919.20	\$39,911.70
Temecula Valley Toyota	\$54,106.85	\$41,793.18
Gosch Toyota	\$57,817.00	\$47,704.00

Staff recommends that the City Council approve the purchase of two (2) vehicles from Toyota of Riverside for a total of \$93,830.90 plus a 20% contingency (\$93,830.90 + \$18,766.18 for a total of \$112,597.08). The purchase of the vehicles will be from AQMD funds, which needs to be spent to ensure the city continually receives the funding. AQMD funds will also be used to purchase E-bicycles for Community Services.

BUDGET (or FISCAL) IMPACT: Vehicles will be purchased utilizing AQMD funds available in the current fiscal year budget. Total amount requested from the AQMD fund will be \$93,830.90, plus an additional 20% for contingency, for a grand total of \$112,597.08. There will be no impact to the general fund.

Prepared by: Ignacio Alvarez, Public Works Operation Supervisor

REVIEWED BY:

City Attorney _____
Assistant City Manager WB
Deputy City Manager ER

Attachment: 1. Vehicle quotes

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



CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

**ATTACHMENT 1:
Vehicle Quotes**

Ignacio Alvarez

From: Rachel Hartigan <Rachel.Hartigan@drive.toyotaofriverside.com>
Sent: Tuesday, September 27, 2022 4:33 PM
To: Ignacio Alvarez
Subject: Toyota of Riverside

A special VIP message for Ignacio City Of Perris from Toyota of Riverside.

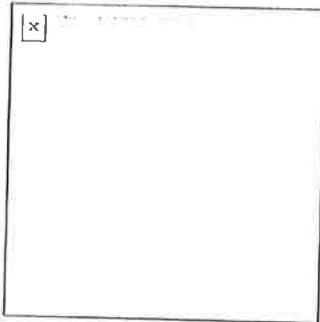
[New Vehicle Inventory](#) | [Pre-Owned Inventory](#) | [Finance Application](#) | [Internet Direct Specials](#) | [Hours & Directions](#)

Dear Ignacio,

2022 Toyota Rav4 Hybrid XLE
MSRP: \$35,000.00
Doc fee: \$80.00
License fee: \$1,100.00
Sales Tax: \$2,718.70
OTD price: \$39,911.70

2022 Toyota Highlander Hybrid XLE
MSRP: \$48,000.00
Doc fee: \$80.00
License Fee: \$1,100.00
Sales Tax: \$3,726.20
OTD Price: \$53,919.20

Best Regards,



Rachel Hartigan
BDC and Marketing Director
Toyota of Riverside
(951) 588-2190 - Direct
(951) 588-2272 - Main office
Toyota Care: Peace of Mind Comes Standard!

TEMECULA VALLEY TOYOTA

Date: 9/26/2022
 Salesperson: Joaquin Gonzalez
 Manager: Joaquin Gonzalez

FOR INTERNAL USE ONLY

CUSTOMER Ignacio Alvarez Home Phone: _____
1015 s south g street
 Address : Perris, CA 92570 Work Phone : (951) 840-8579
RIVERSIDE CO
 E-Mail : ialvarez@cityofperris.org Cell Phone : _____

VEHICLE
 Stock # : _____ New / Used : **New** VIN : _____ Mileage: _____
 Vehicle : 2022 Highlander Hybrid XLE 2.5-Liter L4HV ECVT (FWD) • 6961G Color : _____
 Type : _____

Market Value Selling Price	44,836.00
Perma Plate	2,995.00
KARR Security	1,995.00
Total Purchase	49,826.00
Doc Fee	85.00
Tax	3,868.10
Non Tax Fees	327.75
Cash Deposit	.00
Balance	54,106.85

Ignacio Alvarez

From: Dale Ferguson <assistance@goschttoyota.dsmessage.com>
Sent: Monday, September 26, 2022 1:27 PM
To: Ignacio Alvarez; ignacio110403@yahoo.com
Subject: Your RAV4 Hybrid Inquiry - Dale at Gosch Toyota
Attachments: Ignacio Highlander Hybrid.pdf; Ignacio RAV4 Hybrid.pdf

Hi Ignacio,

This is Dale Ferguson, Internet Sales Manager and Product Knowledge Expert/Trainer for the Dealership here at Gosch Toyota in Hemet. My Floor Manager Aaron asked me to reach out to you.

Attached is a quote for a RAV4 Hybrid we actually have coming in. Our Market Adjustment is \$6995, but our GSM is reducing it by \$1000 to \$5995. Here is the rough breakdown:

- RAV4 Hybrid XLE Premium.
- Adjusted Price \$43368
- CA Fees (7.5% Perris Sales Tax, @2% for License, Registration, Etc) Approx 10% \$4336
- Approx Out the Door (we will know final when we submit to DMV) is **\$47704**

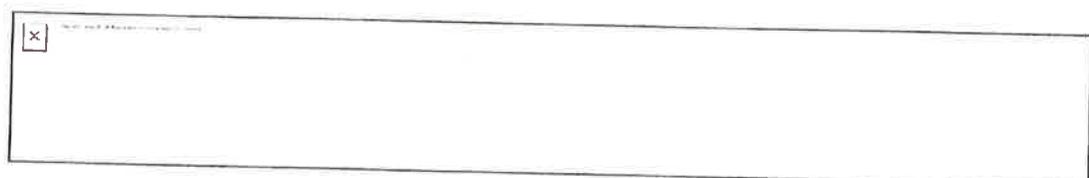
Also attached is a quote for a Highlander Hybrid XLE. I DO NOT HAVE THIS NOR IS IT CURRENTLY COMING IN (but we get allocations every 2 weeks, we may get one). This is for pricing as requested. Our Market Adjustment is \$6995, but our GSM is reducing it by \$1000 to \$5995. Here is the rough breakdown:

- Highlander Hybrid XLE.
- Adjusted Price \$52561
- CA Fees (7.5% Perris Sales Tax, @2% for License, Registration, Etc) Approx 10% \$5256
- Approx Out the Door (we will know final when we submit to DMV) is **\$57817**

Please give me a call at the below highlighted number at your soonest convenience or with any questions .

Dale Ferguson a.k.a. "Toyota Dale"
CWO-3, USMC (Retired)
Internet Sales Manager & Product Knowledge Expert/Trainer
Toyota Sales Society Silver
Gosch Toyota
350 Carriage Circle
Hemet, CA 92545

(951) 492-4353 x217 | Fax: (951) 492-4454 | Cell: (760) 717-0684
<https://www.goschttoyota.com>



This email was sent to: ialvarez@cityofperris.org; ignacio110403@yahoo.com.
From: Gosch Toyota 350 Carriage Circle Hemet, CA 92545

[Update Preferences](#) - to update your communication preferences.

Ignacio Alvarez

From: Rachel Hartigan <Rachel.Hartigan@drive.toyotaofriverside.com>
Sent: Tuesday, September 27, 2022 4:33 PM
To: Ignacio Alvarez
Subject: Toyota of Riverside

A special VIP message for Ignacio City Of Perris from Toyota of Riverside.

[New Vehicle Inventory](#) | [Pre-Owned Inventory](#) | [Finance Application](#) | [Internet Direct Specials](#) | [Hours & Directions](#)

Dear Ignacio,

2022 Toyota Rav4 Hybrid XLE

MSRP: \$35,000.00

Doc fee: \$80.00

License fee: \$1,100.00

Sales Tax: \$2,718.70

OTD price: \$39,911.70

2022 Toyota Highlander Hybrid XLE

MSRP: \$48,000.00

Doc fee: \$80.00

License Fee: \$1,100.00

Sales Tax: \$3,726.20

OTD Price: \$53,919.20

Best Regards,



Rachel Hartigan
BDC and Marketing Director
Toyota of Riverside
(951) 588-2190 - Direct
(951) 588-2272 - Main office
Toyota Care: Peace of Mind Comes Standard!

TEMECULA VALLEY TOYOTA

Date: 9/26/2022
 Salesperson: Joaquin Gonzalez
 Manager: Joaquin Gonzalez

FOR INTERNAL USE ONLY

CUSTOMER Ignacio Alvarez Home Phone: _____
 Address : 1015 s south g street Perris, CA 92570 RIVERSIDE CO Work Phone : (951) 840-8579
 E-Mail : ialvarez@cityofperris.org Cell Phone : _____

VEHICLE
 Stock # : _____ New / Used : **New** VIN : _____ Mileage: _____
2022 RAV4 Hybrid XLE 2.5L 4-Cyl. ECVT •
 Vehicle : 4444C Color : _____
 Type : _____

Market Value Selling Price	33,408.00
Perma Plate	2,995.00
KARR Security	1,995.00
Total Purchase	38,398.00
Doc Fee	85.00
Tax	2,982.43
Non Tax Fees	327.75
Cash Deposit	.00
Balance	41,793.18

Ignacio Alvarez

From: Dale Ferguson <assistance@goschtoyota.dsmessage.com>
Sent: Monday, September 26, 2022 1:27 PM
To: Ignacio Alvarez; ignacio110403@yahoo.com
Subject: Your RAV4 Hybrid Inquiry - Dale at Gosch Toyota
Attachments: Ignacio Highlander Hybrid.pdf; Ignacio RAV4 Hybrid.pdf

Hi Ignacio,

This is Dale Ferguson, Internet Sales Manager and Product Knowledge Expert/Trainer for the Dealership here at Gosch Toyota in Hemet. My Floor Manager Aaron asked me to reach out to you.

Attached is a quote for a RAV4 Hybrid we actually have coming in. Our Market Adjustment is \$6995, but our GSM is reducing it by \$1000 to \$5995. Here is the rough breakdown:

- RAV4 Hybrid XLE Premium.
- Adjusted Price \$43368
- CA Fees (7.5% Perris Sales Tax, @2% for License, Registration, Etc) Approx 10% \$4336
- Approx Out the Door (we will know final when we submit to DMV) is **\$47704**

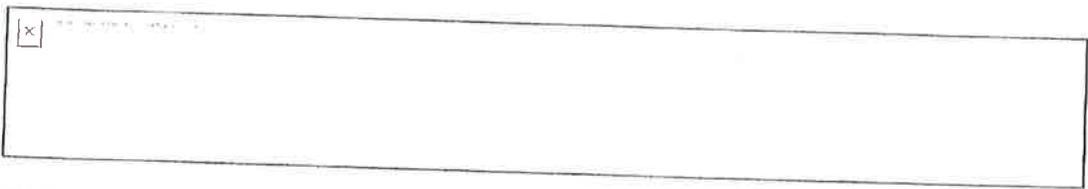
Also attached is a quote for a Highlander Hybrid XLE. I DO NOT HAVE THIS NOR IS IT CURRENTLY COMING IN (but we get allocations every 2 weeks, we may get one). This is for pricing as requested. Our Market Adjustment is \$6995, but our GSM is reducing it by \$1000 to \$5995. Here is the rough breakdown:

- Highlander Hybrid XLE.
- Adjusted Price \$52561
- CA Fees (7.5% Perris Sales Tax, @2% for License, Registration, Etc) Approx 10% \$5256
- Approx Out the Door (we will know final when we submit to DMV) is **\$57817**

Please give me a call at the below highlighted number at your soonest convenience or with any questions .

Dale Ferguson a.k.a. "Toyota Dale"
CWO-3, USMC (Retired)
Internet Sales Manager & Product Knowledge Expert/Trainer
Toyota Sales Society Silver
Gosch Toyota
350 Carriage Circle
Hemet, CA 92545

(951) 492-4353 x217 | Fax: (951) 492-4454 | Cell: (760) 717-0684
<https://www.goschtoyota.com>



This email was sent to: ialvarez@cityofperris.org;ignacio110403@yahoo.com.
From: Gosch Toyota 350 Carriage Circle Hemet, CA 92545

[Update Preferences](#) to update your communication preferences.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: October 25, 2022

SUBJECT: RK Engineering Group, Inc. Annual Contract Renewal

REQUESTED ACTION: Approve extension to the annual contract with RK Engineering Group, Inc. for traffic engineering services and authorize City Manager to execute the contract services agreement

CONTACT: Stuart E. McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION:

Traffic engineering is a complex specialized service performed by a registered traffic engineer. Engineering and planning staff utilize RK Engineering Group, Inc., for various traffic related tasks, including review of traffic reports, traffic signal warrants, design of traffic signals, preparation of speed surveys and other traffic engineering related tasks. The demand to improve traffic conditions and implement various traffic calming improvements are important to residents and City staff.

The annual contract with RK Engineering Group, Inc., was originally approved by Council on March 8, 2016. The City Council has approved annual contract extensions with RK Engineering Group, Inc. from 2017-2021. It is recommended that the Council approve a one-year extension contract with RK Engineering Group, Inc., for an amount not to exceed \$75,000, for general traffic engineering work and traffic calming studies. Traffic engineering work associated to a specific capital improvement project will utilize its own funding source to cover the associated traffic engineering services.

BUDGET (or FISCAL) IMPACT:

Adequate funds to cover the services are included in the current CIP FY 2022-2023 budget, Traffic Studies, and Reports T009.

Prepared by: Grace Alvarez, Special Projects Manager

REVIEWED BY:

City Attorney _____
 Assistant City Manager WB

Deputy City Manager ER

Attachments:

1. Contract Service Agreement
2. FY 2022-2023 CIP Budget – T009

Consent: Yes

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

[CONTRACT SERVICE AGREEMENT]

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
TRAFFIC ENGINEERING SERVICES

This Contract Services Agreement ("Agreement"), is made and entered into this 25th day of October, 2022, by and between the City of Perris, a municipal corporation ("City"), and RK Engineering Group, Inc., a California Corporation ("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 Seventy Five Thousand dollars (\$75,000.00) ("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 October 25, 2023.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Robert Kahn, P.E., Founding Principal 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

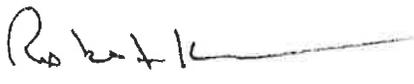
By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Robert Khuu, City Attorney

"CONSULTANT"
RK ENGINEERING GROUP, INC.

By: 

Signature

Robert Kahn, P.E.

By: _____
Signature

Print Name and Title

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

[Insert or Attach]

October 3, 2022

Mr. Stuart McKibbin
CITY OF PERRIS
24 South "D" Street, Suite 100
Perris, CA 92570

Subject: RK Engineering Group, Inc. General Services Contract Year 2022

Dear Mr. McKibbin:

Introduction

RK ENGINEERING GROUP, INC. (RK) is pleased to submit this request to update our general services contract for traffic engineering services for the City of Perris for the year 2022. This work will include preparation of traffic intersection/roadway reviews, traffic calming, all-way stop/ traffic signal warrant studies, engineering and traffic surveys, signing/ striping plans, and preparation of traffic signal design plans. This work would be completed during calendar year 2022.

Robert Kahn, PE and Justin Tucker, PE will be the main contact persons for RK. Both Mr. Kahn and Mr. Tucker are registered Civil and Traffic Engineers in the State of California. RK has worked successfully as a Contract Traffic Engineer for the City of Perris since 1993 and is familiar with the City and its roadway system. RK has prepared hundreds of traffic studies and reviews throughout the City.

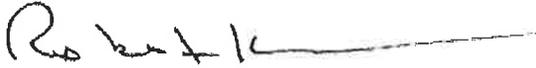
Discussion

RK will perform this work based upon individual work authorizations to be approved by the City of Perris. The specific budget and time frame will be provided for each requested project. Billing rates will be based upon the attached 2022 billing rates for RK Engineering Group. RK would request an overall Year 2022 budget in the amount of \$75,000 to accomplish this work. Additional work beyond this budget amount would be requested in a budget amendment to be approved by the City of Perris.

CITY OF PERRIS
RK 17667
Page 2

RK Engineering Group, Inc. appreciated the opportunity to work with the City of Perris. If you have any questions, please call me at (949) 474-0809.

Respectfully submitted,
RK ENGINEERING GROUP, INC.



Robert Kahn, P.E.
Founding Principal

X.C Grace Alvarez; Interwest Group

Attachment

rk17667.doc
JN:0352-2022-05

CONTRACT APPROVAL:

Approved

by:

Title:

Firm:

Date:

_____ CITY OF PERRIS _____



**engineering
group, inc.**

Exhibit A

Billing Rates for RK ENGINEERING GROUP, INC.

<u>Position</u>	<u>Hourly Rate</u>
Founding Principal	\$190.00
Principal	\$185.00
President	\$170.00
Associate Principal	\$170.00
Senior Associate Engineer/Planner/Designer	\$170.00
Principal Engineer/Planner/Designer	\$150.00
Associate Engineer/Planner/Designer	\$130.00
Senior Engineer/Planner/Designer	\$120.00
Engineer/Planner/Designer III	\$115.00
Engineer/Planner/Designer II	\$105.00
Engineer/Planner/Designer I	\$100.00
Assistant Engineer/Planner/Designer	\$ 90.00
Transportation Analyst	\$ 70.00
Senior Engineering Technician	\$ 85.00
Engineering Technician III	\$ 75.00
Engineering Technician II	\$ 65.00
Engineering Technician I	\$ 55.00
Engineering Aide	\$ 50.00
Office Manager	\$ 70.00
Executive Assistant	\$ 70.00
Administrative Assistant	\$ 55.00
Administrative Aide	\$ 45.00
Clerical Aide	\$ 40.00

General

- (1) Reimbursable direct costs, such as reproduction, supplies, delivery service, telephone, travel and traffic counts will be billed at cost plus ten (10) percent. PDF report copies included in fees, printed report copies charged at a minimum of \$100 each.
- (2) Hourly rates apply to work time, travel time and time spent at public hearings and meetings. For overtime work and expert witness work, the above rates may be increased 50 percent. Hourly rates for depositions and trials will be increased by 100%.
- (3) Client payment for professional services is not contingent upon the client receiving payment from other parties.
- (4) Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of statement date. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law.
- (5) Rates are subject to change.

RK also accepts wire transfers.
Contact us for details.

Rev. February 1, 2021

EXHIBIT "B"
SPECIAL REQUIREMENTS

N/A

EXHIBIT "C"
SCHEDULE OF COMPENSATION

[Insert or Attach]

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

N/A

ATTACHMENT 2

[FY 2022-2023 CIP Budget – T009]

CITY OF PERRIS

Capital Improvement Program Project Details

Project Number: T009
 Project Title: Traffic Studies & Reports (Citywide)
 Managing Department: City Engineer



Project Description and/or Justification: Ongoing preparation of traffic studies and reports required to evaluate and recommend various traffic safety improvements throughout the City.

Original Budget: 100,000
 Budget Amendments: 809,699
 Total Project Costs: 913,054
 Available Funds: (3,355)

Project Dates:
 Begin: FY 06/07
 Completion:
 Total Budget Additions (Deletions): 100,000

Funding Sources:	Fund	Project to Date Available	Proposed Plan 2022/2023	Proposed Plan 2023/2024	Proposed Plan 2024/2025	Proposed Plan 2025/2026	Total
Traffic Safety	112	(4,248)	100,000				\$ 95,752
State Grant	119	-					\$ -
DIF Transportation Fees	163	893					\$ 893
							\$ -
							\$ -
Total:		(3,355)	100,000	-	-	-	\$ 96,645

Budget Amendment Notes				
Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2006/07	Budget DIF Transportation	100,000		100,000
2007/08	Budget Fund 112 Xfr from T007		19,247	119,247
2008/09	Budget Fund 112		9,350	128,597
2010/11	Amendment		100,000	228,597
2013/14	Xfr from T018		16,614	245,211
2015/16	Traffic Safety Budget Amendment		42,000	287,211
2016/17	Traffic Safety Budget Amendment		58,000	345,211
2016/17	DIF - Transportation Amendment		75,000	420,211
2017/18	Traffic Safety xsfr from T016		67,488	487,699
2018/19	Traffic Safety Budget Amendment		250,000	737,699
2020/21	State Grant - LRSPL-5198 (020)		72,000	809,699
2021/22	Traffic Safety		100,000	909,699
2022/23	Traffic Safety		100,000	1,009,699
				1,009,699
Total:		\$ 100,000	\$ 909,699	\$ 1,009,699

T-9



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: October 25th, 2022

SUBJECT: Reconciliation and Credit Assignment Agreement North Perris Road and Bridge Benefit District Fee Program

REQUESTED ACTION: Approve Reconciliation and Credit Assignment Agreement with IDIG Rider Distribution Center, LLC and authorize City Manager to Execute the agreement.

CONTACT: Stuart McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION:

IDIL Rider 1, LLC and IDIG Rider Distribution Center, LLC (Developer) has previously constructed two developments, Rider 1, and Rider 3, within the City's North Perris Road and Bridge Benefit District (RBBB). Rider 1 and Rider 3 are industrial buildings located at the Northwest and Southwest corner of Rider Street and Redlands Avenue. The City, and Developer entered into "Improvement and Credit / Reimbursement Agreement – North Perris Road and Bridge Benefit District Fee Program" (hereinafter "Credit Agreement") on July 9, 2019.

The Developer subsequently constructed Redlands Avenue and Rider Street, which are eligible for RBBB reimbursement. The total reimbursable amount per the Credit Agreement is \$7,092,100. However, the City Engineer recommends increasing the total reimbursable amount to \$8,719,705.16.

The City Engineer has reviewed the Developer's RBBB construction cost documentation and found there were two main sources for the additional cost. First, the Developer incurred costs due to the unavoidable relocation of Southern California Edison power poles in an existing easement along Redlands Avenue (\$1,625,044.67). Second, Metropolitan Water District required a two and a half-foot thick reinforced concrete slab and 5-foot-thick footings to protect the Colorado River Aqueduct from truck impact loads where Redlands Avenue crosses over it (\$510,344.63). Both costs would have been incurred by the City if the City would have constructed Redlands Avenue and Rider Street. Hence, the actual verified cost eligible for credit and the New Maximum RBBB Eligible Credit Amount is \$8,719,705.16.

The Developer has already paid \$2,689,687.20 in RBBB Fees for Rider 1. After subtracting the Developer's remaining RBBB Fee obligation for Rider 1 and 3 from the New Maximum RBBB Eligible Credit Amount there remains \$3,845,765.16 of unused RBBB credit. As allowed for in

section 14.3 of the Credit Agreement the Developer may use the \$3,845,765.16 to offset the RBBB Fee Obligation on other projects developed and constructed by the Developer or its related entities. Please refer to Exhibit B of the Reconciliation and Credit Assignment Agreement for a summary of the RBBB Fee and Cost Analysis.

Another Developer entity, IDIL Rider 4, LP a Delaware Limited Partnership, has proposed a new industrial building approved with DPR 19-00006 and PM 37438. The project is on the east side of Redlands Avenue and is located within the RBBB District. The Developer requests to offset the Rider 4 Project RBBB Fee Obligation with the \$3,845,765.16 granted by this reconciliation and credit assignment agreement North Perris RBBB.

The draft agreement is attached in the general form of credit/reimbursement agreements previously approved by the City. If the Council approves the terms of the agreement the City Attorney's office will finalize the agreement for execution by all parties. If any substantive changes are required, the agreement would be brought back to the City Council for further consideration.

BUDGET (or FISCAL) IMPACT:

None to the City. The agreement implements the credits under the RBBB Program.

Prepared by: Ryan Traylor, Assistant Engineer

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

Deputy City Manager ER

Attachments:

1. Vicinity Map
2. Reconciliation and Credit Assignment Agreement North Perris Road and Bridge Benefit District Fee Program
3. Improvement and Credit / Reimbursement Agreement – North Perris Road and Bridge Benefit District Fee Program executed July 9, 2019

Consent: Yes

Public Hearing:

Business Item:

Presentation:

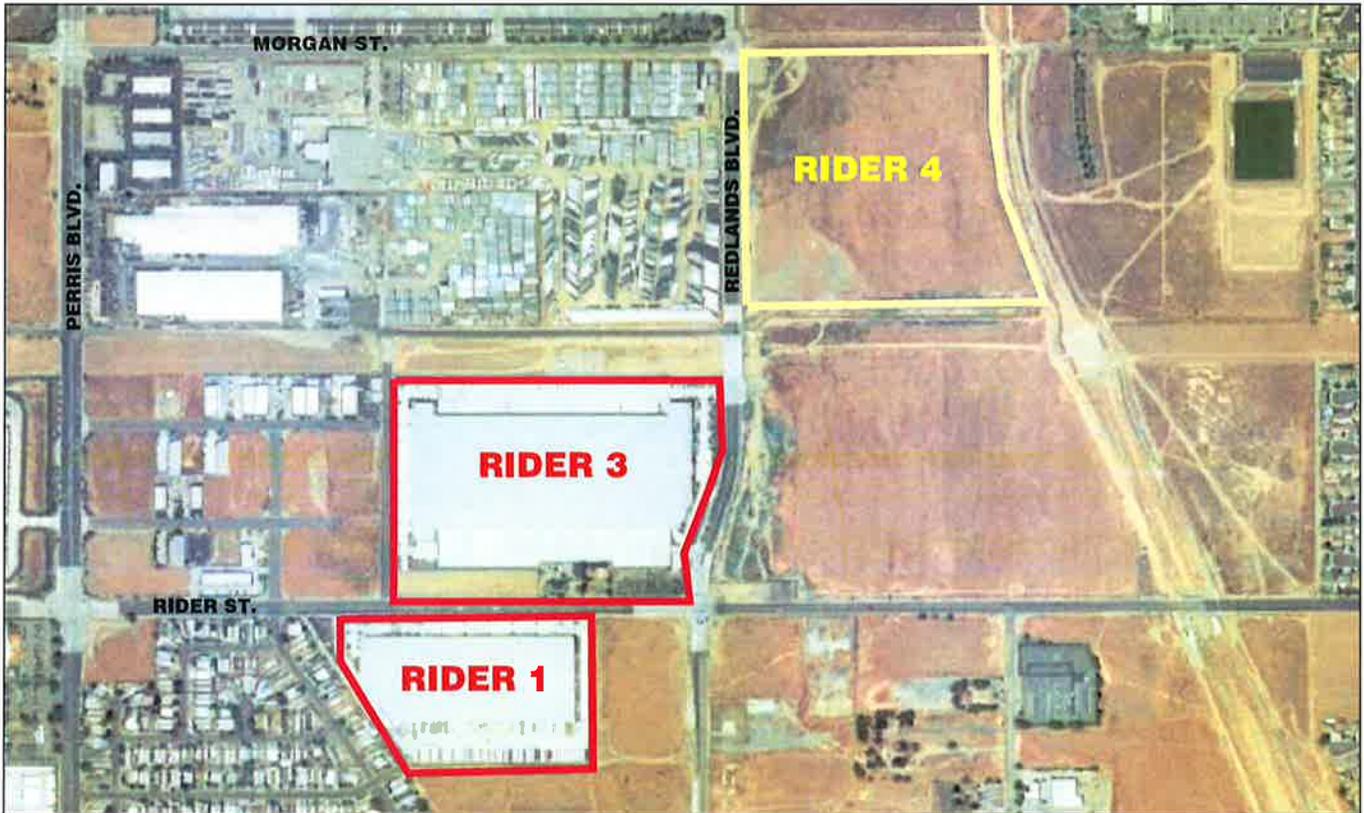
Other:

ATTACHMENT 1

[VICINTY MAP]

**RECONCILIATION AND CREDIT ASSIGNMENT AGREEMENT
NORTH PERRIS ROAD BRIDGE BENEFIT DISTRICT PROGRAM**

VICINITY MAP



TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER
S.C. - DATE: 06/17/22

LEGEND:

-  DEVELOPER SITE 1 AND 3
-  DEVELOPER SITE 4



N.T.S.

ATTACHMENT 2

[RECONCILIATION AND CREDIT ASSIGNMENT AGREEMENT NORTH PERRIS ROAD
AND BRIDGE BENEFIT DISTRICT FEE PROGRAM]

**RECONCILIATION AND CREDIT ASSIGNMENT AGREEMENT
NORTH PERRIS ROAD AND BRIDGE BENEFIT DISTRICT FEE PROGRAM**

THIS RECONCILIATION AND CREDIT ASSIGNMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 20___, by and between the City of Perris, a California municipal corporation ("City"), and IDIG Rider Distribution Center, LLC, a Delaware limited liability company, with its principal place of business at 180 N. Stetson Suite 3275, Chicago, IL 60601, IDIL Rider 1, LLC and IDIL Rider 4, LP (collectively "Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, City and Developer are parties to an agreement dated May 6, 2019, entitled "Improvement and Credit / Reimbursement Agreement – North Perris Road and Bridge Benefit District Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay City the Estimated RBBB Fees Obligation, as defined therein, but shall receive credit to offset the Estimated RBBB Fees Obligation if Developer constructs and City accepts the NPRBBB Improvements, as defined therein, ("Improvements") in accordance with the Credit Agreement;

WHEREAS, Section 14.2 of the Credit Agreement states if the cost of the Improvements exceeds the Estimated Credit and the Refund, at the request of Developer, City shall issue additional RBBB Estimated Credits for other projects developed and constructed by Developer or its related entities, if such projects are subject to the RBBB Fee program; and

WHEREAS, Section 14.3 of the Credit Agreement requires Developer to submit to the City Engineer such information as the City Engineer may require to calculate the total actual costs incurred by Developer in constructing the Improvements to determine the amount the City shall issue as additional RBBB Estimated Credits for other projects subject to the NPRBBB Fee Program; and

WHEREAS, the Credit Agreement provides a form attached as Exhibit E that may be executed as a reimbursement agreement pursuant to the Credit Agreement, and shall contain the terms and conditions set forth therein, shall be subject to all terms and conditions of the Credit Agreement, and shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, on June 3, 2019 Developer started construction of the Improvements and completed them to the satisfaction of the City Engineer; and

WHEREAS, after review of the RBBB construction cost package submitted by Developer, the City has determined that certain costs of project construction such as power pole relocation and Colorado River Aqueduct protection are costs the City would have incurred if it had constructed the project itself, and as a result these costs are eligible for RBBB credit; and

WHEREAS, after review of the RBBB construction cost package submitted by Developer in compliance with Section 14.3 of the Agreement, the City Engineer has determined the Verified Cost of the Improvements is \$8,719,705.16, which exceeds the Estimated Credit; and

WHEREAS, after the execution of the Credit Agreement Developer has obtained from City certain entitlements for the "Rider 4 Project," which has an RBBB Fee Obligation and directly benefits from the construction of Improvements. The Rider 4 Project consists of DPR 19-00006 and PM 37438 and is legally described in Exhibit A; and

WHEREAS, IDIL Rider 4, LP is the owner of the Rider 4 Project; and

WHEREAS, IDIL Rider 1, LLC is the owner of the Rider 1 Project; and

WHEREAS, IDIG Rider Distribution Center, LLC is the owner of the Rider 3 Project; and

WHEREAS, the IDIL Rider 1 and IDIG Rider Distribution Center, LLC desire to assign the excess RBBB credit under the Credit Agreement (relating to the Rider 1 Project and Rider 3 Project) to offset the RBBB Fee Obligation of the Rider 4 Project; and

WHEREAS, City and Developer now desire to enter into this Agreement for the following purposes: (1) to approve the Verified Cost for the Improvements, and (2) to provide a means by which the Developer's Verified Costs for construction of the Improvements is offset against Developer's obligation to pay the applicable RBBB Fees for its Rider 4 Project in accordance with the NPRBBB Report and applicable RBBB rules adopted by City.

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

TERMS

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

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Verified Cost. The Verified Cost of Improvements is determined to be \$8,719,705.16 as documented in the RBBB construction cost report dated August 2022 for the improvements constructed under the Credit Agreement. The summary calculation for the Verified Cost of Improvements is attached hereto as Exhibit B, which is subject to final written verification by the City Engineer.

5.0 Amount of Credit Assignment. Subject to the terms, conditions, and limitations set

forth in this Agreement and pursuant to Section 14.2 of the Credit Agreement, the City shall issue RBBB Estimated Credits to Developer for the Rider 4 Project in the dollar amount by which the Actual Credit exceeds the dollar amount of the final RBBB Fees Obligation as determined pursuant to the Credit Agreement, City of Perris Resolution No. 4147, and the NPRBBB Report adopted by the City ("Assignment") and, further, Developer agrees to the Assignment. The Assignment shall be subject to verification by the City. Developer shall provide any and all documentation reasonably necessary for the City to verify the amount of the Assignment. However, the Assignment shall be in an amount not exceeding \$3,845,765.16 ("Credit Assignment Amount"). The summary calculation for the Credit Assignment Amount is attached hereto as Exhibit B, which is subject to final written verification by the City Engineer. City shall be responsible for applying the Credit Assignment Amount to RBBB Fees Obligation for the Rider 4 Project. Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Assignment is determined and the time when the Credit Assignment Amount is applied by the City to the Rider 4 Project.

6.0 Affirmation of Credit Agreement. City and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. City and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. City and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as part of Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.3, and Sections 15.0 through 15.15.

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

IDIG Rider Distribution Center, LLC, a Delaware limited liability company ("Developer")

By: _____

Its: _____

IDIL Rider 1, LLC, a Delaware limited liability company ("Developer")

By: _____

Its: _____

IDIL Rider 4, LP, a Delaware limited partnership ("Developer")

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

City of Perris

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT A
LEGAL DESCRIPTION FOR IDI RIDER 4 PROJECT

LEGAL DESCRIPTION:

- PARCEL 1:

LOTS "A" THROUGH "D", INCLUSIVE, IN BLOCK 1; LOTS "A" THROUGH "D", INCLUSIVE, IN BLOCK 2, LOTS "A" THROUGH "D" INCLUSIVE, IN BLOCK 3, ALL IN TRACT 11; AND LOTS "A" THROUGH "D", INCLUSIVE IN BLOCK 4, IN TRACT 12 OF FAIRVIEW FARMS NO. 5, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 20 OF MAPS, RIVERSIDE COUNTY RECORDS;

EXCEPTING THEREFROM THAT PORTION WHICH LIES EASTERLY OF THE WESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED APRIL 8, 1955 IN BOOK 1720, PAGE 238 OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS;

ALSO EXCEPTING ANY PORTION INCLUDED IN THAT CERTAIN PARCEL OF LAND CONDEMNED BY METROPOLITAN WATER DISTRICT BY DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED DECEMBER 21, 1935 IN BOOK 263, PAGE 244 OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS.

- PARCEL 2:

LOTS 1 AND 2 IN BLOCK 19 OF RIVERSIDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 668 OF MAPS, SAN DIEGO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION OF LOT 1 IS CONVEYED TO COUNTY OF RIVERSIDE, A BODY CORPORATE AND POLITIC BY DEED RECORDED ON JANUARY 02, 1991 AS INSTRUMENT NO. 91-906 OF OFFICIAL RECORDS AND THE SAME PORTION OF LAND IS QUITCLAIMED TO EASTERN MUNICIPAL WATER DISTRICT BY DEED RECORDED ON APRIL 16, 1992 AS INSTRUMENT NO. 1992-136034 OF OFFICIAL RECORDS.

EXHIBIT B
SUMMARY CALCULATIONS FOR
VERIFIED COST OF IMPROVEMENTS
AND
CREDIT ASSIGNMENT AMOUNT

EXHIBIT "B"
REDLANDS AND RIDER IMPROVEMENTS
RBBB FEES AND COST ANALYSIS

1 Rider 1 and Rider 3 total square footage of industrial building:

Rider 1	354,840
Rider 3	643,000
<hr/>	
Total Building Size:	997,840

2 Rider 1 and Rider 3 RBBB fee obligation:

Total Building Size (S.F.):		997,840
	x	\$ 7.58
<hr/>		\$ 7,563,627.20

3 Total amount reserved in RBBB Program for improvements proposed:

Redlands Avenue	\$ 6,238,000.00
Rider Street	\$ 996,500.00
<hr/>	
Total	\$ 7,234,500.00

4 MSHCP amount not reimbursable:

Redlands Avenue	\$ 131,600.00
Rider Street	\$ 10,800.00
<hr/>	
Total	\$ 142,400.00

5 Total reimbursable per Credit Agreement dated May 6, 2019:

Redlands Avenue	\$ 6,106,400.00
Rider Street	\$ 985,700.00
<hr/>	
Total	\$ 7,092,100.00

6 Actual Verified Cost for RBBB Improvements eligible for reimbursement/credit:

Construction Contract for Redlands - Alabbasi	\$ 3,889,547.00
Construction Contract for Rider - Alabbasi	\$ 534,905.00
Construction Contract Non-RBBB to RBBB Change	\$ 266,052.00
MWD Slab Change Order	\$ 510,344.63
Construction Change Orders - Alabbasi	\$ 766,199.19
Southern California Edison	\$ 1,625,044.67
WEBB Contract for Engineering, CM, and RBBB Support	\$ 736,225.00
City of Perris Permit and Fees	\$ 343,311.90
Bid Advertisement Fees	\$ 614.77
Additional R/W (Salazar and Veuhoff)	\$ 47,461.00
<u>New Maximum RBBB Eligible Credit Amount</u>	<u>\$ 8,719,705.16</u>

7 Rider 1 and 3 is obligated to pay following RBBB Fees

Project RBBB Fee Calculation	
RBBB Obligation for Rider I & Rider III	\$ 7,563,627.20
RBBB Fees Paid for Rider I	-
<u>Remaining RBBB Fee Obligation</u>	<u>\$ 4,873,940.00</u>

8 Final Cost Eligible for Fee Credit or Reimbursements	\$ 8,719,705.16
<u>Remaining RBBB Fee Obligation</u>	<u>-</u>
Potential Project Fee Credit towards Rider 4	\$ 3,845,765.16

ATTACHMENT 3

[Improvement and Credit / Reimbursement Agreement – North Perris Road and Bridge
Benefit District Fee Program executed July 9, 2019]

**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
NORTH PERRIS ROAD AND BRIDGE
BENEFIT DISTRICT FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into on July 9, 2019, by and between the City of Perris, a California municipal corporation ("City"), IDIL Rider 1, LLC, a Delaware limited liability company ("IDIL") and IDIG Rider Distribution Center, LLC, a Delaware limited liability company ("IDIG") (collectively, "Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, IDIL owns the Rider 1 Project (as defined below) and IDIG owns the Rider 3 Project (as defined below) in the City of Perris, County of Riverside, State of California ("City"), which is more specifically described in the legal descriptions set forth in Exhibit "A", attached hereto and incorporated herein by this reference ("Properties" or "Property");

WHEREAS, Developer has obtained from City certain entitlements and/or permits for these two development projects in connection for the construction of improvements on the Properties. The "Rider 1 Project" consists of DPR 06-0635 and Minor Development Plan Review (MDPR) 17-05018. The "Rider 3 Project" consists of DPR 06-0432 and TPM 06-0498. The Rider 1 and Rider 3 Projects are, collectively, the "Projects";

WHEREAS, as a condition to City approval of the Projects, City has required Developer to construct certain portions of Rider Street and Redlands Avenue improvements (the "Improvements") as imposed in the conditions of approval for the Project. Exhibit "B" to this Agreement specifies the various components of the Improvements, the amount of the RBBB Fees (as defined below) which have been paid or will be paid, for the Rider 1 and 3 Projects, and the RBBB Fees which are available to fund the various components of the Improvements. The Developer's completion of the Improvements and acceptance of the Improvements by the City, shall constitute full satisfaction of the (i) June 13, 2017 Revised Engineering Conditions of Approval (DPR 06-0635) 12, 13, 17, 18, 21, 24 and 26; and (ii) August 21, 2007 Engineering Conditions of Approval (DPR 06-0635) 17, 18, 23, and 24 (DPR 06-0432) 17, 19, 26, and 27 (collectively, "COAs");

WHEREAS, pursuant to Section 66484 of the California Government Code, Chapter 18.32 of the Perris Municipal Code, and City Resolution No. 4157 (as amended), the City of Perris requires Developer to pay the North Perris Road and Bridge Benefit District Fees ("RBBB Fees") which covers the Developer's fair share of the costs to construct transportation improvements that help mitigate the traffic impacts and burdens on arterials and streets within the North Perris Road and Bridge Benefit District Area ("District") generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the arterials and street within the District;

WHEREAS, in connection with development of the Rider 1 Project, IDIL has pulled a building permit, and has paid the RBBB Fees totaling \$2,689,687 ("Paid Fees");

WHEREAS, the Improvements are also identified in the North Perris Road and Bridge Benefit District (NPRBBD) program as transportation improvements that are to be funded with the funds collected under the RBBB Fees, as described in the NPRBBD Analysis Report dated June 12, 2008 ("Report"); and

WHEREAS, City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely construction and completion of the Improvements, (2) to ensure that construction of the Improvements is undertaken in accordance with the plans and specifications as approved by City, (3) to provide a means by which the Developer's costs for construction of the Improvements is offset against Developer's obligation to pay the applicable RBBB Fees for the Projects in accordance with the Report and applicable RBBB rules adopted by fix City, and (4) to provide a means for Developer to be reimbursed to the extent the actual and authorized costs for construction of the Improvements exceeds Developer's RBBB Fees obligation.

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

TERMS

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

2.0 **Construction of Improvements.** Developer shall construct or have constructed, at its own cost, and expense, the Improvements in accordance with plans and specifications which will be prepared by or on behalf of Developer and approved by City. Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of City and the owner of such improvement. Developer shall provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Improvements.

2.1 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any portion of the Improvements until all plans and specifications for the Improvements ("Plans and Specifications") have been submitted to and approved by City.

2.2 **Permits and Notices.** Prior to commencing any work, Developer shall, at its sole cost and expense, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in this Agreement or in any permit or license issued to Developer.

2.3 **Public Works Requirements.** Developer shall ensure that the construction of the Improvements is undertaken as if such Improvements were constructed under the direction

and authority of City. Thus, without limitation, Developer shall comply with all of the following requirements with respect to the construction of the Improvements:

(a) Developer shall obtain bids for the construction of the Improvements, in conformance with the standard procedures and requirements of City with respect to its public works projects, or in a manner which is approved by the City Engineer.

(b) The contract or contracts for the construction of the Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise directed by the City Engineer.

(d) All contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Improvements which they will construct in conformance with Section 13.0 of this Agreement.

2.4 Compliance With Plans and Specifications. The Improvements shall be completed in accordance with the Plans and Specifications as approved by City.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. All work shall be done and the Improvements completed as shown on approved Plans and Specifications, and any subsequent alterations thereto mutually agreed upon by City and Developer. If Developer desires to make any alterations to the Plans and Specifications, it shall provide written notice to City of such proposed alterations. City shall have ten (10) business days after receipt of such written notice to approve or disapprove such alterations, which approval shall not be unreasonably withheld, conditioned or delayed. If City fails to provide written notice to Developer of its approval or disapproval of the alterations within such ten (10) business day period, City will be deemed to have disapproved such alterations to the Plans and Specifications. Any and all alterations in the

Plans and Specifications and the Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City approves and accepts them. City shall exercise no control over the Improvements until accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all of the Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance, except to the extent such damage or injury is caused by the negligence or willful misconduct of City, its elected officials, employees and/or agents.

4.0 Fees and Charges. Developer shall, at its sole cost and expense, pay all fees, charges, and taxes arising out of the construction of the Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by City.

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

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the Improvements, Developer shall provide to City such evidence or proof as City shall reasonably require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to City a title insurance policy or other security acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of Improvements; As-Built or Record Drawings. If the Improvements are completed by Developer in accordance with the Plans and Specifications, City shall be authorized to accept the Improvements. City may, in its reasonable discretion, accept fully completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements. Upon the total or partial acceptance of the Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Improvements in accordance with California Civil Code sections 3093 ("Notice of Completion"), at which time the accepted Improvements shall become the sole and exclusive property of City without any payment therefore. Notwithstanding the foregoing, City may not

accept any Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such Improvements. The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein. Upon completion of the Improvements by Developer, and acceptance of the Improvements by the City, Developer shall be deemed to have fully satisfied the COAs.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the Improvements, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the Plans and Specifications. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost and expense of Developer and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted bylaw.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, or code, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Improvements and all other administrative costs or expenses as provided for in this Section 9.0 of this Agreement.

10.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not commenced within the time required under Section 10.1 of this Agreement and diligently prosecuted to completion, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its reasonable discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost and expense of Developer or surety, without the necessity of giving any further notice to Developer or surety. In the event City elects to

complete or arrange for completion of the remaining work and the Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

10.3 Other Remedies. No action by City pursuant to this Section 10.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, (excluding consequential, special or punitive damages), injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the Improvements, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs (the "Estimated Costs") to construct the Improvements, as determined by City after Developer has awarded a contract for construction of the Improvements in accordance with this Agreement. The Estimated Costs are set forth on Exhibit "B" attached hereto and incorporated herein by this reference. If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by City. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the Warranty of the Improvements, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its reasonable discretion, partially release a portion or portions of the security provided under this section as the Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than twenty percent (20%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section shall be released by City six (6) months after date City accepts the Improvements.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement,

the Improvements, or the Plans and Specifications shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the City, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, directly attributable to and caused solely and exclusively by the gross negligence or willful misconduct of Developer in connection with Developer's performance of this Agreement ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall terminate after the expiration of the one (1) year Warranty period, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 **Additional Insured; Separation of Insureds.** The Required Insurance, except for the professional liability and workers' compensation insurance, shall name City, its elected officials, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, or agents.

13.4 **Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

13.5 **Certificates; Verification.** Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 **Term; Cancellation Notice.** Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to City.

13.7 **Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14.0 **RBBB Fees Credit and Refund.**

14.1 **Developer's RBBB Fee Obligation.** City acknowledges that IDIL has paid the Paid Fees. Developer hereby agrees and accepts that as of the date of this Agreement, the amount IDIG is obligated to pay to City for the RBBB Fees for the Rider 3 Project is estimated

to be Four Million Eight Hundred Seventy Thousand Seven Hundred Dollars (\$4,870,700) ("Estimated RBBB Fees Obligation") based upon development of the maximum square feet of building floor area allowed as provided for in the approvals of the Rider 3 Project. The estimated RBBB Fee Obligation shall be subject to adjustment based on the actual square feet of building floor area to be developed on the Property. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop City from adjusting the RBBB Fees in accordance with City's Ordinance No. 1243. In addition, Developer agrees and acknowledges that Developer's final RBBB Fees Obligation for the Rider 3 Project shall be calculated at the time provided in and in accordance with the provision of City RBBB ordinances and or resolutions in effect at such time.

14.2 Credit Offset Against RBBB Fees Obligation and Refund of Paid Fees. In consideration for Developer's obligation under this Agreement to construct the Improvements, Developer shall be entitled to either /or: (i) a credit against the Estimated RBBB Fee Obligation ("Estimated Credit"), and/or (ii) a refund of the Paid Fees ("Refund"), in an amount capped at Four Million Nine Hundred Twenty-Two Thousand Five Hundred Dollars (\$4,922,500.00), subject to adjustment and reconciliation under Section 14.3 of this Agreement. Developer shall be entitled to either the Estimated Credit or the Refund, or portions of both, in the sole discretion of Developer. Developer hereby agrees that the amount of the Estimated Credit and/or Refund shall be applied after Developer has awarded a contract for construction of the Improvements to the lowest responsible bidder in accordance with this Agreement. The amount of the Estimated Credit and Refund shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder plus the related allowable eligible costs not subject to bid, or (B) the unit cost assumptions for the Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the Report. The remaining Estimated RBBB Fees Obligation shall be paid by IDIL to City on or before the issuance of occupancy permits for the Rider 3 Project. In addition, subject to the reconciliation provisions of Section 14.3 of this Agreement, if the cost of the Improvements exceeds the Estimated Credit and the Refund, at the request of Developer, City shall issue additional RBBB Estimated Credits on other projects developed and constructed by Developer or its related entities, if such projects are subject to the RBBB Fee program.

14.3 Reconciliation: Final Credit Offset Against RBBB Fees Obligation and Refund of Paid Fees. Upon acceptance of the Improvements by City, Developer shall submit to the City Engineer such information as the City Engineer may require to calculate the total actual costs incurred by Developer in constructing the Improvements ("Verified Costs"). Such information shall include but not be limited to the documentation listed in Exhibit "D" attached hereto. The actual amount of RBBB Fee Credit or Refund that shall be applied by City to offset the RBBB Fees Obligation and the Refund shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the Improvements as determined in accordance with Section 14.2 of this Agreement (collectively "Actual Credit"). If the Actual Credit is less than the Estimated Credit, Developer shall pay the balance to City to fully satisfy Developer's RBBB Fees Obligation. If the Actual Credit exceeds the Estimated Credit, City shall refund the balance to Developer.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights and obligations pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City

such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property, provided that City hereby agrees that a copy of the deed or conveyance document shall be sufficient proof. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement in the form attached hereto as Exhibit "E".

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

15.3 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Perris
Attn: City Manager
101 North "D" Street Perris, CA 92570
Fax No. (951) 943-4246

To Developer: IDIL Rider 1, LLC,
a Delaware limited liability company
Attn: Steve Hollis
840 Apollo Street, Suite 100
El Segundo, CA 90245

IDIG Rider Distribution Center, LLC,
a Delaware limited liability company
Attn: Steve Hollis
840 Apollo Street, Suite 100
El Segundo, CA 90245

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.6 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any

term referencing time, days, or period for performance shall be deemed calendar days and not work days or period for performance shall be deemed calendar days not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.7 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.8 **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.9 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

15.11 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.12 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.13 **Time is of the Essence.** Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

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

15.15 Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

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

DEVELOPER:

IDIL Rider 1, LLC, a Delaware limited liability company

By: 
STEPHON HOLLIS
Its: V.P. CONSTRUCTION

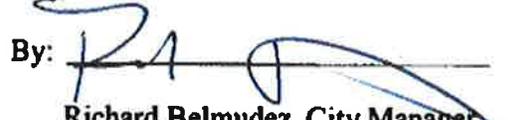
DEVELOPER:

IDIG Rider Distribution Center, LLC, a Delaware limited liability company

By: 
STEPHON HOLLIS
Its: 

CITY:

City of Perris, a California Municipal corporation

By: 
Richard Belmudez, City Manager

ATTEST:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of RIVERSIDE

On 7.1.19 before me, Allison Hill, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared STEPHEN HOLLIS
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Allison Hill
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: RBBD AGREEMENT IDIL RIDER 1, LLC & IDIL RIDER DISTRIBUTION CENTER

Document Date: 5.28.19 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney In Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney In Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

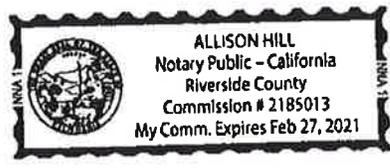
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of RIVERSIDE

On 7.1.19 before me, Allison Hill, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared STEPHEN HOLLIS
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Allison Hill
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: RBBB AGREEMENT IDIL RIDER 1, LLC + IDIG RIDER DISTRIBUTION CR.
Document Date: 5.28.19 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney In Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney In Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

By: 
Nancy Salazar, City Clerk

**APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP**


Eric L. Dunn
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1 AND LETTERED LOTS A AND B, OF PARCEL MAP NO. 35268, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, SATATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN BOOK 245, PAGES 58 THROUGH 60, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 303-281-001-4;	303-283-001-0;	303-286-001-9;	303-273-009-7;
303-281-002-5;	303-283-002-1;	303-286-002-0;	303-273-010-7;
303-281-003-6;	303-283-003-2;	303-286-003-1;	303-273-011-8;
303-281-004-7;	303-283-004-3;	303-286-004-2;	303-273-012-9;
303-281-005-8;	303-283-005-4;	303-286-005-3;	303-273-013-0;
303-281-006-9;	303-283-006-5;	303-286-006-4;	303-273-014-1;
303-281-007-0;	303-283-007-6;	303-286-007-5;	303-273-015-2;
303-281-008-1;	303-283-008-7;	303-286-008-6;	303-273-016-3;
303-281-009-2;	303-283-009-8;	303-286-009-7;	303-273-017-4;
303-281-010-2;	303-283-010-8;	303-286-010-7;	303-273-018-5;
303-281-011-3;	303-283-011-9;	303-286-011-8;	303-273-019-6;
303-281-012-4;	303-283-012-0;	303-286-012-9;	303-273-020-6;
303-281-013-5;	303-283-013-1;	303-286-013-0;	
303-281-014-6;	303-283-014-2;	303-286-014-1;	303-276-001-8;
303-281-015-7;	303-283-015-3;		303-276-002-9;
303-281-016-8;	303-283-016-4;	303-272-001-6;	303-276-003-0;
303-281-017-9;	303-283-017-5;	303-272-002-7;	303-276-004-1;
303-281-018-0;	303-283-018-6;	303-272-003-8;	303-276-005-2;
		303-272-004-9;	303-276-006-3;
	303-284-001-3;	303-272-005-0;	303-276-007-4;
	303-284-002-4;	303-272-006-1;	303-276-008-5;
	303-284-003-5;	303-272-007-2;	303-276-009-6;
	303-284-004-6;	303-272-008-3;	303-276-010-6;
303-282-001-7;	303-284-005-7;	303-272-009-4;	303-276-011-7;
303-282-002-8;	303-284-006-8;		303-276-012-8;
303-282-003-9;	303-284-007-9;	303-273-001-9;	303-276-013-9;
303-282-004-0;	303-284-008-0;	303-273-002-0;	303-276-014-0;
303-282-005-1;	303-284-009-1;	303-273-003-1;	303-276-015-1;
303-282-006-2;	303-284-010-1;	303-273-004-2;	303-276-016-2;
303-282-007-3;	303-284-011-2;	303-273-005-3;	303-276-017-3;
303-282-008-4;	303-284-012-3;	303-273-006-4;	303-276-018-4;
303-282-009-5;	303-284-013-4;	303-273-007-5;	303-276-019-5;
	303-284-014-5;	303-273-008-6;	303-276-020-5;

303-282-010-5;
303-282-011-6;
303-282-012-7;
303-282-013-8;
303-282-014-9 ;
303-282-015-0;
303-282-016-1;
303-282-017-2;
303-282-018-3;
303-282-019-4;
303-282-020-4;
303-282-021-5;
303-282-022-6;
303-282-023-7;
303-282-024-8;
303-282-025-9;
303-282-026-0;
303-282-027-1;
303-282-028-2;
303-282-029-3;
303-282-030-3;
303-282-031-4;
303-282-032-5;
303-282-033-6;
303-282-034-7;

303-284-015-6;
303-284-016-7;
303-284-017-8;
303-284-018-9;

303-285-001-6;
303-285-002-7;
303-285-003-8;
303-285-004-9;
303-285-005-0;
303-285-006-1;
303-285-007-2;
303-285-008-3;
303-285-009-4;
303-285-010-4;
303-285-011-5;
303-285-012-6;
303-285-013-7;
303-285-014-8;
303-285-015-9;
303-285-016-0;
303-285-017-1;
303-285-018-2;
303-285-019-3;
303-285-020-3;

303-277-001-1;
303-277-002-2;
303-277-003-3;
303-277-004-4;
303-277-005-5;
303-277-006-6;
303-277-007-7;
303-277-008-8;
303-277-009-9;
303-277-010-9;
303-277-011-0;
303-277-012-1;
303-277-013-2;
303-277-014-3;
303-277-015-4;
303-277-016-5;
303-277-017-6;
303-277-018-7;
303-277-019-8 and
303-277-020-8

EXHIBIT "B"

**ESTIMATED COSTS
DPR 06-0635 and 06-0432**

1. Project total square footage of industrial building:

Rider 1	354,840	S.F.
Rider 3	643,000	S.F.
Total Building Size:	997,840	S.F.

2. The project RBBB fee obligation:

Total Building Size:	997,840	S.F.
	x	\$ 7.58
		\$ 7,563,627.20

3. Total amount reserved in RBBB Program for Improvements proposed:

Redlands Avenue	\$ 4,035,500.00
Rider Street	\$ 996,500.00
Total	\$ 5,032,000.00

4. MSHCP amount not reimburseable:

Redlands Avenue	\$ 98,700.00
Rider Street	\$ 10,800.00
Total	\$ 109,500.00

5. Maximum reimburseable amount in RBBB Program:

Redlands Avenue	\$ 3,936,800.00
Rider Street	\$ 985,700.00
Total	\$ 4,922,500.00

6. Preliminary Cost (Construction + Right-of-Way Acquisition + Planning + Engineering + Contingency)for Improvements to be constructed are eligible for reimbursement:

Redlands Avenue		\$	7,560,697.30
Rider Street	+	\$	823,150.07
Total		\$	8,383,847.37

7. Project is eligible for RBBB fee credit up to maximum reimburseable amount:

Maximum reimburseable amount		\$	4,922,500.00
Preliminary cost		\$	8,383,847.37
Eligible for RBBB fee credit		\$	4,922,500.00

8. Project is obligated to pay following RBBB Fees

Project RBBB Fee Calculation			
RBBB Obligation for Rider I & Rider III		\$	7,563,627.20
RBBB Fees Paid for Rider I	-	\$	2,689,687.20
Remaining RBBB Fees		\$	4,873,940.00

9. Preliminary Cost / Eligible for Fee Credit		\$	4,922,500.00
Remaining RBBB Fees	-	\$	4,873,940.00
Potential Project Fee Credit		\$	48,560.00

10. Net Project Fee Obligation

Remaining RBBB Fees		\$	4,873,940.00
Potential Project Fee Credit	-	\$	48,560.00
Net Project Fee Obligation		\$	4,825,380.00

**DPR 06-0432 Cost Estimate
Improvements to be Constructed (Redlands Ave)**

ITEM NO.	ITEM	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	420,000	\$ 420,000.00
2	TRAFFIC CONTROL SYSTEM	LS	1	120000	\$ 120,000.00
3	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	60000	\$ 60,000.00
4	DUST CONTROL	LS	1	60000	\$ 60,000.00
5	CLEAR AND GRUBBING	LS	1	120000	\$ 120,000.00
6	ROADWAY EXCAVATION	LS	1	180000	\$ 180,000.00
7	PERMIT AND FEES	FA	1		\$ 200,000.00
8	CONSTRUCT HOT MIX ASPHALT PAVEMENT	TON	6,500	\$ 90 00	\$585,000.00
9	AGGREGATE BASE CLASS II	CY	14,300	\$ 40 00	\$572,000.00
10	GRIND 0 15' EXISTING PAVEMENT	SF	36,000	\$ 1 00	\$36,000.00
11	CONSTRUCT 0 67" THICK CONCRETE PAVEMENT (4000 PSI) (CONTROL JOINTS @ 20' O C) AND #4 REBAR DOWEL @ 12' O C EACH WAY	SF	98,400	\$ 15 00	\$1,446,000.00
12	REMOVE EXISTING PAVEMENT	SF	67,400	\$ 2 00	\$134,800.00
13	CONSTRUCT TYPE 'A-8' CURB AND GUTTER PER RIV CO STD NO 201	LF	5,200	\$ 18 00	\$93,600.00
14	CONSTRUCT CURB RAMP PER RIV CO STD NO 403, CASE A	EA	8	\$ 4,000 00	\$32,000.00
15	CONSTRUCT RESIDENTIAL DRIVEWAY PER RIV CO STD NO 207	SF	400	\$ 10 00	\$4,000.00
16	CONSTRUCT COMMERCIAL DRIVEWAY PER RIV CO STD NO 207A	SF	4,600	\$ 10 00	\$46,000.00
17	CONTRACTOR TO RELOCATE CONFLICTING MAIL BOXES SIGNS MARKER POSTS, ETC AS NECESSARY ON REDLANDS AVENUE	LS	1	\$ 2,000 00	\$2,000.00
18	CONSTRUCT PARKWAY LANDSCAPE IRRIGATION ON REDLANDS AVENUE	LS	1	\$ 57,104 00	\$57,104.00
19	CONSTRUCT 18" CLASS IV RCP	LF	1,071	\$ 170 00	\$182,070.00
20	CONSTRUCT 24" CLASS IV RCP	LF	1,015	\$ 200 00	\$203,000.00
21	CONSTRUCT 30" CLASS IV RCP	LF	30	\$ 300 00	\$9,000.00
22	CONSTRUCT 12" HDPE PIPE	LF	174	\$ 50 00	\$8,700.00
23	CONNECT 12" HDPE TO RCP	EA	4	\$ 500 00	\$2,000.00
24	CONSTRUCT CATCH BASIN PER RIV CO STD NO 300 (W=4') & GUTTER DEPRESSION PER RIV CO STD NO 311, CASE B OR C	EA	9	\$ 3,000 00	\$27,000.00
25	INSTALL 18" MEDIAN DRAIN BASIN	EA	4	\$ 1,500 00	\$6,000.00
26	INSTALL TYPE G1 INLET CALTRANS STD PLAN NO D72B	EA	1	\$ 1,000 00	\$1,000.00
27	REMOVE CONCRETE BULKHEAD	EA	1	\$ 500 00	\$500.00
28	CONSTRUCT MANHOLE NO 1 PER RCFC&WCD STD MH251	EA	1	\$ 5,000 00	\$5,000.00
29	CONSTRUCT MANHOLE NO 4 PER RCFC&WCD STD MH254	EA	3	\$ 6,500 00	\$19,500.00
30	ADJUST STORM DRAIN MANHOLE TO GRADE PER RCFC&WCD STD. MH257	EA	1	\$ 1,000 00	\$1,000.00
31	CONSTRUCT JUNCTION STRUCTURE NO 1 PER RCFC&WCD STD. DWG NO JS226	EA	3	\$ 5,000 00	\$15,000.00
32	CONSTRUCT JUNCTION STRUCTURE NO 2 PER RCFC&WCD STD. DWG NO JS227	EA	1	\$ 5,000 00	\$5,000.00
33	CONSTRUCT JUNCTION STRUCTURE NO 4 PER RCFC&WCD STD. DWG NO JS229	EA	2	\$ 5,000 00	\$10,000.00
34	CONSTRUCT CONCRETE BULKHEAD PER RCFC&WCD STD. NO M816	EA	2	\$ 2,000 00	\$4,000.00

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EXHIBIT B

35	CONSTRUCTION COLLAR PER RCFC&WCD STD DWG NO M803	EA	3	\$ 2 000 00	\$6,000.00
36	INSTALL PIPE SWING GATE PER RCFC&WCD STD DWG NO M820	LF	40	\$ 50 00	\$2,000.00
37	INSTALL 24" DIA RCP PIPE INLET WITH 24" GRATE A.F.C. NO A-1550-24	EA	1	\$ 3 000 00	\$3,000.00
38	CONSTRUCT 4" THICK CONCRETE BACKFILL W/ 20 LB FELT OVER PIPE	SF	50	\$ 20 00	\$1,000.00
39	ADJUST SEWER MANHOLE TO GRADE PER EMWD STD. SB-61	EA	18	\$ 1 500 00	\$27,000.00
40	ADJUST WATER VALVE TO GRADE PER EMWD STD A-492	EA	17	\$ 1,000 00	\$17,000.00
41	ADJUST CTS VALVE PER EMWD STD. B-660	EA	3	\$ 2 000 00	\$6,000.00
42	ADJUST FIRE HYDRANT PER EMWD STD B-516	EA	1	\$ 5 000 00	\$5,000.00
43	REDLANDS AVENUE SIGNING, STRIPING AND MARKERS	LS	1	\$ 80,000 00	\$80,000.00
44	TRAFFIC SIGNAL INSTALLATION AT THE INTERSECTION OF REDLANDS AVENUE AND RIDER STREET	LS	1	\$ 350,000 00	\$350,000.00
45	TRAFFIC SIGNAL MODIFICATION FOR THE INTERSECTION OF REDLANDS AVENUE AND RAMONA	LS	1	\$ 50 000 00	\$50,000.00

CONSTRUCTION COSTS SUBTOTAL \$5,214,274.00

	CONTINGENCY (10% OF CONST. COSTS)	LS	1	\$ 1,042,854.80	\$1,042,854.80
	RIGHT-OF-WAY	LS	1	\$ -	\$0.00
	PROJECT ENGINEERING, STAKING, PERMIT & INSPECTION FEES (25% OF CONST. COSTS)	LS	1	\$ 1,303,568.50	\$1,303,568.50

TOTAL \$7,560,697.30

EXHIBIT "C" FORMS FOR SECURITY

Payment and Performance Bond

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EXHIBIT C

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO
RENEWAL

PAYMENT AND PERFORMANCE BOND

WHEREAS, the City of Perris ("City") has executed an agreement with IDIG Rider Distribution Center, LLC, a Delaware limited liability company (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain NPRBBD Improvement and Credit/Reimbursement Agreement dated ____, (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the sum of _____ (\$ _____), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable

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attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ___ day on _____, 20_.

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary
Public")

personally appeared _____
Name(s) of Signer(s)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above Signature of Notary
Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER DOCUMENT

DESCRIPTION OF ATTACHED

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

- Attorney-in-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:

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**Name Of Person(s) Or
Entity(ies)**

Date Of Document

Signer(s) Other Than Named Above

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

Signature

Date

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

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EXHIBIT C

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the City of Perris ("City") has executed an agreement with IDIG Rider Distribution Center, LLC, a Delaware limited liability company (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Improvement and Credit / Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of _____ (\$_____), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or

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about the performance of the Work contracted to be done, or for work or labor thereon
of any kind, or fail to pay any of the

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EXHIBIT C

persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 3110, 3111, 3112 and 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this _____ day on

_____, 20_____.

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

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ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane
Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above Signature of
Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER
DOCUMENT

DESCRIPTION OF ATTACHED

- Individual
- Corporate Officer

- Partner(s) Limited
 General

- Attorney-In-Fact
01006.0006/555463.1

Title or Type of

Number Of Pages

- Trustee(s)
- Guardian/Conservator
- Other:

Date Of Document

**Signer is representing:
Name Of Person(s) Or
Entity(ies)**

Signer(s) Other Than Named Above

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal) _____

Signature

Date

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

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EXHIBIT C

EXHIBIT "D"

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

To assist City in determining the Construction Costs for a completed Improvement, Developer shall provide the following documents to City:

1. Plans, specifications and Developer's civil engineer's cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and
9. Such further documentation as may be reasonably required by City to evidence the completion of construction and the payment of each item of cost and invoice.

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EXHIBIT "E"

**REIMBURSEMENT AGREEMENT
NORTH PERRIS ROAD AND BRIDGE BENEFIT DISTRICT FEE PROGRAM**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 20___, by and between the City of Perris, a California municipal corporation ("City"), and IDIG Rider Distribution Center, LLC, a Delaware limited liability company, with its principal place of business at 180 N. Stetson Suite 3275, Chicago, IL 60601 ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, City and Developer are parties to an agreement dated _____, 20___, entitled "Improvement and Credit Agreement – North Perris Road and Bridge Benefit District Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay City the NPRBBB Fee Obligation, as defined therein, but shall receive credit to offset the NPRBBB Fee Obligation if Developer constructs and City accepts the NPRBBB Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the NPRBBB Fee Obligation, Developer may apply to City for a reimbursement agreement for the amount by which the credit exceeds the NPRBBB Fee Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, City has consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, City of Perris Resolution No. 4147, and the NPRBBB Report adopted by the City.

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

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TERMS

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

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the NPRBBD Fee Obligation as determined pursuant to the Credit Agreement, City of Perris Resolution No. 4147, and the NPRBBD Report adopted by the City ("Reimbursement"). The Reimbursement shall be subject to verification by the City. Developer shall provide any and all documentation reasonably necessary for the City to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] ("Reimbursement Amount"). City shall be responsible for transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the NPRBBD Fee Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the NPRBBD Report adopted by the City.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the NPRBBD Improvements are completed and accepted by City in accordance with the Credit Agreement, (ii) the City has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by the City.

6.0 Affirmation of Credit Agreement. City and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. City and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. City and Developer represent and warrant that the Credit Agreement is

01006.0006/555463.1

currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.3, and Sections through 15.16.

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

**IDIG Rider Distribution Center,
LLC, a Delaware limited liability
company
("Developer")**

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

City of Perris

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

01006.0006/555463.1

EXHIBIT E

EXHIBIT "F"

NPRBBD CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

- 1. Prior to the construction of any NPRBBD Improvement, Developer shall follow the steps listed below:**
 - a. Prepare a separate bid package for the NPRBBD Improvements.**
 - b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.**
 - c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the City.**
 - d. The contract(s) for the construction of NPRBBD Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the City's requirements and guidelines.**
 - e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.**

- 2. Prior to the determination and application of any Credit pursuant to a NPRBBD Improvement and Credit Agreement executed between City and Developer ("Agreement"), Developer shall provide the City with the following:**
 - a. Copies of all information listed under Item 1 above.**
 - b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the City, guaranteeing the construction of all applicable NPRBBD Improvements.**

- 3. Prior to the City's acceptance of any completed NPRBBD Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:**
 - a. Developer shall have completed the construction of all NPRBBD Improvements in accordance with the approved Plans and Specifications.**
 - b. Developer shall have satisfied the City's inspection punch list.**
 - c. After final inspection and approval of the completed NPRBBD Improvements, the City shall have provided the Developer a final inspection release letter.**
 - d. City shall have filed a Notice of Completion with respect to the**

01006.0006/555463.1

NPRBBD Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office.

- e. Developer shall have provided City a copy of the As-Built plans for the NPRBBD Improvements.**
- f. Developer shall have provided City copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any NPRBBD Improvements.**
- g. Developer shall have submitted a documentation package to the City to determine the final cost of the NPRBBD Improvements, which shall include at a minimum, the following documents related to the NPRBBD Improvements:**
 - i. Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.**
 - ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.**
 - iii. Invoices from all vendors and service providers.**
 - iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.**
 - v. Final lien releases from each contractor and vendor (unconditional waiver and release).**
 - vi. Certified contract workers payroll for City verification of compliance with prevailing wages.**
 - vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee.**

EXHIBIT "F"

RECONCILIATION EXAMPLES

All examples are based on a single family residential development project of 200 dwelling units: 200 SF dwelling units @ \$6,650 / dwelling unit = \$1,330,000 in fees (NPRBBB Fee Obligation)

Example A: "NPRBBB"

"BALANCE"

CREDIT

NPRBBB Fee Obligation: \$1,330,000
Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less \$1,500,000 Potential Reimbursement:

RECONCILIATION

NPRBBB Fee Obligation: \$1,330,000
Actual Credit: \$1,200,000
NPRBBB Balance (Payment to NPRBBB): **\$130,000**

Example B:

"REIMBURSEMENT"

CREDIT

NPRBBB Fee Obligation: \$1,330,000
Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less \$1,500,000 Potential Reimbursement:

RECONCILIATION

NPRBBB Fee Obligation: \$1,330,000 Actual Credit: \$1,500,000
Reimbursement Agreement with Developer (Based on Priority Ranking): **(\$170,000)**

Example C: "NPRBBB"

OVERPAYMENT CREDIT

NPRBBB Fee Obligation: \$1,330,000
Estimated Credit: Bid (\$1,200,000) or unit Cost Assumption (\$1,500,000) whichever is less \$1,200,000 Remaining NPRBBB Fee Obligation
Prorated Fee: \$130,000 / 200 du = \$650 / du

RECONCILIATION

Actual Credit: \$1,300,000
NPRBBB payments from Developer (\$650 per unit x 200 units) \$130,000 Actual Credit plus NPRBBB Payment \$1,430,000
NPRBBB Fee Obligation: \$1,330,000
\$1,330,000 Actual Credit plus NPRBBB Payment \$1,430,000 NPRBBB Overpayment (Refund to Developer): **(\$100,000)**

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MINOR MODIFICATION OF DPR NO. 06-0432 RIDER DISTRIBUTION CENTER III

SHEET 2

TOTAL BUILDING AREA
643,270 S.F.

ORIGINALLY APPROVED DEVELOPMENT PLAN

SHEET 3

BUILDING
643,270 S.F.

MINOR MODIFICATION

GENERAL NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND ALL APPLICABLE ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. ALL UTILITIES SHALL BE PROTECTED AND DEEPER THAN THE EXISTING FINISH GRADE.
5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING CURBS AND SIDEWALKS.
6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.

LEGEND:


- ASPHALT DRIVEWAY
- CONCRETE DRIVEWAY
- GRAVEL DRIVEWAY
- GRAVEL DRIVEWAY WITH CURB
- GRAVEL DRIVEWAY WITH CURB AND SIDEWALK
- GRAVEL DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY
- GRAVEL DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND BIKEWAY
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NOTES:
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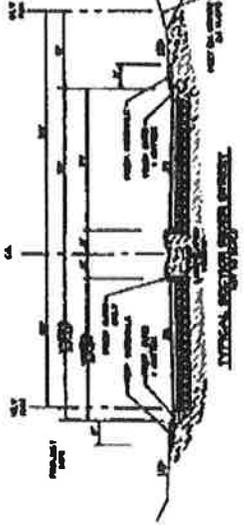
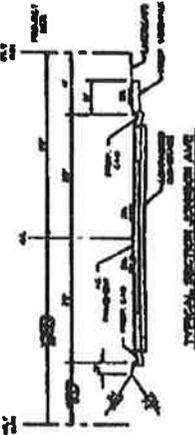
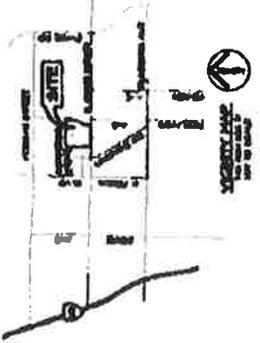
LEGEND:


- ASPHALT DRIVEWAY
- CONCRETE DRIVEWAY
- GRAVEL DRIVEWAY
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5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING CURBS AND SIDEWALKS.
6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.

LEGEND:

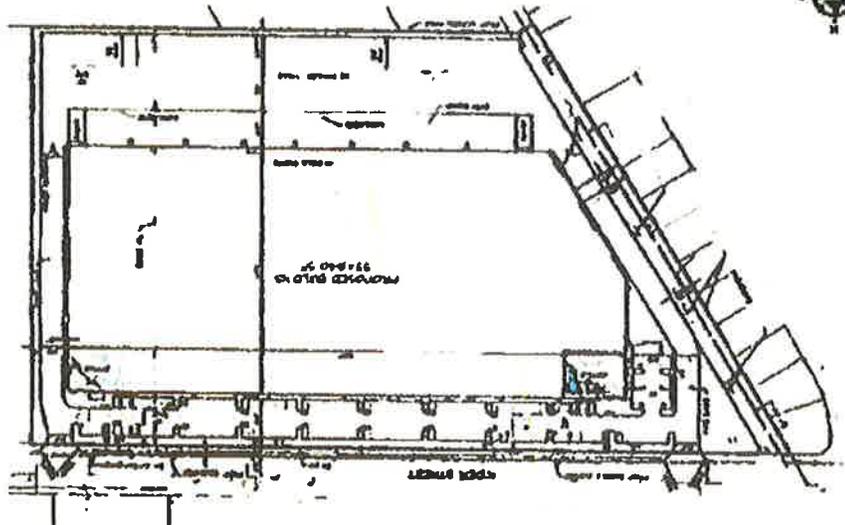
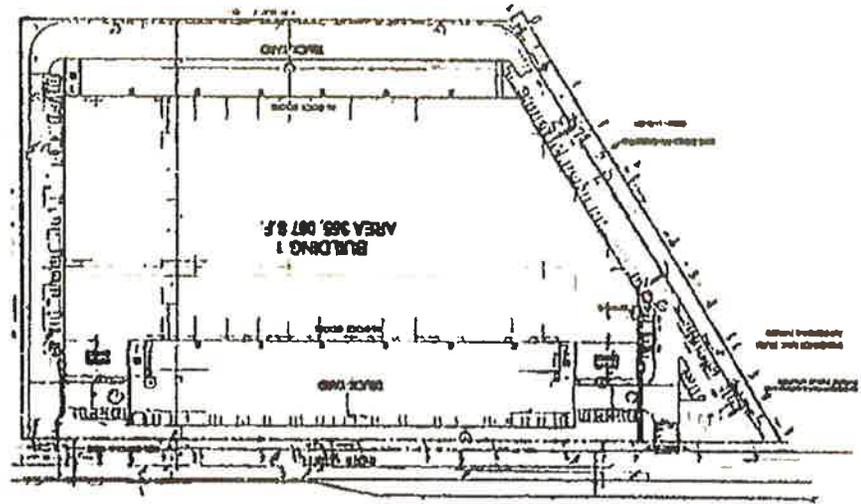

- ASPHALT DRIVEWAY
- CONCRETE DRIVEWAY
- GRAVEL DRIVEWAY
- GRAVEL DRIVEWAY WITH CURB
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CITY OF FERRIS
DPR 06-0432
MINOR MODIFICATION
RIDER DISTRIBUTION CENTER III

WEBB
ENGINEERS
3700 MACOM STREET
MERCED, CA 95370
TEL: (209) 788-7256
FAX: (209) 788-7256

**MINOR MODIFICATION OF DPR NO. 05-0635
BIDER BUSINESS CENTER**



GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PERRIS PLUMBING ORDINANCE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PERRIS.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF PERRIS.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY EXCAVATION WORK.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
9. ALL WASTE MATERIALS SHALL BE PROPERLY DISPOSED OF AT THE END OF EACH DAY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL WORKERS AND THE PUBLIC.

APPROVED
CITY OF PERRIS
PLUMBING DIV.

6/19/17



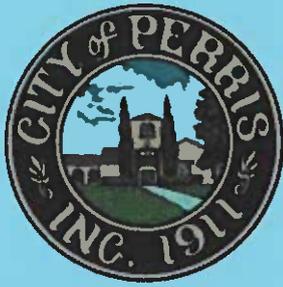
SCALE: 1/8" = 1'-0"

PROPOSED DEVELOPMENT PLAN

LEGALLY APPROVED DEVELOPMENT PLAN



CITY OF PERRIS
BIDER BUSINESS CENTER
MAJOR HIGHWAY 215 IN PLAN
DPR NO. 05-0635



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

10.D.

MEETING DATE: October 25, 2022

SUBJECT: Extension of Time 22-05247 - An extension of time request for Tentative Tract Map No. 33900 to facilitate the subdivision of a 116-acre property into 198 parcels for future construction of single-family residences, open space, and a sewer lift station, located north of San Jacinto River, east of McPherson Road and south of Ethanac Road. Applicant: Derek Barbour, Richland Communities.

REQUESTED ACTION: Approve a one-year Extension of Time 22-05247 related to Tentative Tract Map No. 33900, for a one-year time extension to October 29, 2023, subject to the recommended conditions of approval.

CONTACT: Kenneth Phung, Development Services Director

BACKGROUND/ DISCUSSION:

On April 29, 2008, the City Council approved Tentative Tract Map No. 33900 (TTM-33900) to subdivide 116 vacant acres into 198 parcels for future single-family residences, ranging in size from 7,006 to 28,251 square feet, with an average lot size of 11,297 square feet; 13 lettered lots; and two open space lots, subject to conditions of approval. The project site is located north of the San Jacinto River, east of McPherson Road and south of Ethanac Road.

The applicant is now requesting the fifth of six time extensions, extending the expiration of the map to October 29, 2023. The extension is requested to allow the applicant additional time to coordinate with nearby developers the funding mechanism for the construction of Ethanac Road bridge crossing over the San Jacinto River, as required by the project's conditions of approval.

TENTATIVE TRACT MAP EXTENSION:

Pursuant to Section 18.12.090(a) of the City of Perris Municipal Code, tentative maps are allowed to be recorded within 24 months from the date the map was approved by the City Council, unless time extensions are granted before the map expires in accordance with the Subdivision Map Act.

Summarized below are the extensions of time that have been granted for TTM-33900 in conjunction with the automatic extensions authorized by Senate Bills (SB) and Assembly Bills (AB) passed by the state legislature to provide relief from map deadlines in recognition of the economic downturn in 2007 after the bursting of the housing bubble, and the recent housing shortage declared by the California legislature.

- **Original Approval Date: April 29, 2008 – April 29, 2010** – Approved by City Council; the start of initial 2-year life per subdivision map act.
- **Automatic Extension for 1 year pursuant to SB 1185: April 29, 2010 – April 29, 2011**
- **Automatic Extension for 2 years pursuant to AB 333: April 29, 2011– April 29, 2013**
- **Automatic Extension for 2 years pursuant to AB 208: April 29, 2013– April 29, 2015**
- **Automatic Extension for 2 years pursuant to AB 116: April 29, 2015– April 29, 2017**
- **First Extension: April 29, 2017 – April 29, 2018** – EOT 17-05063 approved by City Council on July 13, 2017
- **Second Extension: April 29, 2018 – April 29, 2019** – EOT 18-05014 approved by City Council on May 8, 2018
- **Third Extension: April 29, 2019 – April 29, 2020** – EOT 19-05029 approved by City Council on March 12, 2019
- **Fourth Extension: April 29, 2020 – April 29, 2021** – EOT 20-05012 approved by City Council on April 28, 2020
- **Automatic Extension for 1 ½ year pursuant to AB 1561 – April 29, 2021 – October 29, 2022**

The request of a fifth of six extensions, authorized by the Subdivision Map Act Section 66463.5 (c), to effectively extend the expiration of time to October 29, 2023, would allow the applicant additional time to coordinate the funding mechanism with developers of residential subdivisions in the immediate surrounding area for the crossing over the San Jacinto River; thus improving the marketability of this residential subdivision. It should be noted that California continues to experience a housing shortage, and as such staff anticipates additional automatic extension of time be passed by the State to extend the effectiveness of housing entitlements that have not expired prior to 2022.

STAFF REVIEW AND RECOMMENDATION:

As the original map was considered more than ten years ago, staff evaluated the project design as it pertains to incumbent environmental standards and current planning practices. The project site is undeveloped and comprised of low hills and valleys between the hills with elevations ranging from 1380 feet to 1460 feet above sea level. The project site abuts the San Jacinto River to the south and Ethanac Road to the north. The unique topography of the site yielded parcel and street layout designs that minimized grading activities to the extent possible; as such, the curvilinear street layouts are environmentally and aesthetically desirable.

Thus, Staff recommends that the City Council approve a one-year Extension of Time 22-05247 extending the life of TTM-33900 to October 29, 2023. If the subject Tentative Tract Map is not recorded prior to the expiration date or an extension of time is not filed prior to the expiration date

of the map, a new Tentative Tract Map application and applicable fees would be required for City consideration.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item, cost of construction and payment of impact fees are borne by the applicant.

Prepared by: Lupita Garcia, Associate Planner
Reviewed by: Patricia Brenes, Planning Manager

City Attorney _____
Assistant City Manager WB
Deputy City Manager ER

Attachments:

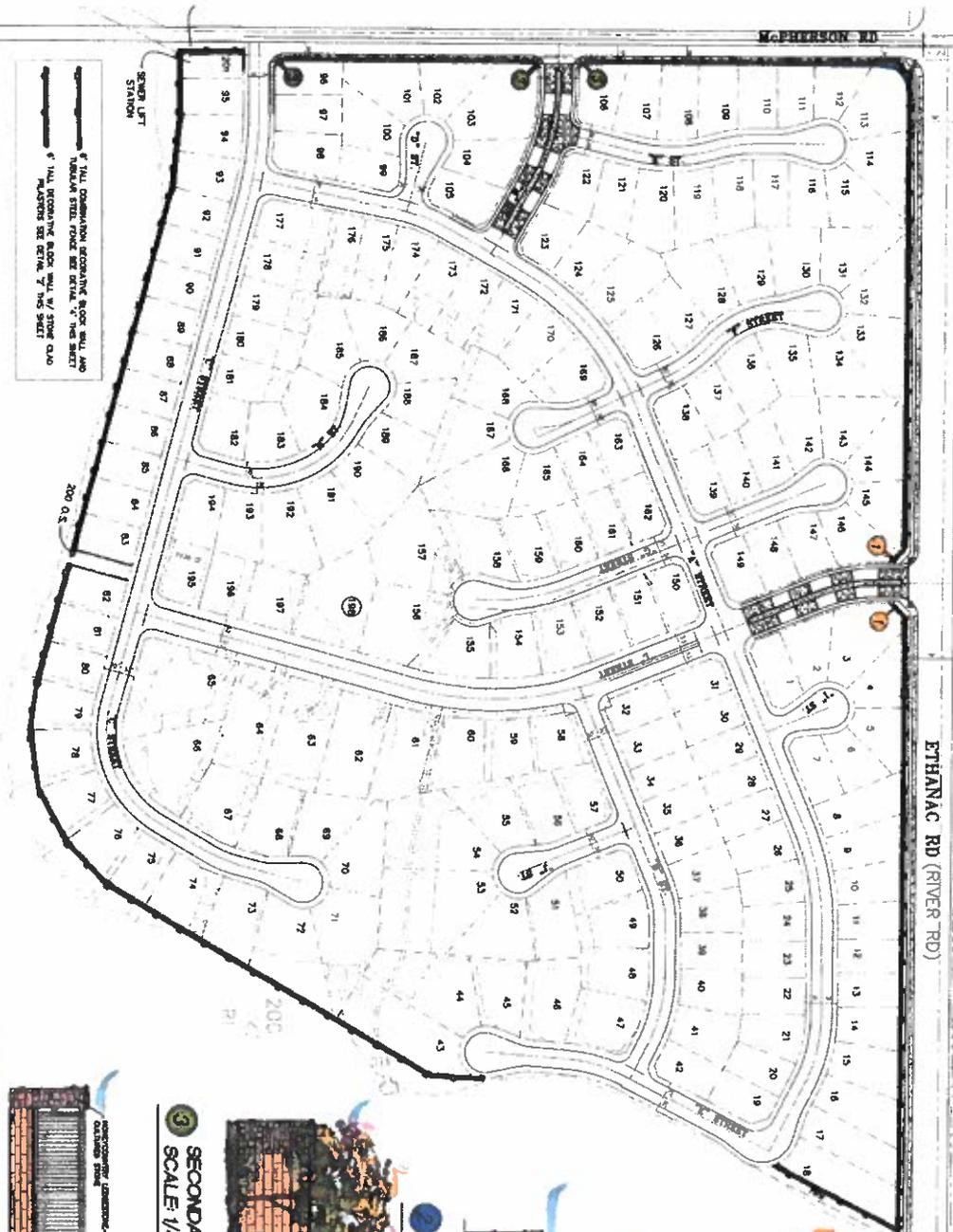
1. Vicinity Map
2. TTM 33900 (For Informational Purpose)
3. Conditions of Approval for TTM-33900 (Planning and Engineering Conditions)
4. Applicant's Time Extension Request

Consent: X
Public Hearing:
Business Item:
Other:

ATTACHMENT 1
VICINITY MAP



ATTACHMENT 2
TTM-33900
(FOR INFORMATIONAL PURPOSE)



PRELIMINARY MASTER PLAN
COUDURES PROPERTY-TR. 33900
CITY OF PERRIS

4 NEW FENCE
 SCALE: 1/4"-1'-0"



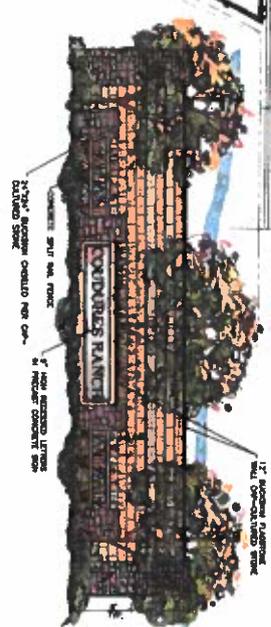
5 SECONDARY MONUMENT SIGN
 SCALE: 1/4"-1'-0"



6 6' TALL PERIMETER BLOCK WALL
 SCALE: 1/4"-1'-0"



1 PRIMARY MONUMENT SIGN
 SCALE: 1/4"-1'-0"



ATTACHMENT 3
CONDITIONS OF APPROVAL (PLANNING
AND ENGINEERING)

**CITY OF PERRIS
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION**

CONDITIONS OF APPROVAL

Tentative Tract Map No. 33900 (06-0022)

March 19, 2008

PROJECT: Tentative Tract Map for a 198 single-family residential lot subdivision on approximately 116 acres (2.7 dwelling units/gross acre), located north and west of San Jacinto River, east of McPherson Road, and south of Ethanac Road,. Applicant: Albert A. Webb & Associates.

ENVIRONMENTAL:

1. **Environmental.** Within three days of City Council approval, applicant shall submit a check to the City, payable to Riverside County, in the amount of \$1,940.75 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 shall be operative, vested, or final until the filing fees have been paid.

STANDARD CONDITIONS OF APPROVAL:

2. **Tentative Tract Map 33900.** The Final Map shall conform to the R-6000 zoning regulations, the requirements of Title 18 (Subdivisions) and 19 (Zoning) of the Perris Municipal Code, the requirements of the City Engineer's conditions of approval dated February 15, 2008, and in substantial compliance with the approved Tentative Tract Map dated February 13, 2008.
3. **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 Planning Division at least thirty (30) days prior to the expiration of Tentative Map approval.
4. **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 R-6000 zoning development standards. Development of the premises, building elevations, colors and materials shall be subject to a subsequent Administrative Development Review.
5. **City Engineer.** The proposed project shall adhere to the requirements of the City

Engineer as indicated in the engineering conditions of approval dated February 15, 2008.

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. 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>.
7. **Residential Use and Development Restrictions.** 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 construction trailer or sales office shall require separate review and approval by the City. Development of the premises, building elevations, colors and materials shall conform substantially to the approved set of plans, or as amended by these conditions. Any deviation shall require the appropriate Planning Division review and approval.
8. **Graffiti.** Graffiti located on site shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times.
9. **Utilities.** 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.
10. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be located behind the front yard setback and be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division.
11. **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:
 - a. Low NOx water heaters per specifications in the Air Quality Attainment Plan;
 - b. Heat transfer modules in furnaces;
 - c. Light colored water-based paint and roofing materials;
 - d. Passive solar cooling/heating; and,
 - e. Energy efficient appliances and lighting.
12. **Phasing.** Any Phasing Plan shall be reviewed and approved by the Development Services Department and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots. A phasing plan shall be

submitted with the Administrative Development Plan Review application.

13. **Window Treatments.** All units abutting a public street, tract boundary, or a downhill slope having an elevation change in excess of 20 feet shall provide for window treatment 360 degree around the dwelling.
14. **Spark Arresters.** Spark arresters shall be provided for each unit and shall be screened by sheet metal enclosures, or other material acceptable to the City Building Official, and painted to match the main stucco building color.
15. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance 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 Planning Division.
16. **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.
17. **Administrative Development Plan Review.** Prior to final map, the applicant shall obtain approval of an Administrative Development Plan Review (ADPR) for the review of building architecture, unit plotting, conceptual landscape and fencing of all production units within the tract. The applicant shall also include at least 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. Also, the majority of units in the tract (other than corner lots) shall locate the wider side yard and the curb-cut/driveway on the same side of the lot to allow for RV parking.
18. **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. Construction activity shall not exceed 80 dBA in residential zones in the City.
 - 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.
 - 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 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. All development projects greater than 19 single-family residential units shall apply paints using either high volume low pressure (HVLP) spray equipment or by hand application.
19. **Final Water Quality Management Plan (WQMP).** Prior to the issuance of grading permits the owner shall submit for review and approval, along with the appropriate filing fee; a Final Water Quality Management Plan to the Department of Public Works Engineering Administration Division which substantially complies with the site design, source control and treatment control Best Management Plans proposed in the approved Preliminary Water Quality Management Plan.
20. **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.
21. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
22. **Exterior Downspouts.** Exterior downspouts are not permitted on the front or side elevations of any building, or where exposed to public view.
23. **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;
- b. Prior to the issuance of Certificate of Occupancy (including temporary occupancy), the applicant shall pay City Development Impact Fees in effect at the time of development;
- c. Prior to the issuance of building permits, the applicant shall pay Multi-Species Habitat Conservation Plan fees in effect at that time;
- d. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to all appropriate school districts;
- e. The applicant shall pay any outstanding development processing fees; and
- f. Prior to the issuance of Certificate of Occupancy (including temporary occupancy), the developer shall pay Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development.

PRIOR TO ISSUANCE OF BUILDING PERMITS:

24. **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.
25. **Southern California Edison.** Prior to issuance of building permits, the applicant shall contact the area service planner (951 928-8323, Art Alvarado) for Southern California Edison (SCE) to complete the required forms prior to commencement of construction.
26. **Landscaping.** Prior to Issuance of Building Permits submit three (3) copies of construction landscaping and irrigation plans to the Planning Department for approval and shall be accompanied by the appropriate filing fee. A registered landscape architect shall prepare the landscaping and irrigation plans. The location, number, genus species, and container size of the plants shall be shown. These plants shall be consistent with Section 19.70 of the Perris Municipal Code. The plans shall also address landscaping, irrigation and fencing of parkways along all perimeter and entry streets. The cover page shall identify the total square footage of the landscaped area for the site. Landscaping shall be provided and maintained in accordance with Chapter 19.70 of the Perris Development Code. The use of water efficient fixtures, drought tolerant landscaping and reclaimed water is encouraged. The developer shall provide front-yard landscaping for all lots, at a minimum consistent with the requirements of Chapter 19.70.

PRIOR TO RECORDATION OF FINAL MAP:

27. **Land within MSHCP Conservation Corridor and Lettered Lot.** The developer shall provide an irrevocable offer of dedication to the City of Perris the conservation area within the MSHCP conservation corridor. In addition, a Lettered Lot shall be created for the engineered slopes, emergency road, and water quality basins to be annexed into the Landscaped Maintenance District.
28. **Final Map Submittal.** 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.

29. **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, as mandated by the Perris Municipal Code;
 - b. Planning Commission approval of all proposed street names; and,
 - c. Any other required approval from an outside agency.
30. **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 recordation of the Final Map (or issuance of a certificate of occupancy if a Final Map is not required). This condition shall apply only to districts existing at the time the Final Map 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:
- a. Landscape Maintenance District No. 1;
 - b. Flood Control Maintenance District No. 1 (may include Streets);
 - c. Maintenance District No. 84-1 (Street Lights and Traffic Signals);
 - d. North or South Perris Public Safety Community Facilities District (Police and Fire);
 - e. Ramona Mobility Group District (Transportation Improvements);
 - f. Road and Bridge Benefit District (Transportation Improvements); and
 - g. Future Fire Protection Community Facilities District
31. **Plans and CC&Rs.** 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 but not be limited to street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18.
 - b. Any Covenants, Conditions, and Restrictions (CC&Rs) to the Planning Division and the City Attorney's office. Approved CC&Rs shall be recorded with the final map.
 - c. 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 implementing project BMPs, assignment of long-term

maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.

SPECIAL CONDITIONS:

32. **Sewer Lift Station.** The Eastern Municipal Water District (EMWD) sewer lift station shall be secured by a decorative block wall and wrought iron gate with view obstructing metal mesh. Also, a landscape plan with trees around the perimeter of the property shall be used to screen the EMWD equipments from the street, and shall be submitted to the Community Development Director for review and approval prior to installation. In addition, EMWD equipments or structures 6-feet or taller shall be enclosed by a structure, and the design of the structure shall be subject to the review and approval of the Community Development Director.
33. **Walls and Fencing.** A six-foot high, decorative block wall shall be constructed around the perimeter of the tract with pilaster columns located on the property line between two properties. A pilaster column may skip a property line if the lot width is less than 50-feet. The wall shall be continued along entry drives to the tract in a manner that creates a tract entry statement. Block walls shall be provided for all front and street side yard fencing visible from a public street. A wall/fencing plan showing compliance with requirements for streetscape design shall be submitted for Planning approval. Adjacent to open space areas the perimeter wall shall be a combination of decorative "knee" wall and tubular steel fence with decorative block pilasters.
34. **Landscape Slopes.** Slopes in the rear and side yards with greater than to 2 to 1 slopes or greater than 6-feet in height are required to be landscaped and irrigated.
35. **Disclosure Statements.** The developer shall record a disclosure and provide an acknowledgement of the disclosure to potential tenants/owners prior to the lease or sale of property indicating the following:
 - a. The project site is in a dam inundation area and may be subject to flooding in an event of a dam failure.
 - b. The project site has street grade and driveways slopes of upwards to 15-percent. The steepness of the slopes may make it difficult for older vehicles to drive and for vehicles with typical suspension to clear driveway slopes.
36. **Riverside County Flood Control and Water Conservation District.** Any improvement that includes the District's right of way, easements, or facilities is required to be coordinated with the District's Operation and Maintenance Division at 951-955-1280.
37. **Parkway Sidewalk.** Right-of-way 66-feet and greater shall have parkway sidewalks.

MITIGATION MONITORING:

38. **Mitigation Monitoring Program.** The proposed project shall comply with all provisions of the adopted project Mitigation Monitoring Program found in the Initial Study.

APPROVAL DATE

PROJECT PLANNER



CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-935

February 15, 2008, *Revised Planning Commission March 19, 2008*

Tract 33900 (Case # 06-0022)

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer provide the following street improvements and/or road dedication 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, rights-of-way, and drainage courses with appropriate Q's and that their omission may require the master 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.

Due to existing topography, construction of the subdivision as proposed requires significant grading to create minimum usable pads. Typically grading on hill side will require contour grading to minimize impact. However due to numbers of proposed units, this technique is not feasible. Along the significant slopes, the developer is responsible to install irrigation and provide access for the homeowners to maintain the slopes within their property. Construction of retaining wall adjacent to streets will be required to minimize slope and pavement erosion as determined by City Engineer.

The tentative map as submitted also exhibits several lots with driveways at 15% slopes. The proposed grading at back of some lots requires installation of private concrete drainage facilities. No cross lot drainage is accepted. Homeowners shall be responsible to maintain these channels.

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

DEPARTMENT OF ENGINEERING
170 WILKERSON AVE., SUITE D, PERRIS, CA 92570-2200
TEL.: (951) 943-6504 - FAX: (951) 943-8416

and standards. The following drainage related conditions are the requirements of this project:

- a. Onsite drainage facilities outletting sump conditions if approved by the City Engineer shall be designed to convey the tributary 100-year storm flows. Additional emergency escape for the storm flows shall also be provided.
- b. The property's street and onsite 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. Minimum onsite grading shall be 0.5%. Minimum grade at curb returns shall be 0.7%.
- c. Drainage easements shall be obtained from the affected property owners for the release of concentrated or diverted storm flows onto the adjacent property. A copy of the drainage easement shall be submitted to the City for review prior to its recordation.
- d. All drainage facilities with the exception of nuisance drainage improvements shall be designed to convey the 100-year storm runoff. To eliminate nuisance runoff from all intersections with cross gutter, minimum 18" storm drain and catch basins along all the interior and perimeter streets with cross gutter shall be installed and connected to the proposed onsite or offsite drainage facilities.
- e. A detailed hydrology report and hydraulic calculation shall be submitted to the City and RCFC for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties. At discretion of City Engineer, the report and back up documents may have to be reviewed and approved by RCFC.
- f. All grading and drainage improvements shall comply with NPDES and Best Management Practices *and the approved preliminary WQMP*. Erosion control plans shall be prepared and submitted to Water Quality Board and the City of Perris as part of the grading plans.
- g. Prior to issuance of a grading permit, the Developer shall obtain NPDES, WQMP permit and prepare SWPPP. Erosion control plans shall be prepared and submitted to the City Engineer as part of the grading plans. All onsite generated runoff must be treated prior to discharge in compliance with WQMP and Water Quality Standards.

- h. Onsite drainage facilities shall be collected via onsite underground facilities and conveyed to San Jacinto River or other appropriate outlets as determined by the City Engineer. Connection to San Jacinto River shall require approval by Flood Control.
 - i. The City Council has adopted Resolution 3403 requiring development within San Jacinto River Flood Plain to comply with certain conditions and payment of fees. This developer shall comply with all such requirements as appropriate and approved by City Council. That portion of the property shown as San Jacinto River Corridor setback area shall be shown as separate lot and dedicated to City for future extension of San Jacinto River.
 - j. The proposed WQMP basins are located in 100-year flood plain and may not function as water quality basin during moderate to heavy rainfall. The WQMP shall address this issue. The basins shall be designed and landscaped to Planning and Public Works Department Standards. Appropriate concrete ramp to maintain the basin shall be installed. The basins shall be discharged to San Jacinto River via underground pipe.
2. Ethanac Road from McPherson Road to easterly property boundary along the south side shall be improved with concrete curb, gutter, located 67' south of centerline and minimum of 65' of new pavement within 92', ½-width dedicated right-of-way including 14' wide landscape median.
- Ethanac Road along the north side within the same reach shall be improved to provide for minimum of 30' of new pavement including a minimum of 150' long left turn pocket at "L" & McPherson Road within dedicated right-of-way. Ethanac Road from the easterly boundary to existing improvements east of San Jacinto River, shall be improved within dedicated right-of-way with a minimum of 40' of new pavement including construction of 5 year crossing over San Jacinto River. At the option of the developer, construction of 100-year ultimate crossing with appropriate DIF/TUMF credit shall be accepted. Traffic signals may be required at intersection of Ethanac and McPherson. Prior to recordation of final map, the applicant shall submit a report so show the warrant for the signal and install as appropriate.
3. McPherson Street from Ethanac Road to southerly tract boundary shall be improved along east side to provide for curb, gutter, located 22' west of centerline and 20' of new pavement within 33', ½-width dedicated right-of-way. McPherson Street along the west

side within the same reach shall be improved with all new pavement to provide for a left turn pocket at all intersections and one 15' wide southbound lane. The intersection of McPherson Street with Ethanac Road shall be improved to provide for left turn pocket (150' long) and one right turn and one north bound lane.

4. Traffic index of 11 for Ethanac Road shall be used.
5. The intersection of Ethanac and "L" Street shall be designed and constructed with a concrete structural section a minimum of 100' from BCR/ECR.
6. Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.
7. On and offsite street, drainage, water, sewer, striping, signing, signals, streetlight, grading, paving and erosion control plans along with hydrology and hydraulic reports shall be submitted to the City Engineer's office for review and approval.
8. Access shall be restricted along Ethanac Road, McPherson except as shown on the tentative map.
9. 6' wide concrete sidewalk, handicap ramps, and driveways adjacent to the site shall be installed pursuant to ADA and Riverside County standards. All driveway approaches shall be constructed per Riverside County Standards for Residential Driveway (Std. 207) and comply with the ADA requirements. ***Parkway sidewalk shall be installed on all streets within 66' or greater right-of-way width.***
10. Streetlights shall be installed along all perimeter streets as approved by the City Engineer per Riverside County and Southern California Edison standards.
11. The proposed development is in the service area of Eastern Municipal Water District. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department, and Health Department's requirements.
12. Prior to issuance of building permit for commercial/industrial projects and prior to recordation of final map for residential projects, the developer shall sign the consent and waiver forms to join the Landscaping, Onsite Street, Flood Control, Public Safety, and Lighting Districts and pay the 18-month advanced energy charges for streetlights. All storm drain facilities (except as noted

above) including catch basins and pipes shall be annexed to Flood Control District. In the event, RCFC does not maintain any of the proposed offsite storm drain facilities and other offsite drainage facilities proposed shall be annexed to Flood Control District for maintenance.

13. "L" Street shall be improved along both sides with minimum of 52' of pavement, curb and gutter located 28' on either side of centerline within 78' dedicated right-of-way including landscaped median at entrance with Ethanac Road. All other interior streets shall be improved with curb/gutter located 20' on either side of centerline within 60' dedicated right-of-way. Proposed cul-de-sac ("C" Street) exceeds the maximum length and will require Fire Marshall's approval.
14. ~~To provide for secondary access, River Road, McPherson Avenue and "L" Street shall be extended north including Mapes Road and improved with minimum of 30' paved road and connected to "A" Street within dedicated right-of-way.~~ **To provide for secondary access, "L" Street from Ethanac Road shall be extended north to Mapes and Mapes to "A" Street and shall be improved with minimum of 30' new paving within dedicated right-of-way.**
15. This project shall be coordinated with all proposed and existing adjacent developments.
16. Phasing of improvements shall be limited to onsite improvements only. All improvements along Ethanac (on and offsite including crossing at San Jacinto River) and extension of River Road, McPherson or "L" Street north of the site shall be part of Phase I.

Habib Motlagh
Habib Motlagh
City Engineer

ATTACHMENT 4
APPLICANT'S TIME EXTENSION REQUEST



Mr. Alfredo Garcia
Associate Planner
City of Perris
Department of Development Services – Planning Division
135 N. "D" Street
Perris, CA 92570

Re: **EXTENSION OF TIME (EOT)** – Tract 33900 Request

Dear Mr. Garcia:

On January 8th, 2021, Richland Communities received an approval letter from the City (attached) extending the TTM 33900 expiration date from April 29th, 2021, to October 29th, 2022.

Richland would like to request an additional extension of time to record the tract map and process the entitlements required subdivide 116 acres into 198 single family lots. Access and development costs have been cost prohibitive to moving forward with development, and the need for a bridge at the current termination of Ethanac Road. Without the bridge access to this tract is difficult and cost prohibitive.

Should you have any additional questions, please contact Derek Barbour at (714) 932-0650 or by email at dbarbour@richlandcommunities.com, or Jessica Toohey at (949) 205-0185 or by email at itoohey@richlandcommunities.com.

Sincerely,

DEREK BARBOUR
Vice President – Land



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** October 25, 2022
- SUBJECT:** Authorize Richland Communities for Federal Community Project Funding Request of \$6,000,000 for the Ethanac Bridge, over San Jacinto River Project.
- REQUESTED ACTION:** Adopt Resolution No. (next in order) authorizing Richland Communities to file all necessary documents for a Community Project Funding Request of \$6,000,000 for the Ethanac Bridge, over San Jacinto River Project; and authorize the City Manager or City Manager's designee to execute all related documents as to form approved by the City Attorney.
- CONTACT:** Wendell Bugtai, Assistant City Manager

BACKGROUND/DISCUSSION:

The U.S. House of Representatives invites public agencies annually to submit projects for funding appropriations consideration under the Member-Directed Community Funded Projects Process. The Ethanac Bridge, over San Jacinto River Project qualifies as a capital improvement (construction) project and is included within the Riverside County Transportation Commission (RCTC) Long Range Regional Transportation Improvement Plan.

The Ethanac Corridor is a key transportation route spanning between Interstate 15 (I-15), Interstate 215 (I-215), and State Highway 74 in the City of Perris, County of Riverside, State of California. The Project is a multi-benefit corridor providing an active transportation route; addressing the impacts of climate change through enhanced ingress/egress during wildfire and flood events; enhancing freight and goods movement through congestion relief and alternative route provisions; improving access to tourist destination attractions; and integrates housing, land-use, and transportation elements by promoting access between housing and job centers.

Phase-I of the Corridor to be constructed includes the Ethanac Bridge, a 450-foot four-lane bridge over the San Jacinto River, a 3,500-foot extension of Ethanac Road eastward, a 10-foot-wide multi-purpose trail, and bicycle lane. Completion of Phase I of the project will carry positive regional implications and will progress the Project toward completion of the full Ethanac Corridor, which, at full buildout, will connect the I-215 Freeway to State Highway 74, through to the I-15 Freeway. Construction of the Ethanac Bridge will be completed through a public/private partnership between applicable regional transportation agencies and landowners along the Corridor. On the

public side, three main agencies, including the City of Perris, the Western Riverside Council of Governments (WRCOG), and the Riverside County Transportation Commission (RCTC), will complete the design, planning, and management of the Project. The City of Perris, along with Western Riverside Council of Governments (WRCOG) and Riverside County Transportation Commission (RCTC) in a public-private partnership with Richland Communities, would like to authorize Richland Communities to file all necessary documents for a Federal Community Project Funding Request of \$6,000,000.

Richland Communities, a major landowner within the region and the private sector partner on this Project, is actively involved in, and financially committed to, the Phase-I construction of the Ethanac Corridor. Richland Communities has expended \$1 million for design and permitting cost associated with Phase-I to date and has committed an additional \$500,000 necessary to complete the permitting process. Richland Communities has also offered to engage their federal lobbyist to assist in advocacy efforts on behalf of the City's application for the federal funding necessary to complete the Project, as the City does not currently contract with a lobbyist at the federal level.

Therefore, staff recommends that the City Council adopt the Resolution No. (next in order), authorizing Richland Communities to file all necessary documents for a Community Project Funding Request of \$6,000,000 for the Ethanac Bridge, over San Jacinto River Project; and authorize the City Manager or her designee to execute all related documents as to form approved by the City Attorney.

BUDGET (or FISCAL) IMPACT:

There will be no impact to the General Fund in approving this Resolution. If awarded the Community Project Funding Request, any associated cost to the City will be covered by Richland Communities' Development Impact Fees.

Prepared by: Antonio Martinez, Legislative Analyst

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

Deputy City Manager ER

Attachments:

1. Resolution No. (next in order) authorizing Richland Communities to file all necessary documents for a Community Project Funding Request of \$6,000,000 for the Ethanac Bridge, over San Jacinto River Project
2. Ethanac Bridge, over San Jacinto River Project Factsheet

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

ATTACHMENT 1

RESOLUTION AUTHORIZING RICHLAND COMMUNITIES TO FILE FEDERAL FUNDING REQUEST

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AUTHORIZING RICHLAND COMMUNITIES TO FILE ALL NECESSARY DOCUMENTS FOR A COMMUNITY PROJECT FUNDING REQUEST OF \$6,000,000 FOR THE ETHANAC BRIDGE, OVER SAN JACINTO RIVER PROJECT.

WHEREAS, the U.S. House of Representatives annually request that public agencies submit projects for funding appropriations consideration in the upcoming infrastructure legislation under the Member-Directed Community Funded Projects Process; and

WHEREAS, the City of Perris along with Western Riverside Council of Governments (WRCOG) and Riverside County Transportation Commission (RCTC) are in a public-private partnership with Richland Communities; and

WHEREAS, projects eligible for funding must be already listed as eligible projects under the Federal Transportation Improvement Program; and

WHEREAS, the Ethanac Bridge, over San Jacinto River Project qualifies as an eligible capital construction project under the Federal Transportation Improvement Program; and

WHEREAS, the project is included with the Riverside County Transportation Commission (RCTC) Long Range Regional Transportation Improvement Plan; and

WHEREAS, as a condition of the allocation of federal funding, the City must provide a 20 percent funding match; and

WHEREAS, the city is prepared to provide matching amounts from local and private sources that have been obtained using a combination of local funds, Western Riverside Council of Governments (WRCOG) funding through the Transportation Uniform Mitigation Fee, and development impact fees (DIF) provided by Richland Communities.

WHEREAS, Richland Communities as the private partner shall file all necessary documents for the Community Project Funding Request of \$6,000,000 for the Ethanac Bridge, over San Jacinto River Project.

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

SECTION 1. Recitals. The City Council hereby determines that the foregoing findings are true and correct and incorporates them herein by reference.

SECTION 2. Authorization. The City Council hereby authorizes City staff to take all necessary steps to complete the application with all public agencies and assistance from Richland

Communities for federal funding. Staff in collaboration with the private partner are further authorized to continue monitoring other funding opportunities for the Ethanac Bridge, over San Jacinto River Project.

SECTION 3. *Environmental Determination.* This proposed action is exempt from review under the California Environmental Quality Act ("CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

SECTION 4. *Effective Date.* This resolution shall take effect immediately upon its passage.

SECTION 5. *Certification.* 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 25th day of October 2022.

Mayor

ATTEST:

City Clerk, Nancy Salazar

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

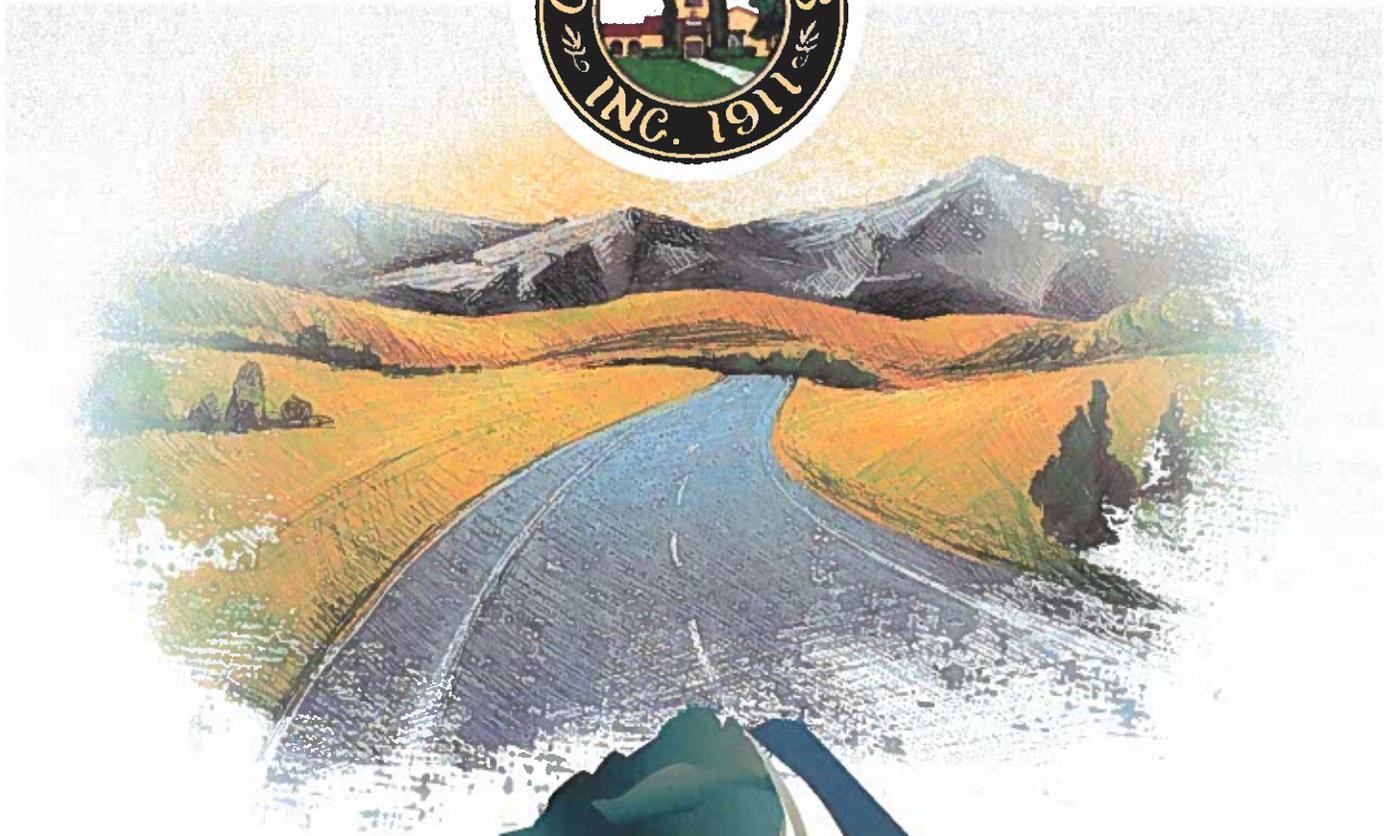
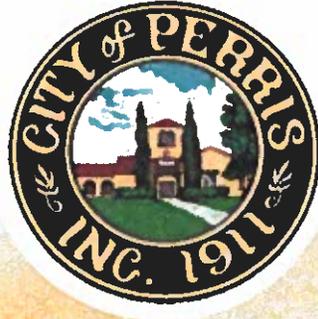
I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the 25th day of October 2022, and that is was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
City Clerk, Nancy Salazar

ATTACHMENT 2

**ETHANAC BRIDGE, OVER SAN JACINTO
RIVER FACTSHEET**



**Connecting Communities
Advancing the Region**
Ethanac Expressway

***Ethanac Bridge, over San Jacinto River
Community Project Funding Request***



October XX, 2022

The Honorable Mark Takano
 Member, United States House of Representatives
 420 Cannon House Office Building
 Washington, D.C. 20515



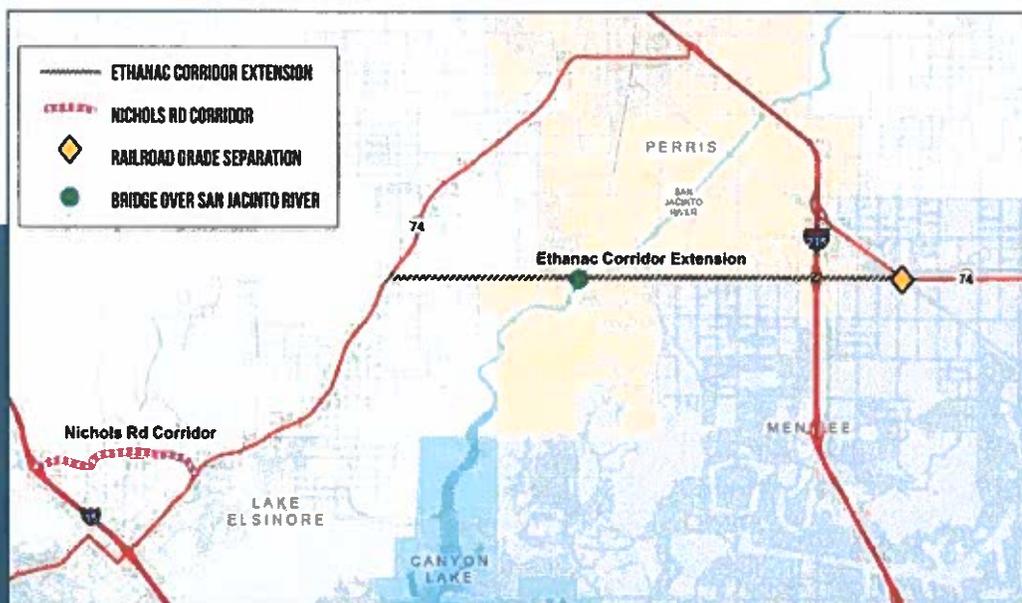
**RE: Community Project Funding Request
 Ethanac Bridge over San Jacinto River**

Dear Representative Takano:

As Mayor of the city of Perris and on behalf of 78,700 residents that make up our beautifully diverse city, I write to you to outline the Ethanac Road Bridge over San Jacinto River, currently, one of the city's top priorities and, respectfully, request your consideration of a Community Project Funding Request in the amount of \$6 million to offset the construction funding gap.

The City of Perris, like many cities throughout the state and country, is struggling to advance projects that lack dedicated funding sources but have the capacity to create meaningful change, safeguard critical assets and deliver equitable solutions to some of our most pressing needs. The Ethanac Road Bridge over San Jacinto River is a project that has advanced pre-construction phases, funded through local and regional funding sources, but currently has a \$6 million (or is it a \$12 million) construction funding gap.

The Ethanac Expressway Corridor is a key regional transportation plan spanning between Interstate 15, Interstate 215 and State Highway 74 in the City of Perris, Riverside County, California. The project is a multi-benefit corridor providing an active transportation route; addressing the impacts of climate change through an alternate route during wildfires, flooding events, and/or I-215 major incidents; the project also enhances freight and goods movement through congestion relief; enhances tourism access to local destination and attractions; and integrates housing, land-use and transportation elements by promoting access between housing and job centers.



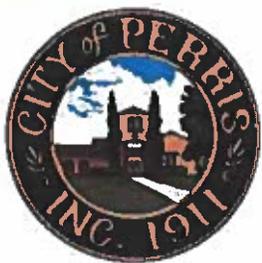
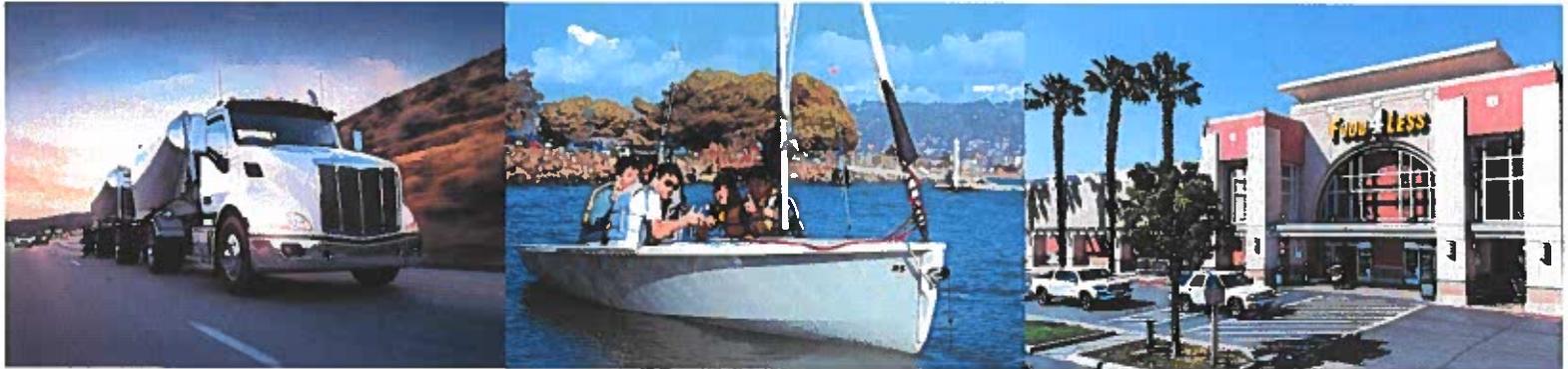
Phase-I

Ethanac Road Bridge over San Jacinto River will construct a 450' four-lane bridge over the San Jacinto River, a 3,500' extension of Ethanac Road eastward, a 10' wide multi- purpose trail, and 5' bicycle lane.

Completion of first portion of the project will greatly benefit the region by removing XX acres from the flood plain, paving the path for orderly development. The new bridge will advance the Ethanac Expressway Corridor, completing one of the nine Ethanac Expressway Corridor project components. Recently, in 2020, the City of Perris completed the widening of Ethanac Road between Goetz Rd. and I -215, further advancing the Corridor plan.

The Western Riverside Council of Governments (WRCOG) and City of Perris made an initial cost estimate of \$8 million for Phase-I of the Corridor. Since then, increased standards for design and inflation have created the need for an additional \$11 million (\$12 million or \$11 million ?) in funding requirements. We are requesting Federal funds to offset a portion of this cost increase.

Construction of the Ethanac Bridge will be completed through a public/private partnership between applicable regional transportation agencies and landowners along the corridor. On the public side, three main agencies including the **City of Perris**, the **Western Riverside Council of Governments** and the **Riverside County Transportation Commission (RCTC)** will complete the design, planning and management of the project.



Richland Communities, a major landowner within the region and is the private partner to public agencies listed above and is actively and financially participating in Phase-I construction of the Ethanac Corridor. Richland Communities has already spent \$1 million in design and permitting of Phase-I to date and has committed another \$500,000 to complete permitting.

Phase-I



PROPOSED PROJECT:

- New 4-Lane (2-lanes in each direction), 450' long bridge across San Jacinto River (no bridge or crossing exists today)
- Includes 10' multi-purpose trail and 5' bike lane
- Extension of Ethanac Roadway Improvements 3500' easterly of the proposed bridge

STATUS

- Environmental review and IS/MND: Completed 12/3/2021
- Construction and agency permitting: In process, anticipated 12/2022 ("Shovel Ready")
- Design completion by December 30, 2022 (?)
- Start of Construction: March 2023

BENEFITS

- Removes +3,000 acres of property from the flood plain, within the City of Perris and County of Riverside
- Promotes the orderly development of land, with the potential for +13,000 residential units & +1M square feet of commercial and retail uses - job creation.
- Reduces greenhouse gas emissions and fights climate change by shortening travel distances by 4.5 miles (Corridor benefits); alleviates traffic flow from the SR-74 and I-215; and provides alternate route for first responders and commuters.
- Improves access to local tourism attractions, such as skydiving, railway museum, baseball field of dreams and paintballing.

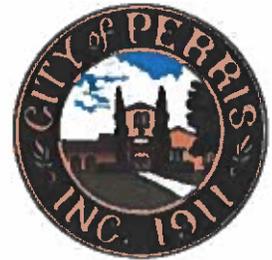
Phase-I

Construction of the Ethanac Bridge advances the region's Ethanac Expressway Corridor Plan, while providing access to existing communities that are cut off from essential emergency services during a major disaster. The Ethanac Bridge, once completed will reduce congestion, improve air quality by reducing idling, and shortening driving distances, provide additional housing opportunities to address the housing shortages, and will be a source of job creation through orderly development. For these aforementioned reasons and benefits, the City of Perris respectfully requests your favorable consideration of the Community Project Funding Request for the Ethanac Bridge.

Sincerely,

Michael Vargas

Michael Vargas
Mayor,
City of Perris



Funding Project Request Requirements

Recipient/Requestor

The City of Perris, Riverside County, California

– a political subdivision of the State of California (local government).

101 N. "D" Street
Perris, California 92570
Clara Miramontes, City Manager
951.943.6100

Amount of Request

\$6,000,000.00

Use of Funding/Purpose

Construction activities of the "Ethanac Bridge," a new four-lane (2 lanes in each direction), 450' in length bridge spanning the San Jacinto River in Perris, Riverside County, California. The new bridge includes a 10' wide multi-purpose trail below, and 5' bicycle lane on the bridge surface.

Status of Project

Environmental, design, and right of way acquisition has been completed; construction environmental agency permits are anticipated by December 2022. Construction can commence in March 2023.

Construction time is 18-months (completion anticipated in September 2024).

Justification

The Ethanac bridge over the San Jacinto River will provide the following benefits to the City of Perris and neighboring communities, while advancing the implementation of the Ethanac Expressway Corridor Plan.

- The bridge will provide an additional ingress/egress point to Central Western Riverside County region, allowing for the orderly development while improving the east/west traffic flow.
- As flood and fire events become more common due to climate change, cities and planning agencies need to be pro-active when it comes to emergency response and resilience planning. The Ethanac bridge will provide an evacuation route in the event of fire, flooding, and/or other type of emergency. The Ethanac Bridge route goes over the Perris Valley Storm Drain which captures regional floodwaters from both the March Air Reserve Base as well as the San Jacinto River. Much of the area to the west of the Ethanac Bridge is hilly rural areas that may be prone to wildfires. Currently, there is only one evacuation route (to the west) for these communities. The completion of the Ethanac Bridge would give these communities another evacuation route during a major emergency, as well as providing first responders with another access point.
- Climate change creates the need to find innovative solutions to reduce greenhouse gas emissions. This is the case with the Ethanac Bridge over the San Jacinto River. The bridge will alleviate traffic flows off of I-215 by providing a new east/west traffic route, reduce traffic idling and travel time, and providing safe alternative modes of transportation through the multi-modal trail, greatly reducing GHG.
- The Ethanac Bridge over the San Jacinto River advances the Ethanac Expressway Corridor Plan, a 12-mile connection between I-15, I-125, and SR-74, traversing through the cities of Lake Elsinore, Menifee, Perris and the unincorporated County of Riverside, by implementing one of the nine Ethanac Expressway Corridor project components.
- The bridge will remove XX acres of developable land from the flood plain, promoting orderly land development, addressing housing shortages, while improving local economies and social equity through job creation.

Funding Project Request Requirements

Total Project Cost (breakdown by project phase, provide funding sources, and construction funding gap.

In 2018, WRCOG TUMF cost estimate was \$18.9 million for Phase-1. Since then, changes in design standards, and inflation, increased the construction cost to \$30.9 million. Creating a construction funding gap of \$12 million.

Matching Funds

The City's CPFR for this project represents 19.41% of the total \$30.9 million estimated project costs. The remaining 80.59% of project costs will come from local, and private funding sources. Matching amounts from local and private sources have been obtained using a combination of City of Perris local funds, Western Riverside Council of Governments (WRCOG) funding through the Transportation Uniform Mitigation Fee, and development impact fees provided by Richland Communities.

Project Background

The Ethanac Expressway Corridor will be developed in multiple phases/segments, spanning west of SR-74, I-215 and connecting to I-15, providing improved access to the unincorporated Riverside County, and the cities of Perris, Menifee, and Lake Elsinore.

The City of Perris has completed one of the Expressway Corridor components, the Ethanac Road Widening from Goetz Rd. to I-215. The construction of the Ethanac Bridge over the San Jacinto River will be second Ethanac Expressway Corridor component completed by the City of Perris, furthering the region's implementation of this important east-west corridor with multiple regional benefits.

Riverside County in cooperation with the Riverside County Transportation Commission, and Caltrans are working on the Pre-Environmental Phase (PSR/PDS) of the I-215/Ethanac Rd. Interchange Improvements, one of the nine Expressway Corridor components. Sequentially, and independently and/or cooperatively, the member cities and County will work to implement the ultimate Ethanac Expressway Corridor Plan.

For the City of Perris, the Ethanac Expressway Corridor will have major benefits that provide improved regional connectivity, facilitate the construction of 13,000 residential single family and multi-family housing units, addressing the housing shortage in California, and will promote the development of one million square feet of new commercial/retail space. This commercial/retail space will provide local jobs opportunities that reduce commuting to out of the county job centers, while improving the local economy and quality of life.

More importantly, the Ethanac Bridge over San Jacinto River will provide the much needed emergency access route that currently does not exist. During major flooding events, increasing in frequency because of climate change conditions, residents and first responders are required to travel north/south to I-215 or Hwy. 74. The Ethanac Bridge over the San Jacinto River addresses emergency access in the event of a fire, flooding event, and/or other type of highway incident.

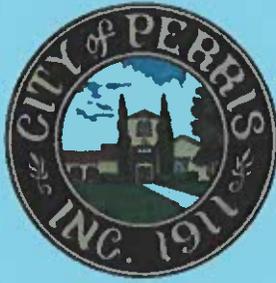
Travel distance and time as a result of the Ethanac Expressway Corridor will reduce travel from 16.5 miles to 12 miles, and will save time from 25-40 minutes to 18-30 minutes, essential response time for first responders.

Funding Project Request Requirements

Programmatic Funding Discussion

U.S. Department of Transportation (DOT) programs provided through the Infrastructure Investment and Jobs Act ("IIJA") have been explored by the City of Perris. Eligibility of formula-provided funding to the State of California through the DOT Federal Highway Administration's Federal Bridge Program have been discussed with DOT personnel. The City is currently developing an eligibility study for the project to be presented for California Department of Transportation (CalTrans) approval.

Other agency programs have been explored by the City of Perris, however, all other such funding programs are only available to bridge retrofit programs (existing structures).



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: October 25, 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 October 25, 2022 through November 24, 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, May 10, 2022, May 31, 2022, June 14, 2022, July 12, 2022, July 26, 2022, August 9, 2022, August 30, 2022 and September 27, 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, Resolution Number 5975, Resolution Number 5984, Resolution Number 6004, Resolution Number 6009, Resolution Number 6017, Resolution Number 6028, Resolution Number 6030 and Resolution Number 6046 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, October 25, 2022 through November 24, 2022. 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 WB
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 OCTOBER 25, 2022 AND ENDING NOVEMBER 24, 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, Resolution Number 5975 on May 10, 2022, Resolution Number 5984 on May 31, 2022, Resolution Number 6004 on June 14, 2022, Resolution Number 6009 on July 12, 2022, Resolution Number 6017 on July 26, 2022, Resolution Number 6028 on August 9, 2022, Resolution Number 6030 on August 30, 2022 and Resolution Number 6046 on September 27, 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 October 25, 2022 and shall be effective until the earlier of (i) November 24, 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 25th day of October, 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 25th day of October 2022, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: October 25, 2022

SUBJECT: Restoration of the November 8, 2022, Regular City Council Meeting by Rescinding the Prior Cancellation thereof.

REQUESTED ACTION: Approve the restoration of the November 8, 2022, Regular City Council Meeting by rescinding the prior cancellation thereof.

CONTACT: Saida Amozgar, Director of Administrative Services *SA*

BACKGROUND/DISCUSSION:

At the January 11, 2022 City Council meeting the City Council was presented with, and approved, the intended meeting cancellations for the 2022 calendar year. Included on the list of cancellations was the Tuesday, November 8, 2022 regular meeting, due to Election Day. At a Special City Council meeting held on August 24, 2022 the City Council canceled the City of Perris Municipal Election due to a lack of nominees.

Staff recommends that the City Council restore the November 8, 2022, Regular City Council Meeting by rescinding the prior cancellation of the November 8, 2022 regular City Council meeting.

BUDGET (or FISCAL) IMPACT: None

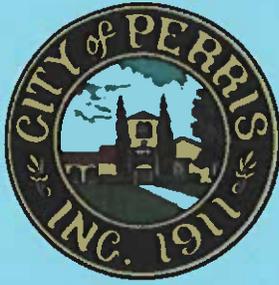
Prepared by: Judy L. Haughney, Assistant City Clerk

REVIEWED BY:

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

Attachments:

Consent: October 25, 2022
 Public Hearing:
 Business Item:
 Presentation:
 Other:



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: October 25, 2022

SUBJECT: **Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 50**
 Owner(s): IDIG Rider Distribution Center
 APN(s): PM 37437: 303-170-004, 303-170-005, 303-170-011, and 303-170-014, located on the north east corner of Rider Street and Redlands Avenue.
 PM 37438: 303-160-002, 303-160-003, 303-160-007, and 303-160-009, located on the south east corner of Morgan Street and Redlands Avenue.
 Project: PM 37437 and PM 37438- Industrial Buildings

REQUESTED ACTION: **Adopt a Resolution of Intention** to Annex Territory to CFD 2001-3 and setting a public hearing date of November 29, 2022

CONTACT: Matthew Schenk, Director Finance 

BACKGROUND/DISCUSSION:

PM 37437 (“Rider 2”) is a construction consisting of an 806,351 sq .ft. industrial building on 39 acres at the N/E corner of Rider Street and Redlands Avenue; and PM 37438 (“Rider 4”) is a construction of a 567,098 sq. ft. industrial building on 33 acres at the S/E corner of Morgan Street and Redlands Avenue, within the Perris Valley Commerce Center (PVCC) Specific Plan (See attached Boundary Map).

In early 2002, the City Council formed Community Facilities District 2001-3 (North Perris Public Safety) (the “Original District”), for the purpose of paying for additional public safety and fire protection services within the area services by the Original District. On June 10, 2002, the qualified electors within the Original District approved by more than a two-thirds (2/3) vote the proposition of levying a special tax within the Original District. The Original District encompassed certain developments, including the “Villages of Avalon” and “May Farms” developments. Subsequently, several other developments were annexed to the District and adopted the special taxes to be levied therein (the “Annexations” and, together with the Original District, the “District”). Other development and commercial projects in the City will be annexed to the District in the future.

The property owners of the parcels listed on the map attached to the following Resolution has filed a petition requesting annexation to the District and waiving the notice and time periods for the election as permitted by the Mello-Roos Community Facilities Act of 1982.

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for November 29, 2022 regarding the proposed annexation. An election will be held following the public hearing. At that time, the landowner will vote on annexing their property to the District and levying special taxes within their District. The special tax levy for Fiscal Year 2022-23 is \$371.48 for Single-Family Residential Units, \$74.29 for Multi-Family Residential Units, and \$1,485.95 per Acre for Non-Residential Parcels. For each subsequent fiscal year following Fiscal Year 2022-2023, the Maximum Special Tax may be increased by an amount not to exceed two percent (2.00%) per year.

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 LB
Deputy City Manager ER

Attachments:

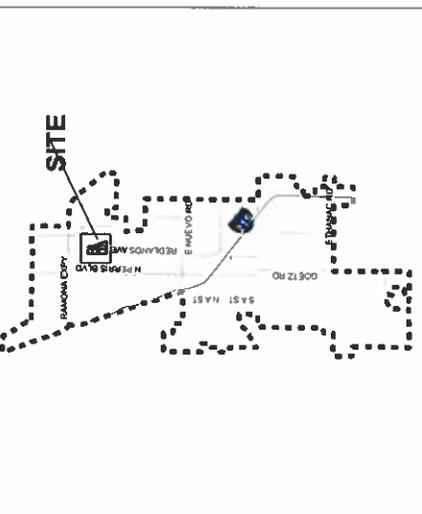
1. Boundary Map
2. Perris CFD 2001-3 Annexation No. 50 Resolution of Intention

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

ATTACHMENT 1

BOUNDARY MAP

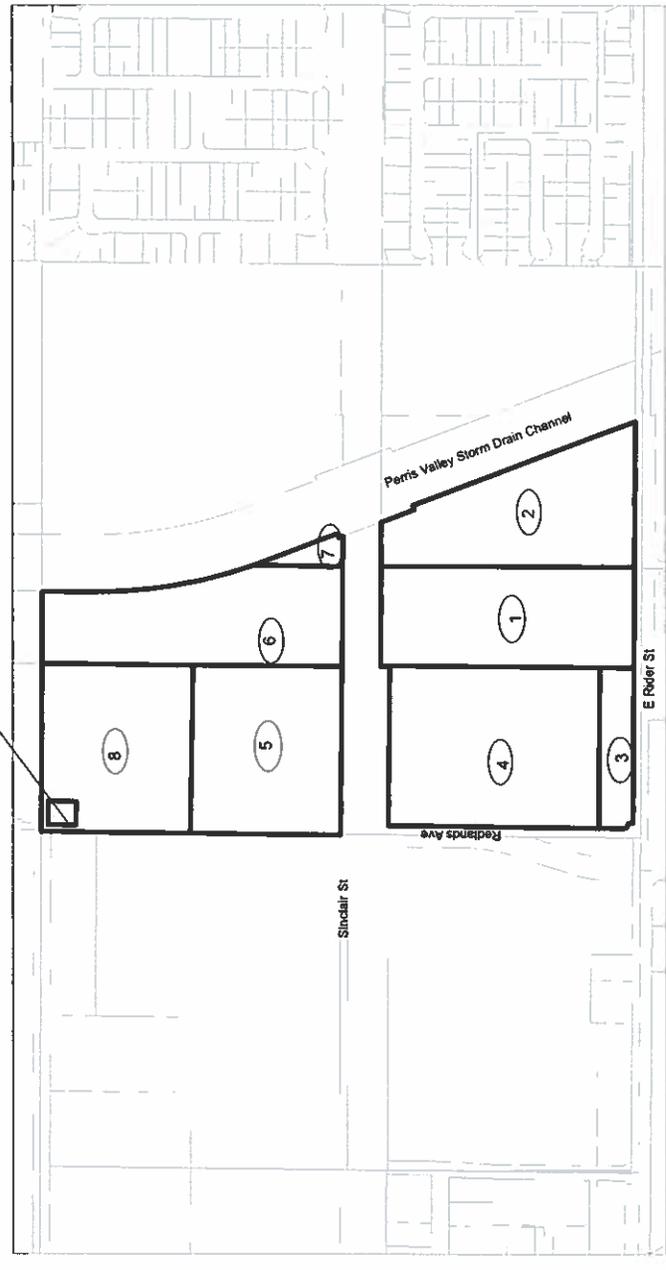
ANNEXATION MAP NO. 50 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
Rider 2	
1	303-170-004
2	303-170-005
3	303-170-011
4	303-170-014
Rider 4	
5	303-160-002
6	303-160-003
7	303-160-007
8	303-160-009

Not a Part



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. 50 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 _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____ IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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

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

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

Legend
 MAP REFERENCE NUMBER
 CITY OF PERRIS BOUNDARY

WILLDAN
 27268 VIA INDUSTRIA, SUITE #200
 TEMECULA, CA 92590
 (951) 587-3500

ATTACHMENT 2

PERRIS CFD 2001-3 ANNEXATION NO. 50 RESOLUTION OF INTENTION

RESOLUTION NUMBER 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 ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 50]

WHEREAS, the City Council (the “Council”) of the City of Perris, California (the “City”), on December 11, 2001, has adopted its resolution of intention (the “Resolution of Intention”) stating its intention to form Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (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, within the territory described more fully on the map entitled “Boundary Map, County of Riverside, California, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris,” a copy of which is on file with the City Clerk of the City of Perris; and

WHEREAS, on January 29, 2002, the Council adopted Resolution No. 2912 (“Resolution 2912”) which established the District and called an election within the District on the proposition of levying a special tax; and

WHEREAS, on June 10, 2002, an election was held within the District at which the qualified electors approved by more than a two-thirds (2/3) vote the proposition of levying a special tax pursuant to a special tax formula (the “Rate and Method of Apportionment”) as set forth in Resolution No. 2912 and attached hereto and incorporated herein as Exhibit “A”, showing the tax levels in fiscal year 2005-06 and certain changes to indicate commencement of the levy the special tax; and

WHEREAS, the Council has heretofore adopted an Ordinance (the “Ordinance”) which provided for the levying and collection of special taxes (the “Special Taxes”) within the District, as provided in the Act and the Ordinance in accordance with the Rate and Method of Apportionment; and

WHEREAS, a petition (the “Petition”) requesting the institution of proceedings for annexation to the District signed by the landowner within the proposed territory to be annexed (the “Property”) as more fully described in Exhibit “B”, attached hereto and incorporated herein, has been received, filed with and accepted by the City Clerk of the City of Perris; and

WHEREAS, the Council has duly considered the admissibility and necessity of instituting proceedings to annex the Property to the District under and pursuant to the terms and conditions and provisions of Article 3.5 of the Act, commencing with Government Code Section 53339; and

WHEREAS, the Council has determined to institute proceedings for the annexation of such Property to the District, and has determined to (a) set forth the boundaries of the territory which is proposed for annexation to the District, (b) state the public services to be provided in and for the Property, (c) specify the special taxes to be levied with the Property, and (d) set a date, time and place for a public hearing relating to the annexation of the Property to the District and the levy of special tax therein to pay for such public facilities.

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

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

Section 2. It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled "Annexation Map No. 50 to Community Facilities District No. 2001-3 (North Perris Public Safety)" that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit "B". The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

Section 3. It is the intention of the Council to order the financing of (1) fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; (2) police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto (collectively, the "Services"); and (3) the incidental expenses to be incurred in connection with financing the Services and forming and administering the District (the "Incidental Expenses"). The Services are public services that the City or a public agency is authorized by law to contribute revenue to or to provide. A description of the types of Services to be financed is set forth in Resolution No. 2912 and incorporated herein by reference. The Services to be financed by or on behalf of the District are necessary to meet increased demand upon the City and other public agencies as a result of development occurring within the boundaries of the Property. The Property, on a per unit basis, will share in the cost of the Services in the same proportion as units with the existing District pursuant to the Rate and Method of Apportionment.

The final nature and location of the Services will be determined upon the preparation of final plans and specifications which may show substitutes in lieu of, or modifications to, the proposed Services. Any such substitution shall not be deemed a change or modification of the Services so long as the substitution provides a service substantially similar to the Services.

Section 4. It is the intention of the City Council that, except where funds are otherwise available, a special tax sufficient to pay for the Services and the Facilities, including the repayment of funds advanced to the District, annual administration expenses in determining, apportioning,

levying and collecting such special taxes, secured by recordation of a continuing lien against all non-exempt real property within the boundaries of the Property, will be levied annually on land within the boundaries of the Property. The Rate and Method of Apportionment shall remain unchanged as a result of the proposed annexation, except that the conditions to commencement of the tax have been met. The Property will be subject to the Special Tax pursuant to the Rate and Method of Apportionment. The special tax as apportioned to each parcel within the Property is fairly apportioned as determined by the City Council and as permitted by Section 53339.3 of the Act, and the apportionment of the special tax is not on or based upon the value or ownership of real property.

Section 5. Notice is hereby given that on the 29th day of November 2022, at the hour of 6:30 p.m., or as soon thereafter as is practicable, in the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570, a public hearing will be held at which the City Council, as the legislative body of the District, shall consider the proposed annexation of the Property and all other matters as set forth in this Resolution of Intention. At the above-mentioned time and place for such public hearing, any persons interested, including all taxpayers, property owners and registered voters within the District and the Property proposed to be annexed, may appear and be heard, and such testimony for or against the proposed annexation will be heard and considered.

Section 6. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of such proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for such public hearing, and any written protest may be withdrawn in writing at any time before the conclusion of such public hearing. If written protests against the proposed annexation are filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the existing District, or by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the Property proposed to be annexed, or by owners of one-half (1/2) or more of the area of land included within the existing District, or by owners of one-half (1/2) or more of the area of land proposed to be annexed to the District, the proceedings shall be abandoned as to those matters receiving a majority protest.

Section 7. If, following the public hearing described herein, the Council determines to annex the Property to the District and levy a special tax thereon, the Council shall then submit the annexation of the Property and levy of the special tax to the qualified voters of the Property. If at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have been registered to vote within the territory of the Property for each of the ninety (90) days preceding the close of the public hearing, the vote shall be by registered voters residing within the Property, with each voter having one (1) vote. Otherwise, the vote shall be a mail ballot election, consistent with Section 53327.5 of the Act, by the landowners of the Property who are owners of record at the close of the public hearing, with each landowner having one (1) vote for each acre or portion of an acre of land owned within the Property. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

Section 8. The City may accept advances of funds or work-in-kind from any sources, including, but not limited to, private persons or private entities, for any authorized purpose,

including, but not limited to, paying the cost incurred in annexing the Property to the District. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the Council, with or without interest.

Section 9. The City Clerk is hereby directed, to the extent that such notice is required, to publish a notice (“Notice”) of the hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text of this Resolution, state the time and place of the hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed District as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 10. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and **APPROVED** this 25th day of October, 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 25th day of October,
2022, by the following called vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

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

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A. BASIS OF SPECIAL TAX LEVY

A Special Tax shall be levied on all Taxable Property in Community Facilities District No. 2001-3 ("District"), North Perris Public Safety of the City of Perris and collected each fiscal year commencing in Fiscal Year 2005/06 in an amount determined by the Council through the application of this Rate and Method of Apportionment of the Special Tax. All of the real property in the District 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 the District 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.

City means the City of Perris, California.

Council means the City Council of the City of Perris as the legislative body for the District under the Act.

County means the County of Riverside, California.

RESOLUTION NUMBER XXXX

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 Residential 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 the District based on the last equalized tax rolls of the County.

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 the District if the District were not in existence.

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

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

Special Tax(es) means any tax levy under the Act in the District.

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

C. DURATION OF THE SPECIAL TAX

Duration of Special Tax for Taxable Property in the District shall remain subject to the Special Tax in perpetuity.

D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES

1. Classification of Parcels

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

2. Maximum Special Tax Rates

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

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

On July 1st of each fiscal year, commencing July 1, 2006, the Maximum Special Tax Rates shall be increased in accordance with the Annual Tax Escalation Factor.

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 A.
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 the District.

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.

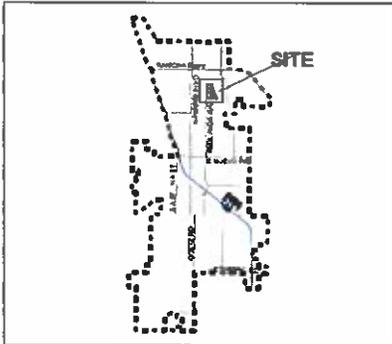
Exhibit B

COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 50

BOUNDARY MAP

SHEET 1 OF 1

VICINITY MAP



ANNEXATION MAP NO. 50 TO
COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
Rider 2	
1	303-170-004
2	303-170-005
3	303-170-011
4	303-170-014
Rider 4	
5	303-160-002
6	303-160-003
7	303-160-007
8	303-160-009

Not a Part

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. 50, TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF PERRIS

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

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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

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

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

Legend

- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



WILLDAN

27368 VIA INDUSTRIAL, SUITE #200
TEMECULA, CA 92590
(951) 847-3500





CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

10.1.

MEETING DATE: October 25, 2022

SUBJECT: **Annexation of parcels into CFD 2018-02 (Public Services District) – Annexation No. 12**
Owner(s): IDIG Rider Distribution Center
APN(s): PM 37437: 303-170-004, 303-170-005, 303-170-011, and 303-170-014, located on the north east corner of Rider Street and Redlands Avenue.
PM 37438: 303-160-002, 303-160-003, 303-160-007, and 303-160-009, located on the south east corner of Morgan Street and Redlands Avenue.
Project: PM 37437 and PM 37438- Industrial Buildings

REQUESTED ACTION: **Adopt a Resolution of Intention** to Annex Territory to CFD 2018-02 and setting a public hearing date of November 29, 2022

CONTACT: Matthew Schenk, Director Finance 

BACKGROUND/DISCUSSION:

PM 37437 (“Rider 2”) is a construction consisting of an 806,351 sq .ft. industrial building on 39 acres at the N/E corner of Rider Street and Redlands Avenue; and PM 37438 (“Rider 4”) is a construction of a 567,098 sq. ft. industrial building on 33 acres at the S/E corner of Morgan Street and Redlands Avenue, within the Perris Valley Commerce Center (PVCC) Specific Plan (See attached Boundary Map).

In 2018, the City Council formed Community Facilities District 2018-02 (Public Services District) (the “Original District”), for the purpose of funding maintenance for the Perris Valley Trail system. On November 13, 2018, the qualified electors within the Original District approved by more than a two-thirds (2/3) vote the proposition of levying a special tax within the Original District. Other industrial and commercial projects in the City are to be annexed to the District as they are developed.

The property owners of the parcels listed on the map attached to the following Resolution has filed a petition requesting annexation to the District and waiving the notice and time periods for the election as permitted by the Mello-Roos Community Facilities Act of 1982.

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for November

29, 2022 regarding the proposed annexation. An election will be held following the public hearing. At that time, the landowner will vote on annexing their property to the District and levying special taxes within their District. The special tax levy for Fiscal Year 2022-23 is \$21.06 per 1,000 square feet of floor area for taxable developed parcels. For each subsequent fiscal year following Fiscal Year 2022-2023, the Maximum Special Tax may be increased by an amount not to exceed the greater of two percent (2.00%) or Consumer Price Index ("CPI") per year.

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 WB
Deputy City Manager EL

Attachments:

1. Boundary Map
2. Perris CFD 2018-02 Annexation No. 12 Resolution of Intention

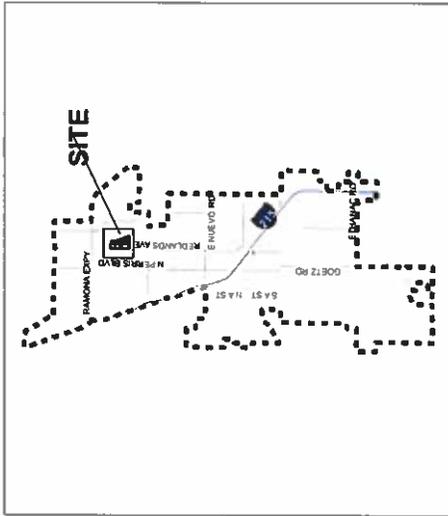
Consent: x
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

BOUNDARY MAP

ANNEXATION MAP NO. 12 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

VICINITY MAP



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
Rider 2	
1	303-170-004
2	303-170-005
3	303-170-011
4	303-170-014
Rider 4	
5	303-160-002
6	303-160-003
7	303-160-007
8	303-160-009

Not a Part

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. 12, 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. _____.

CITY CLERK
CITY OF PERRIS

FILED THIS _____ AM, IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____ IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

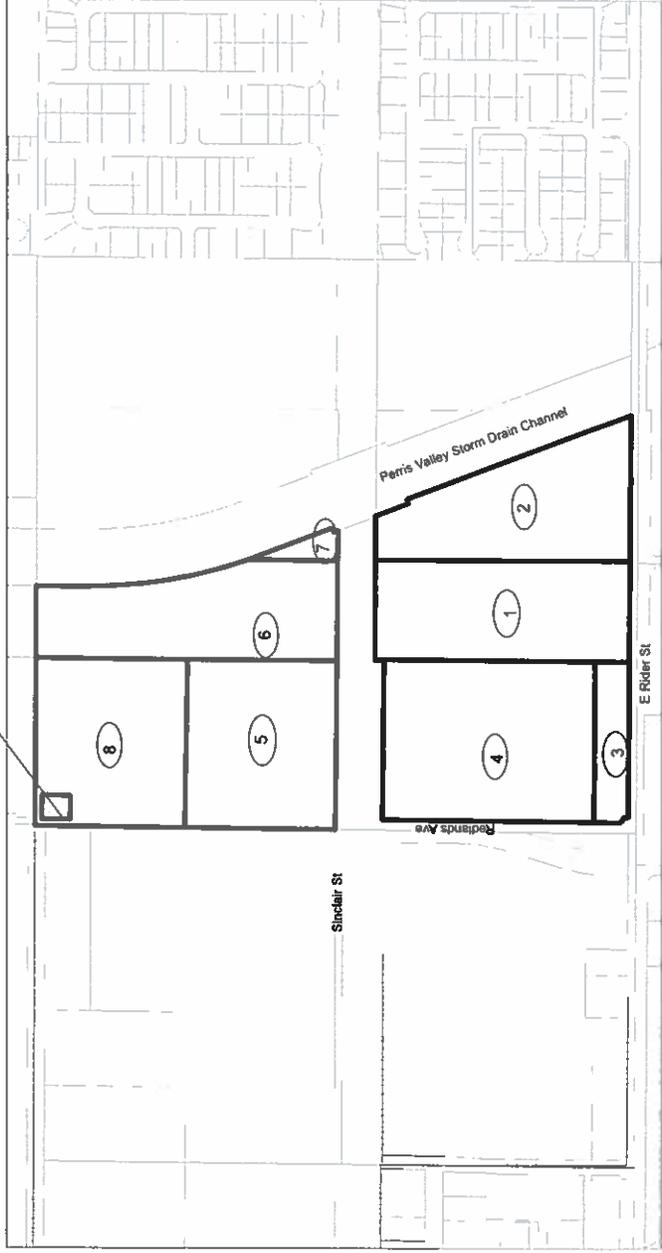
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 25, 2018, IN BOOK 83 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 28 AS INSTRUMENT NUMBER 2018-0421849.

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



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



ATTACHMENT 2

**PERRIS CFD 2018-2 ANNEXATION NO. 12
RESOLUTION OF INTENTION**

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 12]

WHEREAS, the City Council (the “Council”) of the City of Perris, California (the “City”), on September 25, 2018, adopted Resolution No. 5366 (the “Resolution of Formation”) stating its intention to form Community Facilities District No. 2018-02 (Public Services District) of the City of Perris (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, within the territory described more fully on the map entitled “Proposed Boundaries of City of Perris, Community Facilities District No. 2018-02 (Public Services District), County of Riverside, State of California” a copy of which is on file with the City Clerk of the City of Perris; and

WHEREAS, on November 13, 2018, the Council adopted Resolution No. 5402 which established the District and called an election within the District on the proposition of levying a special tax; and

WHEREAS, on November 13, 2018, an election was held within the District at which the qualified electors approved by more than a two-thirds (2/3) vote the proposition of levying a special tax pursuant to a special tax formula (the “Rate and Method of Apportionment”) as set forth in Resolution No. 5402 and attached hereto and incorporated herein as Exhibit “A”, showing the tax levels in fiscal year 2018-19 and certain changes to indicate commencement of the levy the special tax; and

WHEREAS, the Maximum Special Taxes in Fiscal Year 2022-23 is \$21.06 per 1,000 square feet of floor area based on the Consumer Price Index as specified in the Rate and Method of Apportionment.

WHEREAS, the Council has heretofore adopted an Ordinance (the “Ordinance”) which provided for the levying and collection of special taxes (the “Special Taxes”) within the District, as provided in the Act and the Ordinance in accordance with the Rate and Method of Apportionment; and

WHEREAS, a petition (the “Petition”) requesting the institution of proceedings for annexation to the District signed by the landowner within the proposed territory to be annexed (the “Property”) as more fully described in Exhibit “B”, attached hereto and incorporated herein, has been received, filed with and accepted by the City Clerk of the City of Perris; and

WHEREAS, the Council has duly considered the admissibility and necessity of instituting proceedings to annex the Property to the District under and pursuant to the terms and conditions and provisions of Article 3.5 of the Act, commencing with Government Code Section 53339; and

WHEREAS, the Council has determined to institute proceedings for the annexation of such Property to the District, and has determined to (a) set forth the boundaries of the territory which is proposed for annexation to the District, (b) state the public services to be provided in and for the Property, (c) specify the special taxes to be levied with the Property, and (d) set a date, time and place for a public hearing relating to the annexation of the Property to the District and the levy of special tax therein to pay for such public facilities.

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

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

Section 2. It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled "Annexation Map No. 12 to Community Facilities District No. 2018-02 (Public Services District)" that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit "B". The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

Section 3. It is the intention of the Council to order the financing 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. The Services are public services that the City or a public agency is authorized by law to contribute revenue to or to provide. A description of the types of Services to be financed is set forth in Resolution No. 5402 and incorporated herein by reference. The Services to be financed by or on behalf of the District are necessary to meet increased demand upon the City and other public agencies as a result of development occurring within the boundaries of the Property. The Property, on a per unit basis, will share in the cost of the Services in the same proportion as units with the existing District pursuant to the Rate and Method of Apportionment.

The final nature and location of the Services will be determined upon the preparation of final plans and specifications which may show substitutes in lieu of, or modifications to, the

proposed Services. Any such substitution shall not be deemed a change or modification of the Services so long as the substitution provides a service substantially similar to the Services.

Section 4. It is the intention of the City Council that, except where funds are otherwise available, a special tax sufficient to pay for the Services and the Facilities, including the repayment of funds advanced to the District, annual administration expenses in determining, apportioning, levying and collecting such special taxes, secured by recordation of a continuing lien against all non-exempt real property within the boundaries of the Property, will be levied annually on land within the boundaries of the Property. The Rate and Method of Apportionment shall remain unchanged as a result of the proposed annexation, except that the conditions to commencement of the tax have been met. The Property will be subject to the Special Tax pursuant to the Rate and Method of Apportionment. The special tax as apportioned to each parcel within the Property is fairly apportioned as determined by the City Council and as permitted by Section 53339.3 of the Act, and the apportionment of the special tax is not on or based upon the value or ownership of real property.

Section 5. Notice is hereby given that on the 29th day of November, 2022, at the hour of 6:30 p.m., or as soon thereafter as is practicable, in the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570, a public hearing will be held at which the City Council, as the legislative body of the District, shall consider the proposed annexation of the Property and all other matters as set forth in this Resolution of Intention. At the above-mentioned time and place for such public hearing, any persons interested, including all taxpayers, property owners and registered voters within the District and the Property proposed to be annexed, may appear and be heard, and such testimony for or against the proposed annexation will be heard and considered.

Section 6. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of such proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for such public hearing, and any written protest may be withdrawn in writing at any time before the conclusion of such public hearing. If written protests against the proposed annexation are filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the existing District, or by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the Property proposed to be annexed, or by owners of one-half (1/2) or more of the area of land included within the existing District, or by owners of one-half (1/2) or more of the area of land proposed to be annexed to the District, the proceedings shall be abandoned as to those matters receiving a majority protest.

Section 7. If, following the public hearing described herein, the Council determines to annex the Property to the District and levy a special tax thereon, the Council shall then submit the annexation of the Property and levy of the special tax to the qualified voters of the Property. If at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have been registered to vote within the territory of the Property for each of the ninety (90) days preceding the close of the public hearing, the vote shall be by registered voters residing within the Property, with each voter having one (1) vote. Otherwise, the vote shall be a mail ballot election, consistent with Section 53327.5 of the Act, by the landowners of the Property who are owners of record at the close of the public hearing, with each landowner having one (1) vote for each acre or portion of an

acre of land owned within the Property. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

Section 8. The City may accept advances of funds or work-in-kind from any sources, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying the cost incurred in annexing the Property to the District. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the Council, with or without interest.

Section 9. The City Clerk is hereby directed, to the extent that such notice is required, to publish a notice (“Notice”) of the hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text of this Resolution, state the time and place of the hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed District as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 10. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and **APPROVED** this 25th day of October, 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 25th day of October, 2022, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

Exhibit A

**RATE AND METHOD OF APPORTIONMENT FOR
CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2018-02
(PUBLIC SERVICES DISTRICT)
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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: CUURA42ISA0), 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

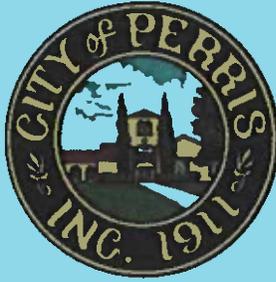
The annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary or otherwise advisable to 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.



10.J.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: October 25, 2022

SUBJECT: **Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 51**
Owner(s): First Industrial L.P.
APN(s): 300-210-030 located on the south east corner of E Rider Street and Redlands Avenue.
Project: DPR 19-00016- Industrial Building

REQUESTED ACTION: **Adopt a Resolution of Intention to Annex Territory to CFD 2001-3 and setting a public hearing date of November 29, 2022**

CONTACT: Matthew Schenk, Director Finance 

BACKGROUND/DISCUSSION:

DPR 19-00016 is a construction consisting of 338,000 sq .ft. industrial building located on the south east corner of E Rider Street and Redlands Avenue (See attached Boundary Map).

In early 2002, the City Council formed Community Facilities District 2001-3 (North Perris Public Safety) (the “Original District”), for the purpose of paying for additional public safety and fire protection services within the area services by the Original District. On June 10, 2002, the qualified electors within the Original District approved by more than a two-thirds (2/3) vote the proposition of levying a special tax within the Original District. The Original District encompassed certain developments, including the “Villages of Avalon” and “May Farms” developments. Subsequently, several other developments were annexed to the District and adopted the special taxes to be levied therein (the “Annexations” and, together with the Original District, the “District”). Other development and commercial projects in the City will be annexed to the District in the future.

The property owners of the parcels listed on the map attached to the following Resolution has filed a petition requesting annexation to the District and waiving the notice and time periods for the election as permitted by the Mello-Roos Community Facilities Act of 1982.

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for November 29, 2022 regarding the proposed annexation. An election will be held following the public hearing. At that time, the landowner will vote on annexing their property to the District and levying special taxes within their District. The special tax levy for Fiscal Year 2022-23 is \$371.48 for Single-Family Residential Units, \$74.29 for Multi-Family Residential Units, and \$1,485.95 per Acre for

Non-Residential Parcels. For each subsequent fiscal year following Fiscal Year 2022-2023, the Maximum Special Tax may be increased by an amount not to exceed two percent (2.00%) per year.

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 WB
Deputy City Manager SR

Attachments:

1. Boundary Map
2. Perris CFD 2001-3 Annexation No. 51 Resolution of Intention

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

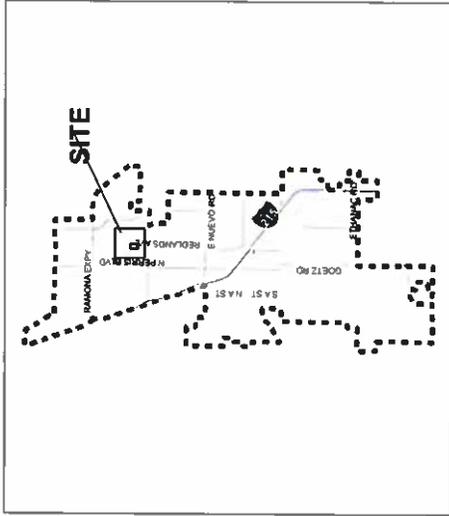
ATTACHMENT 1

BOUNDARY MAP

ANNEXATION MAP NO. 51 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



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. 51, TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

CITY CLERK _____
CITY OF PERRIS

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

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

MAP REFERENCE NUMBER 1	ASSESSOR'S PARCEL NUMBER 300-210-030
----------------------------------	--

BY DEPUTY COUNTY RECORDER _____
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 18, 2001, 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.

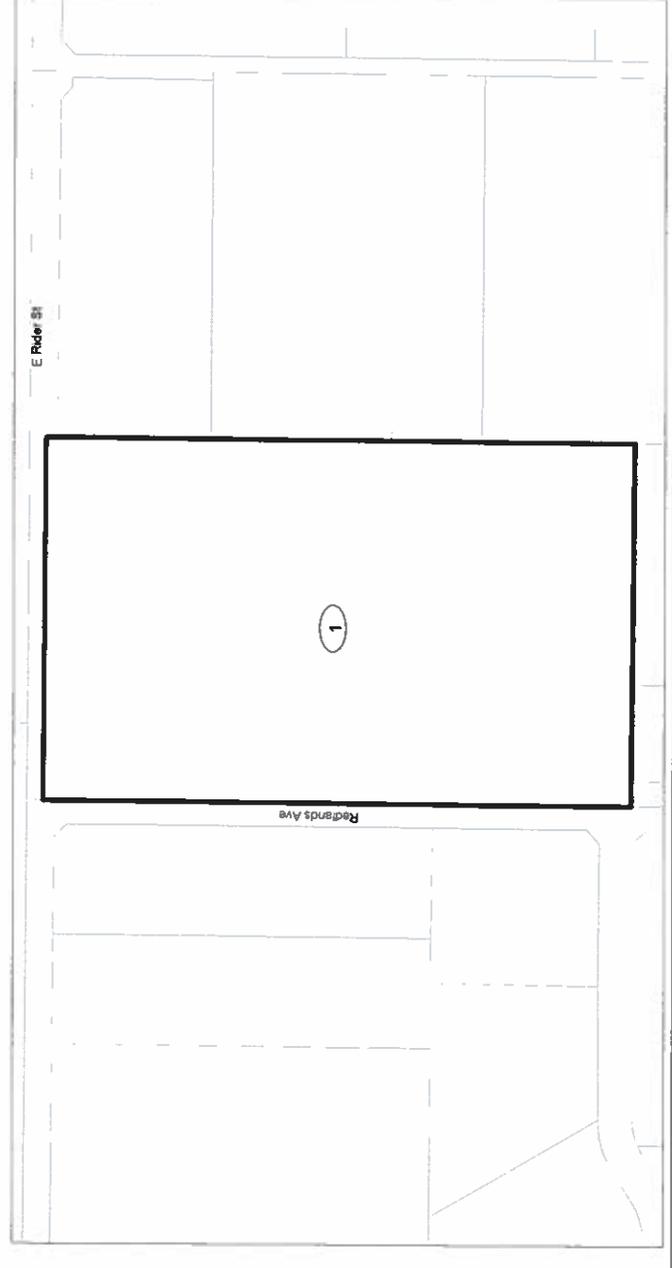
THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



27348 VIA INDUSTRIA, SUITE #200
TAMECULA, CA 92580
(951) 581-3500



ATTACHMENT 2

**PERRIS CFD 2001-3 ANNEXATION NO. 51
RESOLUTION OF INTENTION**

RESOLUTION NUMBER 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 ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 51]

WHEREAS, the City Council (the "Council") of the City of Perris, California (the "City"), on December 11, 2001, has adopted its resolution of intention (the "Resolution of Intention") stating its intention to form Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (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, within the territory described more fully on the map entitled "Boundary Map, County of Riverside, California, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris," a copy of which is on file with the City Clerk of the City of Perris; and

WHEREAS, on January 29, 2002, the Council adopted Resolution No. 2912 ("Resolution 2912") which established the District and called an election within the District on the proposition of levying a special tax; and

WHEREAS, on June 10, 2002, an election was held within the District at which the qualified electors approved by more than a two-thirds (2/3) vote the proposition of levying a special tax pursuant to a special tax formula (the "Rate and Method of Apportionment") as set forth in Resolution No. 2912 and attached hereto and incorporated herein as Exhibit "A", showing the tax levels in fiscal year 2005-06 and certain changes to indicate commencement of the levy the special tax; and

WHEREAS, the Council has heretofore adopted an Ordinance (the "Ordinance") which provided for the levying and collection of special taxes (the "Special Taxes") within the District, as provided in the Act and the Ordinance in accordance with the Rate and Method of Apportionment; and

WHEREAS, a petition (the "Petition") requesting the institution of proceedings for annexation to the District signed by the landowner within the proposed territory to be annexed (the "Property") as more fully described in Exhibit "B", attached hereto and incorporated herein, has been received, filed with and accepted by the City Clerk of the City of Perris; and

WHEREAS, the Council has duly considered the admissibility and necessity of instituting proceedings to annex the Property to the District under and pursuant to the terms and conditions and provisions of Article 3.5 of the Act, commencing with Government Code Section 53339; and

WHEREAS, the Council has determined to institute proceedings for the annexation of such Property to the District, and has determined to (a) set forth the boundaries of the territory which is proposed for annexation to the District, (b) state the public services to be provided in and for the Property, (c) specify the special taxes to be levied with the Property, and (d) set a date, time and place for a public hearing relating to the annexation of the Property to the District and the levy of special tax therein to pay for such public facilities.

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

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

Section 2. It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled "Annexation Map No. 51 to Community Facilities District No. 2001-3 (North Perris Public Safety)" that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit "B". The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

Section 3. It is the intention of the Council to order the financing of (1) fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; (2) police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto (collectively, the "Services"); and (3) the incidental expenses to be incurred in connection with financing the Services and forming and administering the District (the "Incidental Expenses"). The Services are public services that the City or a public agency is authorized by law to contribute revenue to or to provide. A description of the types of Services to be financed is set forth in Resolution No. 2912 and incorporated herein by reference. The Services to be financed by or on behalf of the District are necessary to meet increased demand upon the City and other public agencies as a result of development occurring within the boundaries of the Property. The Property, on a per unit basis, will share in the cost of the Services in the same proportion as units with the existing District pursuant to the Rate and Method of Apportionment.

The final nature and location of the Services will be determined upon the preparation of final plans and specifications which may show substitutes in lieu of, or modifications to, the proposed Services. Any such substitution shall not be deemed a change or modification of the Services so long as the substitution provides a service substantially similar to the Services.

Section 4. It is the intention of the City Council that, except where funds are otherwise available, a special tax sufficient to pay for the Services and the Facilities, including the repayment of funds advanced to the District, annual administration expenses in determining, apportioning,

levying and collecting such special taxes, secured by recordation of a continuing lien against all non-exempt real property within the boundaries of the Property, will be levied annually on land within the boundaries of the Property. The Rate and Method of Apportionment shall remain unchanged as a result of the proposed annexation, except that the conditions to commencement of the tax have been met. The Property will be subject to the Special Tax pursuant to the Rate and Method of Apportionment. The special tax as apportioned to each parcel within the Property is fairly apportioned as determined by the City Council and as permitted by Section 53339.3 of the Act, and the apportionment of the special tax is not on or based upon the value or ownership of real property.

Section 5. Notice is hereby given that on the 29th day of November 2022, at the hour of 6:30 p.m., or as soon thereafter as is practicable, in the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570, a public hearing will be held at which the City Council, as the legislative body of the District, shall consider the proposed annexation of the Property and all other matters as set forth in this Resolution of Intention. At the above-mentioned time and place for such public hearing, any persons interested, including all taxpayers, property owners and registered voters within the District and the Property proposed to be annexed, may appear and be heard, and such testimony for or against the proposed annexation will be heard and considered.

Section 6. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of such proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for such public hearing, and any written protest may be withdrawn in writing at any time before the conclusion of such public hearing. If written protests against the proposed annexation are filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the existing District, or by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the Property proposed to be annexed, or by owners of one-half (1/2) or more of the area of land included within the existing District, or by owners of one-half (1/2) or more of the area of land proposed to be annexed to the District, the proceedings shall be abandoned as to those matters receiving a majority protest.

Section 7. If, following the public hearing described herein, the Council determines to annex the Property to the District and levy a special tax thereon, the Council shall then submit the annexation of the Property and levy of the special tax to the qualified voters of the Property. If at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have been registered to vote within the territory of the Property for each of the ninety (90) days preceding the close of the public hearing, the vote shall be by registered voters residing within the Property, with each voter having one (1) vote. Otherwise, the vote shall be a mail ballot election, consistent with Section 53327.5 of the Act, by the landowners of the Property who are owners of record at the close of the public hearing, with each landowner having one (1) vote for each acre or portion of an acre of land owned within the Property. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

Section 8. The City may accept advances of funds or work-in-kind from any sources, including, but not limited to, private persons or private entities, for any authorized purpose,

including, but not limited to, paying the cost incurred in annexing the Property to the District. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the Council, with or without interest.

Section 9. The City Clerk is hereby directed, to the extent that such notice is required, to publish a notice (“Notice”) of the hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text of this Resolution, state the time and place of the hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed District as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 10. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and **APPROVED** this 25th day of October, 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 25th day of October,
2022, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

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

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A. BASIS OF SPECIAL TAX LEVY

A Special Tax shall be levied on all Taxable Property in Community Facilities District No. 2001-3 ("District"), North Perris Public Safety of the City of Perris and collected each fiscal year commencing in Fiscal Year 2005/06 in an amount determined by the Council through the application of this Rate and Method of Apportionment of the Special Tax. All of the real property in the District 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 the District 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.

City means the City of Perris, California.

Council means the City Council of the City of Perris as the legislative body for the District under the Act.

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 Residential 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 the District based on the last equalized tax rolls of the County.

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 the District if the District were not in existence.

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

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

Special Tax(es) means any tax levy under the Act in the District.

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

C. DURATION OF THE SPECIAL TAX

Duration of Special Tax for Taxable Property in the District shall remain subject to the Special Tax in perpetuity.

D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES

1. Classification of Parcels

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

2. Maximum Special Tax Rates

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

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

On July 1st of each fiscal year, commencing July 1, 2006, the Maximum Special Tax Rates shall be increased in accordance with the Annual Tax Escalation Factor.

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 A.
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 the District.

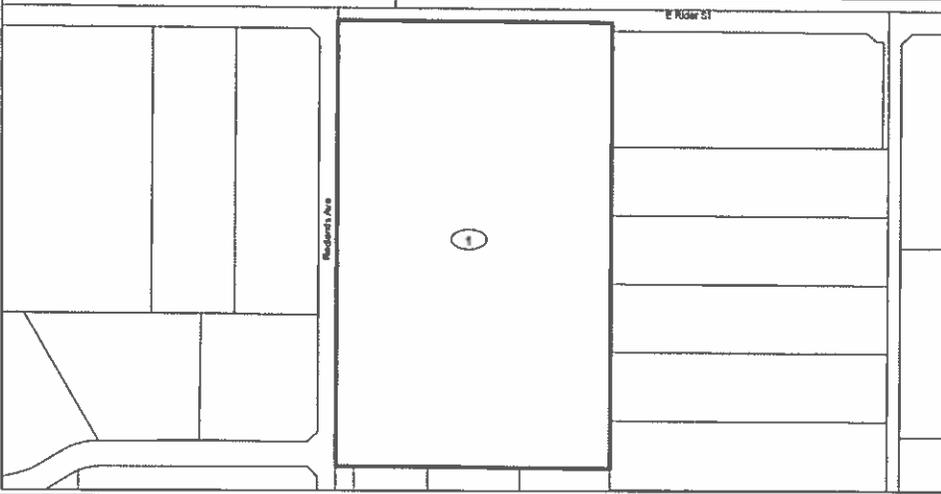
G. MANNER OF COLLECTION

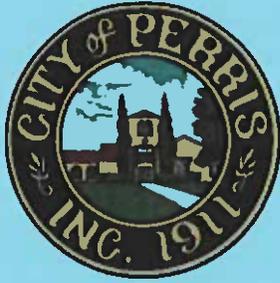
The Special Tax will be collected in the same manner and at the same time as *ad valorem* property taxes; provided; however, the City or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different 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. 51

BOUNDARY MAP

<p>VICINITY MAP</p> 	<p>ANNEXATION MAP NO. 51 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) CITY OF PERRIS COUNTY OF RIVERSIDE STATE OF CALIFORNIA</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 20px;"> <tr> <td style="width: 50%; text-align: center;">MAP REFERENCE NUMBER</td> <td style="width: 50%; text-align: center;">ASSESSOR'S PARCEL NUMBER</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">300-210-030</td> </tr> </table>	MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER	1	300-210-030	<p style="text-align: right;">SHEET 1 OF 1</p> <p>FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20__.</p> <p>I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 51, 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. _____.</p> <p>CITY CLERK CITY OF PERRIS</p> <p>FILED THIS _____ DAY OF _____, 20__ AT THE HOUR OF _____ O'CLOCK _____ M IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____ BY THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.</p> <p>PETER ALDAMA, ASSESSOR-COUNTY CLERK-RECORDER</p> <p>BY DEPUTY COUNTY RECORDER COUNTY OF RIVERSIDE STATE OF CALIFORNIA</p> <p>REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 19, 2001 IN BOOK 90 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 48.</p> <p>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.</p> <p>THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.</p> <p>Legend</p> <p> MAP REFERENCE NUMBER</p> <p> CITY OF PERRIS BOUNDARY</p> <div style="text-align: center;">  </div> <div style="text-align: right;">  <p>27368 VIA INDUSTRIAL, SUITE #200 TEMECULA, CA 92590 (951) 587-3500</p> </div>
MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER					
1	300-210-030					
						



10.K.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: October 25, 2022

SUBJECT: **Annexation of parcels into CFD 2018-02 (Public Services District) – Annexation No. 13**
Owner(s): First Industrial L.P.
APN(s): 300-210-030 located on the south east corner of E Rider Street and Redlands Avenue.
Project: DPR 19-00016- Industrial Building

REQUESTED ACTION: **Adopt a Resolution of Intention** to Annex Territory to CFD 2018-02 and setting a public hearing date of November 29, 2022

CONTACT: Matthew Schenk, Director Finance 

BACKGROUND/DISCUSSION:

DPR 19-00016 is a construction consisting of 338,000 sq .ft. industrial building located on the south east corner of E Rider Street and Redlands Avenue (See attached Boundary Map).

In 2018, the City Council formed Community Facilities District 2018-02 (Public Services District) (the “Original District”), for the purpose of funding maintenance for the Perris Valley Trail system. On November 13, 2018, the qualified electors within the Original District approved by more than a two-thirds (2/3) vote the proposition of levying a special tax within the Original District. Other industrial and commercial projects in the City are to be annexed to the District as they are developed.

The property owners of the parcels listed on the map attached to the following Resolution has filed a petition requesting annexation to the District and waiving the notice and time periods for the election as permitted by the Mello-Roos Community Facilities Act of 1982.

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for November 29, 2022 regarding the proposed annexation. An election will be held following the public hearing. At that time, the landowner will vote on annexing their property to the District and levying special taxes within their District. The special tax levy for Fiscal Year 2022-23 is \$21.06 per 1,000 square feet of floor area for taxable developed parcels. For each subsequent fiscal year following Fiscal Year 2022-2023, the Maximum Special Tax may be increased by an amount not to exceed the greater of two percent (2.00%) or Consumer Price Index (“CPI”) per year.

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 MB

Deputy City Manager ER

Attachments:

1. Boundary Map
2. Perris CFD 2018-02 Annexation No. 13 Resolution of Intention

Consent: x

Public Hearing:

Business Item:

Presentation:

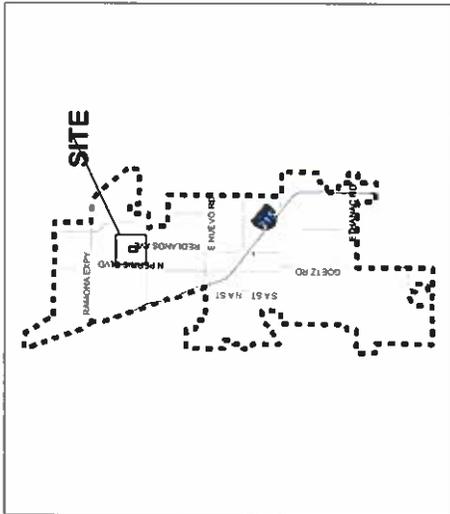
Other:

ATTACHMENT 1

BOUNDARY MAP

ANNEXATION MAP NO. 13 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. 13, 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. _____.

CITY CLERK
CITY OF PERRIS

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

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

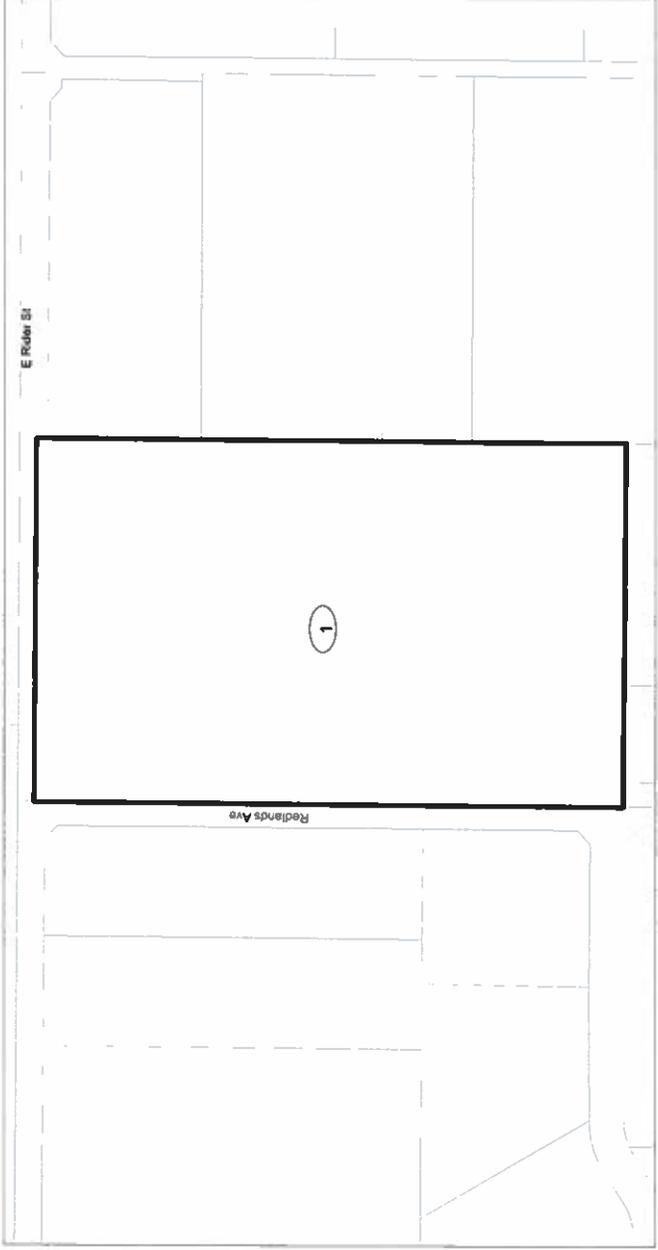
MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	300-210-030

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 RECORDER'S OFFICE ON OCTOBER 25, 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



27368 VIA INDUSTRIAL, SUITE #200
TAMECULA, CA 92590
(951) 587-3500

ATTACHMENT 2

**PERRIS CFD 2018-2 ANNEXATION NO. 13
RESOLUTION OF INTENTION**

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 13]

WHEREAS, the City Council (the “Council”) of the City of Perris, California (the “City”), on September 25, 2018, adopted Resolution No. 5366 (the “Resolution of Formation”) stating its intention to form Community Facilities District No. 2018-02 (Public Services District) of the City of Perris (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, within the territory described more fully on the map entitled “Proposed Boundaries of City of Perris, Community Facilities District No. 2018-02 (Public Services District), County of Riverside, State of California” a copy of which is on file with the City Clerk of the City of Perris; and

WHEREAS, on November 13, 2018, the Council adopted Resolution No. 5402 which established the District and called an election within the District on the proposition of levying a special tax; and

WHEREAS, on November 13, 2018, an election was held within the District at which the qualified electors approved by more than a two-thirds (2/3) vote the proposition of levying a special tax pursuant to a special tax formula (the “Rate and Method of Apportionment”) as set forth in Resolution No. 5402 and attached hereto and incorporated herein as Exhibit “A”, showing the tax levels in fiscal year 2018-19 and certain changes to indicate commencement of the levy the special tax; and

WHEREAS, the Maximum Special Taxes in Fiscal Year 2022-23 is \$21.06 per 1,000 square feet of floor area based on the Consumer Price Index as specified in the Rate and Method of Apportionment.

WHEREAS, the Council has heretofore adopted an Ordinance (the “Ordinance”) which provided for the levying and collection of special taxes (the “Special Taxes”) within the District, as provided in the Act and the Ordinance in accordance with the Rate and Method of Apportionment; and

WHEREAS, a petition (the “Petition”) requesting the institution of proceedings for annexation to the District signed by the landowner within the proposed territory to be annexed (the “Property”) as more fully described in Exhibit “B”, attached hereto and incorporated herein, has been received, filed with and accepted by the City Clerk of the City of Perris; and

WHEREAS, the Council has duly considered the admissibility and necessity of instituting proceedings to annex the Property to the District under and pursuant to the terms and conditions and provisions of Article 3.5 of the Act, commencing with Government Code Section 53339; and

WHEREAS, the Council has determined to institute proceedings for the annexation of such Property to the District, and has determined to (a) set forth the boundaries of the territory which is proposed for annexation to the District, (b) state the public services to be provided in and for the Property, (c) specify the special taxes to be levied with the Property, and (d) set a date, time and place for a public hearing relating to the annexation of the Property to the District and the levy of special tax therein to pay for such public facilities.

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

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

Section 2. It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled "Annexation Map No. 13 to Community Facilities District No. 2018-02 (Public Services District)" that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit "B". The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

Section 3. It is the intention of the Council to order the financing 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. The Services are public services that the City or a public agency is authorized by law to contribute revenue to or to provide. A description of the types of Services to be financed is set forth in Resolution No. 5402 and incorporated herein by reference. The Services to be financed by or on behalf of the District are necessary to meet increased demand upon the City and other public agencies as a result of development occurring within the boundaries of the Property. The Property, on a per unit basis, will share in the cost of the Services in the same proportion as units with the existing District pursuant to the Rate and Method of Apportionment.

The final nature and location of the Services will be determined upon the preparation of final plans and specifications which may show substitutes in lieu of, or modifications to, the

proposed Services. Any such substitution shall not be deemed a change or modification of the Services so long as the substitution provides a service substantially similar to the Services.

Section 4. It is the intention of the City Council that, except where funds are otherwise available, a special tax sufficient to pay for the Services and the Facilities, including the repayment of funds advanced to the District, annual administration expenses in determining, apportioning, levying and collecting such special taxes, secured by recordation of a continuing lien against all non-exempt real property within the boundaries of the Property, will be levied annually on land within the boundaries of the Property. The Rate and Method of Apportionment shall remain unchanged as a result of the proposed annexation, except that the conditions to commencement of the tax have been met. The Property will be subject to the Special Tax pursuant to the Rate and Method of Apportionment. The special tax as apportioned to each parcel within the Property is fairly apportioned as determined by the City Council and as permitted by Section 53339.3 of the Act, and the apportionment of the special tax is not on or based upon the value or ownership of real property.

Section 5. Notice is hereby given that on the 29th day of November, 2022, at the hour of 6:30 p.m., or as soon thereafter as is practicable, in the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570, a public hearing will be held at which the City Council, as the legislative body of the District, shall consider the proposed annexation of the Property and all other matters as set forth in this Resolution of Intention. At the above-mentioned time and place for such public hearing, any persons interested, including all taxpayers, property owners and registered voters within the District and the Property proposed to be annexed, may appear and be heard, and such testimony for or against the proposed annexation will be heard and considered.

Section 6. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of such proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for such public hearing, and any written protest may be withdrawn in writing at any time before the conclusion of such public hearing. If written protests against the proposed annexation are filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the existing District, or by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the Property proposed to be annexed, or by owners of one-half (1/2) or more of the area of land included within the existing District, or by owners of one-half (1/2) or more of the area of land proposed to be annexed to the District, the proceedings shall be abandoned as to those matters receiving a majority protest.

Section 7. If, following the public hearing described herein, the Council determines to annex the Property to the District and levy a special tax thereon, the Council shall then submit the annexation of the Property and levy of the special tax to the qualified voters of the Property. If at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have been registered to vote within the territory of the Property for each of the ninety (90) days preceding the close of the public hearing, the vote shall be by registered voters residing within the Property, with each voter having one (1) vote. Otherwise, the vote shall be a mail ballot election, consistent with Section 53327.5 of the Act, by the landowners of the Property who are owners of record at the close of the public hearing, with each landowner having one (1) vote for each acre or portion of an

acre of land owned within the Property. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

Section 8. The City may accept advances of funds or work-in-kind from any sources, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying the cost incurred in annexing the Property to the District. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the Council, with or without interest.

Section 9. The City Clerk is hereby directed, to the extent that such notice is required, to publish a notice (“Notice”) of the hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text of this Resolution, state the time and place of the hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed District as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 10. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and APPROVED this 25th day of October, 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 25th day of October, 2022, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

Exhibit A

**RATE AND METHOD OF APPORTIONMENT FOR
CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2018-02
(PUBLIC SERVICES DISTRICT)
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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.

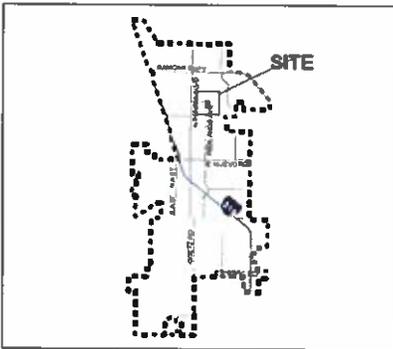
Exhibit B

CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

BOUNDARY MAP

SHEET 1 OF 1

VICINITY MAP



ANNEXATION MAP NO. 13 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	300-210-030

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. 13 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. _____.

CITY CLERK
CITY OF PERRIS

FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS (AT PAGE 2) 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. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 25, 2018, IN BOOK 83 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 28 AS INSTRUMENT NUMBER 2018-0421948.

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.

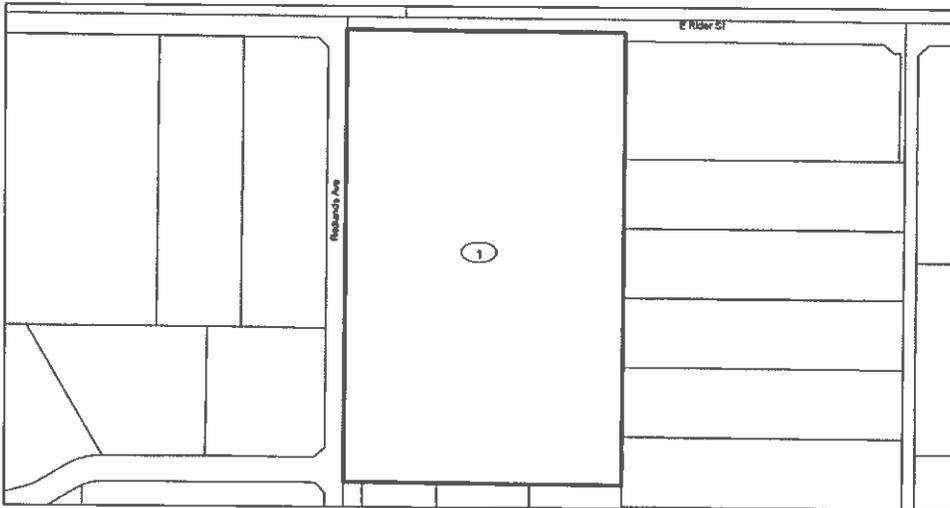
THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



WILLDAN
27368 VIA INDUSTRIAL, SUITE #200
TEMECULA, CA 92590
(951) 587-3500





10.L.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: October 25, 2022

SUBJECT: **Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 52**
Owner(s): MS Perris LLC
APN(s):
DPR 18-00001: 303-291-007 and 303-291-008, located on the northeast corner of Perris Boulevard and Commerce Drive.
DPR 18-00007: 303-292-012, located on the northeast corner of Perris Boulevard and Commerce Drive.
DPR 21-00007: 303-293-009, located south of Business Park Drive and north of East Rider Street
Project: DPR 18-00001, 18-00007, and 21-00007- Industrial Buildings

REQUESTED ACTION: **Adopt a Resolution of Intention** to Annex Territory to CFD 2001-3 and setting a public hearing date of November 29, 2022

CONTACT: Matthew Schenk, Director Finance 

BACKGROUND/DISCUSSION:

DPR 18-00001 is a project to construct two industrial buildings totaling 18,276 Sq. Ft. (8,796 Sq. Ft. and 9,480 Sq. Ft.) located at the northeast of Commerce Drive and Perris Boulevard within the Perris Valley Commerce Center ("PVCC") Specific Plan.

DPR 18-00007 is a project to construct two industrial buildings totaling 43,354 Sq. Ft. (24,018 Sq. Ft. and 19,336 Sq. Ft.) on approximately 2.6 acres located at the southeast corner of Commerce Drive and Perris Boulevard within the PVCC Specific Plan.

DPR 21-00007 is a project to construct a 40,000 Sq. Ft. industrial building located at the northeast corner of Rider Street and Perris Boulevard within the PVCC Specific Plan (See attached Boundary Map).

In early 2002, the City Council formed Community Facilities District 2001-3 (North Perris Public Safety) (the "Original District"), for the purpose of paying for additional public safety and fire protection services within the area services by the Original District. On June 10, 2002, the qualified electors within the Original District approved by more than a two-thirds (2/3) vote the proposition of levying a special tax within the Original District. The Original District encompassed certain

developments, including the "Villages of Avalon" and "May Farms" developments. Subsequently, several other developments were annexed to the District and adopted the special taxes to be levied therein (the "Annexations" and, together with the Original District, the "District"). Other development and commercial projects in the City will be annexed to the District in the future.

The property owners of the parcels listed on the map attached to the following Resolution has filed a petition requesting annexation to the District and waiving the notice and time periods for the election as permitted by the Mello-Roos Community Facilities Act of 1982.

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for November 29, 2022 regarding the proposed annexation. An election will be held following the public hearing. At that time, the landowner will vote on annexing their property to the District and levying special taxes within their District. The special tax levy for Fiscal Year 2022-23 is \$371.48 for Single-Family Residential Units, \$74.29 for Multi-Family Residential Units, and \$1,485.95 per Acre for Non-Residential Parcels. For each subsequent fiscal year following Fiscal Year 2022-2023, the Maximum Special Tax may be increased by an amount not to exceed two percent (2.00%) per year.

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 

Attachments:

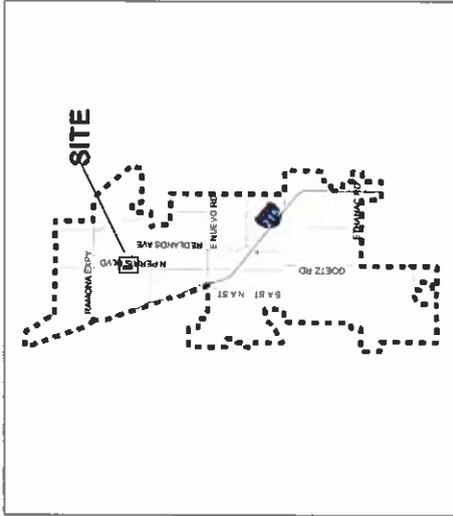
1. Boundary Map
2. Perris CFD 2001-3 Annexation No. 52 Resolution of Intention

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

ATTACHMENT 1
BOUNDARY MAP

ANNEXATION MAP NO. 52 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

VICINITY MAP



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	303-291-007
2	303-291-008
3	303-292-012
4	303-293-009

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. 52, TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF PERRIS

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

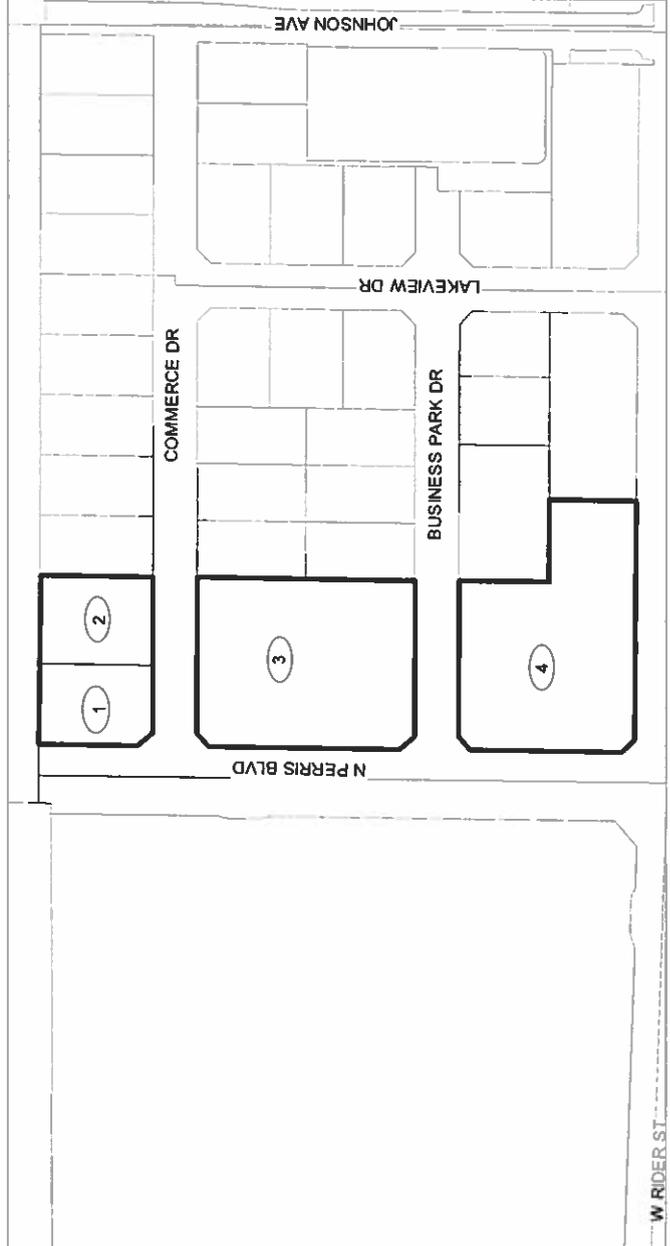
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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

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

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



Legend

- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



WILLDAN
27368 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 967-3500

ATTACHMENT 2

**PERRIS CFD 2001-3 ANNEXATION NO. 52
RESOLUTION OF INTENTION**

RESOLUTION NUMBER 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 ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 52]

WHEREAS, the City Council (the "Council") of the City of Perris, California (the "City"), on December 11, 2001, has adopted its resolution of intention (the "Resolution of Intention") stating its intention to form Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (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, within the territory described more fully on the map entitled "Boundary Map, County of Riverside, California, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris," a copy of which is on file with the City Clerk of the City of Perris; and

WHEREAS, on January 29, 2002, the Council adopted Resolution No. 2912 ("Resolution 2912") which established the District and called an election within the District on the proposition of levying a special tax; and

WHEREAS, on June 10, 2002, an election was held within the District at which the qualified electors approved by more than a two-thirds (2/3) vote the proposition of levying a special tax pursuant to a special tax formula (the "Rate and Method of Apportionment") as set forth in Resolution No. 2912 and attached hereto and incorporated herein as Exhibit "A", showing the tax levels in fiscal year 2005-06 and certain changes to indicate commencement of the levy the special tax; and

WHEREAS, the Council has heretofore adopted an Ordinance (the "Ordinance") which provided for the levying and collection of special taxes (the "Special Taxes") within the District, as provided in the Act and the Ordinance in accordance with the Rate and Method of Apportionment; and

WHEREAS, a petition (the "Petition") requesting the institution of proceedings for annexation to the District signed by the landowner within the proposed territory to be annexed (the "Property") as more fully described in Exhibit "B", attached hereto and incorporated herein, has been received, filed with and accepted by the City Clerk of the City of Perris; and

WHEREAS, the Council has duly considered the admissibility and necessity of instituting proceedings to annex the Property to the District under and pursuant to the terms and conditions and provisions of Article 3.5 of the Act, commencing with Government Code Section 53339; and

WHEREAS, the Council has determined to institute proceedings for the annexation of such Property to the District, and has determined to (a) set forth the boundaries of the territory which is proposed for annexation to the District, (b) state the public services to be provided in and for the Property, (c) specify the special taxes to be levied with the Property, and (d) set a date, time and place for a public hearing relating to the annexation of the Property to the District and the levy of special tax therein to pay for such public facilities.

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

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

Section 2. It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled "Annexation Map No. 52 to Community Facilities District No. 2001-3 (North Perris Public Safety)" that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit "B". The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

Section 3. It is the intention of the Council to order the financing of (1) fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; (2) police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto (collectively, the "Services"); and (3) the incidental expenses to be incurred in connection with financing the Services and forming and administering the District (the "Incidental Expenses"). The Services are public services that the City or a public agency is authorized by law to contribute revenue to or to provide. A description of the types of Services to be financed is set forth in Resolution No. 2912 and incorporated herein by reference. The Services to be financed by or on behalf of the District are necessary to meet increased demand upon the City and other public agencies as a result of development occurring within the boundaries of the Property. The Property, on a per unit basis, will share in the cost of the Services in the same proportion as units with the existing District pursuant to the Rate and Method of Apportionment.

The final nature and location of the Services will be determined upon the preparation of final plans and specifications which may show substitutes in lieu of, or modifications to, the proposed Services. Any such substitution shall not be deemed a change or modification of the Services so long as the substitution provides a service substantially similar to the Services.

Section 4. It is the intention of the City Council that, except where funds are otherwise available, a special tax sufficient to pay for the Services and the Facilities, including the repayment of funds advanced to the District, annual administration expenses in determining, apportioning,

levying and collecting such special taxes, secured by recordation of a continuing lien against all non-exempt real property within the boundaries of the Property, will be levied annually on land within the boundaries of the Property. The Rate and Method of Apportionment shall remain unchanged as a result of the proposed annexation, except that the conditions to commencement of the tax have been met. The Property will be subject to the Special Tax pursuant to the Rate and Method of Apportionment. The special tax as apportioned to each parcel within the Property is fairly apportioned as determined by the City Council and as permitted by Section 53339.3 of the Act, and the apportionment of the special tax is not on or based upon the value or ownership of real property.

Section 5. Notice is hereby given that on the 29th day of November 2022, at the hour of 6:30 p.m., or as soon thereafter as is practicable, in the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570, a public hearing will be held at which the City Council, as the legislative body of the District, shall consider the proposed annexation of the Property and all other matters as set forth in this Resolution of Intention. At the above-mentioned time and place for such public hearing, any persons interested, including all taxpayers, property owners and registered voters within the District and the Property proposed to be annexed, may appear and be heard, and such testimony for or against the proposed annexation will be heard and considered.

Section 6. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of such proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for such public hearing, and any written protest may be withdrawn in writing at any time before the conclusion of such public hearing. If written protests against the proposed annexation are filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the existing District, or by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the Property proposed to be annexed, or by owners of one-half (1/2) or more of the area of land included within the existing District, or by owners of one-half (1/2) or more of the area of land proposed to be annexed to the District, the proceedings shall be abandoned as to those matters receiving a majority protest.

Section 7. If, following the public hearing described herein, the Council determines to annex the Property to the District and levy a special tax thereon, the Council shall then submit the annexation of the Property and levy of the special tax to the qualified voters of the Property. If at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have been registered to vote within the territory of the Property for each of the ninety (90) days preceding the close of the public hearing, the vote shall be by registered voters residing within the Property, with each voter having one (1) vote. Otherwise, the vote shall be a mail ballot election, consistent with Section 53327.5 of the Act, by the landowners of the Property who are owners of record at the close of the public hearing, with each landowner having one (1) vote for each acre or portion of an acre of land owned within the Property. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

Section 8. The City may accept advances of funds or work-in-kind from any sources, including, but not limited to, private persons or private entities, for any authorized purpose,

including, but not limited to, paying the cost incurred in annexing the Property to the District. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the Council, with or without interest.

Section 9. The City Clerk is hereby directed, to the extent that such notice is required, to publish a notice (“Notice”) of the hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text of this Resolution, state the time and place of the hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed District as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 10. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and **APPROVED** this 25th day of October, 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 25th day of October,
2022, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

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

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A. BASIS OF SPECIAL TAX LEVY

A Special Tax shall be levied on all Taxable Property in Community Facilities District No. 2001-3 ("District"), North Perris Public Safety of the City of Perris and collected each fiscal year commencing in Fiscal Year 2005/06 in an amount determined by the Council through the application of this Rate and Method of Apportionment of the Special Tax. All of the real property in the District 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 the District 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.

City means the City of Perris, California.

Council means the City Council of the City of Perris as the legislative body for the District under the Act.

County means the County of Riverside, California.

RESOLUTION NUMBER XXXX

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 Residential 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 the District based on the last equalized tax rolls of the County.

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 the District if the District were not in existence.

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

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

Special Tax(es) means any tax levy under the Act in the District.

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

C. DURATION OF THE SPECIAL TAX

Duration of Special Tax for Taxable Property in the District shall remain subject to the Special Tax in perpetuity.

D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES

1. Classification of Parcels

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

2. Maximum Special Tax Rates

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

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

On July 1st of each fiscal year, commencing July 1, 2006, the Maximum Special Tax Rates shall be increased in accordance with the Annual Tax Escalation Factor.

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 A.
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 the District.

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.

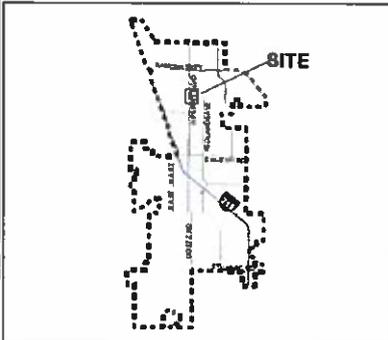
Exhibit B

**COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 52**

BOUNDARY MAP

SHEET 1 OF 1

VICINITY MAP



**ANNEXATION MAP NO. 52 TO
COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)**

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	303-291-007
2	303-291-008
3	303-292-012
4	303-293-009

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. 52 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF PERRIS

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

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 15, 2001, IN BOOK 50 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 46

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.

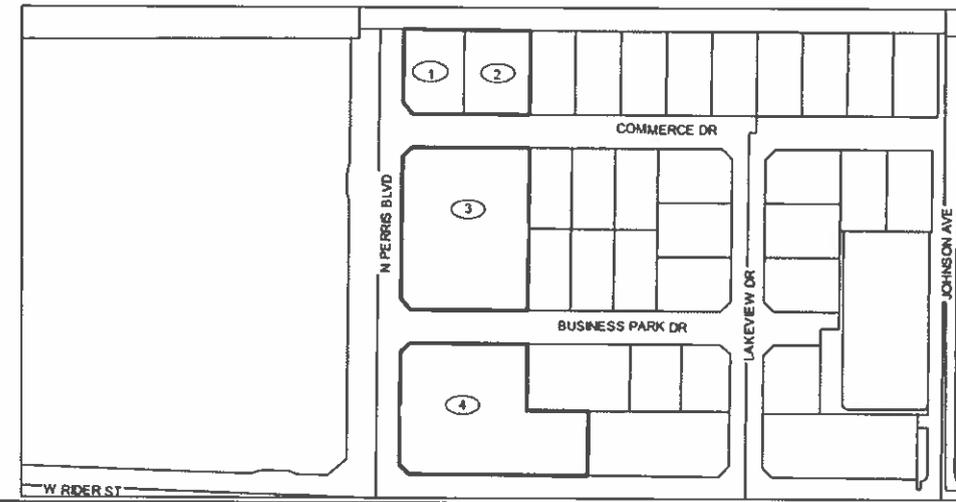
THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

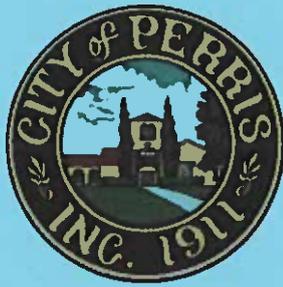
Legend

- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



WILLDAN
27365 VIA INDUSTRIAL, SUITE #200
TAMECULA, CA 92590
(951) 587-3500





10.M.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: October 25, 2022

SUBJECT: **Annexation of parcels into CFD 2018-02 (Public Services District) – Annexation No. 14**
Owner(s): MS Perris LLC
APN(s):
DPR 18-00001: 303-291-007 and 303-291-008, located on the northeast corner of Perris Boulevard and Commerce Drive.
DPR 18-00007: 303-292-012, located on the northeast corner of Perris Boulevard and Commerce Drive.
DPR 21-00007: 303-293-009, located south of Business Park Drive and north of East Rider Street
Project: DPR 18-00001, 18-00007, and 21-00007- Industrial Buildings

REQUESTED ACTION: **Adopt a Resolution of Intention** to Annex Territory to CFD 2018-02 and setting a public hearing date of November 29, 2022

CONTACT: Matthew Schenk, Director Finance *MS*

BACKGROUND/DISCUSSION:

DPR 18-00001 is a project to construct two industrial buildings totaling 18,276 Sq. Ft. (8,796 Sq. Ft. and 9,480 Sq. Ft.) located at the northeast of Commerce Drive and Perris Boulevard within the Perris Valley Commerce Center (“PVCC”) Specific Plan.

DPR 18-00007 is a project to construct two industrial buildings totaling 43,354 Sq. Ft. (24,018 Sq. Ft. and 19,336 Sq. Ft.) on approximately 2.6 acres located at the southeast corner of Commerce Drive and Perris Boulevard within the PVCC Specific Plan.

DPR 21-00007 is a project to construct a 40,000 Sq. Ft. industrial building located at the northeast corner of Rider Street and Perris Boulevard within the PVCC Specific Plan (See attached Boundary Map).

In 2018, the City Council formed Community Facilities District 2018-02 (Public Services District) (the “Original District”), for the purpose of funding maintenance for the Perris Valley Trail system. On November 13, 2018, the qualified electors within the Original District approved by more than a two-thirds (2/3) vote the proposition of levying a special tax within the Original District. Other

industrial and commercial projects in the City are to be annexed to the District as they are developed.

The property owners of the parcels listed on the map attached to the following Resolution has filed a petition requesting annexation to the District and waiving the notice and time periods for the election as permitted by the Mello-Roos Community Facilities Act of 1982.

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for November 29, 2022 regarding the proposed annexation. An election will be held following the public hearing. At that time, the landowner will vote on annexing their property to the District and levying special taxes within their District. The special tax levy for Fiscal Year 2022-23 is \$21.06 per 1,000 square feet of floor area for taxable developed parcels. For each subsequent fiscal year following Fiscal Year 2022-2023, the Maximum Special Tax may be increased by an amount not to exceed the greater of two percent (2.00%) or Consumer Price Index ("CPI") per year.

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 WB
Deputy City Manager ED

Attachments:

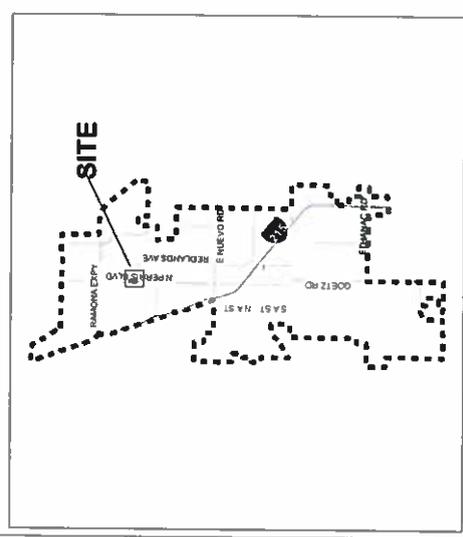
1. Boundary Map
2. Perris CFD 2018-02 Annexation No. 14 Resolution of Intention

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

ATTACHMENT 1
BOUNDARY MAP

ANNEXATION MAP NO. 14 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	303-291-007
2	303-291-008
3	303-292-012
4	303-293-009

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. 14 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. _____.

CITY CLERK
CITY OF PERRIS

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

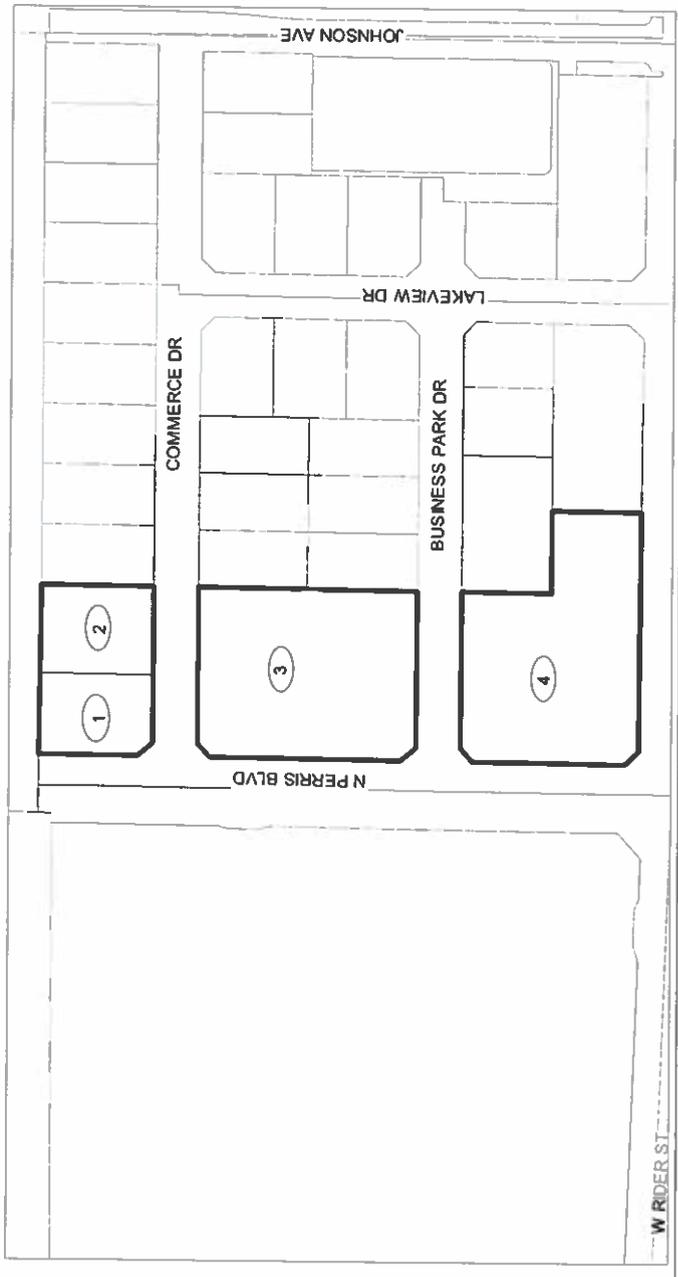
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 25, 2018, IN BOOK 83 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 28 AS INSTRUMENT NUMBER 2018-0421848.

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



27165 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 597-5500



ATTACHMENT 2

**PERRIS CFD 2018-2 ANNEXATION NO. 14
RESOLUTION OF INTENTION**

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 14]

WHEREAS, the City Council (the “Council”) of the City of Perris, California (the “City”), on September 25, 2018, adopted Resolution No. 5366 (the “Resolution of Formation”) stating its intention to form Community Facilities District No. 2018-02 (Public Services District) of the City of Perris (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, within the territory described more fully on the map entitled “Proposed Boundaries of City of Perris, Community Facilities District No. 2018-02 (Public Services District), County of Riverside, State of California” a copy of which is on file with the City Clerk of the City of Perris; and

WHEREAS, on November 13, 2018, the Council adopted Resolution No. 5402 which established the District and called an election within the District on the proposition of levying a special tax; and

WHEREAS, on November 13, 2018, an election was held within the District at which the qualified electors approved by more than a two-thirds (2/3) vote the proposition of levying a special tax pursuant to a special tax formula (the “Rate and Method of Apportionment”) as set forth in Resolution No. 5402 and attached hereto and incorporated herein as Exhibit “A”, showing the tax levels in fiscal year 2018-19 and certain changes to indicate commencement of the levy the special tax; and

WHEREAS, the Maximum Special Taxes in Fiscal Year 2022-23 is \$21.06 per 1,000 square feet of floor area based on the Consumer Price Index as specified in the Rate and Method of Apportionment.

WHEREAS, the Council has heretofore adopted an Ordinance (the “Ordinance”) which provided for the levying and collection of special taxes (the “Special Taxes”) within the District, as provided in the Act and the Ordinance in accordance with the Rate and Method of Apportionment; and

WHEREAS, a petition (the “Petition”) requesting the institution of proceedings for annexation to the District signed by the landowner within the proposed territory to be annexed (the “Property”) as more fully described in Exhibit “B”, attached hereto and incorporated herein, has been received, filed with and accepted by the City Clerk of the City of Perris; and

WHEREAS, the Council has duly considered the admissibility and necessity of instituting proceedings to annex the Property to the District under and pursuant to the terms and conditions and provisions of Article 3.5 of the Act, commencing with Government Code Section 53339; and

WHEREAS, the Council has determined to institute proceedings for the annexation of such Property to the District, and has determined to (a) set forth the boundaries of the territory which is proposed for annexation to the District, (b) state the public services to be provided in and for the Property, (c) specify the special taxes to be levied with the Property, and (d) set a date, time and place for a public hearing relating to the annexation of the Property to the District and the levy of special tax therein to pay for such public facilities.

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

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

Section 2. It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled "Annexation Map No. 14 to Community Facilities District No. 2018-02 (Public Services District)" that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit "B". The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

Section 3. It is the intention of the Council to order the financing 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. The Services are public services that the City or a public agency is authorized by law to contribute revenue to or to provide. A description of the types of Services to be financed is set forth in Resolution No. 5402 and incorporated herein by reference. The Services to be financed by or on behalf of the District are necessary to meet increased demand upon the City and other public agencies as a result of development occurring within the boundaries of the Property. The Property, on a per unit basis, will share in the cost of the Services in the same proportion as units with the existing District pursuant to the Rate and Method of Apportionment.

The final nature and location of the Services will be determined upon the preparation of final plans and specifications which may show substitutes in lieu of, or modifications to, the

proposed Services. Any such substitution shall not be deemed a change or modification of the Services so long as the substitution provides a service substantially similar to the Services.

Section 4. It is the intention of the City Council that, except where funds are otherwise available, a special tax sufficient to pay for the Services and the Facilities, including the repayment of funds advanced to the District, annual administration expenses in determining, apportioning, levying and collecting such special taxes, secured by recordation of a continuing lien against all non-exempt real property within the boundaries of the Property, will be levied annually on land within the boundaries of the Property. The Rate and Method of Apportionment shall remain unchanged as a result of the proposed annexation, except that the conditions to commencement of the tax have been met. The Property will be subject to the Special Tax pursuant to the Rate and Method of Apportionment. The special tax as apportioned to each parcel within the Property is fairly apportioned as determined by the City Council and as permitted by Section 53339.3 of the Act, and the apportionment of the special tax is not on or based upon the value or ownership of real property.

Section 5. Notice is hereby given that on the 29th day of November, 2022, at the hour of 6:30 p.m., or as soon thereafter as is practicable, in the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570, a public hearing will be held at which the City Council, as the legislative body of the District, shall consider the proposed annexation of the Property and all other matters as set forth in this Resolution of Intention. At the above-mentioned time and place for such public hearing, any persons interested, including all taxpayers, property owners and registered voters within the District and the Property proposed to be annexed, may appear and be heard, and such testimony for or against the proposed annexation will be heard and considered.

Section 6. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of such proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for such public hearing, and any written protest may be withdrawn in writing at any time before the conclusion of such public hearing. If written protests against the proposed annexation are filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the existing District, or by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the Property proposed to be annexed, or by owners of one-half (1/2) or more of the area of land included within the existing District, or by owners of one-half (1/2) or more of the area of land proposed to be annexed to the District, the proceedings shall be abandoned as to those matters receiving a majority protest.

Section 7. If, following the public hearing described herein, the Council determines to annex the Property to the District and levy a special tax thereon, the Council shall then submit the annexation of the Property and levy of the special tax to the qualified voters of the Property. If at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have been registered to vote within the territory of the Property for each of the ninety (90) days preceding the close of the public hearing, the vote shall be by registered voters residing within the Property, with each voter having one (1) vote. Otherwise, the vote shall be a mail ballot election, consistent with Section 53327.5 of the Act, by the landowners of the Property who are owners of record at the close of the public hearing, with each landowner having one (1) vote for each acre or portion of an

acre of land owned within the Property. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

Section 8. The City may accept advances of funds or work-in-kind from any sources, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying the cost incurred in annexing the Property to the District. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the Council, with or without interest.

Section 9. The City Clerk is hereby directed, to the extent that such notice is required, to publish a notice (“Notice”) of the hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text of this Resolution, state the time and place of the hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed District as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 10. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and **APPROVED** this 25th day of October, 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 25th day of October, 2022, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

Exhibit A

**RATE AND METHOD OF APPORTIONMENT FOR
CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2018-02
(PUBLIC SERVICES DISTRICT)
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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

RESOLUTION NUMBER XXXX

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.

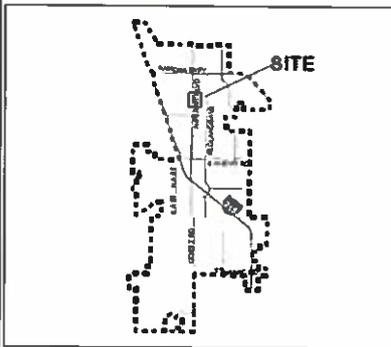
Exhibit B

CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

BOUNDARY MAP

SHEET 1 OF 1

VICINITY MAP



ANNEXATION MAP NO. 14 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	303-291-007
2	303-291-008
3	303-292-012
4	303-293-009

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. 14, 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. _____.

CITY CLERK
CITY OF PERRIS

FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PARCELS _____ 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. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 25, 2018, IN BOOK 83 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 25 AS INSTRUMENT NUMBER 2018-0411948.

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.

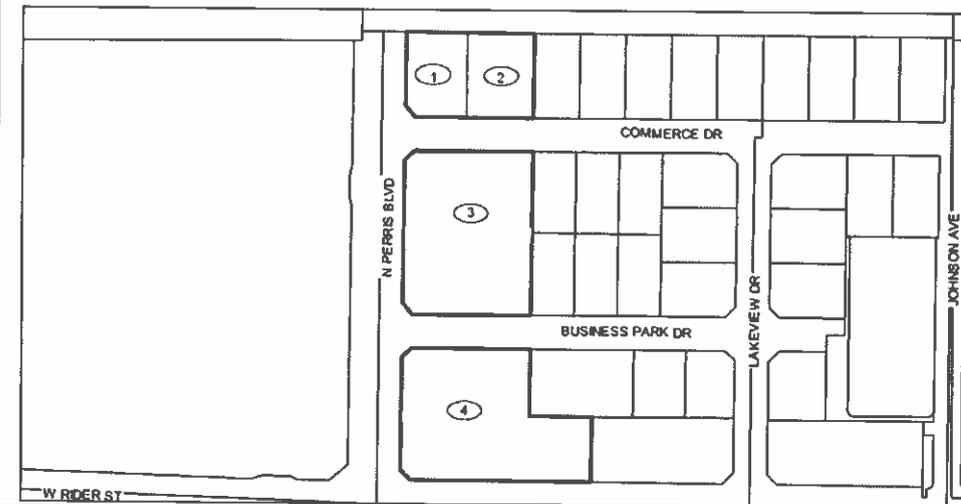
Legend

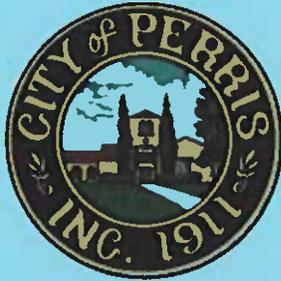
- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



WILLDAN

37366 19A INDUSTRIAL SUITE #200
TERRACILLA, CA 92590
(951) 687-3500





10.N.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

- MEETING DATE:** October 25, 2022
- SUBJECT:** Adopt Resolution No. (next in order) approving the Deposit and Reimbursement Agreement between the City and UCI Property Development Inc., developer of the subject property. The subject property is located south of Metz Road, west of A Street, and north of San Jacinto Avenue.
- REQUESTED ACTION:** That the City Council Adopt the Resolution Approving and Ordering the Execution of that Certain Deposit and Reimbursement Agreement and Making Certain Findings and Determinations in Connection Therewith
- CONTACT:** Matthew Schenk, Director of Finance 

BACKGROUND/DISCUSSION:

The development is consisting of 145 single-family residential lots on 53.15 acres. The City Council approved the Tentative Tract Map on August 31, 2021. The City is in receipt of a Deposit and Reimbursement Agreement with respect to a development of UCI Property Development Inc. The agreement is attached to the Resolution attached hereto as Attachment 2. The subject property is south of Metz Road, west of A Street, and north of San Jacinto Avenue. The purpose of the agreement is to provide for the deposit of funds to cover the City's expenses in connection with the formation of a community facilities district, issuance of special tax bonds for the community facilities district, and the means by which the deposit may be reimbursed to the developer. The reimbursement will come from the proceeds from the sale of special tax bonds to be issued pursuant to the Mello-Roos Community Facilities Act of 1982.

The new community facilities district that will be formed will be designated as Community Facilities District No. 2022-5 (Perris 145) of the City of Perris ("CFD 2022-5").

City staff has determined that the scheduling of the resolution of intention to establish CFD 2022-5 should be November 29, 2022 City Council meeting.

Approval of this agreement does not legally require the City Council to move forward with the formation of a community facilities district or otherwise support land development activities of the party to this agreement. It does protect the City funds from risk in the event that these projects are commenced but do not move forward to completion and costs have been incurred.

The City has received a cash deposit in the amount of \$100,000 from UCI Property Development Inc. pursuant to the agreement. U.S. Bank will be designated as agent for the City and will hold and disburse the funds pursuant to the agreement and as authorized by the Act to pay the formation costs of the community facilities district and other related costs. Upon receipt of bond proceeds, the funds advanced by the developer may be reimbursed to the developer from bond proceeds pursuant to the agreement.

Staff recommends that the City Council adopt the Resolution approving the agreement filed by UCI Property Development Inc.

BUDGET (or FISCAL) IMPACT: None.

Prepared by: Matthew Schenk

REVIEWED BY:

City Attorney _____
Assistant City Manager VB
Deputy City Manager ER

Attachments:

1. Boundary Map
2. Resolution No. (next in order) Approving and Ordering the Execution of that Certain Deposit and Reimbursement Agreement with UCI Property Development Inc.

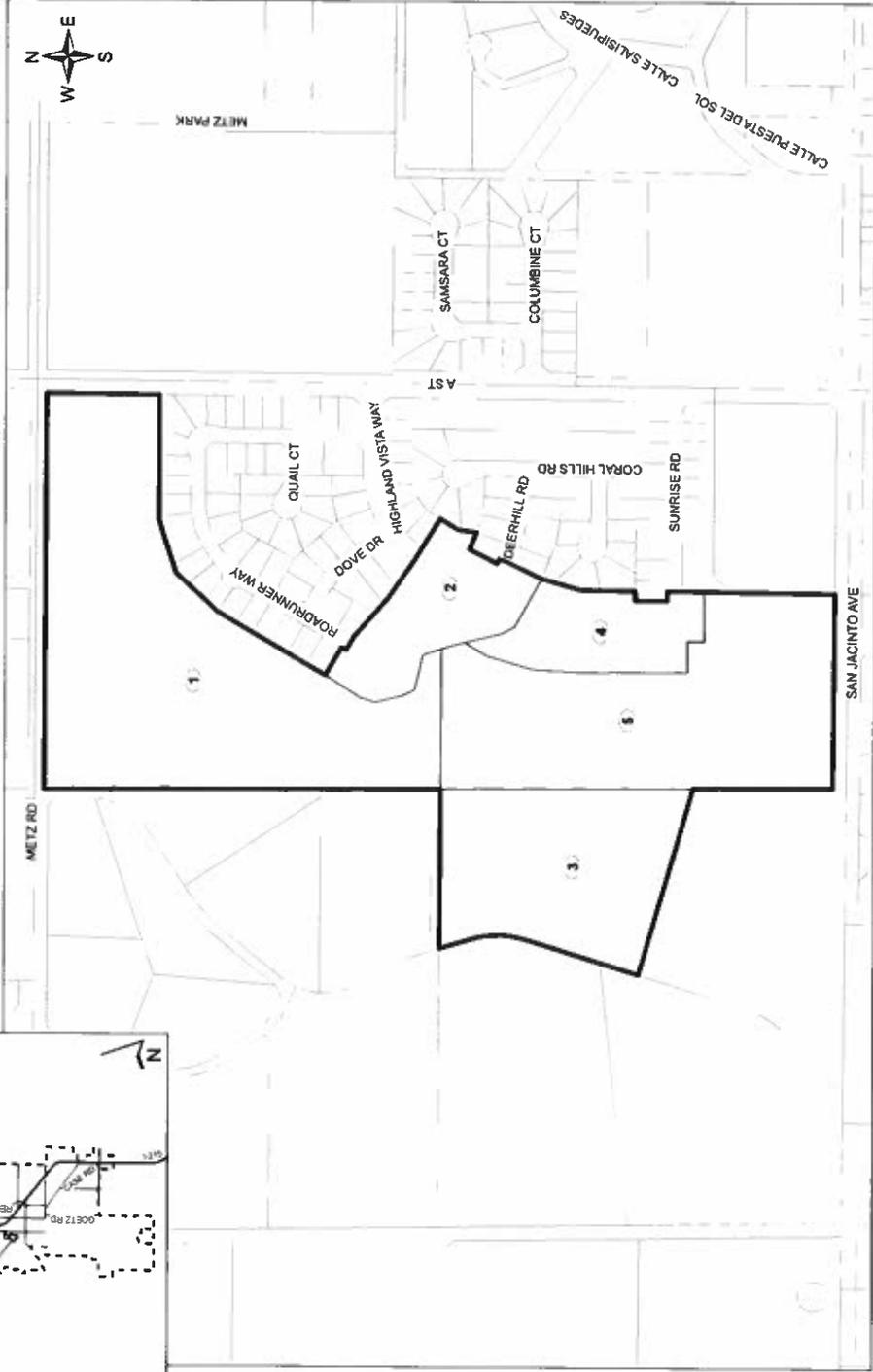
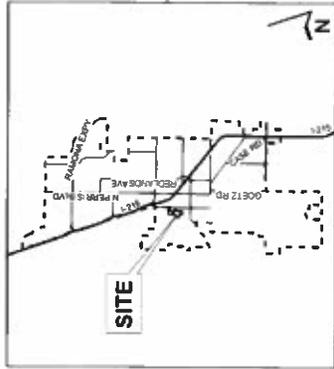
Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

BOUNDARY MAP

**MAP OF PROPOSED BOUNDARIES OF
COMMUNITY FACILITIES DISTRICT NO. 2022-5
(PERRIS 145)**

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
COMMUNITY FACILITIES DISTRICT NO. 2022-5
(PERRIS 145), CITY OF PERRIS, COUNTY
OF RIVERSIDE, STATE OF CALIFORNIA,
APPROVED BY THE CITY COUNCIL OF THE CITY
OF PERRIS AT A REGULAR MEETING THEREOF,
HELD ON THE _____ DAY OF _____,
20____, BY ITS RESOLUTION _____
NO. _____.

CITY CLERK
CITY OF PERRIS

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

PETER ADAMIA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY CLERK
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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.

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	311-080-033
2	311-080-035
3	311-090-009
4	311-090-016
5	311-090-020

Legend

- CFD No. 2022-5 District Boundary
- CITY OF PERRIS BOUNDARY
- Map Reference Number

W WILLDAN
27388 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(95-1) 587-3500

ATTACHMENT 2

**RESOLUTION APPROVING DEPOSIT &
REIMBURSEMENT AGREEMENT**

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING AND ORDERING THE EXECUTION OF THAT CERTAIN DEPOSIT AND REIMBURSEMENT AGREEMENT WITH UCI PROPERTY DEVELOPMENT INC. AND MAKING CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH

WHEREAS, there has been filed with the City Clerk that certain Deposit and Reimbursement Agreement (the "Deposit and Reimbursement Agreement"), by and among the City of Perris (the "City") and UCI Property Development Inc. (referred to herein as the "Developer"), the developer of the real property (the "Property") described on Exhibit "A" hereto and by this reference incorporated herein; and

WHEREAS, the Deposit and Reimbursement Agreement, the form of which is on file with the City Clerk and by this reference incorporated herein, provides for the deposit with City of certain funds to cover City expenses in connection with the formation of a community facilities district comprising said Property, and providing the means by which such deposit may be reimbursed to the Developer, such reimbursement to come from the proceeds from the sale of special tax bonds to be issued pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Mello-Roos Act"); and

WHEREAS, there has been filed with the City Clerk that certain Deposit and Reimbursement Agreement, by and between the City and the Developer relating to the Property and attached hereto as Exhibit B and by this reference incorporated herein; and

WHEREAS, the City Council finds that the approval and execution of the Deposit and Reimbursement Agreement is in the best interest of the City and provides the means by which such property development may occur without putting general funds of the City at risk; and

WHEREAS, City Council desires that U.S. Bank National Association ("U.S. Bank") hold and disburse such funds as agent for the City pursuant to the Deposit and Reimbursement Agreement;

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

Section 1. That the recitals set forth hereinabove are true and correct in all respects.

Section 2. That the Deposit and Reimbursement Agreement in the form attached hereto is hereby approved.

Section 3. That the Mayor, City Manager, Assistant City Manager, or Deputy City Manager of the City is hereby authorized and directed to execute the Deposit and Reimbursement Agreement for and on behalf of the City.

Section 4. That U.S. Bank is hereby designated as agent for the City and shall hold and disburse the funds pursuant to the Deposit and Reimbursement Agreement.

Section 5. That the Mayor, City Manager, Assistant City Manager, or Deputy City Manager of the City of Perris is hereby instructed to receive the cash deposit heretofore made by the Developer and deposit the same in a designated account at U.S. Bank to be used to pay the formation costs of the community facilities district and the proper costs related thereto. Upon receipt of bond proceeds, such funds advanced by the Developer may be reimbursed to the Developer from bond proceeds pursuant to the Deposit and Reimbursement Agreement.

ADOPTED, SIGNED and APPROVED this 11th day of October, 2022.

Mayor

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 on the 11th day of October, 2022, and that it was so adopted by the following vote:

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

By: _____
City Clerk, Nancy Salazar

RESOLUTION NUMBER _____

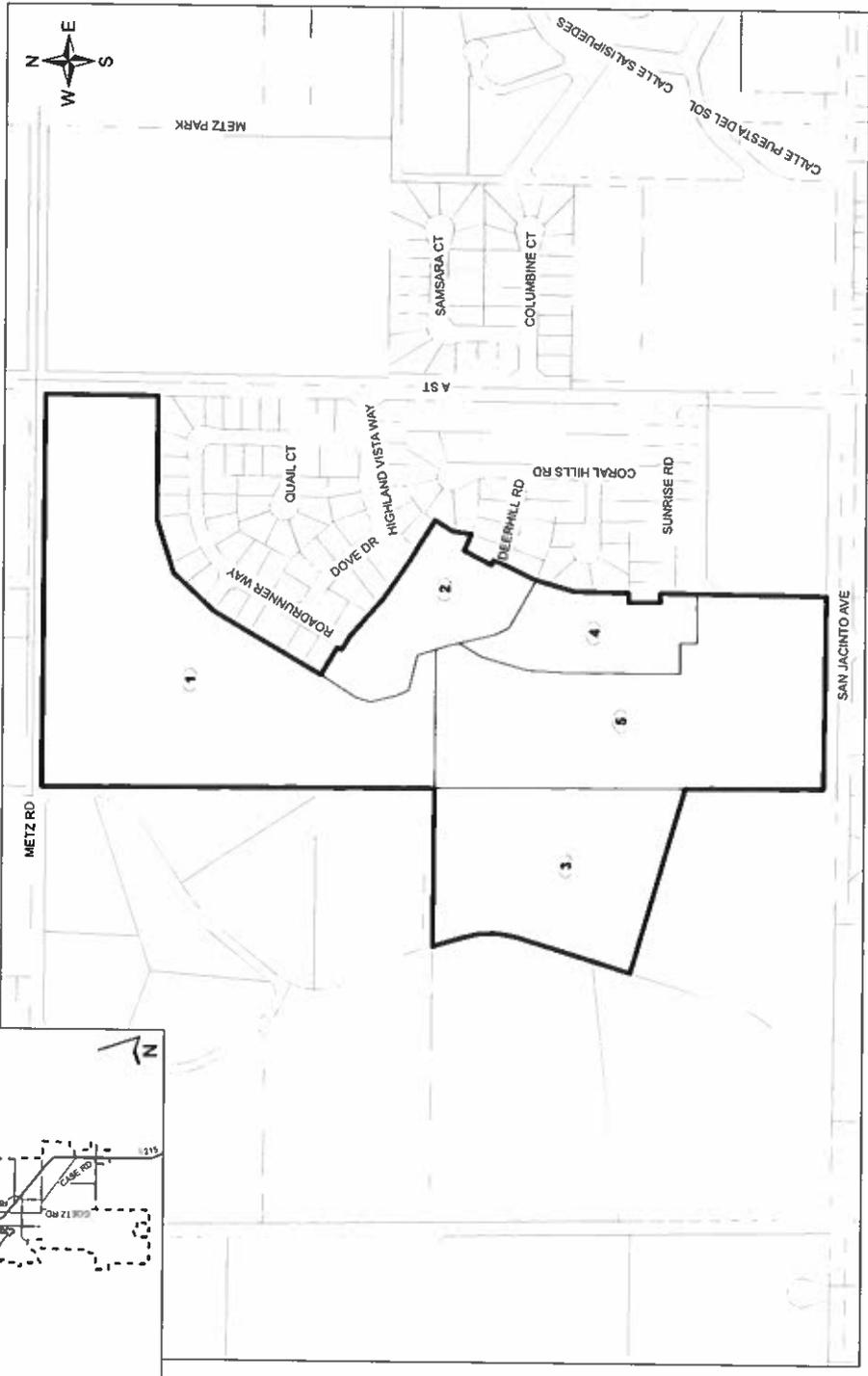
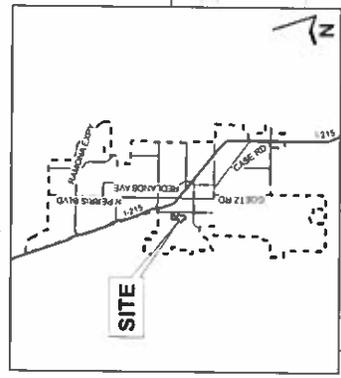
EXHIBIT A

PROPOSED CFD BOUNDARY MAP

[SEE ATTACHED]

**MAP OF PROPOSED BOUNDARIES OF
COMMUNITY FACILITIES DISTRICT NO. 2022-5
(PERRIS 145)**

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
IS A TRUE AND CORRECT COPY OF THE
COMMUNITY FACILITIES DISTRICT NO. 2022-5
(PERRIS 145), CITY OF PERRIS, COUNTY
OF RIVERSIDE, STATE OF CALIFORNIA, WAS
APPROVED BY THE CITY COUNCIL OF THE CITY
OF PERRIS AT A REGULAR MEETING THEREOF,
HELD ON THE _____ DAY OF _____
20____ BY ITS RESOLUTION _____ NO. _____

CITY CLERK
CITY OF PERRIS

FILED THIS _____ DAY OF _____ 20____
AT THE HOUR OF _____ O'CLOCK _____ M _____ N
BY _____ COUNTY CLERK
COUNTY OF RIVERSIDE
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

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

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL
CONTROL OVER ANY OTHER MAPS, LINES
AND DIMENSIONS OF SUCH LOTS OR PARCELS.

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	311-080-033
2	311-080-035
3	311-090-009
4	311-090-016
5	311-090-020

Legend

- CFD No. 2022-5 District Boundary
- CITY OF PERRIS BOUNDARY
- Map Reference Number

WILLIDAN
27388 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 587-3500

RESOLUTION NUMBER _____

EXHIBIT B

FORM OF DEPOSIT REIMBURSEMENT AGREEMENT

[SEE ATTACHED]

DEPOSIT AND REIMBURSEMENT AGREEMENT

THIS DEPOSIT AND REIMBURSEMENT AGREEMENT (this “Deposit Agreement”), dated as of October 1, 2022 for identification purposes only, is by and between the City of Perris, California (the “City”), UCI Property Development Inc., a California corporation (the “Owner”) and U.S. Bank Trust Company, National Association (“Depository Agent” and, together with the City and the Owner, the “Parties”).

RECITALS

WHEREAS, the City has determined to initiate proceedings to create a community facilities district designated “Community Facilities District No. 2022-5 (Perris 145) of the City of Perris” (the “Community Facilities District”) under the Mello-Roos Community Facilities Act of 1982 (the “Act”); and

WHEREAS, Owner is the owner of the real property within the proposed Community Facilities District; and

WHEREAS, in accordance with City’s policy regarding use of the Act, the Owner is required to compensate the City for all costs incurred in the formation of the Community Facilities District and issuance of bonds for the Community Facilities District; and

WHEREAS, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district (including the issuance of bonds thereby); and

WHEREAS, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds advanced, as determined by the legislative body, under all of the following conditions: (a) the proposal to repay the funds is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53321 of the Act and in the resolution of formation to establish the community facilities district pursuant to Section 53325.1 of the Act (including the issuance of bonds thereby), (b) any proposed special tax is approved by the qualified electors of the community facilities district pursuant to the Act, and (c) any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds; and

WHEREAS, the City and the Owner desire to enter into this Deposit Agreement in accordance with Section 53314.9 of the Act in order to provide for the advancement of funds by the Owner to be used to pay costs incurred in connection with the formation of the Community Facilities District and issuance of special tax bonds for the Community Facilities District (the "Bonds"), and to provide for the reimbursement to the Owner of such funds advanced, without interest, from the proceeds of any Bonds.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. The Deposits and Application Thereof.

(a) The Owner has deposited herewith the amount of \$100,000 (the "Initial Deposit"). The City, by its execution hereof, acknowledges receipt of, and accepts, the Initial Deposit.

(b) Reserved.

(c) City hereby agrees and Owner hereby acknowledges that Depository Agent shall hold the Initial Deposit and any subsequent deposits pursuant to (d) hereof as agent for the City. City shall, concurrently with the execution hereof, deposit the Initial Deposit in an account established and identified by Depository Agent ("Deposit Account") Upon its receipt of the Initial Deposit, Depository Agent shall be entitled to deduct therefrom its fee for the account and thereafter for disbursing the Initial Deposit and any subsequent deposits pursuant to the terms of the Deposit Agreement. Upon receipt thereof, Depository Agent shall deposit the Initial Deposit and any subsequent deposit in the
Account.

(d) The Initial Deposit, together with such additional amounts as may be requested by City and any subsequent deposit required to be made by the Owner pursuant to the terms hereof (collectively, the "Deposits"), are to be used to pay for any costs incurred for any authorized purpose in connection with the formation of the Community Facilities District and the issuance of the Bonds (although some costs, fees and expenses may be paid out of the proceeds of the Bonds), including, without limitation, (i) the fees and expenses of any consultants to the City employed in connection with the formation of the Community Facilities District and the issuance of the Bonds, including an engineer, special tax consultant, financial advisor, bond counsel and any other consultant deemed necessary or advisable by the City, (ii) the costs of appraisals, market absorption and feasibility studies and other reports deemed necessary or advisable by the City in connection with the formation of the Community Facilities District and issuance of the Bonds, (iii) the costs of publication of notices, preparation and mailing of ballots and other costs related to any hearing, election or other action or proceeding undertaken in connection with the formation of the Community Facilities District and issuance of the Bonds, (iv) reasonable charges for City staff time incurred in connection with the formation of the Community Facilities District and the issuance of the Bonds by the Community Facilities District, including a reasonable allocation of City overhead expense related thereto, and (v) any and all other actual costs and expenses incurred by the City in

connection with the formation of the Community Facilities District and the issuance of the Bonds (collectively, the "Initial Costs"). The City may as provided in subsection (f) hereof draw upon the Deposits from time to time to pay the Initial Costs. Depository Agent shall have no duty or responsibility to confirm that amounts withdrawn at the direction of the City have been or will be spent on Initial Costs.

(e) If, at any time, the unexpended and unencumbered balance of the Deposits (then currently in the Deposit Account) is less than \$5,000, the City may request, in writing, that the Owner make an additional deposit in an amount estimated by the City to be sufficient, together with any such unexpended and unencumbered balance, to pay for all Initial Costs. The Owner shall make such additional deposit with the City within two weeks of the receipt by the Owner of the City's written request therefor. If the Owner fails to make any such additional deposit within such two week period, the City may cease all work related to the issuance of the Bonds.

(f) The Deposits shall be kept separately by Depository Agent and shall be invested as directed by the City, and if no direction is given; then held uninvested, and the Depository Agent shall at all times maintain records as to the expenditure of the Deposits.

(g) The City shall draw upon the Deposits to pay the Initial Costs by presentation of a disbursement request (the "Request") to Depository Agent in the form attached hereto as Exhibit A and by this reference incorporated herein. The City shall cause Depository Agent to pay such Initial Costs pursuant to the Request.

(h) The City shall provide the Owner with a written summary of expenditures made from the Deposits during, and the unexpended balance thereof, within ten business days of receipt of the City of a written request therefor submitted by the Owner. The cost of providing any such summary shall be charged to the Deposits.

Section 2. Return of Deposits; Reimbursement.

(a) As provided in Section 53314.9 of the Act, the approval by the qualified electors of the Community Facilities District of the proposed special tax to be levied therein is a condition to the repayment to the Owner of the funds advanced by the Owner pursuant hereto. Therefore, if the qualified electors of the Community Facilities District do not approve the proposed special tax to be levied thereon, the City shall have no obligation to repay the Owner any portion of the Deposits expended or encumbered to pay Initial Costs. In accordance with Section 53314.9 of the Act, if the qualified electors of the Community Facilities District do not approve the proposed special tax to be levied therein, the City shall cause the Depository Agent to return to the Owner any portion of the Deposits which have not been expended or encumbered to pay Initial Costs by the time of the election on said proposed special tax.

(b) If proceedings for the issuance of the Bonds are terminated, the City shall, within ten business days after official action by the City or the Community Facilities

District to terminate said proceedings, cause Depository Agent to return the then unexpended and unencumbered portion of the Deposits to the Owner.

(c) If the Bonds are issued by the Community Facilities District, the City shall reimburse the Owner, without interest, for the portion of the Deposits that has been expended or encumbered, said reimbursement to be made within ten business days after the issuance of such Bonds, solely from the proceeds of such Bonds and only to the extent otherwise permitted under the Act. The City shall, within ten business days after the issuance of such Bonds, return the then unexpended and unencumbered portion of the Deposits to the Owner from the Deposit Account.

Section 3. Abandonment of Proceedings. The Owner acknowledges and agrees that the issuance of the Bonds shall be in the sole discretion of the Community Facilities District. No provision of this Deposit Agreement shall be construed as an agreement, promise or warranty of the City to issue the Bonds.

Section 4. Deposit Agreement Not Debt or Liability of City. As provided in Section 53314.9(b) of the Act, this Deposit Agreement does not constitute a debt or liability of the City. The City shall not be obligated to advance any of its own funds to pay Initial Costs or any other costs incurred in connection with the issuance of the Bonds. No member of the City Council of the City and no officer, employee or agent of the City shall to any extent be personally liable hereunder.

Section 5. Notices. Any notices, requests, demands, documents, approvals or disapprovals given or sent under this Deposit Agreement from one Party to another (collectively, "Notices") may be personally delivered, transmitted by email or facsimile (FAX) transmission, or deposit with the United States Postal Service for mailing, postage prepaid, to the address of the other Party as stated in this Section. Notices shall be sent as follows:

If to City:

City of Perris
Attn: City Manager
101 N. "D" Street
Perris, California 92570
Telephone: (951) 943-6100
Fax No. (951) 943-4246

If to Owner:

UCI Property Development Inc.
40355 Winchester Rd, # E124
Temecula, CA 92591
Tel. (951) 582-2910
ATTN: Steve Letwinch

If to Depository Agent:

U.S. Bank Trust Company, National Association
Global Corporate Trust
633 West Fifth Street, 24th Floor
Los Angeles, California 90071
Attn: Ilse Vlach
Tel: (213) 615-6062
Fax: (213) 615-6199

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by email, telex, telegram or telecopier upon the sender's receipt of an appropriate answerback or other written acknowledgement, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

Section 6. California Law. This Deposit Agreement shall be governed and construed in accordance with the laws of the State of California. The Parties shall be entitled to seek any remedy available at law and in equity. All legal actions must be instituted in the Superior Court of the County of Riverside, State of California, in an appropriate municipal court in Riverside County, or in the United States District Court for the Central District of California.

Section 7 Successors and Assigns. This Deposit Agreement shall be binding upon and insure to the benefit of the permitted successors and assigns of the parties hereto. No Party may assign this Deposit Agreement or any of its rights or obligations hereunder without the written consent of the other Parties, provided that if Depository Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Deposit Agreement) to another entity, the successor or transferee entity without any further act will be the successor Depository Agent. In the event Owner sells the real property within the financing district, the Owner shall be permitted to assign the Deposit Agreement, such assignment shall be effective upon notice to the City and Depository Agent.

Section 8 Counterparts. This Deposit Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 9. Other Agreements. The obligations of the Owner hereunder shall be that of a party hereto. Nothing herein shall be construed as affecting the City's or Owner's rights, or duties to perform their respective obligations, under other agreements, use regulations or subdivision requirements relating to the development. This Deposit

Agreement shall not confer any additional rights, or waive any rights given, by either party hereto under any development or other agreement to which they are a party.

Section 10. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Deposit Agreement or of any of its terms. References to section numbers are to sections in this Deposit Agreement, unless expressly stated otherwise.

Section 11. Interpretation. As used in this Deposit Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word “including” shall be construed as if followed by the words “without limitation.” This Deposit Agreement shall be interpreted as though prepared jointly by both Parties.

Section 12. No Waiver. A waiver by any Party of a breach of any of the covenants, conditions or agreements under this Deposit Agreement to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Deposit Agreement.

Section 13. Modifications. Any alteration, change or modification of or to this Deposit Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

Section 14. Severability. If any term, provision, condition or covenant of this Deposit Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Deposit Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

Section 15. Computation of Time. The time in which any act is to be done under this Deposit Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term “holiday” shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

Section 16. Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Deposit Agreement, and in signing this Deposit Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Deposit Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Deposit Agreement; and, they have freely signed this Deposit Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Deposit Agreement, and without duress or coercion, whether economic or otherwise.

Section 17 Cooperation. City and Owner each agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Deposit Agreement including, but not limited to, releases or additional agreements.

Section 18. Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Deposit Agreement, nor shall any such member, official or employee participate in any decision relating to the Deposit Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

Section 19. Depositary Agent Duties.

(a) Depositary Agent undertakes to perform only such duties as are expressly set forth herein and no duties will be implied. Depositary Agent has no fiduciary or discretionary duties of any kind. Depositary Agent's permissive rights will not be construed as duties. Depositary Agent has no liability under and no duty to inquire as to the provisions of any document other than this Deposit Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein and whether or not a copy of such document has been provided to Depositary Agent.

(b) Depositary Agent will not be liable for any action taken or omitted by it in good faith except to the extent that Depositary Agent's gross negligence or willful misconduct was the sole cause of any loss to City or Owner.

(c) In no event will Depositary Agent be liable for (i) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed by Depositary Agent to have been created by or on behalf of City or Owner, (ii) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Depositary Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action or (iii) any amount greater than the value of the Deposits as valued upon deposit with Depositary Agent

(d) Depositary Agent will not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control.

Section 20. Compensation of Depositary Agent.

(a) **Fees and Expenses.** City agrees to compensate Depositary Agent upon demand for its services hereunder in accordance with Schedule A attached hereto. City will be wholly responsible for Depositary Agent's compensation. City shall draw upon the Deposits to compensate Depositary Agent. The obligations of City under this Section shall

survive any termination of this Deposit Agreement and the resignation or removal of Depository Agent.

Section 21. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Depository Agent requires documentation to verify its formation and existence as a legal entity. Depository Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. City and Owner agree to provide all information requested by Depository Agent in connection with any legislation or regulation to which Depository Agent is subject, in a timely manner.

Section 22. Representations and Warranties. City and Owner each respectively make the following representations and warranties to Depository Agent:

(a) it has full power and authority to execute and deliver this Deposit Agreement and to perform its obligations hereunder; and this Deposit Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms.

(b) each of the applicable persons designated on Schedule B attached hereto has been duly appointed to act as its authorized representative hereunder and individually has full power and authority on its behalf to execute and deliver any instruction or direction, to amend, modify or waive any provision of this Deposit Agreement and to take any and all other actions as its authorized representative under this Deposit Agreement and no change in designation of such authorized representatives will be effective until written notice of such change is delivered to each other party to this Deposit Agreement and Depository Agent has had reasonable time to act upon it.

Section 23. Resignation or Removal of Depository Agent. Depository Agent may resign and be discharged from the performance of its duties hereunder at any time by giving ten (10) days' prior written notice to City and Owner specifying a date when such resignation will take effect and, after the date of such resignation notice, notwithstanding any other provision of this Deposit Agreement, Depository Agent's sole obligation will be to hold the Deposits pending appointment of a successor Depository Agent. Similarly, Depository Agent may be removed at any time by City and Owner giving at least thirty (30) days' prior written notice to Depository Agent specifying the date when such removal will take effect. If City and Owner fail to jointly appoint a successor Depository Agent prior to the effective date of such resignation or removal, Depository Agent may petition a court of competent jurisdiction to appoint a successor Depository Agent, and all costs and expenses related to such petition shall be paid jointly and severally by City and Owner. The retiring Depository Agent shall transmit all records pertaining to the Deposits and shall pay all Deposits to the successor Depository Agent, after making copies of such records as the retiring Depository Agent deems advisable and after deduction and payment to the retiring Depository Agent of all fees and expenses payable to, incurred by the retiring

Depository Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Depository Agent's resignation or removal, the provisions of this Deposit Agreement will inure to its benefit as to any actions taken or omitted to be taken by it while it was Depository Agent under this Deposit Agreement.

Section 24. Tax Reporting. Depository Agent has no responsibility for the tax consequences of this Deposit Agreement and City and Owner shall consult with independent counsel concerning any and all tax matters. Except as otherwise agreed by Depository Agent in writing, Depository Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Deposits, if any. Depository Agent will report, on an accrual basis, all interest or income on the Deposits as being owned by City for federal income tax purposes.

Section 25. Entire Agreement. This Deposit Agreement constitutes the entire agreement between the signatory parties hereto relating to the holding, investment and disbursement of Deposits and sets forth in their entirety the obligations and duties of Depository Agent with respect to Deposits. This Deposit Agreement may be executed in two or more counterparts, which when so executed will constitute one and the same agreement or direction. To the extent any provision of this Deposit Agreement is prohibited by or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Deposit Agreement. The Section headings have been inserted for convenience only and will be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Deposit Agreement. Nothing in this Deposit Agreement, express or implied, is intended to or will confer upon any person other than the signatory parties hereto and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Deposit Agreement.

Section 26. Confirmation of Instructions by Depository Agent. In the event instructions, including funds transfer instructions, address change or change in contact information are given to Depository Agent (other than in writing at the time of execution of this Deposit Agreement), whether in writing, by facsimile or otherwise, Depository Agent is required, to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Schedule B hereto. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Depository Agent and will be effective only after Depository Agent has a reasonable opportunity to act on such changes. If Depository Agent is unable to contact any of the designated representatives identified in Schedule B, Depository Agent is hereby required to seek confirmation of such instructions by telephone call-back to any one or more of City's or Owner's executive officers ("Executive Officers"), as the case may be, which will include the titles of City Manager, Deputy City Manager, and Finance Director for the City and Chief Executive Officer, President and Vice President for the Owner, as Depository Agent may select. Such Executive Officer must deliver to Depository Agent a fully executed incumbency certificate. City and Owner agree that Depository Agent may at its option record any telephone calls made pursuant to this Section. Depository Agent

in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by City or Owner to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Deposit Agreement as of the respective dates set forth below.

“CITY”

CITY OF PERRIS, a municipal corporation

Dated: _____

By: _____
City Manager

ATTEST:

By: _____
Nancy Salazar, City Clerk

“OWNER”

UCI PROPERTY DEVELOPMENT INC., a California corporation

By: _____

Name: _____

Title: _____

“DEPOSITARY AGENT”

U.S. Bank Trust Company, National Association

By: _____

Name: _____

Title: _____

EXHIBIT A

Community Facilities District No. 2022-5 (Perris 145) of the City of Perris

WRITTEN REQUEST NO. 1 FOR DISBURSEMENTS PURSUANT TO THE DEPOSIT AND REIMBURSEMENT AGREEMENT

The undersigned hereby states and certifies:

(i) That he/she is the duly qualified City Manager/Finance Director of the City of Perris, a municipal corporation duly organized and existing under the laws of the State of California (the "City") and as such, is familiar with the facts herein certified and is authorized and qualified to execute and deliver this certificate;

(ii) That he/she is authorized pursuant to the Deposit and Reimbursement Agreement, dated as of October 1, 2022 (the "Agreement"), by and between the City of Perris and UCI Property Development Inc., relating to the formation of Community Facilities District No. 2022-5 (Perris 145) of the City of Perris (the "CFD");

(iii) That pursuant to Section 1 (e) of the Agreement, U. S. Bank is hereby directed to disburse this date from Account No. ____ (the "Account") to the payees, designated on Exhibit A attached hereto and by this reference incorporated herein, the respective sums set forth opposite such payees, in payment of certain expenses related to the CFD;

(iv) That each obligation shown on Exhibit A has been properly incurred and is a proper charge against the Account;

(v) That no item to be paid pursuant to this Written Request has been previously paid or reimbursed from the Account; and

(vi) That capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement.

Dated: _____

CITY OF PERRIS

City Manager

[Written Request for Disbursements from
Deposit and Reimbursement Agreement]

EXHIBIT A

2

Payee

Purpose

Amount

SCHEDULE A

Schedule of Fees for Services as Depositary Agent

[see attached]



Schedule of Fees for Services as
Depository Agent

CTS01010 A	Acceptance Fee - The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing. Does not include legal fees.	Amount \$500.00
CTS04060	Depository - Annual fee for standard depository services associated with the administration of the account. Administration fees are payable in advance.	Amount \$750.00

Direct Out of Pocket Expenses. Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel's fees and expenses after the initial closing, travel expenses, and filing fees will be billed at cost.

Extraordinary Administration Services. Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

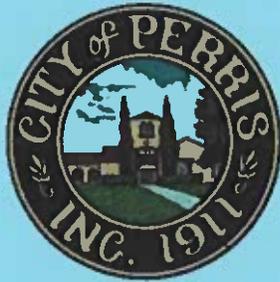
General. Your obligation to pay under this Fee Schedule shall govern the matters described herein and shall not be superseded or modified by the terms of the governing documents, and survive any termination of the transaction or governing documents and the resignation or removal of the trustee or agent. This Fee Schedule shall be construed and interpreted in accordance with the laws of the state identified in the governing documents without giving effect to the conflict of laws principles thereof. You agree to the sole and exclusive jurisdiction of the state and federal courts of the state identified in the governing documents over any proceeding relating to or arising regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.



10.0.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: October 25, 2022
SUBJECT: Check Register for August 2022
REQUESTED ACTION: Approve the City's Monthly Check Register for August 2022
CONTACT: Matthew Schenk, Director of Finance *MS*

BACKGROUND / DISCUSSION:

The check register for the month of August 2022 is presented for City Council approval.

BUDGET (or FISCAL) IMPACT:

None.

Prepared by: Stephen Ajobiewe, Finance Manager

REVIEWED BY:

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

Attachments:

1. Check Register – August 31, 2022

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

ATTACHMENT 1

CHECK REGISTER – AUGUST 31, 2022

CITY OF PERRIS
CHECK REGISTER
August 31, 2022

CHECK	DATE	VENDOR	DESCRIPTION	AMOUNT
151412	08/03/2022	MAMCO INC.	PLACENTIA WIDENING PROJECT	989,781.72
151413	08/03/2022	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	1,031.01
151414	08/03/2022	BILL & DAVE'S LDSC MAINTENANCE	LANDSCAPING MAINTENANCE	97,511.00
151415	08/03/2022	DENNIS GRUBB & ASSOCIATES	DPR20-0013 PATRIOT PARTNERS; DPR22-00003 PATTERSON COM CTR	407.00
151416	08/03/2022	FLOWATER, INC.	PARKS: DRINKING WATER DISPENSER RENTAL	154.06
151417	08/03/2022	HARDY & HARPER, INC	P8-1398, 2021 CITYWIDE STREET IMPROVEMENTS	273,767.10
151418	08/03/2022	HOME DEPOT CREDIT SERVICES	OFFICE FURNITURE SUPPLIES	1,692.21
151419	08/03/2022	INTERWEST CONSULT. GROUP, INC.	ENCROACHMENT PERMITS; ENCHANTED HILLS PARK; PLACENTIA WIDE	62,999.74
151420	08/03/2022	LOVE 4 LIFE ASSOCIATION	CDBG EXPENDITURES JUNE 2022	5,276.44
151421	08/03/2022	BOYS & GIRLS CLUB OF MENIFEE	CDBG EXPENDITURES FEB-MAR 2022	2,406.63
151422	08/03/2022	JIM FORBES VOICE, INC.	ANNEXATION DPR16-00001	441.00
151423	08/03/2022	ANGELIC TREJO	VISION REIMBURSEMENT FY 21-22	850.00
151424	08/03/2022	WATER EDUCATION SERVICES, INC	WATER AND SEWER SYSTEMS	4,400.00
151425	08/03/2022	WEST COAST ARBORISTS, INC	MERCADO PARK APRIL 2022	3,584.55
151426	08/03/2022	WILLDAN FINANCIAL SERVICES	DISCLOSURE COMPLIANCE REVIEW SERVICES OCT2021-MAY2022	450.00
151427	08/03/2022	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	15,989.55
151428	08/03/2022	BILL & DAVE'S LDSC MAINTENANCE	PARKS LANDSCAPE MAINTENANCE	53,039.09
151429	08/03/2022	CREATIVE PRINTING	BUSINESS CARDS	47.41
151430	08/03/2022	DENNIS GRUBB & ASSOCIATES	NANCE ST WAREHOUSE; SEEFRIED PERRIS; PATTERSON BUSINESS CTR	810.00
151431	08/03/2022	HM CONSULTANTS, LLC	CIP PROJECTS	7,400.00
151432	08/03/2022	HOME DEPOT CREDIT SERVICES	AIR FILTERS, JANITORIAL TOOLS, FLAG POLE	752.90
151433	08/03/2022	J THAYER COMPANY, INC.	OFFICE / BREAKROOM SUPPLIES	67.55
151434	08/03/2022	JIM FORBES VOICE, INC.	LEGAL AD: CUP20-05217	330.00
151435	08/03/2022	LAURA SOSA	FITNESS INSTRUCTOR	175.00
151436	08/04/2022	ACTION SURVEYS, INC.	RAMONA EXPWY APN 303-100-010 & 015	10,900.00
151437	08/04/2022	ADAME LANDSCAPE, INC.	BENEFIT ZONES LANDSCAPE	325.00
151438	08/04/2022	IKEYA ADAMS	GAME OFFICIALS	150.00
151439	08/04/2022	AMAZON CAPITAL SERVICES	TONERS, OFFICE PHONES, CS: REMODEL SUPPLIES, PARKS: OFFICE SUP	2,797.69

**CITY OF PERRIS
CHECK REGISTER
August 31, 2022**

151440	08/04/2022	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	3,068.00
151441	08/04/2022	AT&T LONG DISTANCE	LOCATION ACTIVATION & DAILY FEE	125.00
151442	08/04/2022	AUTO ZONE COMMERCIAL	VEHICLE REPAIR TOOLS	137.77
151443	08/04/2022	BARRY KAY ENTERPRISES, INC	REC: JERSEY ADD ON	53.35
151444	08/04/2022	BLADES GROUP, LLC	50LB BAGS OF ROCK ASPHALT	3,348.00
151445	08/04/2022	BMW MOTORCYCLES OF RIVERSIDE	SHERIFF: MOTORCYCLE REPAIRS / MAINTENANCE	935.76
151446	08/04/2022	CARAPIA, STEPHANIE M	DEPOSIT WATER REFUND	7.33
151447	08/04/2022	CINTAS	SUPPLIES FOR FACILITY MAINTENANCE	2,241.91
151448	08/04/2022	COUNTY OF MARIN/CAL-SLA	PW: ANNUAL MEMBERSHIP DUES YEAR END 2023	1,260.00
151449	08/04/2022	CPRS	RENEWALS	290.00
151450	08/04/2022	CR&R INCORPORATED	40 YARD CONATAINER DUMP & RETURN SVCS	4,408.52
151451	08/04/2022	DAN'S FEED AND SEED INC.	PROPANE, STARW HAT, GLOVES	189.60
151452	08/04/2022	DIVERSIFIED DISTRIBUTION	SYNTHETIC OIL	288.77
151453	08/04/2022	JZANE DUDLEY	DANCE INSTRUCTOR	700.00
151454	08/04/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	310.12
151455	08/04/2022	EASTERN MUNICIPAL WATER DISTR	UTILITY ASSISTANCE PROGRAM	96.92
151456	08/04/2022	DUKE REALTY	REIMBURSEMENT AGREEMENT DPR 17-00002	150,958.00
151457	08/04/2022	EASTERN MUNICIPAL WATER DISTR	PAWS PARK 06/23-07/26/22	1,031.67
151458	08/04/2022	EASTERN MUNICIPAL WATER DISTR	LIBERTY PARK 06/17-07/19/22	1,232.62
151459	08/04/2022	EASTERN MUNICIPAL WATER DISTR	MORGAN PARK 06/17-07/19/22	4,952.63
151460	08/04/2022	EASTERN MUNICIPAL WATER DISTR	PARAGON PARK 06/23-07/25/22	5,041.59
151461	08/04/2022	EASTERN MUNICIPAL WATER DISTR	PARAGON PARK 06/23-07/25/22	7,846.19
151462	08/04/2022	EMPLOYMENT SCREENING SERVICES	REFERENCES; BACKGROUND CHECKS	35.85
151463	08/04/2022	FOX, SHARON	DEPOSIT WATER REFUND	7.29
151464	08/04/2022	FRONTIER	TELEPHONE - SOUTH / NORTH PERRIS	78.81
151465	08/04/2022	GLOBAL POWER GROUP, INC.	ANNUAL JULY '22 GENERATOR SERVICES	920.00
151466	08/04/2022	GORM, INC.	JANITORIAL / CLEANING SUPPLIES	1,083.12
151467	08/04/2022	GRAINGER	JANITORIAL / CLEANING SUPPLIES	4,156.28
151468	08/04/2022	ADRIAN HERNANDEZ	BOOT REIMBURSEMENT FY 22/23	150.85

CITY OF PERRIS
CHECK REGISTER
August 31, 2022

151469	08/04/2022	HEXNODE	ANNUAL SUSCRPTION RENEWAL JULY 2022-2023	9,720.00
151470	08/04/2022	ICSC LOCKBOX	SAN DIEGO: EXHIBIT HALLS B2 - D BOOTH 1846	1,700.00
151471	08/04/2022	IDN WILCO, INC.	LSDAG2 PRIVACY LEVER 2- 3/4"	47.64
151472	08/04/2022	INLAND LIGHTING SUPPLIES, INC.	REPLACED DAMAGED GROUND BOXES	905.10
151473	08/04/2022	INLAND ROAD SERVICE & TIRE	NEW TRAILER TIRES' FLAT REPAIR	1,122.02
151474	08/04/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	40.48
151475	08/04/2022	JOHNSON EQUIPMENT CO.	WHELEN VERTEX SUPER-LED LIGHT	1,451.65
151476	08/04/2022	KIMBALL MIDWEST	SHOP TOOLS	430.00
151477	08/04/2022	JAMAAL LEE	REFEREE	150.00
151478	08/04/2022	JOYCE LEE	VISION REIMBURSEMENT FY 22-23	219.00
151479	08/04/2022	LIEBERT CASSIDY WHITMORE	ERC CONSORTIUM MEMBERSHIP	4,270.00
151480	08/04/2022	CARLA LOPEZ	VISION REIMBURSEMENT FY 22-23	842.10
151481	08/04/2022	MAC TOOLS DISTRIBUTOR	SHOP TOOLS	1,163.59
151482	08/04/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	3,517.28
151483	08/04/2022	MESA ENERGY SYSTEMS, INC.	PERRIS LIBRARY: HVAC REPAIR	29,800.00
151484	08/04/2022	RAFAEL MOJICA	BOOT REIMBURSEMENT FY 22/23	250.00
151485	08/04/2022	NAPA AUTO PARTS	VEHICLE MAINTENANCE PARTS	76.55
151486	08/04/2022	NATIONAL DRIVE	JULY 2022 DUES	12.00
151487	08/04/2022	NUTRIEN AG SOLUTION, INC.	TURF TRAX BLUE, MAXIFLEX GLOVES	1,374.41
151488	08/04/2022	OTIS ELEVATOR COMPANY	BOB GLASS GYM ELEVATOR OPERATION MAINTENANCE	1,527.50
151489	08/04/2022	THE PARTS AUTHORITY	BRAKE ROTORS	790.87
151490	08/04/2022	ARCENIO RAMIREZ	REIMB: STORM STADIUM NIGHT UNIFORMS; PARKS LUNCH MEETING	190.34
151491	08/04/2022	RIGHTWAY	PRORTABLE TOILET RENTALS	229.51
151492	08/04/2022	ROW TRAFFIC SAFETY, INC	MESSAGE BOARD EQUIPT RENTAL; VARIOUS SIGNAGE HARDWARE	6,368.64
151493	08/04/2022	SAFETY-KLEEN SYSTEMS, INC.	BRAKE CLEANER	192.51
151494	08/04/2022	SC FUELS	FUEL	182.28
151495	08/04/2022	SOCAL ACCESS AND VIDEO	SECURITY CAMERA:SIM CARD ACCESS	1,485.00
151496	08/04/2022	SoCAL STEM LLC	SUMMER CAMP	3,600.00
151497	08/04/2022	SPARKLETTTS	BOTTLED WATER	131.35

**CITY OF PERRIS
CHECK REGISTER
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151498	08/04/2022	ARIZONA MACHINERY LLC	FILLER CAPS	140.96
151499	08/04/2022	TACOS EL GUERRERENSE	CS DEPT, PARKS & REC LUNCHEON	800.00
151500	08/04/2022	TalentZok	TEMP STAFF SERVICES	22,245.33
151501	08/04/2022	UNIFIRST CORPORATION	PW: UNIFORM MAINTENANCE	370.20
151502	08/04/2022	UNITED WAY OF THE INLAND VALLEY	JULY 2022 DUES	36.00
151503	08/04/2022	VAL VERDE GRAPHICS	CUSTOM: T-BALL / BASKETBALL / MIGHTY MITES	1,683.50
151504	08/04/2022	VORTEX INDUSTRIES, INC	CLEANED SENSORS & LUBED ACCORDION DOORS	572.00
151505	08/04/2022	WESTERN EXTERMINATOR COMP	PEST & GOPHER CONTROL	738.42
151506	08/04/2022	WINZER CORPORATION	MOLY LUBE	124.40
151507	08/04/2022	XEROX FINANCIAL SERVICES	PRINTER CONTRACT *003 JULY 2022	136.27
151508	08/04/2022	ACTIVE IMPRESSIONS	GROW PERRIS: JUNIOR MASTER GARDENER	353.80
151509	08/04/2022	ADAME LANDSCAPE, INC.	JUNE 2022 - LMD 1-200-01NE & LMD 1-200-01GF	42,654.25
151510	08/04/2022	AGUIAR PROFESSIONAL TRAINING	GOAL SETTING SESSION	1,800.00
151511	08/04/2022	AMAZON WEB SERVICES, INC.	CLOUD STORAGE SERVICES JUNE 2022	733.78
151512	08/04/2022	AMAZON CAPITAL SERVICES	OFFICE FURNITTURE; GROW PERRIS MAINTENANCE SUPPLIES	1,562.55
151513	08/04/2022	AMERICAN DYNAMIC SERVICES, INC	FIRE STATION 101 QUATERLY MONITORING JAN-SEPT 2022	885.00
151514	08/04/2022	BAY ALARM COMPANY	MULTIPLE LOCATIONS SEPT21-JULY22	22,825.26
151515	08/04/2022	BEST CARPET CLEANER	FIRE STATION 101; JUNE 2022	1,000.00
151516	08/04/2022	CORPORATE PAYMENT SYSTEMS	YAC TRIP; SENIOR CTR SUPPLIES; SHRFF CONF; GROW PERRIS PGM	10,080.76
151517	08/04/2022	CORPORATE PAYMENT SYSTEMS	FIRE STA SUPPLIES; YAC FIELDTRIP; KNOTTS; SUMMER CAMP	10,508.80
151518	08/04/2022	CORPORATE PAYMENT SYSTEMS	SUMMER PGM; PARKS CONFERENCE; YAC EVENT SUPPLIES	11,276.19
151519	08/04/2022	CORPORATE PAYMENT SYSTEMS	SENIOR CENTER TABLE; PC MEETIGN; NOD/SHIP CONTAINER	12,486.26
151520	08/04/2022	CR&R INCORPORATED	TRASH COLLECTED FOR CR&R MAY 2022	1,020.18
151521	08/04/2022	DELL MARKETING LP	OFFICE FURNITURE; LAPTOPS FOR FINANCE DIRECTOR AND CM ASSIST	5,039.26
151522	08/04/2022	EASTERN MUNICIPAL WATER DISTR	MONUMENT RANCH 05/03-06/01/22	1,296.55
151523	08/04/2022	EASTERN MUNICIPAL WATER DISTR	LIBERTY PARK 05/18-06/16/22	1,465.00
151524	08/04/2022	EASTERN MUNICIPAL WATER DISTR	MORGAN PARK 06/17-07/19/22	4,054.95
151525	08/04/2022	EASTERN MUNICIPAL WATER DISTR	PATRIOT PARK 05/10-06/08/22	5,371.12
151526	08/04/2022	EASTERN MUNICIPAL WATER DISTR	PATRIOT PARK 06/09-07/11/22	5,558.79

**CITY OF PERRIS
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151527	08/04/2022	EASTERN MUNICIPAL WATER DISTR	MORGAN PARK 05/18-06/16/22	5,750.03
151528	08/04/2022	EASTERN MUNICIPAL WATER DISTR	SKYDIVE PARK 05/11=06/07/22	5,771.56
151529	08/04/2022	EMPLOYMENT SCREENING SERVICES	CERTIFICATION REPORT	16.00
151530	08/04/2022	ESGIL, LLC	PROFESSIONAL SVCS JUNE 2022	765.58
151531	08/04/2022	EWING IRRIGATION PRODUCTS, INC.	PARKS LANDSCAPE MAINTENANCE	760.04
151532	08/04/2022	FAIR HOUSING RIVERSIDE COUNTY	CDBG EXPENDITURES JUNE 2022	1,705.37
151533	08/04/2022	FIELDMAN, ROLAPP & ASSOCIATES	CFD 2022-4 PARK WEST; CFD 2022-3 STRATFORD RANCH - JUN2022	5,616.08
151534	08/04/2022	HINDERLITER DeLLAMAS & ASSOCIA	CANNABIS MGMT PROGRAM MARCH 2022	250.00
151535	08/04/2022	HONEYWELL GLOBAL FINANCE	kWh PRODUCTION JUNE 2022	21,383.94
151536	08/04/2022	VOID	VOID	0.00
151537	08/04/2022	EASTERN MUNICIPAL WATER DIST	UTILITY ASSISTANCE PROGRAM	57.10
151538	08/04/2022	LEOTEK ELECTRONICS	LED COBRAHEADS	7,402.43
151539	08/04/2022	LOR GEOTECHNICAL GROUP INC	RAMONA EXPWY RETAINING WALL PRELIMINARY SOILS	4,000.00
151540	08/04/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	1,045.21
151541	08/04/2022	EASTERN MUNICIPAL WATER DIST	UTILITY ASSISTANCE PROGRAM	105.84
151542	08/04/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	25.70
151543	08/04/2022	VOID	VOID	0.00
151544	08/04/2022	OCEAN BLUE ENVIROMENTAL SERV	PERRIS BLVD & NUEVO RD FEB 2022	10,213.49
151545	08/04/2022	OCHOA'S BACKFLOW SYSTEMS	ANNUAL CERTIFICATION TESTS	6,050.00
151546	08/04/2022	QUINN COMPANY	CATERPILLAR 420E REPAIR RENTAL	7,607.01
151547	08/04/2022	RIVERSIDE COUNTY SHERIFF'S DEPT	LAW ENF. BILLING PERIOD #12 MAY 2022	1,680,081.79
151548	08/04/2022	ROTARY CLUB OF PERRIS	ROTARY HONORS GALA; 16- ATTENDEES	640.00
151549	08/04/2022	GILBERTO SANCHEZ	RENTAL ASSISTANCE PROGRAM	2,100.00
151550	08/04/2022	SC FUELS	FUEL	27,240.69
151551	08/04/2022	SOUTHERN CALIFORNIA EDISON	VARIOUS SERVICE LOCATIONS 05/25/06/26/22	32,495.03
151552	08/04/2022	SHERIFF'S SPECIAL EVENTS	DUES / RIVCO SHERIFF'S DEPT AWARDS CEREMONY	100.00
151553	08/04/2022	STATE OF CALIFORNIA	SMI QTRS 3-4 19/20; SMI QTRS 1-4 20/21; SMI QTRS 1-4 21/22	137,419.50
151554	08/04/2022	SYNTECH	CORE SWITCH CABLES	744.18
151555	08/04/2022	COUNTY OF RIVERSIDE	SLF COSTS JAN, MAR-MAY 2022	149,029.65

**CITY OF PERRIS
CHECK REGISTER
August 31, 2022**

151556	08/04/2022	TOTAL COMPENSATION SYSTEMS	GASB 75 ROLL-FORWARD 2ND INSTALLMENT	900.00
151557	08/04/2022	WINGRAPHICS, INC	RODS & RAILS: SAVE THE DATE	110.60
151558	08/08/2022	INLAND FOUNDATION ENGINEERING	PAVEMENT EVAL: OLD NUEVO RD	10,830.00
151559	08/09/2022	LEILANI CONSTRUCTION INC.	COPPER LINE REPLACEMENT; 227 N D ST	60,000.00
151560	08/10/2022	AVANT GARDE, INC	RTP GRANT WRITING FEES	1,410.75
151561	08/10/2022	CREATIVE PRINTING	ENCHANTED HILLS INVITES	53.07
151562	08/10/2022	DENNIS GRUBB & ASSOCIATES	DPR21-00011; DPR22-00011; DPR22-00012; DPR22-00010	1,270.00
151563	08/10/2022	HOME DEPOT CREDIT SERVICES	RENTAL: MINI EXCAVATOR	116.12
151564	08/10/2022	INTERWEST CONSULT GROUP, INC.	CITYWIDE SAFETY IMP; ENCHANTED HILLS PARK; PLACENTIA WIDENING	162,870.74
151565	08/10/2022	J THAYER COMPANY, INC.	PRINTING INK; TONER SUPPLIES	335.07
151566	08/10/2022	BOYS & GIRLS CLUB OF MENIFEE	CDBG EXPENDITURES DEC '21 - JAN '22	1,802.40
151567	08/10/2022	NIELSEN MERKSAMER PARRINELLO	PROFESSIONAL SVCS APR-MAY 2022	648.50
151568	08/10/2022	PACIFIC CODE COMPLIANCE	PROFESSIONAL SERVICES JUNE 2022	24,255.42
151569	08/10/2022	COUNTY OF RIVERSIDE	FIRE PROTECTION - 3RD QTR FY 21-22 JAN-MAR	1,141,610.99
151570	08/10/2022	WILLDAN FINANCIAL SERVICES	ARBITRAGE REBATE SERVICES	1,750.00
151571	08/10/2022	MARIA ARREGUIN	VISION / BOOT REIMBURSEMENT FY 22/23	925.46
151572	08/10/2022	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	12,516.05
151573	08/10/2022	BILL & DAVE'S LDSC MAINTENANCE	BZ IRRIGATION / LMD-1-2020-21-01	43,238.58
151574	08/10/2022	CREATIVE PRINTING	LABELS / FLYERS / BUSINESS CARDS	655.34
151575	08/10/2022	DENNIS GRUBB & ASSOCIATES	PLAN CHECKS	15,152.50
151576	08/10/2022	FLOWATER, INC.	PW: DRINKING WATER DISPENSER	154.06
151577	08/10/2022	HOME DEPOT CREDIT SERVICES	GRAFFITI ABATEMENT/ WATER FILTERS/ JR MASTER GARDENER	1,359.18
151578	08/10/2022	INTERWEST CONSULT GROUP, INC.	MISC PLANNING CASES	10,891.25
151579	08/10/2022	J THAYER COMPANY, INC.	OFFICE & LUNCHROOM SUPPLIES	998.03
151580	08/10/2022	JIM FORBES VOICE, INC.	DPR22-00006 MATTHEW EVANS; DPR19-00012 CHANTAL POWERS	782.51
151581	08/10/2022	ROMO PIPELINE	STREET REPAIR WATER LEAK / REMOVE WATER SERVICE	7,700.00
151582	08/10/2022	TEAMSTERS LOCAL 911	UNION DUES JULY 2022	3,997.00
151583	08/10/2022	WATER EDUCATION SERVICES, INC	COORDINATION WITH INFRAMARK FOR WATER & SEWER	3,630.00
151584	08/11/2022	ACTION SURVEYS, INC.	CORE 5 RIDER, JUNE 2022; WILSON AVE P8-1437	1,181.00

**CITY OF PERRIS
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151585	08/11/2022	ALBERT A. WEBB ASSOCIATES	GREEN VALLEY PARK PROF SERVICES 04/23/22; 05/21/22; 06/25/22	351,375.50
151586	08/11/2022	AMAZON CAPITAL SERVICES	CAL FRESH OFFICE SUPPLIES	383.40
151587	08/11/2022	COUNTY OF RIVERSIDE	RIVCO SHELTER 05/01-05/31/22	23,583.96
151588	08/11/2022	CG RESOURCE MANAGEMENT	WQMP REVIEW / ISNPECTION	1,200.00
151589	08/11/2022	COMMONWEALTH LAND TITLE CO	SAN JACINTO AVE CONNECTIVITY	2,100.00
151590	08/11/2022	COMMUNITY WORKS DES GROUP	ENCHANTED HILLS - CWDG	7,849.87
151591	08/11/2022	CR&R INCORPORATED	TRASH COLLECTED FOR CR&R APR 2022	3,598.52
151592	08/11/2022	DUDEK	PV MDP LINE E; STAGE 5 & 6 PROJECT	6,360.64
151593	08/11/2022	EPIC LAND SOLUTIONS, INC.	PVST PHASE II	2,212.46
151594	08/11/2022	FEDERAL EXPRESS CORP	06/03-06/14; 06/17-06/20; 06/22-06/28/22	135.56
151595	08/11/2022	GLENN LUKOS ASSOCIATES, INC.	PVSD CHANNEL	1,656.50
151596	08/11/2022	ALTA HARRIS	FY21/22 MILEAGE REIMBURSEMENT	8.42
151597	08/11/2022	IMPERIAL SPRINKLER SUPPLY	MORGAN PARK; POCKET PARK	338.32
151598	08/11/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	113.89
151599	08/11/2022	JOHNSON CONTROLS FIRE PROTECT	ANNUAL SPRINKLER SYSTEM; PERRIS BANK	1,988.73
151600	08/11/2022	LOR GEOTECHNICAL GROUP INC	PLACENTIA WIDENING PROJECT	3,432.00
151601	08/11/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	2,216.36
151602	08/11/2022	PAPER RECYCLING & SHREDDING	RECYCLING & SHREDDING SERVICES	1,250.00
151603	08/11/2022	RIVERSIDE COUNTY CLERK	RECORDING BILLING MAY 2022	60.00
151604	08/11/2022	RIVERSIDE CTY-DEPT OF ENV HEALTH	VECTOR CONTROL SVCS APR-JUN2022	2,261.72
151605	08/11/2022	SOUTHERN CALIFORNIA EDISON	7TH ST & S B ST 06/01-06/30/22	5,669.40
151606	08/11/2022	SOUTHERN CALIFORNIA EDISON	ORANGE AVE & WILMA 06/01-06/30/22	46,614.29
151607	08/11/2022	SOUTHERN CALIFORNIA EDISON	OLD NUEVO RD P8-1461	20.00
151608	08/11/2022	COUNTY OF RIVERSIDE	REDLANDS & RIDER SIGNAL 05/01-05/31/22	8,233.29
151609	08/11/2022	WINGRAPHS, INC	PUBLIC HEALTH PROGRAM SIGNAGE	111.63
151610	08/11/2022	ACTION SURVEYS, INC.	CIP PROJECTS; CITYWIDE SEWER & WATER LINES	2,700.00
151611	08/11/2022	ADVANCED MOBILITY GROUP	P1906186 PERRIS BLVD SAFETY IMPROVEMENT PROJECT	1,983.46
151612	08/11/2022	ALBERT A. WEBB ASSOCIATES	PVST PHASE II	1,583.23
151613	08/11/2022	AMAZON CAPITAL SERVICES	LED MONITORS / TONER CARTRIDGE	941.59

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151614	08/11/2022	ANDERSON ELECTRIC	ELECTRICAL REPAIRS / MAINTENANCE	5,457.00
151615	08/11/2022	COUNTY OF RIVERSIDE	RIVCO SHELTER 04/01-04/30/22; 06/01-06/30/22	106,021.29
151616	08/11/2022	BAY ALARM COMPANY	ALARM MONITORING; ACCESS CONTROL; CAMERA SYSTEM	5,520.75
151617	08/11/2022	BIO-TOX LABORATORIES	BLOOD DRAWS / DRUG SCREENING	4,149.00
151618	08/11/2022	COMMUNITY WORKS DESIGN GROUP	ENCHANTED HILLS PARK CWDG; MERCADO PARK	13,385.01
151619	08/11/2022	DAN'S FEED AND SEED INC.	SUN HAT	15.07
151620	08/11/2022	DEGUIRE WEED ABATEMENT	WEED ABATEMENT	1,263.39
151621	08/11/2022	EASTERN MUNICIPAL WATER DIST	REDLANDS AVE, NUEVO RD, INDIAN AVE 06/06-07/70/22	978.04
151622	08/11/2022	FEDERAL EXPRESS CORP	06/30- 07/27/22	237.97
151623	08/11/2022	FIRST SECURITY FINANCE, INC.	LOAN PAYMENT FOR AUGUST 2022	2,563.82
151624	08/11/2022	ZAHID HUERTA	VISION REIMBURSEMENT FY 22/23	850.00
151625	08/11/2022	IDN WILCO, INC.	BUILDING MAINTENANCE SUPPLIES	739.72
151626	08/11/2022	IMPERIAL SPRINKLER SUPPLY	GROUPS MAINTENANCE SUPPLIES	1,204.73
151627	08/11/2022	INLAND DESERT SECURITY & COMM	TELEPHONE ANSWERING SERVICES	100.00
151628	08/11/2022	INLAND LIGHTING SUPPLIES, INC.	GREEN VALLEY STREETLIGHT PJCT; REPALCED GROUND BOXES	11,831.06
151629	08/11/2022	IRON MOUNTAIN	FINANCE: STORAGE SERVICES	1,064.45
151630	08/11/2022	iWorQ Systems, Inc.	PW PACKAGE / FACILITY MANAGEMENT	14,250.00
151631	08/11/2022	ANA JACQUEZ	VISION REIMBURSEMENT FY22/23	850.00
151632	08/11/2022	LAUREL LANE ENTERPRISES, LLC	PERRIS CITY FARM: FIRST DEPOSIT	5,908.25
151633	08/11/2022	LANDREC	PERRIS GREEN CITY FARM: STRUCTURAL CALCULATION	1,380.00
151634	08/11/2022	LAWN TECH	SMALL TOOLS / EQUIPMENT	419.86
151635	08/11/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	6,026.96
151636	08/11/2022	MARSHACK HAYS, LLP	WESTERN COMMUNITY ENERGY BANKRUPTCY	164.75
151637	08/11/2022	MESA ENERGY SYSTEMS, INC.	1- TON SPOT COOLING UNIT	22,360.00
151638	08/11/2022	NATIONAL BUSINESS FURNITURE, LLC	CS BUILDING: REMODEL FURNITURE	3,580.71
151639	08/11/2022	NUTRIEN AG SOLUTION, INC.	ROUND-UP; 2.5 GAL ACTIVATOR	447.27
151640	08/11/2022	OTIS ELEVATOR COMPANY	BOB GLASS GYM ELEVATOR: DOOR MAINTENANCE	1,267.00
151641	08/11/2022	P&P UNIFORMS RIV	DS: STAFF SUPPLIES & UNIFORMS	306.95
151642	08/11/2022	PERRIS UNION HIGH SCHOOL DIST	2022-2023 PERRIS/MENIFEE CHAMBER OF COMMERCE	550.00

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151643	08/11/2022	PITNEY BOWES INC	ADMIN:POSTAGE	245.73
151644	08/11/2022	COUNTY OF RIVERSIDE	LAFCO FEE FY 22/23	11,095.40
151645	08/11/2022	SC FUELS	FUEL	12,623.74
151646	08/11/2022	Z & T VENTURES, INC.	COP-M1-M-7/2022; COP M2-M-7/2022 JULY 2022	1,240.00
151647	08/11/2022	SHRED-IT C/O STERICYCLE, INC.	SHREDDING SERVICES JULY 2022	413.48
151648	08/11/2022	MAI II PROPERTIES LLC	ANNUAL DUES FOR STORAGE 09/22-02/23	1,094.50
151649	08/11/2022	SYNTECH	VISTUAL SERVER SOFTWARE / NEWTWORK AND SERVER SUPPORT	5,670.60
151650	08/11/2022	TalentZok	TEMP STAFF SERVICES	1,302.00
151651	08/11/2022	TYLER TECHNOLOGIES, INC.	UB IMPLEMENTATION; TRAINING	12,125.00
151652	08/11/2022	UNIFIRST CORPORATION	PW & PARKS: UNIFORM MAINTENANCE	1,260.72
151653	08/11/2022	UNIFIRST FIRST AID CORP	FIRST AID KIT SUPPLIES	80.91
151654	08/17/2022	CALIFORNIA ELECTRIC SUPPLY	DOWNTOWN DECO LIGHTING / RETRO FIT LAMPS	2,956.66
151655	08/17/2022	CREATIVE PRINTING	SUMMER CAMP SUPPLIES / RODS & RAILS SUPPLIES	643.95
151656	08/17/2022	HOME DEPOT CREDIT SERVICES	TOOLS & OFFICE FURNITURE	134.95
151657	08/17/2022	INTERWEST CONSULT GROUP, INC.	PROFESSIONAL SVCS JUN22, SEPT-OCT 21; MISC . PLANNING	50,903.75
151658	08/17/2022	LYONS SECURITY SERVICE INC.	YOUTH SUMMER CONCERT SECURITY	132.30
151659	08/17/2022	DAVID OSORIO	MARIACHI INSTRUCTOR	2,500.00
151660	08/17/2022	SALVADOR OSORIO	MARIACHI INSTRUCTOR	2,500.00
151661	08/17/2022	JIM FORBES VOICE, INC.	LEGAL AD: D ST	519.14
151662	08/17/2022	WEST COAST ARBORISTS, INC	GRID PRUNNING; LANDSCAPE MAINTENANCE 05/16-05/31/22	32,402.20
151663	08/17/2022	WILLDAN FINANCIAL SERVICES	FORMATION OF RESIDENTIAL COMMUNITY FEB2022	4,750.00
151664	08/17/2022	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	32,840.27
151665	08/17/2022	BILL & DAVE'S LDSC MAINTENANCE	CONTINGENCIES FOR LMD BZ-35 & BZ101	4,128.10
151666	08/17/2022	FLOWATER, INC.	RENTAL, DRINKING WATER DISPENSER	405.15
151667	08/17/2022	HOME DEPOT CREDIT SERVICES	LANDSCAPE SUPPLIES; MOVIES IN THE PARK; BUILDING MAINTENANCE	594.79
151668	08/17/2022	INTERWEST CONSULTING GROUP, INC.	MISC PLANNING	21,230.00
151669	08/17/2022	J THAYER COMPANY, INC.	CM OFFICE: OFFICE SUPPLIES	164.71
151670	08/17/2022	LEILANI CONSTRUCTION INC.	ARPA: ENCHANTED HILLS PARK	45,000.00
151671	08/17/2022	LISETTE ORTEGA	BALLET INSTRUCTOR JULY 2022	2,300.00

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151672	08/17/2022	JIM FORBES VOICE, INC.	LEGAL ADS	3,425.81
151673	08/17/2022	PINEDA GENERAL CONSTRUCTION	BZ-35 NEW SIGNS "MAY FARMS"	5,000.00
151674	08/17/2022	RK ENGINEERING GROUP INC	MULTIPLE LOCATIONS TRAFFIC REVIEWS & SCOPING	12,310.00
151675	08/17/2022	ROMO PIPELINE	COLISEUM ST: RISE & CLEAN SEWER MANHOLE	5,400.00
151676	08/18/2022	AMAZON CAPITAL SERVICES	GYM SUPPLIES; END OF SUMMER SPLASH SUPPLIES	2,241.32
151677	08/18/2022	BAY ALARM COMPANY	ALARM MONITORING; ACCESS CONTROL; CAMERA SYSTEM	5,221.50
151678	08/18/2022	COMMUNITY WORKS DESIGN GROUP	PARAGON PARK; SAN JACINTO RIVER RCA REVISIONS	17,061.25
151679	08/18/2022	CR&R INCORPORATED	TRASH COLLECTED FOR CR&R JUNE2022	732.70
151680	08/18/2022	DEVON TAYLOR	SUMMER PROGRAM INSTRUCTOR JUN-AUG2022	800.00
151681	08/18/2022	EASTERN MUNICIPAL WATER DIST	WHOLESALE JUNE 2022	1,949.00
151682	08/18/2022	EDER LOPEZ VALENCIA	SUMMER PROGRAM REFUND	20.00
151683	08/18/2022	EMPLOYMENT SCREENING SERVICES	BACKGROUND CHECK	58.00
151684	08/18/2022	JACKSON LEWIS PC	ERMA: INSURANCE PORTION FOR JUNE 2022	62.00
151685	08/18/2022	CAMEL FINANCIAL, INC	TEEN CENTER: TUTORING SERVICES	1,350.00
151686	08/18/2022	MOTOPOST	SHERIFF UNIFORM	1,975.54
151687	08/18/2022	JERRY MULLINS	RODS & RAILS CONSULTING FEE	350.00
151688	08/18/2022	RIVERSIDE COUNTY SHERIFF'S DEPT	SART EXAMS JUNE 2022	800.00
151689	08/18/2022	SOUTHERN CALIFORNIA EDISON	PROJECT P8-1440; P8-1416 CITYWIDE SEWER	120.00
151690	08/18/2022	THE CODE GROUP, INC	PLAN CHECK SERVICES FEB-MAY 2022; STAFFING SERVICES MAY 2022	31,483.66
151691	08/18/2022	VAL VERDE GRAPHICS	YOUTH SUMMER CAMP T-SHIRTS	504.00
151692	08/18/2022	VASQUEZZ, FREDDY	UITLITY BILLING: REFUND OF SEWER FEES	1,392.21
151693	08/18/2022	VERIZON WIRELESS	PLATE READER; EOC ACCT; PW ACCT; IPADS ACCT; LINEAR PARK ACCT	16,003.01
151694	08/18/2022	AIR & HOSE SOURCE, INC.	FIRE HYDRANT ADAPTER; HOSE USED TO REMOVE WATER-BLACK FUEL	213.88
151695	08/18/2022	AMAZON CAPITAL SERVICES	SUPPLIES; TONER CART / FURNITURE / PC CONNECTION / COPYPAPER	4,078.82
151696	08/18/2022	AMERICAN EAGLE TROPHIES	NAMEPLATES	43.50
151697	08/18/2022	ANDERSON CHEVROLET	CHECKED TIRES; REPAIRS 2009 CHEVY SILVERADO	1,522.02
151698	08/18/2022	ANDERSON ELECTRIC	GREEN VALLEY DEVELOPMENT	10,014.00
151699	08/18/2022	VERONICA ARANA	REIMBURSEMENT: DS WORKSHOP SUPPLIES	42.65
151700	08/18/2022	ARVIE DAGATAN	REIMBURSEMENT: DS WORKSHOP SUPPLIES	240.10

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151701	08/18/2022	AUTO ZONE COMMERCIAL	SHOP SUPPLIES	10.66
151702	08/18/2022	AVALON SHUTTERS, INC	DEPOSIT FOR CITY HALL SHUTTERS	2,372.60
151703	08/18/2022	BIG D'S BBQ	YOUTH ADVISORY COMMITTEE: BACKPACK GIVEAWAY	100.00
151704	08/18/2022	BMW MOTORCYCLES OF RIVERSIDE	SHERIFF: MOTORCYCLE REPAIRS / MAINTENANCE	2,217.96
151705	08/18/2022	CINTAS	SUPPLIES FOR FACILITY MAINTENANCE	1,906.93
151706	08/18/2022	CINTAS	EMERGENCY MEDICAL SUPPLIES	242.18
151707	08/18/2022	CORPORATE PAYMENT SYSTEMS	SUMMER CAP; SHRFF TRAINING; SENIOR ART SHOW	3,426.88
151708	08/18/2022	DAN'S FEED AND SEED INC.	STRAW HATS; GROUNDS MAINT. SUPPLIES	71.87
151709	08/18/2022	DTSC - CAL000065887	EPA NUMBER VERIFICATION FEE	15.00
151710	08/18/2022	EASTERN MUNICIPAL WATER DIST	ACCT *74626 07/20/22	4,363.18
151711	08/18/2022	EASTERN MUNICIPAL WATER DIST	MULTIPLE ACCTS 06/08-07/19/22	25,605.46
151712	08/18/2022	EMPLOYMENT SCREENING SERVICES,	PROFESSIONAL LICENSE	11.00
151713	08/18/2022	EWING IRRIGATION PRODUCTS, INC.	BZ-70 SMALL PARTS	84.48
151714	08/18/2022	EXPERIAN	UB: CREDIT CHECK JULY 2022	54.56
151715	08/18/2022	FREIDER RODRIGUEZ	PER DIEM: BASIC MOTORCYCLE ENF. 08/29-09/09/22	710.00
151716	08/18/2022	GOLDSTAR ASPHALT PRODUCTS	SS-1H TACK / EMULSION	183.71
151717	08/18/2022	GORM, INC.	CUSTODIAL SUPPLIES	1,109.54
151718	08/18/2022	GRAY QUARTER, INC.	TECHNICAL CONSULTING	1,387.50
151719	08/18/2022	ALTA HARRIS	MILEAGE REIMBURSEMENT	7.50
151720	08/18/2022	HAULAWAY STORAGE CONTAINERS	20 FT CONTAINER RENTAL	165.20
151721	08/18/2022	ADRIAN HERNANDEZ	VISION REIMBURSEMENT FY22/23	850.00
151722	08/18/2022	HIRSCH & ASSOCIATES INC	MORGAN PARK 2.1 PARKING LOT EXPANSION	11,500.00
151723	08/18/2022	ZAHID HUERTA	BOOTS REIMBURSEMENT FY22/23	168.55
151724	08/18/2022	IRRIGATOR TECHNICAL TRAINING	CERIFIED IRRIGATION REPAIR TECHNICIAN BOOK	2,310.00
151725	08/18/2022	KILEY HANSEN	PER DIEM: BASIC MOTORCYCLE ENF. 08/29-09/09/22	710.00
151726	08/18/2022	KOFF & ASSOCIATES, INC	PROFESSIONAL SERVICES JULY 2022	640.00
151727	08/18/2022	LOR GEOTECHNICAL GROUP INC	ENCHANTED HILLS P-034-1	11,118.50
151728	08/18/2022	MAC TOOLS DISTRIBUTOR	41- INCH 6-DRAWER UTILITY CART	2,751.36
151729	08/18/2022	MARISELA MAGANA	REFUND: ELECTION 11/08/22	700.00

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151730	08/18/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	1,057.36
151731	08/18/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	2,654.20
151732	08/18/2022	MARK THOMAS & COMPANY, INC.	I-215/HARLEY KNOX INTERCHANGE ENVIROMENTAL	38,628.75
151733	08/18/2022	MEDINA, CINDY	CUSTOMER REFUND PMT22-01827	63.35
151734	08/18/2022	MESA ENERGY SYSTEMS, INC.	PERRIS LIBRARY: HVAC REPAIR	2,652.50
151735	08/18/2022	LATIESHA MUSCHAMP	CHILDCARE ASSISTANCE PGM	1,650.00
151736	08/18/2022	LEMUEL NEAL	SUMMER SPORTS REFEREE	292.00
151737	08/18/2022	POWERPLAN OIB	BACKHOE LOADER PARTS	111.37
151738	08/18/2022	DAVID STARR RABB	REFUND: ELECTION 11/08/22	700.00
151739	08/18/2022	ROSA'S BRIDE & TUX BOUTIQUE	YOUTH SUMMER PROGRAM BALLE	484.87
151740	08/18/2022	ROW TRAFFIC SAFETY, INC	GRAFFITI FILM; STREET SIGNS	2,322.93
151741	08/18/2022	SAFETY-KLEEN SYSTEMS, INC.	PARTS WASHER SERVICE	670.73
151742	08/18/2022	NANCY SALAZAR	REFUND: ELECTION 11/08/22	700.00
151743	08/18/2022	SC FUELS	FUEL	302.43
151744	08/18/2022	Z & T VENTURES, INC.	COP BZ137-M-7/2022; COP BZ138-M-7/2022	1,380.00
151745	08/18/2022	SITEONE LANDSCAPE SUPPLY, LLC	LANDSCAPE SUPPLIES	8,031.61
151746	08/18/2022	SOCAL GAS	BILLING PERIOD 06/28-07/28/22	288.14
151747	08/18/2022	ARIZONA MACHINERY LLC	MOWER BLADES	255.82
151748	08/18/2022	SUNSET GRAPHICS	MANAGEMENT UNIFORMS	130.50
151749	08/18/2022	SWANK MOTION PICTURES, INC	ENCHANTED HILLS PARK / END OF SUMMER SPLASH: MOVIE RENTAL	585.00
151750	08/18/2022	T-MOBILE USA INC	SHERIFF: GPS LOCATE	125.00
151751	08/18/2022	TalentZok	TEMP STAFF SERVICES	12,778.14
151752	08/18/2022	TRULY NOLEN BRANCH 064	PEST, RODENT COMMERCIAL	225.00
151753	08/18/2022	UNIFIRST CORPORATION	MAT(S) & SCRAPER FEE	267.34
151754	08/18/2022	WALTERS WHOLESALE ELECTRIC CO	GREEN VALLEY SUPPLIES	2,461.77
151755	08/25/2022	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	550.98
151756	08/25/2022	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	10,474.20
151757	08/25/2022	BILL & DAVE'S LDSC MAINTENANCE	REPAIR BROKEN LATERAL LINES; REPLACE BROKEN HEADS-FIX DRIP	696.10
151758	08/25/2022	SPENCER CAMPBELL	REIMBURSEMENT: BASKETBALL GAME SUPPLIES	200.08

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151759	08/25/2022	STEPHANIE CARRILLO	REIMBURSEMENT: LANGLIDE 04/29/20-06/07/22	259.74
151760	08/25/2022	CREATIVE PRINTING	SIGN: FLOODPLAIN MAP	43.10
151761	08/25/2022	DENNIS GRUBB & ASSOCIATES	PLAN CHECKS	20,195.00
151762	08/25/2022	FLOWATER, INC.	RENTAL OF DRINKING WATER DISPENSER	687.05
151763	08/25/2022	HM CONSULTANTS, LLC	HARLEY KNOX IC IMPV. 06/15-07/20/22	6,650.00
151764	08/25/2022	HOME DEPOT CREDIT SERVICES	GROUND AND BUILDING MAINT. SUPPLIES; REMODELING SUPPLIES	4,885.15
151765	08/25/2022	INTERWEST CONSULT GROUP, INC.	MISC. PLANNING NOV21; SKILLS CTR MAY-JUN22; MDP LINE E	45,213.75
151766	08/25/2022	J THAYER COMPANY, INC.	OFFICE & LUNCHROOM SUPPLIES	314.54
151767	08/25/2022	LYONS SECURITY SERVICE INC.	PARKS: NIGHT VEHICLE PATROL JULY 2022	16,307.54
151768	08/25/2022	NIELSEN MERKSAMER PARRINELLO	PROFESSIONAL SERVICES JULY 2022	663.50
151769	08/25/2022	REGIONAL CONSERVATION AUTH	MSHCP FEES COLLECTED JULY 2022	12,552.54
151770	08/25/2022	LAURA SOSA	FITNESS INSTRUCTOR	175.00
151771	08/25/2022	ADAME LANDSCAPE, INC.	BZ IRRIGATION REPAIRS	33,274.38
151772	08/25/2022	IKEYA ADAMS	SPORTS REFEREE 07/30/22	105.00
151773	08/25/2022	AK & COMPANY	PROFESSIONAL CONSULTATION SVC - SB 90	2,500.00
151774	08/25/2022	ALEXIS GALVAN	SIGNS & EVENT BANNER	442.80
151775	08/25/2022	AMAZON CAPITAL SERVICES	LAPTOP; OFFICE SUPPLIES	1,626.00
151776	08/25/2022	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	5,520.00
151777	08/25/2022	ANIMAL CARE EQUIPMENT & SVCS	X-CMAX PAKET SIZE SCANNER	572.80
151778	08/25/2022	AUTO ZONE COMMERCIAL	AIR FILTER, DURALAST BATTERY; WIPER BLADES; CABIN AIR FILTERS	447.04
151779	08/25/2022	BAY ALARM COMPANY	ALARM MONITORING SERVICE	101.00
151780	08/25/2022	BAY ALARM COMPANY	DEPOSIT FOR INSTALLATION	2,750.00
151781	08/25/2022	BIO-TOX LABORATORIES	BLOOD DRAWS	3,354.33
151782	08/25/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	271.38
151783	08/25/2022	CAMPOS MATERIALS	YARDS BASE	1,941.00
151784	08/25/2022	CINTAS	SUPPLIES FOR FACILITY MAINTENANCE	2,395.08
151785	08/25/2022	CIVICPLUS	UNPAID BALANCE- CIVIC REC	475.00
151786	08/25/2022	CORPORATE PAYMENT SYSTEMS	PROFESSIONAL LUNCH MEETINGS	82.30
151787	08/25/2022	CORPORATE PAYMENT SYSTEMS	MEETING; SUBSCRIPTIONS	658.52

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151788	08/25/2022	CORPORATE PAYMENT SYSTEMS	MEETINGS; ERC	2,200.39
151789	08/25/2022	CORPORATE PAYMENT SYSTEMS	MEETING; SUBSCRIPTIONS	2,451.64
151790	08/25/2022	CORPORATE PAYMENT SYSTEMS	SUMMER DAY CAMP; ICSC CONFERENCE; ENCHANTED HILLS PARK	5,242.79
151791	08/25/2022	CORPORATE PAYMENT SYSTEMS	STAFF MEETINGS; SWIM LESSONS; UNIFORMS; JR MASTER GARDEN	7,358.62
151792	08/25/2022	CORPORATE PAYMENT SYSTEMS	SUMMER CAMP; ENCHANTED HILLS PARK; NRPA CONFERENCE	9,230.12
151793	08/25/2022	DAN'S FEED AND SEED INC.	PAINT ROLLER FRAME; ROLLER; PAINT TRAY	22.56
151794	08/25/2022	DATA TICKET, INC.	DAILY CITATION PROCESSING JULY 2022	8.56
151795	08/25/2022	DEPT OF TRANSPORTATION	SIGNALS & LIGHTING BILLING APRIL-JUNE 2022	2,997.00
151796	08/25/2022	DIVERSIFIED DISTRIBUTION	DEKA BATTERIES	414.82
151797	08/25/2022	EASTERN MUNICIPAL WATER DIST	SEWER JUNE 2022	130,500.44
151798	08/25/2022	EASTERN MUNICIPAL WATER DIST	SEWER JULY 2022	193,820.93
151799	08/25/2022	EASTERN MUNICIPAL WATER DIST	MULTIPLE ACCOUNTS SERVICE PERIOD 06/20-07/29/22	3,804.35
151800	08/25/2022	EASTERN MUNICIPAL WATER DIST	MULTIPLE ACCOUNTS SERVICE PERIOD 06/08-07/26/22	22,074.72
151801	08/25/2022	EASTERN MUNICIPAL WATER DIST	MULTIPLE ACCOUNTS SERVICE PERIOD 06/20-07/21/22	275,570.35
151802	08/25/2022	EMPLOYMENT SCREENING SERVICES,	BACKGROUND CHECK; DEGREE VERIFICATION	71.50
151803	08/25/2022	EXPLORER POST #522	EXCON GAME EXPENSES JUNE 2022	2,438.56
151804	08/25/2022	GREG GARAY	VISION REIMBURSEMENT FY22/23	412.00
151805	08/25/2022	GOSCH - TOYOTA	FORD T-150: REPIRED A/C BLOWING HOT AIR	3,084.79
151806	08/25/2022	HLP, INC.	WEBLICENSING TRANSACTIONS & ANNUAL FEE	3,863.80
151807	08/25/2022	IDN WILCO, INC.	BOB GLASS GYM: DOOR REPAIRS	1,218.98
151808	08/25/2022	INFRAMARK LLC	SOUTH & NORTH SERVICES FOR AUGUST 2022	93,224.27
151809	08/25/2022	INLAND DESERT SECURITY & COMM	ANSWERING SERVICE / ON-CALL	523.00
151810	08/25/2022	INTERPRETERS UNLIMITED	SPANISH INTERPRETER JULY 2022	29.25
151811	08/25/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	43.45
151812	08/25/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	399.45
151813	08/25/2022	EASTERN MUNICIPAL WATER DIST	UTILITY ASSISTANCE PROGRAM	57.10
151814	08/25/2022	JOHNSON EQUIPMENT CO.	VEHICLE LAMP(S) INSTALLATION	4,262.45
151815	08/25/2022	LAUREL PALMS APTS, INC.	HOUSING ASSISTANCE PROGRAM	6,975.00
151816	08/25/2022	JAMAAL LEE	SPORTS REFEREE 07/30/22	105.00

CITY OF PERRIS
CHECK REGISTER
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151817	08/25/2022	CYNTHIA LEMUS	VISION REIMBURSEMENT FY22/23	95.00
151818	08/25/2022	LESJWA	FY22/23 LAKE ELSINORE & CANYON LAKE TMDL TASK FORCE	56,560.00
151819	08/25/2022	MESA ENERGY SYSTEMS, INC.	CS BUILDING: A/C FAN MOTOR REPLACEMENT	4,673.89
151820	08/25/2022	MOORE'S SHAVED ICE & COTTON CN	UNLIMITED SHAVED ICE - 2 HRS	538.75
151821	08/25/2022	ADRIENNE MORALES	VISION REIMBURSEMENT FY22/23	209.00
151822	08/25/2022	MR. G'S PLUMBING	PERRIS LIBRARY: UNCLOGGED DRAIN	425.00
151823	08/25/2022	O'REILLY FIRST CALL	TRACTOR FIELD EQUIPMENT: REPLACEMENT STARTER	645.79
151824	08/25/2022	PAPER RECYCLING & SHREDDING	PAPER SHREDDING 08/01/22	85.00
151825	08/25/2022	CARRINGTON MORTGAGE SERVICES, LLC	HOUSING ASSISTANCE PROGRAM	3,176.22
151826	08/25/2022	PERRIS VAL CHAMBER OF COMMERCE	110TH ANNUAL BUSINESS AWARDS	630.00
151827	08/25/2022	ANDREW PETERS	BOOTS REIMBURSEMENT FY 22/23	237.04
151828	08/25/2022	PVP COMMUNICATIONS, INC	SHERIFF: HELMET KITS	799.50
151829	08/25/2022	REFLEX CORPORATION	DISPOSABLE SLIP LEADS	745.00
151830	08/25/2022	RIGHTWAY	PORTABLE TOILETS	15.00
151831	08/25/2022	SOUTHERN CALIFORNIA EDISON	MULTIPLE SERVICE ACCTS. 06/20-07/31/22	11,351.13
151832	08/25/2022	SOUTHERN CALIFORNIA EDISON	MULTIPLE SERVICE ACCTS. 06/27-08/03/22	14,139.66
151833	08/25/2022	SNC SOLUTIONS LLC	DS: PERMIT REFUND PMT22-01533, PMT22-01481	1,007.96
151834	08/25/2022	SPARKLETTS	BOTTLED WATER	31.64
151835	08/25/2022	SYNTECH	PROCARE NETWORK & SERVER SUPPORT JUNE & AUGUST 2022	6,398.00
151836	08/25/2022	TalentZok	TEMP STAFF SERVICES	8,260.28
151837	08/25/2022	ZAIRA TARBAUX	VISION REIMBURSEMENT FY22/23	252.00
151838	08/25/2022	TLC ANIMAL REMOVAL SERVICES	ANIMAL REMOVAL SERVICES JUN-JLY 2022	2,000.00
151839	08/25/2022	TRULY NOLEN BRANCH 064	PEST & RODENT CONTROL MONTHLY SVC	787.00
151840	08/25/2022	U. S. POSTAL SERVICE	REPLENIS POSTAGE - PERMIT 134	4,000.00
151841	08/25/2022	UNIFIRST CORPORATION	MAT(S) & SCRAPER FEE SVCS	1,092.01
151842	08/25/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	300.00
151843	08/25/2022	WESTERN EXTERMINATOR COMPANY	PEST CONTROL SERVICES	9,330.15
151844	08/25/2022	WESTERN RIVERSIDE COUNCIL OF GOV	TUMF FEES JULY 2022	9,078.66
151845	08/29/2022	OFFICE OF THE STATE TREASURER	REDLANDS WIDENING PROJECT	7,803.00

CITY OF PERRIS
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151846	08/31/2022	IGNACIO ALVAREZ	EDUCATIONAL REIMBURSEMENT FY 22/23	1,989.00
151847	08/31/2022	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	61.22
151848	08/31/2022	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	7,675.75
151849	08/31/2022	BILL & DAVE'S LDSC MAINTENANCE	CONTINGENCIES LMD	6,928.67
151850	08/31/2022	CAMERON WELDING SUPPLY	PACKAGED GASES FOR WELDING	70.00
151851	08/31/2022	MARY CATHY OWENS	KAJUKENBO INSTRUCTOR	969.50
151852	08/31/2022	SABRINA CHAVEZ	REIMBURSEMENT: ENCHANTED HILLS PARK ARTIST SUPPLIES	25.86
151853	08/31/2022	SARA CORTES DE PAVON	TUITION REIMBURSEMENT FY 22/23	492.78
151854	08/31/2022	DENNIS GRUBB & ASSOCIATES	TRUCK/TRAILER PARKING FACILITY	750.00
151855	08/31/2022	HOME DEPOT CREDIT SERVICES	RESTROOMS REPAIR /REMODEL SUPPLIES; MAINT. SUPPLIES	2,233.18
151856	08/31/2022	J THAYER COMPANY, INC.	OFFICE & LUNCHROOM SUPPLIES	281.07
151857	08/31/2022	BOYS & GIRLS CLUB OF MENIFEE	CDBG EXPENDITURES - DRAW REQUEST APR-JUN 2022	5,743.37
151858	08/31/2022	DAVID OSORIO	MARIACHI INSTRUCTOR	1,000.00
151859	08/31/2022	SALVADOR OSORIO	MARIACHI INSTRUCTOR	1,000.00
151860	08/31/2022	JIM FORBES VOICE, INC.	LEGAL ADS	1,148.39
151861	08/31/2022	RK ENGINEERING GROUP INC	PERRIS TRAVEL CENTER PROJECT	1,060.00
151862	08/31/2022	LAURA SOSA	FITNESS INSTRUCTOR	3,823.50
151863	08/31/2022	TEAMSTERS LOCAL 911	UNION DUES AUGUST 2022	4,448.00
151864	08/31/2022	ANGELIC TREJO	REIMBURSEMENT: FOSS FIELD PARK SNACKS & COFFEE	135.58
151865	08/31/2022	USK TAE KWON DO	TAE KWON DO INSTRUCTOR 07/18-0/15/22	1,050.00
			TOTAL	<u>7,947,128.42</u>



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** October 25, 2022
- SUBJECT:** Extension of Time No. 22-05260 and Modification of Condition of Approval 22-05306 - An extension of time request and modification of condition of approval related to Tentative Tract Map No. 33973 for the subdivision of 153.7 acres into 384 single family lots, a 25.4-acre community park, and open space lots, located north of San Jacinto River, west of McPherson Road, south of Ethanac Road and east of Sophie Street. Applicant: Howard Mitzman.
- REQUESTED ACTION:** Approve Extension of Time (22-05260) and Modification of Condition of Approval 22-05306 related to Tentative Tract Map No. 33973, for a one year time extension to November 27, 2023 and modification of Condition of Approval to be in alignment with the approved Settlement Agreement.
- CONTACT:** Kenneth Phung, Development Services Director
-

BACKGROUND/DISCUSSION:

On October 11, 2022, the City Council approved staff's request for continuance to allow additional time to update the Engineering conditions of approval, related to the settlement agreement for Tentative Tract Map No. 33973, for record keeping purposes. The conditions modification involves updating Engineering Condition of Approval #2 for consistency with the settlement agreement, approved on September 30, 2010, which eliminated the requirement to construct a temporary five-year crossing over San Jacinto River at Ethanac Road with payment of \$1,152,000.

The tentative tract map was approved on May 27, 2008 and has been granted a total of four extensions of time. In addition, automatic extensions authorized by Senate Bills (SB) and Assembly Bills (AB) passed by the state legislature have extended the life of residential subdivisions to offset the economic downturn housing bubble in 2007 and the recent housing shortage declared by the California legislature. Given the granted discretionally extension of time and the State approved automatic time extensions, Tentative Tract Map No. 33973 is set to expire on November 27, 2022.

Thus, the applicant is now requesting the fifth of six maximum one-year extensions of time, extending the expiration of the map to November 27, 2023. In conjunction with this request, a Modification of Condition is needed to modify Engineering Condition of Approval #2.

TENTATIVE TRACT MAP EXTENSION:

Tentative Tract Map No. 33973 (TTM-33973) was approved to subdivide 153.7 vacant acres into 384 single-family lots (2.5 dwelling units per gross acres), a 25.4-acre community Park, and an open space lot, subject to conditions of approval. The lot size ranges from 6,000 to 15,292 square feet, with an average lot size of 8,147 square feet. The tentative tract map is located north of San Jacinto River, west of McPherson Road, south of Ethanac Road, and east of Sophie Street (APNs: 345-310-001, -005, -006, and -014 and 345-320-001).

Pursuant to Section 18.12.090(a) of the City of Perris Municipal Code, tentative maps are allowed to be recorded within 24 months from the date the map was approved or conditionally approved by the City Council unless time extensions are granted before the map expires. In addition, the tentative maps allowed six one-year extensions.

The original approval date of TTM-33973 and discretionary extensions of time approved by City Council, and the automatic extensions granted by the State thus far, are summarized below:

- **Original Approval Date:** May 27, 2008 – May 27, 2010
- **Automatic Extension for 1 year pursuant to SB 1185:** May 27, 2010 – May 27, 2011
- **Automatic Extension for 2 years pursuant to AB 333:** May 27, 2011– May 27, 2013
- **Automatic Extension for 2 years pursuant to AB 208:** May 27, 2013– May 27, 2015
- **Automatic Extension for 2 years pursuant to AB 116:** May 27, 2015– May 27, 2017
- **First Extension:** May 27, 2017 – May 27, 2018 – EOT 17-05026 was approved on March 14, 2017, by City Council
- **Second Extension:** May 27, 2018 – May 27, 2019 – EOT 18-05026 was approved on May 8, 2018, by City Council
- **Third Extension:** May 27, 2019 – May 27, 2020 – EOT 19-05071 was approved on May 20, 2019, by City Council
- **Fourth Extension:** May 27, 2020 – May 27, 2021 – EOT 20-05032 was approved on May 12, 2020, by City Council
- **Automatic Extension for 1 ½ year pursuant to AB 1561** – May 27, 2021 – November 27, 2022

The request of a fifth of six extensions, authorized by the Subdivision Map Act Section 66463.5 (c), to effectively extend the expiration of time to November 27, 2023 would allow the applicant additional time to coordinate the funding mechanism with developers of residential subdivisions in the immediate surrounding area for the crossing over the San Jacinto River; thus improving the marketability of this residential subdivision. It should be noted that California continues to experience a housing shortage, and as such staff anticipates additional automatic extension of time

be passed by the State to extend the effectiveness of housing entitlements that have not expired prior to 2022.

STAFF REVIEW AND RECOMMENDATION:

As the original map was considered more than ten years ago, staff evaluated the project design as it pertains to incumbent environmental standards and current planning practices. The project site is undeveloped and comprised of low hills and valleys between the hills with elevations ranging from 1381 feet to 1516 feet above sea level. The project site abuts the San Jacinto River to the south and Ethanac Road to the north. The unique topography of the site yielded parcel and street layout designs that minimized grading activities to the extent possible; as such, the curvilinear street layouts are environmentally and aesthetically desirable.

Thus, Staff recommends that the City Council approve a one-year Extension of Time (22-05260) to November 27, 2023, for Tentative Tract Map No. 33973. If the subject Tentative Tract Map is not recorded prior to the expiration date or an extension of time is not filed prior to the expiration date of the map, a new Tentative Tract Map application and applicable fees must be submitted to the City for consideration.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item, cost of construction and payment of impact fees are paid by the applicant.

Prepared by: Alfredo Garcia, Associate Planner
Reviewed by: Patricia Brenes, Planning Manager

City Attorney _____
Assistant City Manager WB
Deputy City Manager ER

Attachments:

1. Vicinity Map
2. TTM 33973 Plan (For Informational Purpose)
3. Conditions of Approval for Tentative Tract No. 33973 (Planning and Engineering Conditions) and Settlement Agreement
4. Applicant's Time Extension Request

Consent:
Public Hearing: X
Business Item:
Other:

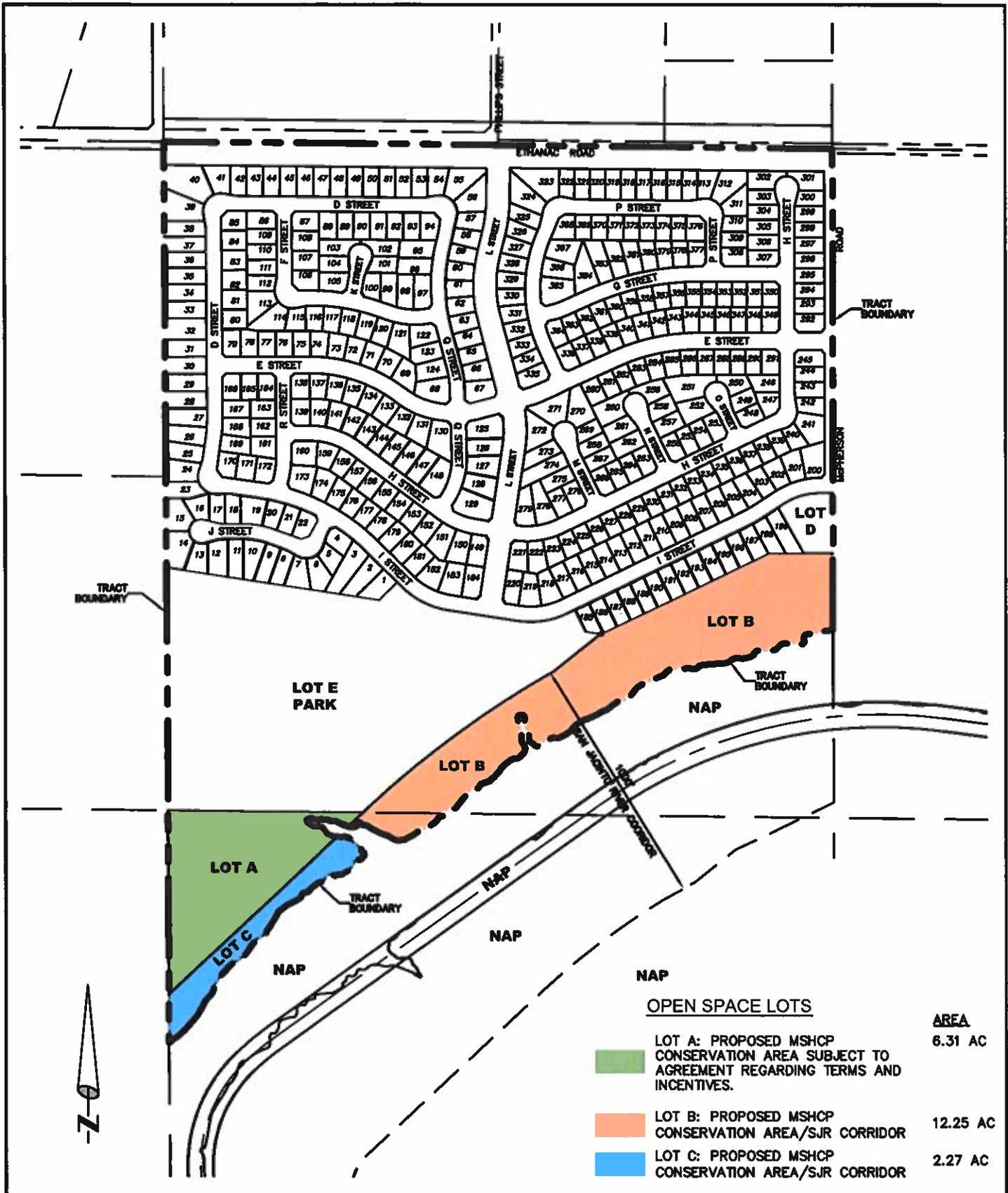
ATTACHMENT 1
VICINITY MAP



ATTACHMENT 2

TTM-33973

(FOR INFORMATIONAL PURPOSES)



OPEN SPACE LOTS		AREA
	LOT A: PROPOSED MSHCP CONSERVATION AREA SUBJECT TO AGREEMENT REGARDING TERMS AND INCENTIVES.	6.31 AC
	LOT B: PROPOSED MSHCP CONSERVATION AREA/SJR CORRIDOR	12.25 AC
	LOT C: PROPOSED MSHCP CONSERVATION AREA/SJR CORRIDOR	2.27 AC

PREPARED FOR:

FORTLAND, INC.
 6753 Brockton Avenue PH: 951.684.1800
 Riverside, CA 92506 FAX: 951.684.6431

PREPARED BY:

KELLER CONSULTING INC.
 6753 Brockton Avenue
 Riverside, CA 92506
 Ph: 951.684.1800 • Fax: 951.684.6431

TTM 33973
CITY OF PERRIS, CA
OPEN SPACE EXHIBIT

PREPARED BY: J.E.K.	DATE: 8-11-07	SCALE: 1"=500'	1 of 1
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1000 Broadway Ave
 Berkeley, CA 94704
 (415) 848-0300
 Fax: (415) 848-0000
<http://www.zimmerandgarden.com>



DATE: February 20, 2007

PARK MASTER PLAN
TRACT 33973
FORTLAND DEVELOPMENT

ATTACHMENT 3

CONDITIONS OF APPROVAL

(PLANNING AND ENGINEERING

CONDITIONS) AND SETTLEMENT

AGREEMENT

**CITY OF PERRIS
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION**

CONDITIONS OF APPROVAL

Tentative Tract Map No. 33973 (05-0485)

**Revised by Planning Commission
February 6, 2008**

PROJECT: A Tentative Tract Map for a 384 single-family residential lot subdivision on approximately 153.7 acres (2.50 dwelling units/gross acre), located north of San Jacinto River, west of McPherson Road, south of Ethanac Road, east of Sophie Street. Applicant: Portezuelo Partners, Inc.

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 Planning Division at least thirty (30) days prior to the expiration of Tentative Map approval.
2. **Final Map Submittal.** 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.
3. **Park Dedication.** Prior to issuance of Final Map, park plans shall be finalized to incorporate park dedication, type and timing of improvements, as determined by the City through the Administrative Development Plan Review process.
4. **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 R-6000 zoning development standards. Development of the premises, building elevations, colors and materials shall be subject to a subsequent Administrative Development Review.
5. **City Engineer.** The proposed project shall adhere to the requirements of the City Engineer as indicated in the engineering conditions of approval dated (revised) May 27, 2008.
6. **Mitigation Monitoring Program.** The proposed project shall comply with all provisions of the adopted project Mitigation Monitoring Program dated December 11, 2007.
7. **School District.** The proposed project shall adhere to the standard requirements and mitigation fees established by the appropriate school district.

8. **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>.
9. **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).
10. **Southern California Edison.** Prior to issuance of building permits, the applicant shall contact the area service planner (951 928-8323, Art Alvarado) for Southern California Edison (SCE) to complete the required forms prior to commencement of construction.
11. **Residential Use and Development Restrictions.** 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 construction trailer or sales office shall require separate review and approval by the City. Development of the premises, building elevations, colors and materials shall conform substantially to the approved set of plans, or as amended by these conditions. Any deviation shall require the appropriate Planning Division review and approval.
12. **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, as mandated by the Perris Municipal Code;
 - b. Planning Commission approval of all proposed street names; and,
 - c. Any other required approval from an outside agency.
13. **Plans and CC&Rs.** 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 but not be limited to street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18.
 - b. Any Covenants, Conditions, and Restrictions (CC&Rs) to the Planning Division and the City Attorney's office. Approved CC&Rs shall be recorded with the final map.
 - c. 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 implementing project BMPs, assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.

14. **Disclosure Statements.** The developer shall record a disclosure and provide an acknowledgement of the disclosure to potential tenants/owners prior to the lease or sale of property indicating the following:
 - a. The project site is located near a dam inundation area and may be subject to flooding in an event of a dam failure.
15. **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.
16. **Graffiti.** Graffiti located on site shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times.
17. **Utilities.** 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.
18. **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.
19. **Energy Conservation.** To improve local air quality, the applicant shall comply with a City adopted "green design" or "sustainable development" ordinance should such ordinance be adopted prior to final map. If such ordinance is not adopted prior to final map, the applicant is encouraged to incorporate any or all of the following energy-conservation features into the project:
 - a. Low NOx water heaters per specifications in the Air Quality Attainment Plan;
 - b. Heat transfer modules in furnaces;
 - c. Light colored water-based paint and roofing materials;
 - d. Passive solar cooling/heating; and,
 - e. Energy efficient appliances and lighting.
20. **Phasing.** Any Phasing Plan shall be reviewed and approved by the Development Services Department and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots. A phasing plan shall be submitted with the Administrative Development Plan Review application.

21. **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 recordation of the Final Map (or issuance of a certificate of occupancy if a Final Map is not required). This condition shall apply only to districts existing at the time the Final Map 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:
 - a. Landscape Maintenance District No. 1;
 - b. Flood Control Maintenance District No. 1 (may include Streets);
 - c. Maintenance District No. 84-1 (Street Lights and Traffic Signals);
 - d. North *or* South Perris Public Safety Community Facilities District;
 - e. Ramona Mobility Group District (Transportation Improvements);
 - f. Road and Bridge Benefit District (Transportation Improvements); and
 - g. Future Fire Protection Community Facilities District
22. **Window Treatments.** All units abutting a public street, tract boundary, or a downhill slope having an elevation change in excess of 20 feet shall provide for window treatment 360 degree around the dwelling.
23. **Spark Arresters.** Spark arresters shall be provided for each unit and shall be screened by sheet metal enclosures, or other material acceptable to the City Building Official, and painted to match the main stucco building color.
24. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance 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 Planning Division.
25. **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.
26. **Administrative Development Plan Review.** Prior to final map, the applicant shall obtain approval of an Administrative Development Plan Review (ADPR) for the review of building architecture, unit plotting, conceptual landscape and fencing of all production units within the tract. The applicant shall also include at least 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. Also, the majority of units in the tract (other than corner lots) shall locate the wider side yard and the curb-cut/driveway on the same side of the lot to allow for RV parking.

27. **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;
 - b. Prior to the issuance of Certificate of Occupancy (including temporary occupancy), the applicant shall pay City Development Impact Fees in effect at the time of development;
 - c. Prior to the issuance of building permits, the applicant shall pay Multi-Species Habitat Conservation Plan fees in effect at that time;
 - d. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to all appropriate school districts;
 - e. The applicant shall pay any outstanding development processing fees; and
 - f. Prior to the issuance of Certificate of Occupancy (including temporary occupancy), the developer shall pay Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development.
 - g. The applicant shall comply with adopted Resolution 3403 provisions regarding payment of fees within the San Jacinto River Flood Plain in effect at the time of development.
28. **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. Construction activity shall not exceed 80 dBA in residential zones in the City.
 - 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.
 - 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 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. All development projects greater than 19 single-family residential units shall apply paints using either high volume low pressure (HVLV) spray equipment or by hand application.
- 29. **Final Water Quality Management Plan (WQMP).** Prior to the issuance of grading permits the owner shall submit for review and approval, along with the appropriate filing fee; a Final Water Quality Management Plan to the Department of Public Works Engineering Administration Division which substantially complies with the site design, source control and treatment control Best Management Plans proposed in the approved Preliminary Water Quality Management Plan.
- 30. **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.
- 31. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
- 32. **Exterior Downspouts.** Exterior downspouts are not permitted on the front or side elevations of any building, or where exposed to public view.
- 33. **Walls and Fences.** Prior to issuance of building permits, the developer shall submit and obtain approval from the Planning Division of a wall and fence plan. At a minimum, this plan shall include the following items:
 - a. A six-foot high, decorative block wall with pilasters and concrete cap design around the perimeter of the project site, end block locations and along side yards of entry drives into the tract;
 - b. The same six-foot high, decorative block wall on all side or rear property lines adjoining a public street or storm drain facility; and,
 - c. Six-foot high, vinyl fence on side and rear property lines throughout the remainder of the project.

- d. Where retaining walls are necessary for slope conditions along the right of way, a split wall system shall be utilized. If necessary, a landscape easement may be required to provide adequate planting area.

APPROVAL DATE

PROJECT PLANNER



CITY OF PERRIS

STUART E. MCKIBBIN, CONTRACT CITY ENGINEER

CONDITIONS OF APPROVAL

P8-916

July 31, 2007,

**Revised January 30, 2008, Revised @ Planning Commission
February 6, 2008,**

Revised Condition #2 February 15, 2008

Revised Council Meeting May 27, 2008

Revised Condition #2 October 25, 2022

Tract 33973

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer provide the following street improvements and/or road dedication 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, rights-of-way, and drainage courses with appropriate Q's and that their omission may require the master 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.

Due to existing topography, construction of the subdivision as proposed requires significant grading to create minimum usable pads. Typically grading on hill side will require contour grading to minimize impact. However due to numbers of proposed units, this technique is not feasible. The submitted pad size/building exhibit dated February 12, 2007, depicts the minimum setback area in different zone, which will necessitate construction of retaining wall. Along the significant slopes, the developer is responsible to install irrigation and provide access for the homeowners to maintain the slopes within their property.

The tentative map as submitted also exhibits several irregular Lots. The proposed grading at back of lots 24-32 requires installation of private concrete drainage facilities. In our experience, this type of facility will become problematic as the side yard fencing over this channel will allow

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

small pets to access adjacent lots not to mention the ongoing maintenance by homeowners. This channel shall be eliminated and replaced with underground private drainage pipe (minimum 18" size).

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:
 - a. Onsite drainage facilities outletting sump conditions if approved by the City Engineer shall be designed to convey the tributary 100-year storm flows. Additional emergency escape for the storm flows shall also be provided.
 - b. The property's street and onsite 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. Minimum onsite grading shall be 0.5%. Minimum grade at curb returns shall be 0.7%.
 - c. Drainage easements shall be obtained from the affected property owners for the release of concentrated or diverted storm flows onto the adjacent property. A copy of the drainage easement shall be submitted to the City for review prior to its recordation.
 - d. All drainage facilities with the exception of nuisance drainage improvements shall be designed to convey the 100-year storm runoff. To eliminate nuisance runoff from all intersections with cross gutter, minimum 18" storm drain and catch basins along all the interior and perimeter streets with cross gutter shall be installed and connected to the proposed onsite or offsite drainage facilities.
 - e. A detailed hydrology report and hydraulic calculation shall be submitted to the City and RCFC for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties. ***At discretion of City Engineer, the report and back up documents may have to be reviewed and approved by RCFC.***
 - f. All grading and drainage improvements shall comply with NPDES and Best Management Practices ***and the approved preliminary WQMP.*** Erosion control plans shall be prepared and submitted to Water Quality Board and the City of Perris as part of the grading plans.

- g. Prior to issuance of a grading permit, the Developer shall obtain NPDES, WQMP permit and prepare SWPPP. Erosion control plans shall be prepared and submitted to the City Engineer as part of the grading plans. ~~It is unclear how the discharge of onsite storm drain from J & I Streets comply with Water Quality Standards.~~ **All onsite generated runoff must be treated prior to discharge in compliance with WQMP and Water Quality Standards.**
- h. Onsite drainage facilities shall be collected via onsite underground facilities and conveyed to San Jacinto River or **other appropriate outlets as determined by the City Engineer.** Connection to San Jacinto River shall require approval by Flood Control.
- i. The City Council has adopted Resolution ~~3304~~ **3403** requiring development within **the San Jacinto River Flood Plain (or future benefit area of the project described below)** to comply with certain ~~interim development criteria conditions~~ and payment of ~~fees~~ **"fair share costs" for construction of the San Jacinto River Plan Project ("Project").** ~~This developer shall comply with all such requirements as appropriate and approved by City Council.~~ **The City has not adopted a fee program or determined "fair share" costs to be paid by developers of projects that will benefit from the Project, or adopted other restrictions on development of affected property, other than Resolution 3403. If the City subsequently adopts a fee program, imposes a "fair share" cost or other regulations in connection with the Project (collectively or individually, the "Project Exactions") on the development of TTM 33973, the Developer shall have the right and ability to protest such action by the City pursuant to Government Code § 66022 and all other applicable law. This Engineering Condition 1i does not constitute a Project Exaction for the purpose of Government Code § 66020(h). Any Project Exaction, if adopted by the City following any protest, will be imposed by the City prior to issuance of any certificates of occupancy for residential units developed within TTM 33973.**
- j. The underground drainage easements along Lots 12, 19, and 24 if discharging street and offsite drainage shall be minimum 20' wide with turf-block and emergency escape channel. The private drainage easement along back of lots 24-32 shall be minimum of 5' wide. The proposed 25' easement shown on Lot 32 is not accepted as proposed. The runoff generated from Street "D" shall be ~~retained~~ **collected** in underground storm drain within street right-of-way and discharged to San Jacinto

River *or other appropriate outlet as determined by the City Engineer.*

- k. The proposed basin Lot "D" is located in 100-year flood plain and may not function as water quality basin during moderate to heavy rainfall. The WQMP shall address this issue. The basin shall be designed and landscaped to Planning and Public Works Department Standards. Appropriate concrete ramp to maintain the basin shall be installed. The basin shall be discharged to San Jacinto River via underground pipe.

Discharge of runoff from Lot 12 through SCE easement shall require their approval. This underground facility shall continue and extend through proposed park site to San Jacinto River *or other appropriate outlet as determined by the City Engineer.*

The underground drainage facilities located in Street I shall continue and extended to San Jacinto River *or other appropriate outlet as determined by the City Engineer.*

2. Ethanac Road from westerly property line to McPherson along the south side shall be improved with concrete curb, gutter, located ~~55'~~ **67'** south of centerline and minimum of ~~46'~~ **58'** of new pavement within 92', ½-width dedicated right-of-way including 14' wide landscape median.

Ethanac Road along the north side within the same reach shall be improved to provide for minimum of 30' of new pavement including a minimum of 150' long left turn pocket at ~~2-intersections~~ **L & McPherson Road** within dedicated right-of-way. Ethanac Road from easterly boundary to existing improvements east of San Jacinto River shall be improved within dedicated right-of-way with a minimum of 40' of new pavement ~~including construction of 5-year crossing over San Jacinto River. At the option of the developer, construction of 100 year ultimate crossing with appropriate DIF/TUMP credit shall be accepted. pursuant to the settlement agreement approved on September 30, 2010.~~

3. McPherson Street from Ethanac Road to ~~south boundary~~ **"I" Street** shall be improved along west side to provide for curb, gutter, located ~~28'~~ **22'** west of centerline and ~~26'~~ **20'** of new pavement within ~~29'~~ **33'**, ½-width dedicated right-of-way. McPherson Street along the east side within the same reach shall be improved with all new pavement to provide for a left turn pocket at all intersections and one 15' wide northbound lane. The intersection of McPherson Street with Ethanac Road shall be improved to provide for left turn pocket (150' long) and one ~~east~~ right turn and one north bound lane.
4. Traffic index of 11 for Ethanac Road shall be used.

5. ~~All new improvements at the above~~ **The intersection of *Ethanac and "L" Street* shall be designed and ~~installed~~ **constructed** with a concrete structural section a minimum of 100' from BCR/ECR.**
6. Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.
7. On and offsite street, drainage, water, sewer, striping, signing, signals, streetlight, grading, paving and erosion control plans along with hydrology and hydraulic reports shall be submitted to the City Engineer's office for review and approval.
8. Access shall be restricted along Ethanac Road, McPherson, and "L" Streets except as shown on the tentative map.
9. 6' wide concrete sidewalk, handicap ramps, and driveways adjacent to the site shall be installed pursuant to ADA and Riverside County standards. All driveway approaches shall be constructed per Riverside County Standards for Residential Driveway (Std. 207) and comply with the ADA requirements.
10. Streetlights shall be installed along all perimeter streets as approved by the City Engineer per Riverside County and Southern California Edison standards.
11. The proposed development is in the service area of Eastern Municipal Water District. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department, and Health Department's requirements.
12. Prior to issuance of building permit for commercial/industrial projects and prior to recordation of final map for residential projects, the developer shall sign the consent and waiver forms to join the Landscaping, Onsite Street, Flood Control, Public Safety, and Lighting Districts and pay the 18-month advanced energy charges for streetlights. All storm drain facilities (except as noted above) including catch basins and pipes shall be annexed to Flood Control District. In the event, RCFC does not maintain any of the proposed offsite storm drain facilities and other offsite drainage facilities proposed shall be annexed to Flood Control District for maintenance.
13. "L" Street from Ethanac Road along both sides shall be improved as shown on tentative map labeled local streets within 91' dedicated right-of-way including 21' landscaped median.

14. "E" Street shall be improved as shown on tentative map within 70' and 66' dedicated right-of-way including 10' wide landscaped median as shown on the tentative map.
15. All other interior streets shall be improved with curb/gutter located 20' on either side of centerline within 60' dedicated right-of-way.
16. Intersection of "L" Street with Ethanac road shall include minimum of one northbound, one left turn, one dedicated right turn lane.
17. To provide for secondary access, **River Road**, McPherson Avenue or "L" Street shall be extended north **including Mapes Road** and improved with minimum of 30' paved road and connected to "A" Street within dedicated right-of-way.
18. The intersections as shown on tentative map shall be coordinated with all proposed and existing intersections to east and north.
19. Phasing of improvements shall be limited to onsite improvements only. All improvements along Ethanac (on and offsite ~~including crossing at San Jacinto River~~) and extension of **River Road**, McPherson or "L" Street north of the site shall be part of Phase I.



Stuart E. McKibbin
Contract City Engineer

SETTLEMENT AGREEMENT AND LIMITED MUTUAL RELEASE

This SETTLEMENT AGREEMENT AND LIMITED MUTUAL RELEASE (this "Agreement") dated September 30, 2010 is entered into by and between the City of Perris, California, a municipal corporation, which includes, without limitation, the City Council of the City of Perris, a municipal corporation (collectively, the "CITY"), on the one hand, and Portezuelo Partners, LLC, a California limited liability company ("PORTEZUELO"), County Lands (Riverside) PIP IV (Owner), L.L.L.P., a Delaware limited liability partnership ("OWNER"), and County Lands (Riverside) PIP IV, L.L.L.P., a Delaware limited liability partnership ("LENDER") (collectively "PETITIONERS"), on the other hand.

RECITALS:

A. PORTEZUELO was, and OWNER is, the owner and developer of Tentative Tract Map 33973 (the "Project" or "TTM 33973"), a project consisting of a 384 single-family residential development, public park and San Jacinto Corridor Open Space, on a 153.7 acre site, located north of San Jacinto River, west of McPherson Road, south of Ethanac Road, and east of Sophie Street in the City of Perris (the "Property"). LENDER holds, and at all relevant times held, a secured interest in the Property. The Property bears the following assessor parcel numbers: 345-310-001, 005, 006, 014 and 345-320-001.

B. On or about December 15, 2005, PORTEZUELO filed an application for approval of TTM 33973 with the CITY.

C. On May 27, 2008, the CITY adopted Resolution No. 4114 approving TTM 33973, subject to, inter alia, certain engineering conditions of approval ("Engineering Conditions").

D. Engineering Condition No. 2 of Resolution No. 4114 ("Engineering Condition No. 2") requires construction of a temporary five-year crossing over the San Jacinto River at Ethanac Road ("Temporary Crossing") with the option of providing the ultimate 100-year regional crossing (the "Ultimate Crossing"). Engineering Condition No. 2 states as follows:

Ethanac Road from westerly property line to McPherson along the south side shall be improved with concrete curb, gutter, located 67' south of centerline and minimum of 58' of new pavement within 92', ½ width dedicated right-of-way including 14' wide landscape median.

Ethanac Road, along the north side within the same reach shall be improved to provide for a minimum 30' of new pavement including a minimum 150' long left turn pocket at L & McPherson Road within dedicated right-of-way. Ethanac Road from easterly boundary to existing improvements east of San Jacinto River. Shall be improved within dedicated right-of-way with a minimum of 40' of new pavement including construction of 5 year crossing over the San Jacinto River. At the option of developer,

construction of the 100-year ultimate crossing with appropriate DIF/TUMF credit shall be accepted.

E. Unless this Agreement is entered into by the Parties, due to amendments to the State Subdivision Map Act (the "Act"), TTM 33973 is currently set to expire on May 27, 2013.

F. On or about August 22, 2008, after pursuing its administrative remedies, PORTEZUELO filed a Verified Petition For Writ Of Mandate and Complaint For Damages and Declaratory Relief against the CITY in the Riverside County Superior Court (Case No. RIC506695), entitled Portezuelo Partners, LLC v. The City of Perris, et al. (the "Action").

G. On or about December 30, 2008, PORTEZUELO conveyed its interest in the Property to OWNER pursuant to an Agreement for Deed in Lieu of Foreclosure. At all relevant times, LENDER held -- and continues to hold -- a deed of trust encumbering the Property.

H. On or about January 6, 2009, PETITIONERS filed a Verified First Amended Petition For Writ Of Mandate and First Amended Complaint For Damages and Declaratory Relief in the Action.

I. On or about April 15, 2009, the CITY certified the administrative record for this matter.

J. On or about May 19, 2009, the CITY filed its Answer to PETITIONERS' Verified First Amended Petition for Writ of Mandate and First Amended Complaint for Damages and Declaratory Relief.

K. The CITY, on the one hand, and PETITIONERS, on the other hand, wish to avoid the disruption, inconvenience, uncertainty and costs associated with continued claims, disputes or litigation arising out of or related to the Action and desire to settle their claims on the following terms.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Recitals set forth above which are incorporated herein by this reference, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. Engineering Condition No. 2. Subject to the conditions precedent in Section 3 hereof, Engineering Condition No. 2 is hereby removed as an Engineering Condition of Approval of TTM 33973. The CITY agrees not to re-impose Engineering Condition No. 2 or impose any other condition, exaction, regulation, impact fee, or any other requirement or standard of any kind or nature upon the Project related to Engineering Condition No. 2, the Temporary Crossing, the Ultimate Crossing, or the San Jacinto River Project, or withhold issuance of any approval in connection with the Project based in any way upon any matter of any kind or nature related to the Temporary Crossing, the Ultimate Crossing, or the San Jacinto River Project, or in any other manner concerning, regarding or involving the subject matter of Engineering Condition No. 2.

2. Monetary Settlement.

- (a) Subject to the conditions precedent in Section 3 hereof, and subject to the occurrence of the events set forth below that cause each payment described below to become due and payable, OWNER shall pay to the CITY (by checks made payable to the order of the "CITY OF PERRIS"), a total sum (the "Settlement Proceeds") of ONE MILLION ONE HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$1,152,000), based upon the Project's consisting of 384 single-family residential lots (i.e., \$3000 per single-family residential lot in the Project)(the "Per Unit Settlement Fee"). If the number of single-family residential lots in the Project is decreased due to changes in the Project, then the Settlement Proceeds shall be decreased accordingly, with the revised amount of the Settlement Proceeds to be based upon the revised decreased number of single-family residential lots, multiplied by the Per Unit Settlement Fee. Any reduction in the Settlement Proceeds due to decreases in the number of single-family residential lots in the Project shall be applied against the last due installments of the Settlement Proceeds. The Settlement Proceeds shall be due and payable as follows:
- (1) FIVE HUNDRED SEVENTY-SIX THOUSAND DOLLARS (\$576,000) within thirty (30) days after PETITIONERS' receipt of confirmation of the recordation of the final map for the Project, or the last phase thereof, if the final map for TTM 33973 is recorded in phases;
 - (2) ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) within thirty (30) days after the CITY's issuance of the 100th certificate of occupancy for the Project;
 - (3) ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) within thirty (30) days after the CITY's issuance of the 200th Certificate of Occupancy for the Project;
 - (4) ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) within thirty (30) days after the CITY's issuance of the 300th Certificate of Occupancy for the Project; and
 - (5) ONE HUNDRED TWENTY SIX THOUSAND DOLLARS (\$126,000) within thirty (30) days after the CITY's issuance of the final Certificate of Occupancy for the Project.
- (b) As to each installment of the Settlement Proceeds, OWNER shall have the right, at the time of payment or prepayment, or at any time thereafter, to designate the specific single-family residential lots in the Project to which such installment payment applies and for which the Per Unit Settlement Fee shall be deemed paid. Upon such designation, such single-family residential lots and the owners thereof shall be released from and relieved of any further obligation for payment of the Settlement Proceeds.
- (c) OWNER may request the CITY to create a Community Facilities District ("CFD"), pursuant to California Government Code Section 53311 et seq. or an assessment district, pursuant to Streets and Highways Code Section 5000 et seq. or Section 10000 et seq. to allow OWNER to finance the payment of the Settlement Proceeds. If CITY receives such a request, the

CITY will process such a request in accordance with California law. OWNER acknowledges that the CITY has the discretion whether to approve the creation of such a district. Notwithstanding the foregoing, the CITY shall not, and cannot create a CFD, assessment district or bridge and thoroughfare district affecting the Project that in any way relates to and/or involves the Temporary Crossing, the Ultimate Crossing, or the San Jacinto River Project, or subject the Project to any other pre-existing CFDs or assessment districts that in any way relates to and/or involves the Temporary Crossing, the Ultimate Crossing, or the San Jacinto River Project, without the written consent of OWNER, in OWNER'S sole discretion.

3. Conditions Precedent to PETITIONERS' Obligations Under this Agreement. PETITIONERS' obligations and covenants created in this Agreement are expressly conditioned upon satisfaction, within forty-five (45) days after the date hereof, of all of the following conditions precedent, either of which may only be waived in the sole discretion of PETITIONERS, as these conditions precedent are solely for the benefit of the PETITIONERS:

- (a) The CITY's taking all action required to grant a written six (6) year extension of TTM 33973, extending the expiration date of TTM 33973 to May 27, 2019; and
- (b) The CITY's taking all action required to modify the Engineering Conditions, eliminating Engineering Condition No. 2.

If either of the foregoing conditions are not satisfied, PETITIONERS shall have the right, at their option, to terminate this Agreement, in which event all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall be null and void.

4. Subsequent CITY Adoption of a San Jacinto River Impact Fee. Notwithstanding the limitation in Section 2(c) hereof, in the future, the CITY may adopt an impact fee which may be imposed on TTM 33973 if: (i) the impact fee proceeds are used solely for financing public improvements for the Temporary Crossing, the Ultimate Crossing, or the San Jacinto River Project; (ii) the impact fee is adopted and is applicable on a CITY-wide or regional basis; and (iii) the impact fee is adopted in accordance with the provisions of the California Mitigation Fee Act, California Government Code § 66000 *et seq.* (the "Possible Future River Mitigation Fee"). If the Possible Future River Mitigation Fee is adopted, OWNER shall have the right to contest the imposition of the Possible Future River Mitigation Fee in accordance with California law. The Possible Future River Mitigation Fee shall not be payable for any single-family residential lots in the Project for which the Per Unit Settlement Fee has been paid, as described in Sections 2(a) and 2(b) hereof, prior to the effective date of the Possible Future River Mitigation Fee. OWNER shall have the right, in its sole discretion, to pre-pay all or any part of the Settlement Proceeds, and designate the single-family residential lots in the Project for which the Per Unit Settlement Fee has been paid by reason thereof, as described in Sections 2(a) and 2(b) hereof, at any time prior to the effective date of the Possible Future River Mitigation Fee, regardless of whether OWNER is in a position to apply for building permits, certificates of occupancy or other permits. The Possible Future River Mitigation Fee may be imposed only upon those single-family residential lots in TTM 33973 for which OWNER has not paid or pre-paid the Per Unit Settlement Fee, as described in Sections 2(a) and 2(b) hereof, prior to the effective date of the Possible Future River Mitigation Fee. Alternatively, if OWNER chooses to pay the Possible

Future River Mitigation Fee for any single-family residential lots for which OWNER has not paid or prepaid the Per Unit Settlement Fee, as described in Sections 2(a) and 2(b) hereof, OWNER shall not be obligated to pay that portion of the Settlement Proceeds in an amount equal to the Per Unit Settlement Fee multiplied by the number of single-family residential lots in respect of which OWNER elects to pay the Possible Future River Mitigation Fee.

5. Further Extensions of TTM 33973. TTM 33973 may be extended beyond May 27, 2019, if TTM 33973 qualifies for any further extensions, pursuant to the Act, as it exists as of the date of this Agreement or any future amendments which may be made to the Act during the term of this Agreement, or additional extensions which the CITY may grant.

6. Dismissal of Lawsuit.

- (a) Within fifteen (15) days after the CITY's performance and satisfaction of all of the conditions precedent set forth in Section 3 hereof, PETITIONERS shall execute and file with the Riverside County Superior Court the Request for Dismissal of the Action attached hereto as Exhibit "1" and diligently undertake all necessary actions to cause the Action to be dismissed, in its entirety, without prejudice, with each party to bear its own attorneys' fees and costs incurred in connection with the Action.
- (b) If there is a breach of this Agreement, the parties agree that they will apply to the Riverside Superior Court to enforce the terms hereof. The parties agree that they will not re-file or resume prosecution of the Action unless there is: (1) a judicial determination that this Agreement, or any part hereof, is not enforceable and/or the Riverside Superior Court, for any reason, refuses to enforce the terms of this Agreement, and/or (2) any third party commences litigation related to this Agreement and/or the approval process of this Agreement. In such a situation: (i) the CITY shall promptly notify PETITIONERS in writing of any litigation filed and served against the CITY by any third party to challenge, set aside, void, annul, limit or restrict the approval and continued implementation and enforcement of this Agreement or any part hereof, (ii) the parties shall confer and cooperate with respect to such third party litigation, and (iii) the parties shall continue to perform their respective obligations under this Agreement unless/until a judicial determination described in subsection (1) of this Section 6(b) occurs.
- (c) In the event that PETITIONERS resume prosecution of and/or re-file the Action, the CITY agrees and acknowledges that the CITY will not argue that the statute of limitations on any of the claims asserted in the Action has elapsed and/or that PETITIONERS have waived any arguments, rights to remedies, defenses, and/or positions with respect to the matters asserted in the Action.

7. Limited Release by PETITIONERS. In consideration of this Agreement and the performance by the CITY of its covenants and agreements set forth herein (specifically, and without limitation, the performance and satisfaction of the conditions set forth in Section 3 hereof), PETITIONERS do hereby forever release, acquit, relieve and discharge the CITY, and each of their affiliated or related entities, subsidiaries, parent corporations, partnerships, general partners, limited partners, joint ventures, joint venturers, investors, shareholders, officers, directors, licensees, employees, agents, representatives, accountants, attorneys, consultants,

heirs, benefit plans, predecessors, successors and assigns, and all persons acting by, through, under or in concert with any of them, from any and all known and unknown claims, suits, rights, actions, complaints, obligations, promises, agreements, contracts, covenants, torts, causes of action, demands, costs, losses, damages, debts, taxes, expenses (including attorneys' fees and costs) and liabilities of any nature whatsoever, whether known or unknown, whether suspected or unsuspected, whether disclosed or undisclosed, whether contingent or vested, from the beginning of time to the moment PETITIONERS sign this Agreement, by reason of any act, event, or omission asserted in, or arising out of, the Action.

The CITY hereby acknowledges and agrees that, except as expressly set forth in this Agreement, the above-described limited release does not in any way affect, alter or impair PETITIONERS' other rights and remedies regarding the Project or otherwise including, without limitation, PETITIONERS' audit rights under California's Government Code Section 66023, all of which PETITIONERS hereby expressly reserve.

8. Limited Release by the CITY. In consideration of this Agreement and the performance by PETITIONERS of their covenants and agreements set forth herein (specifically, and without limitation, the payment of the amounts set forth in Section 2 hereof), the CITY does hereby forever release, acquit, relieve and discharge the PETITIONERS, and each of them, and each of their affiliated or related entities, subsidiaries, parent corporations, partnerships, general partners, limited partners, joint ventures, joint venturers, investors, shareholders, officers, directors, licensees, employees, agents, representatives, accountants, attorneys, consultants, heirs, benefit plans, predecessors, successors and assigns, and all persons acting by, through, under or in concert with any of them, from any and all known and unknown claims, suits, rights, actions, complaints, obligations, promises, agreements, contracts, covenants, torts, causes of action, demands, costs, losses, damages, debts, taxes, expenses (including attorneys' fees and costs) and liabilities of any nature whatsoever, whether known or unknown, whether suspected or unsuspected, whether disclosed or undisclosed, whether contingent or vested, from the beginning of time to the moment the CITY signs this Agreement, by reason of any act, event, or omission asserted in, or arising out of, the Action.

PETITIONERS hereby acknowledge and agree that, except as expressly set forth in this Agreement the above-described limited release does not in any way affect, alter or impair the CITY's other rights and remedies regarding the Project or otherwise, all of which the CITY hereby expressly reserves.

9. Waiver of California Civil Code Section 1542. Further, and with respect to the those matters specifically released herein only, the CITY and PETITIONERS, respectively, expressly waive and relinquish any and all rights they may have under California Civil Code section 1542, which reads as follows:

"Section 1542. [General release; extent.] A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

CITY's Initials

PETITIONERS' Initials

10. Agreement Effective Notwithstanding Subsequent Discovery of Different Information. The parties hereto each acknowledge that they may hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are the subject of the releases set forth in this Agreement, and they each expressly agree to assume the risk of the possible discovery of additional or different facts, and agree that this Agreement shall be and remain effective in all respects regardless of such additional or different facts.

11. Controlling Agreement. To the extent the provisions of any other agreement between the CITY, on the one hand, and any of PETITIONERS, on the other hand, are inconsistent with any provisions in this Agreement, the provisions of this Agreement shall control as between the CITY and PETITIONERS.

12. No Prior Assignment of Claims. The CITY and PETITIONERS mutually represent and warrant to each other that they have made no assignment as of the date of this Agreement of any of the claims or other matters covered by the releases set forth in Sections 7 and 8 hereof. In the event that such representation is false, and any such claim or other matter is asserted against the CITY or PETITIONERS, or any of them (and/or their respective successors) by any party or entity who is the assignee or transferee of such claim or matter, then the party to this Agreement making such assignment (whether the CITY or PETITIONERS, or any of them) shall fully indemnify, defend and hold harmless the other party (and/or its successors) against whom such claim or other matter is asserted from and against such claims or other matters and from all actual costs, fees (including all attorneys' fees), expenses, liabilities and damages which such other party (and/or its successors) incurs as a result of the assertion of such claim or other matter.

13. No Admission of Liability. The parties to this Agreement acknowledge that this Agreement effects the settlement of disputes which are contested and that nothing contained herein shall constitute or be construed as an admission of liability or as an admission of the truth of the facts and matters asserted. In making this Agreement, no party is admitting the truth of any claims, allegations, assertions, contentions or positions of the other party. The parties hereto desire to resolve their disputes in an amicable fashion and have entered into this Agreement in good faith and with the desire to forever settle between them those matters described in this Agreement.

14. No Action on Released Claims. The CITY and PETITIONERS mutually covenant and agree never to commence, aid in any way, prosecute or cause to be commenced or prosecuted any action or other proceeding based upon any of the claims or other matters covered by the releases set forth in Sections 7 and 8 hereof.

15. Attorneys' Fees. In the event of the bringing of an action, arbitration or suit by a party hereto against another party hereunder by reason of a breach of any of the covenants,

conditions, agreements or provisions by the other party arising out of this Agreement, the prevailing party shall be entitled to have and recover from the other party or parties reasonable attorneys' fees and all costs and expenses of such action, arbitration or suit, including without limitation expert witness fees.

16. No Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

17. Representations and Warranties. The parties to this Agreement represent and warrant as follows:

- (a) This Agreement in all respects has been voluntarily and knowingly executed;
- (b) They have had an opportunity to seek and have sought independent legal advice from attorneys of their choice with respect to the advisability of executing this Agreement;
- (c) They have had an opportunity to seek independent tax advice from accountants, attorneys or tax advisors of their own choice with respect to the tax ramifications, if any, which may result from entering into this Agreement;
- (d) They have made such investigation of the facts pertaining to this Agreement as they deem necessary;
- (e) The terms of this Agreement are contractual and are the result of negotiation; and
- (f) They have carefully read this Agreement and the contents hereof are known and understood by them.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning settlement and supersede any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Agreement concerning settlement. The parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, without limitation, any purported supplements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the parties to this Agreement.

19. Manner of Construction. The parties to this Agreement, and each of them, acknowledge (a) this Agreement and its reduction to final written form is the result of extensive good faith negotiations between the parties and through their respective counsel, and (b) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

20. Captions. The captions of the Sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction and/or interpretation.

21. Gender and Number. As used in this Agreement, and only if applicable by its context, the masculine gender includes the feminine and neuter, the feminine gender includes the masculine and neuter, the singular number includes the plural, the plural number includes the singular, and the terms "person" or "party" includes, if applicable, a corporation, municipality, or other entity, and/or a natural person, and vice versa.

22. Further Actions. Each of the parties hereto agrees to take any and all actions reasonably necessary to effectuate the intent, and to carry out the provisions, of this Agreement including, without limitation, executing other documents to accomplish the purposes of this Agreement.

23. Warranty of Authority. Any individual signing this Agreement in a representative capacity represents and warrants that s/he is duly authorized to execute this Agreement on behalf of and to bind the entity on whose behalf his/her signature is affixed.

24. Successors and Assigns. All Sections, terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns, including, without limitation, any successors in title to all or any part of the Property to whom OWNER expressly assigns its rights under this Agreement. As appropriate, references to "OWNER" in this Agreement also apply to OWNER's successors and assigns. If and to the extent that any successor in title to all or any part, portion, parcel, and/or lot of the Property assumes OWNER'S payment obligations pursuant to Section 2 hereof, upon written notification (sent by Overnight Mail) to the CITY Clerk, OWNER shall be released, in full, from liability therefor, automatically and without further agreement by the CITY. If there are subsequent multiple owners of the Property, due to conveyance of portions of the Property by OWNER the CITY hereby acknowledges and agrees that the breach of one (or more) subsequent owner(s) will in no way affect the obligations, rights and/or liabilities created by this Agreement, with respect to any of the other owners or the CITY.

25. Counterparts. This Agreement may be executed in one or more counterparts and the counterparts signed in the aggregate shall constitute a single, original instrument.

26. Choice of Law. This Agreement has been made and entered into in the State of California and shall in all respects be interpreted, enforced and governed in accordance with the laws of California.

27. No Other Pending Actions. The PETITIONERS each represent that they have not filed any complaint(s), cross-complaint(s) and/or charge(s) (other than the Action described

herein) against the CITY, arising out of or relating to the matters described herein, with any local, state or federal agency or court; and that if any such agency or court assumes jurisdiction of any complaint or charge against any party, or its predecessors, successors, heirs, assigns, employees, shareholders, officers, directors, agents, attorneys, subsidiaries, divisions or affiliated corporations or organizations, whether previously or hereafter affiliated in any manner, on behalf of PETITIONERS or any other party, whenever filed, that party will request such agency or court to withdraw and dismiss the matter forthwith.

Likewise, the CITY represents that it has not filed any complaint(s), cross-complaint(s) and/or charge(s) against PETITIONERS, or any of them, arising out of or relating to the matters described herein, with any local, state or federal agency or court; and that if any such agency or court assumes jurisdiction of any complaint or charge against any party, or its predecessors, successors, heirs, assigns, employees, shareholders, officers, directors, agents, attorneys, subsidiaries, divisions or affiliated corporations or organizations, whether previously or hereafter affiliated in any manner, on behalf of the CITY or any other party, whenever filed, that party will request such agency or court to withdraw and dismiss the matter forthwith.

28. Modifications. Any alteration, change, or modification of or to this Agreement shall be made by written instrument executed by each party hereto in order to become effective.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates set forth hereinafter.

DATED: Dec 6th, 2010

APPROVED AS TO FORM:

By: [Signature]
Eric Dunn, City Attorney

ATTEST:

By: [Signature]
Judy Haughney, Clerk

DATED: _____, 2010

DATED: October 15, 2010

DATED: October 15, 2010

"CITY"

CITY OF PERRIS, a municipal Corporation

By: [Signature]
Name: Daryl B. Busch
Its: Mayor

"PETITIONERS"

PORTEZUELO PARTNERS, LLC, a California limited liability company

By: _____
Name: _____
Its: _____

COUNTY LANDS (RIVERSIDE) PIP IV (OWNER), L.L.L.P., a Delaware limited liability limited partnership

By: [Signature]
Name: MARVIN SHAPIRO
Its: VICE PRESIDENT

COUNTY LANDS (RIVERSIDE) PIP IV, L.L.L.P. a Delaware limited liability limited partnership

By: [Signature]
Name: MARVIN SHAPIRO
Its: VICE PRESIDENT

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates set forth hereinafter.

DATED: _____, 2010

APPROVED AS TO FORM:

By: _____
Eric Dunn, City Attorney

ATTEST:

By: _____
Judy Haughney, Clerk

DATED: _____, 2010

DATED: _____, 2010

DATED: _____, 2010

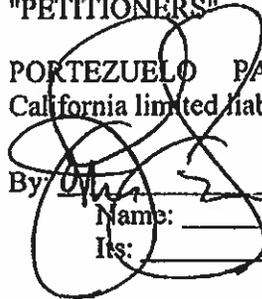
"CITY"

CITY OF PERRIS, a municipal corporation

By: _____
Name: _____
Its: _____

"PETITIONERS"

PORTEZUELO PARTNERS, LLC, a California limited liability company

By:  _____
Name: _____
Its: _____

COUNTY LANDS (RIVERSIDE) PIP IV (OWNER), L.L.L.P., a Delaware limited liability limited partnership

By: _____
Name: _____
Its: _____

COUNTY LANDS (RIVERSIDE) PIP IV, L.L.L.P. a Delaware limited liability limited partnership

By: _____
Name: _____
Its: _____

ATTACHMENT 4
APPLICANT'S TIME EXTENSION REQUEST

Mitzman land development inc.

9 long view road Coto de caza . ca 92679

714.813.1682

September 26, 2022

Mr. Alfredo Garcia

Associate Planner

City of Perris

Department of Development Services – Planning Division

135 N. "D" Street

Perris, CA 92570

Re: Tract 33973 Extension

Dear Mr. Garcia:

Per your request, the primary reason for the extension on the above tract map is the need for a bridge at the current termination of Ethanac Road. Without the bridge access to this tract is difficult and cost prohibitive.

Please let me know if you have any questions or require any additional information.

Mitzman land development, inc.

Howard mitzman, president



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE:

October 25, 2022

SUBJECT:

Ordinance Amendment (OA) 22-05032 and Resolution No. (Next in Order) – An Ordinance Amendment amending specified Chapters of Title 16 of the Perris City Code to adopt the 2022 Editions of the California Model Codes adopted into Title 24 of the 2022 California Building Codes with appendices and amendments thereto; and a Resolution amending the City's Fee Resolution by adopting the 2022 Building Valuation Rates published by the International Code Council. Applicant: City of Perris

REQUESTED ACTION:

Introduce First Reading of Ordinance No. (Next in Order) (OA 22-05032), which is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AMENDING SPECIFIED CHAPTERS OF TITLE 16 OF THE PERRIS CITY CODE TO ADOPT THE 2022 EDITIONS OF THE CALIFORNIA MODEL CODES, CALIFORNIA BUILDING CODE VOLUMES 1 & 2, CALIFORNIA PLUMBING, MECHANICAL, ELECTRICAL CODES, CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA ENERGY CODE, CALIFORNIA ADMINISTRATIVE CODE AND RELATED REFERENCE STANDARDS CODES WITH APPENDICES, ICC VALUATION TABLES AND AMENDMENTS THERETO

Approve a Resolution (next in order), Amending Section 5 of Resolution No. 2715 by Adopting the 2022 Building Valuation Rates, as Published by the International Code Council (ICC) in the 2022 Building Standards Valuation Tables, for use in the Calculation of Certain Building, Electrical, Plumbing and Mechanical Permit Fees.

CONTACT:

Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On July 1, 2022, the State of California adopted and published the California Code of Regulations (CCR), Title 24, consisting of the 2022 California versions of the Building, Mechanical, Plumbing, Electrical, Fire, Residential, Green Building, Energy, Historic, Existing Building, Administrative, and Referenced Standards (i.e., Title 24 of the 2022 California Building Codes). These Codes and Standards will become effective at the local level on January 1, 2023.

In adopting Title 24 of the 2022 California Building Codes for local enforcement, the State has given each City and County 180 days to amend the State standards if such amendments are necessary due to local geologic, topographic, or climate conditions. These amendments can be more restrictive standards due to local conditions but cannot be less restrictive standards. However, any proposed amendments need to be justified on the basis of a local geologic, topographic, or climatic conditions.

The proposed Ordinance Amendment will only make additional changes to the Fire sections of the new Title 24 of the 2022 California Building Codes to be consistent with the County of Riverside Fire by simply utilizing those existing amendments that were adopted with the 2019 versions for the 2022 California codes.

Furthermore, for the calculation of certain building, electrical, and mechanical fees, the City currently utilizes Building Valuation Rates as published by the International Code Council (ICC) in 2019. The 2019 Building Valuation Rates are now outdated and inadequately reimburse the City for its expenses in providing services requested by the general public for the purpose of complying with the Perris Municipal Code and state and federal laws.

The proposed Resolution would update the City's Fee Resolution to replace the 2019 Building Valuation Rates with the 2022 Building Valuation Rates published by ICC. City staff has further analyzed and determined that the use of the 2022 Building Valuation Rates for calculating such permit fees, as contemplated by the Resolution, including any materials related thereto, do not exceed the costs borne by the City. The updated fees are reflective of the estimated costs of construction and staffing incurred by the City for the provision of the services.

ENVIRONMENTAL DETERMINATION:

Pursuant to Title 14 of the California Administrative Code, Section 15061(b)(3), this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") as there are no reasonably foreseeable adverse impacts and there is no possibility that the activity in question may have a significant effect on the environment as its purpose is to ensure new development complies with Statewide minimum standards.

RECOMMENDATION:

Staff is recommending that the City Council open the Public Hearing, receive public input, and conduct the **First Reading of Ordinance No. (next in order)** to approve Ordinance Amendment 22-05032 amending specified Chapters of Title 16 of the Perris City Code to adopt the 2022 Editions of the California Model Codes adopted into Title 24 of the 2022 California Building Codes with

appendices and amendments thereto; and to **Approve a Resolution (next in order)**, a Resolution of the City Council amending the City's Fee Resolution by adopting the 2022 Building Valuation Rates published by the International Code Council.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item is covered under the 2021-2022 budget.

Prepared by: David J. Martinez, Building Official/Fire Marshal
REVIEWED BY: Kenneth Phung, Director of Development Services

City Attorney _____
Assistant City Manager WB
Deputy City Manager ER

- Attachments:
1. Code Adoption Ordinance No. (next in order)
Due to the length of the entire Title 24 California Building Codes Updates and the ICC's propriety rights over the document, a complete copy of the document is available for inspection at the City Clerk's office and at the Building Department.
 2. Resolution No. (next in order) including Exhibit A. ICC Valuation Data and Valuation Rates

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

ATTACHMENT 1

Code Adoption Ordinance No. (next in order)

Due to the length of the entire Title 24 California Building Codes Updates and the ICC's propriety rights over the document, a complete copy of the document is available for inspection at the City Clerk's office and at the Building Department.

ORDINANCE NUMBER (Next in Order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AMENDING SPECIFIED CHAPTERS OF TITLE 16 OF THE PERRIS CITY CODE TO ADOPT THE 2022 EDITIONS OF THE CALIFORNIA MODEL CODES, CALIFORNIA BUILDING CODE VOLUMES 1 & 2, CALIFORNIA PLUMBING, MECHANICAL, ELECTRICAL CODES, CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA ENERGY CODE, CALIFORNIA ADMINISTRATIVE CODE AND RELATED REFERENCE STANDARDS CODES WITH APPENDICES, ICC VALUATION TABLES AND AMENDMENTS THERETO

WHEREAS, Health and Safety Code Section 17958 provides that the City of Perris shall adopt Ordinances and regulations imposing the same or modified or changed requirements as are contained in the regulations adopted by the State pursuant to Health and Safety Code Section 17922; and

WHEREAS, the State of California is mandated by Health and Safety Code Section 17922 to impose the same requirements as are contained in the most recent edition of the California Building Code, the California Residential Code, California Fire Code, California Existing Building Code, the California Green Code, the California Energy Code, the Administrative Code and Related Reference Standards, the California Historical Code, the California Plumbing Code, the California Mechanical Code, and the California Electrical Code (herein after referred to collectively as "Codes"); and

WHEREAS, Health and Safety Code Section 17958.5(a) permits the City to make modifications or changes to the Codes, which are reasonably necessary because of local climatic, geographic or topographic conditions; and

WHEREAS, Health and Safety Code Section 17958.7 requires that the City Council, before making any modifications or changes to the Codes, shall make an express finding that such changes or modifications are reasonably necessary because of local climatic, geographic or topographic conditions; and

WHEREAS, the Development Services Department has recommended that changes and modifications be made to the Codes and have advised that certain said changes and modifications to the California Building Code, Volumes 1 & 2, 2022 Edition and the California Plumbing Code, 2022 Edition and the California Mechanical Code, 2022 Edition, the California Electrical Code, 2022 Edition, the 2022 California Fire Code, The 2022 California Residential Code, Green Building, Energy, and Administrative Code are reasonably necessary due to local conditions in the City of Perris as follows:

- a) The City is subject to relatively low amounts of precipitation, very low humidity levels and extremely high temperatures. These climatic conditions are conducive to the spread of fire. For example during July, August and September, temperatures often exceed 100 degrees Fahrenheit. During the same months' humidity is usually less than 40% and humidity measurements less than 10% are not uncommon. These conditions contribute to an increased likelihood of fire. Moreover, minor fires have a greater tendency of spreading rapidly due to such conditions.
- b) The City is subject to extremely strong winds, commonly referred to as the "Santa Ana Winds", which reach speeds in excess of 80 miles per hour. Extensive damage often occurs during such winds including downed trees, utility poles, utility circuits and utility service lines. These adverse conditions can cause: (1) fires, (2) impairment to emergency apparatus access, (3) delays in response times of emergency apparatus: and (4) the depletion of apparatus readily available for fire suppression activities. These windstorms commonly last from three to seven days.
- c) The City's neighboring foothills create a unique fire hazard. This is because Fire Service is provided by both the County of Riverside and the California Division of Forestry. Fire units from both Fire Departments are often sent to assist in the extinguishment of fast moving and wind assisted fires in the neighboring foothills.
- d) The City is located in an area, which due to its climate, geology, and topography is highly susceptible to fires, strong winds, low precipitation and seismic activity making necessary the adoption of additional requirements to ensure the City's residential, commercial, and industrial building stock is designed, preserved and maintained in such a condition as to protect the safety of its residents.
- e) The City is located in Southern California, in an extremely active seismic region, with high levels of historic earthquake activity in the recent past and can be expected to experience significant strong seismic activity within the foreseeable future.

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

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

Section 2. The City Council of the City of Perris ("City") is informed and finds that it is reasonably necessary to amend the 2022 California Building Standards Code, known as the California Code of Regulations, Title 24; the California Building Code Volumes 1 & 2, Plumbing, Mechanical, Residential, Existing, Electrical, Green, Fire Codes, Energy,

the California Existing Building Code, and the California Administrative Code; to meet the particular climatic, geological and topographical conditions existing in the City. These climatic, geological and topographical conditions include, but are not limited to the following conditions:

- a. The City is subject to relatively low amounts of precipitation, very low humidity levels and extremely high temperatures. These climatic conditions are conducive to the spread of fire. For example during July, August and September, temperatures often exceed 100 degrees Fahrenheit. During the same months' humidity is usually less than 40% and humidity measurements less than 10% are not uncommon. These conditions contribute to an increased likelihood of fire. Moreover, minor fires have a greater tendency of spreading rapidly due to such conditions.
- b. The City is subject to extremely strong winds, commonly referred to as the "Santa Ana Winds", which reach speeds in excess of 80 miles per hour. Extensive damage often occurs during such winds including downed trees, utility poles, utility circuits and utility service lines. These adverse conditions can cause: (1) fires, (2) impairment to emergency apparatus access, (3) delays in response times of emergency apparatus: and (4) the depletion of apparatus readily available for fire suppression activities. These windstorms commonly last from three to seven days.
- c. The City's neighboring foothills create a unique fire hazard. This is because Fire Service is provided by both the County of Riverside and the California Division of Forestry. Fire units from both Fire Departments are often sent to assist in the extinguishment of fast moving and wind assisted fires in the neighboring foothills.
- d. The City is located in an area, which due to its climate, geology, and topography is highly susceptible to fires, strong winds, low precipitation and seismic activity making necessary the adoption of additional requirements to ensure the City's residential, commercial, and industrial building stock is designed, preserved and maintained in such a condition as to protect the safety of its residents.
- e. The City is located in Southern California, in an extremely active seismic region, with high levels of historic earthquake activity in the recent past and can be expected to experience significant strong seismic activity within the foreseeable future.

Section 3. The City Council has reviewed and considered the environmental information included in the staff report and accompanying attachments. Based on the analysis of the project the City Council finds the adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") because: (1) it does not constitute a "project" under CEQA Guidelines Section 15378(b)(2) in that it constitutes general policy and procedure making; (2) it does not constitute a "project" under CEQA Guidelines Section 15378(b)(5) in that it has no potential for resulting in physical change to the environment, either directly or indirectly, and (3) in the alternative, it is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c)(2), since the activity will not result in direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3), since it can be seen with certainty that there

is no possibility that this Ordinance will have a significant effect on the environment, because the Ordinance merely provides regulations for the construction of buildings in the City without committing to any particular project.

Section 4. The City Council hereby approves the amendments to the Perris City Code, based on the information and findings presented in the staff report.

Section 5. Sections 16.08.050 through 16.08.051 of Article I of Chapter 16.08 of Title 16 of the Perris City Code are hereby repealed in their entirety, and new Sections 16.08.050 through 16.08.051 of Article I of Chapter 16.08 of Title 16 are hereby added in place thereof to read as follows:

SECTION 16.08.050 ADOPTION OF THE 2022 CALIFORNIA BUILDING CODE

Except as provided in this chapter, those certain building codes known and designated as the California Building Code 2022 Edition Volumes 1 and 2 including Appendix Chapters A, C, F, G, H, I, J, and P, based on the 2021 International Building Code as published by the International Code Council, shall become the building codes of the City for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and/or structures in the City. The California Building Code and its appendix chapters will be on file for public examination in the office of the Building Official and the City Clerk's office.

SECTION 16.08.051 AMENDMENTS TO THE CALIFORNIA BUILDING CODE

The 2022 California Building Code is hereby amended as follows:

Section 202, General Definitions, is hereby amended by adding the following definitions:

FLOOR AREA. FIRE SPRINKLER. For the purpose of calculating square footage for application of fire sprinkler requirements, the floor area shall be determined in accordance with the CBC definition for "Floor Area, Gross".

Chapter 9

(Fire Protection Systems)

Section 903.2, where required, is hereby amended as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section as follows:

- a) New buildings: In addition to the requirements of Sections

903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21 approved automatic sprinkler systems in new buildings and structures shall be provided when the gross area of the building exceeds 3,500 sf or is more than two-story high.

Exception: Group R-3, occupancies shall comply with sections 903.2.8.

1. The elimination of sprinkler protection in the following areas are subject to approval by Fire Code Official. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ceiling assemblies.
 2. Open parking garages in accordance with Section 406.5 of the California Building Code.
- b) Alteration: When the floor area of the Alteration within any two-year period exceeds 75% of area of the existing structure and the alteration includes structural modifications other than seismic upgrade.
- c) Addition: Sprinkler protection shall be provided throughout the entire building when:
1. Existing building less than 3,500: where 33% or more is added and the gross floor areas exceeds 3,500 square feet.
 2. Existing building equal or greater than 3,500 ft²: where more than 2,000 ft² is added.

Section 903.2.8, Group R, is hereby amended as follows:

903.2.8 An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. New buildings: An automatic sprinkler system shall be installed throughout all new buildings.

2. Existing buildings: An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 - a) When an addition is 33% or more of the existing building area, as defined in Section 502.1, and greater than 1000 square feet (92.903 tru) within a two-year period; or
 - b) An addition when the existing building is already provided with automatic sprinklers; or
 - c) When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determined that the complexity of installing a sprinkler system would be similar as in a new building.

Section 903.4. Sprinkler system supervision and alarms, is hereby amended by deleting exceptions items 5 and 8, and renumbering the Exceptions as follows:

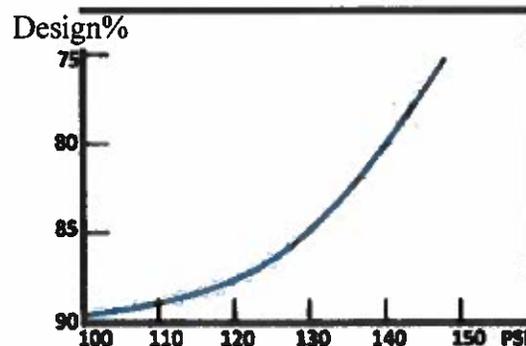
1. Automatic sprinkler systems protecting one- and two-family dwellings. Exterior alarm specified by Section 903.4.2 shall apply.
2. Limited area systems serving in accordance with section 903.3.8
3. Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the automatic sprinkler system and a separate shutoff valve for the automatic sprinkler system is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
6. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

Section 903.3.5.3 (Hydraulically calculated systems). This section is hereby added as follows:

Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and required by the Fire Code Official, the fire sprinkler system shall not exceed water supply capacity specified by Table 903.3.5.3

TABLE 903.3.5.3
Hydraulically Calculated Systems



Section 904.3.5 Monitoring is hereby revised as follows:

[F] 904.3.5 Monitoring. Where a building fire alarm or monitoring system is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm or monitoring system in accordance with NFPA 72.

Section 905.4 Location of Class I standpipe hose connections is hereby amended by adding items 7 as follows:

The centerline of the 2.5-inch (63.5 mm) outlet shall be no less than 18 inches (457.2 mm) and no more than 24 inches above the finished floor.

Section 912.2 Location of the Fire Department Connection (FDC) is hereby amended as follows:

Section 912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connection shall be located within 100 feet of a public fire hydrant. The fire hydrant that supports the FDC shall be on the same

side of the street. A vehicle access roadway/approach shall not be placed between the FDC and fire hydrant.

Table 1505.1 is hereby amended, by the deletion of Table 1505.1 and the addition of a new Table 1505.1 thereto, to read as follows:

TABLE 1505.1

MINIMUM ROOF COVERING
CLASSIFICATIONS TYPES OF
CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

For SI: 1 foot = 304.8 mm, 1 square foot = 0.02921112.

a. Unless otherwise required in accordance with Chapter 7A.

Section 1505.1.3 is hereby amended, by the deletion of the entire section and the addition of a new section thereto, to read as follows:

1505.1.3 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or re- placement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least "Class B."

Section 1505.5 is hereby amended, by the deletion of the entire section without replacement.

Section 1505.7 is hereby amended, by the deletion of the entire section without replacement.

Section 3109 SWIMMING POOLS, SPAS AND HOT TUBS of Chapter 31 of the Building Code is amended as follows:

SECTION 3109.2 of the Building Code is amended by adding a new definition of "Barrier", to read as follows:

"Barrier. A fence, wall, building wall or combination thereof that completely surrounds the swimming pool and obstructs access to the swimming pool."

a) Section 3109.2 of the Building Code is amended to read as

follows:

"115923 b Barrier Height and Clearances. The top of the barrier shall be at least seventy-two (72) inches above grade measured on the side of the barrier that faces away from the swimming pool.

- b) Section 3109.2.1 of the Building Code is amended to read as follows: by adding a new sub-section f:

115923-f Gates. Access gates shall comply with the requirements of this section and shall be equipped to accommodate a locking device.

Pedestrian access gates shall open outward away from the pool and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device and shall be equipped with lockable hardware or padlocks and shall remain locked at all times when not in use. Release mechanisms shall be in accordance with Sections 1010.1.9 and 1109.13. Where release mechanisms of the self-latching device are located less than sixty (60) inches above grade measured on the side of the barrier that faces away from the swimming pool, the release mechanism shall be located on the pool side of the gate at least three (3) inches below the top of the gate and the gate barrier shall have no opening greater than one-half (1/2) inches within eighteen (18) inches of the release mechanism.

Amendments to the 2022 California Residential Code.

- a) **Section R313.1** is modified by deleting it in its entirety and replacing it with the following:

R313.1 Townhouse automatic fire sprinklers systems. An automatic residential fire sprinkler system shall be installed in Townhouses as follows:

New buildings: An automatic sprinkler system shall be installed throughout all new buildings, and Accessory Dwelling Units.

Existing buildings: An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

1. When an addition is 33% or more of the existing building area as defined in Section 502.1, and greater than 1000 square feet (92.90031111) within

atwo-year period; or

2. An addition when the existing building is already provided with automatic sprinklers; or
3. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

- b) **Section R313.2** is modified by deleting it in its entirety and replacing it with the following:

R313.2 One- and two-family dwellings automatic fire sprinklers systems. An automatic residential fire sprinkler system installed in one- and two-family dwellings as follows:

New buildings: An automatic sprinkler system shall be installed throughout all new buildings.

Existing buildings: An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

1. When an addition is 33% or more of the existing building area as defined in Section 502.1t and greater than 1000 square feet (92.90031lll) within a two year period; or
2. An addition when the existing building is already provided with automatic sprinklers; or
3. When an existing Group R Occupancy is being substantially renovated and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

- c) **Section R902.1** is amended by revising it to allow only Class A or B roofs as follows:

R902.1 Roof mg covering materials. Roofs shall be covered with materials as set forth in Sections R904 and

R905. A minimum Class A or B roofing shall be installed in areas designated by this section. Classes A or B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:

1. Class A roof assemblies include those with coverings of brick masonry and exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets metal sheets and shingles clay or concrete or tile or slate installed on noncombustible decks.
3. Class A roof assemblies include minimum 16 ounces per square foot copper sheets installed over combustible decks.
4. Class A roof assemblies include slate installed over underlayment over combustible decks.

- d) **Section R902.1.2** is amended by revising it to require a minimum Class A roof as follows:

R902.1.2 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.

- e) **Section R902.2**, first paragraph is amended by revising it to allow only Class A treated wood roofs as follows:

R902.2 Fire-retardant-treated shingles and shakes. Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15- 3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire- retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A or B roofs.

Section 6. Sections 16.08.052 through 16.08.053 of Article II of Chapter 16.08 of Title 16 of the Perris City Code are hereby repealed in their entirety, and new Sections 16.08.052 through 16.08.053 of Article II of Chapter 16.08 of Title 16 are hereby added in place thereof to read as

follows:

CHAPTER 2 MECHANICAL CODE

SECTION 16.08.052 ADOPTION OF 2022 EDITION OF THE CALIFORNIA MECHANICAL CODE

Except as provided in this chapter, the California Mechanical Code, 2022 Edition based on the 2021 International Mechanical Code as published by the IAMPO, shall be and become the Mechanical Code of the City, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances. The California Mechanical Code is on file for public examination in the office of the Building Official.

SECTION 16.08.053 AMENDMENTS TO THE CALIFORNIA MECHANICAL CODE

The 2022 Edition of the California Mechanical Code is hereby adopted with no amendments.

Section 7. Sections 16.08.054 through 16.08.055 of Article IV of Chapter 16.08 of Title 16 of the Perris City Code are hereby repealed in their entirety, and new Sections 16.08.054 through 16.08.055 of Article IV of Chapter 16.08 of Title 16 are hereby added in place thereof to read as follows:

CHAPTER 3 PLUMBING CODE

SECTION 16.08.054 ADOPTION OF 2022 EDITION OF THE CALIFORNIA PLUMBING CODE

Except as provided in this chapter, the California Plumbing Code, 2022 Edition, based on the 2021 Uniform Plumbing Code including Appendix Chapter K & I, as published by the International Association of Plumbing and Mechanical Officials, shall be and become the Plumbing Code of the City of Perris, regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City. The California Plumbing Code will be on file for public examination in the office of the Building Official.

SECTION 16.08.055 AMENDMENTS TO THE CALIFORNIA PLUMBING CODE

The 2022 Edition of the California Plumbing Code is hereby adopted with no amendments.

Section 8. Sections 16.08.056 through 16.08.059 of Article II of Chapter 16.08 of Title 16

of the Perris City Code are hereby repealed in their entirety, and new Sections 16.08.056 through 16.08.059 of Article II of Chapter 16.08 of Title 16 are hereby added in place thereof to read as follows:

SECTION 16.08.056 ADOPTION OF 2022 EDITION OF THE CALIFORNIA ELECTRICAL CODE

Except as provided in this chapter, the California Electrical Code, 2022 Edition, based on the 2020 National Electrical Code as published by the National Fire Protection Association, shall be and become the Electrical Code of the City of Perris, regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City. The California Electrical Code is on file for public examination in the office of the Building Official/Fire Marshal.

SECTION 16.08.057 AMENDMENTS TO THE CALIFORNIA ELECTRICAL CODE

The 2022 Edition of the California Electrical Code is hereby adopted without amendments.

SECTION 16.08.057A ADOPTION OF 2022 EDITION OF THE CALIFORNIA EXISTING BUILDING CODE

Except as provided in this chapter, the California Existing Building Code, Appendix A-1, A-3 and related reference standards based on the 2021 International Existing Building Code as published by the International Code Council, specifically adopted by published matrix, shall become the Existing Building Code of the City for regulating existing buildings in the City. The California Existing Building Code will be on file for public examination in the office of the Building Official.

SECTION 16.08.057B. AMENDMENTS TO THE CALIFORNIA EXISTING BUILDING CODE

Appendix A-1 & A-3 which is hereby adopted in accordance with referenced matrix with no amendments.

SECTION 16.08.058 ADOPTION OF THE 2022 CALIFORNIA FIRE CODE

Except as provided in this chapter, those certain fire codes known and designated as the California Fire Code 2022 Edition based on the 2021 International Fire Code as published by the "International Code Council., shall become the fire code of the City for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conservation, occupancy, equipment, use, height, area and maintenance of all buildings and/or structures in the city for all fire related issues. The California Fire Code and its appendix chapters will be on file for public examination in the office of the Building Official/Fire Marshal and the City Clerk's office.

SECTION 16.08.059 AMENDMENTS TO THE CALIFORNIA FIRE CODE

The 2022 California Fire Code is hereby amended as follows:

Chapter 1

Scope and Administration

Chapter 1 Scope and Administration is adopted in its entirety with the following amendments:

Section 112.4 Violation penalties is hereby revised as follows: Infraction, Misdemeanor, as follows:

112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of either a misdemeanor, infraction or both as prescribed in Sections 112.4.2 and 112.4.3. Penalties shall be as prescribed in local ordinance. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Sections 112.4.2 Infraction is hereby added as follows:

112.4.2 Infraction. Except as provided in Section 112.4.3, persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction.

Sections 112.4.3 Misdemeanor is hereby added as follows:

112.4.3 Misdemeanor. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative, or who violate the following sections of this code, shall be guilty of a misdemeanor:

104.12.2 Obstructing operations

104.12.3 Systems and Devices

109.6 Overcrowding

112.3.2 Compliance with Orders and Notices

113.4 Failure to comply

305.4 Deliberate or negligent burning

308.1.2 Throwing or placing sources of ignition

310.7 Burning Objects

3107.4 Open or exposed flames

Chapter 2

Definitions

Chapter 2 Definitions is adopted in its entirety with the following amendments:

Sections 202 General Definitions is hereby revised by adding “Flow-line”, “Ground Cover” and “Hazardous Fire Area,” as follows:

202 General Definitions

FLOW-LINE. The lowest continuous elevation on a curb defined by the path traced by a particle in a moving body of water at the bottom of the rolled curb.

GROUND COVER. A plant that naturally grows close to the ground and does not exceed 18 inches in height at full maturity.

HAZARDOUS FIRE AREA. Includes all areas identified within Section 4906.2 and other areas as determined by the Fire Code Official as presenting a fire hazard due to the presence of combustible vegetation, or the proximity of the property to an area that contains combustible vegetation.

Chapter 3

General Requirements

Chapter 3 General Requirements is adopted in its entirety with the following amendments:

Section 304.1.2 Vegetation is hereby revised as follows:

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49 and City of Perris vegetation management guidelines.

Section 305.6 Outdoor fires is hereby added as follows:

305.6 Outdoor fires. Outdoor fires shall be in accordance with Sections 305, 307, and 308 and with other applicable sections of this code.

305.6.1 Where prohibited. Outdoor fires shall not be built, ignited or maintained in fuel modification areas, Wildfire Risk Areas (WRA) and adopted Fire Hazard Severity Zones (FHSZ) or Special Fire Protection Areas (SFPA) or other locations where conditions could cause the spread of fire to the WRA, SFPA or FHSZ, except by permit from the fire code official.

Exceptions: A permit is not required for the following:

1. Fires in approved outdoor or portable fireplaces, fire pits, fire rings and similar devices at Group R occupancies that are installed and used in accordance with this code.
2. Outdoor fires at inhabited premises or official organized campsites or parks when located in a permanent or portable barbeque or grill, incinerator, or outdoor fireplace located at least 30 feet from combustible vegetation.
3. Installations or uses approved by the fire code official.

305.6.1.1 Fuel Modification Areas. Outdoor fires using wood or other solid fuel shall not be built, ignited or maintained in a fuel modification area.

305.6.1.2 Supervision. Where a permit is issued or when allowed under the exceptions of Section 305.6.1, such fires shall be supervised by a person 18 years of age or older.

305.6.2 Hazardous conditions. Outdoor fires are not allowed when predicted sustained winds exceed 8 MPH during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.

305.6.3 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies is hereby added as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1 Gas-fueled devices is hereby added as follows:

307.6.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3' from combustible construction at R-3 occupancies,
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1 Where prohibited is hereby added as follows:

307.6.2.1 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 324 Fuel Modification Requirements for New Construction is hereby added as follows:

324 Fuel Modification Requirements for New Construction. All new buildings to be built or installed in areas with or adjacent to land having hazardous combustible vegetation shall comply with the requirements in the edition of City of Perris Vegetation Management Guidelines currently in use at the time of plan submittal.

Section 325 Clearance of brush or vegetation growth from roadways is hereby added as follows:

325 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth.

Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 326 Unusual Circumstances is hereby added as follows:

326 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 327 Use of Equipment is hereby added as follows:

327 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 327.1 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the

exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.

2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

Section 327.1 Spark Arresters is hereby added as follows:

327.1 Spark arresters. Spark arresters shall comply with the following:

1. A spark arrester is a device constructed of nonflammable material specifically for the purpose of removing and retaining carbon and other flammable particles over 0.0232 of an inch (0.58 mm) in size from the exhaust flow of an internal combustion engine that uses hydrocarbon fuels or which is qualified and rated by the United States Forest Service.
2. Spark arresters affixed to the exhaust system of engines or vehicles subject to Section 324 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Section 328 Restricted Entry is hereby added as follows:

328 Restricted entry. The fire code official shall determine and publicly announce when hazardous fire areas shall be closed to entry and when such areas shall again be opened to entry. Entry on and occupation of hazardous fire areas, except public roadways, inhabited areas or established trails and camp sites which have not been closed during such time when the hazardous fire area is closed to entry, is prohibited.

Exceptions:

1. Residents and owners of private property within hazardous fire areas and their invitees and guests going to or being upon their lands.
2. Entry, in the course of duty, by peace or police officers, and other duly authorized public officers,

members of a fire department and members of the United States Forest Service.

Section 329 Trespassing on posted property is hereby added as follows:

329 Trespassing on posted property. When the fire code official determines that a specific area within a hazardous fire area presents an exceptional and continuing fire danger because of the density of natural growth, difficulty of terrain, proximity to structures or accessibility to the public, such areas shall be closed until changed conditions warrant termination of closure. Such areas shall be posted as hereinafter provided.

1. Signs. Approved signs prohibiting entry by unauthorized persons and referring to applicable fire code chapters shall be placed on every closed area.
2. Trespassing. Entering and remaining within areas closed and posted is prohibited.

Exception: Owners and occupiers of private or public property within closed and posted areas, their guests or invitees, and local, state and federal public officers and their authorized agents acting in the course of duty.

Chapter 4

Emergency Planning and Preparedness

Chapter 4: Emergency Planning and Preparedness Adopt only the Sections listed below:

1. 401-401.9
2. 402
3. 403.1
4. 403.2
5. 403.4-403.4.4
6. 403.10.2.1.1

7. 403.10.6
8. 403.12-403.12.3
9. 404.5– 404.6.6
10. 407

Chapter 5

Fire Service Features

Chapter 5 Fire Service Features is adopted in its entirety with the following amendments:

SECTION 501.1 Scope is revised as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and the City of Perris Guideline for Fire Department Access & Water Requires for Commercial & Residential Development, and the City of Perris Guideline for Underground Piping for Private Hydrants & Sprinkler Supply Line.

SECTION 503.2.1 Dimensions is revised as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). The width is measured flow-line to flow-line.

SECTION 503.2.1.1 Hazardous Fire Area is added as follows:

503.2.1.1 Hazardous Fire Areas. In Hazardous Fire Areas the minimum fire apparatus road width shall be 28 feet (8530 mm). The width shall be maintained to an approved point outside of the Hazardous Fire Area.

Exception: When the road serves no more than three dwelling units and the road does not exceed 150 feet in length, the road width may be 24 feet (7300 mm). This length may be increased to 400 feet where serving no more than three dwelling units and all structures

accessed from the roadway are protected by automatic fire sprinklers.

SECTION 504.5 Escape Windows is added as follows:

504.5 Escape Windows. Where escape windows are required by Section 1031.2, fire department access shall be provided to the escape window. An unobstructed setback area shall be provided. The minimum setback distance shall be calculated $((H/5)+2)+P=$ Clear space required.

Where:

H = Height of the windowsill measured from the exterior ground surface

P = 3' ladder pad

SECTION 504.5 .1 Ladder Pad is added as follows:

504.5.1 Ladder Pad. Where a laddering pad is required, it shall be free of obstructions and vegetation for a minimum of 3-foot x 3-foot area. The laddering pad shall be a firm surface such as compacted decomposed granite, concrete, pavers, or asphalt. The laddering pad shall be placed at a distance from the structure as calculated by Section 504.5.

Chapter 6

Building Services and Systems

Chapter 6 Building Services and Systems is adopted in its entirety without amendments.

Chapter 7

Fire and Smoke Protection

Chapter 7 Fire and Smoke Protection is adopted in its entirety without amendments.

Chapter 8

Interior Finish, Decorative Materials and Furnishings

Chapter 8 Interior Finish, Decorative Materials and Furnishings is adopted in its entirety without amendments.

Chapter 9

Fire Protection and Life Safety Systems

Chapter 9 Fire Protection and Life Safety Systems is adopted in its entirety with the following amendments:

SECTION 903.2, Where required, is hereby amended as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section as follows:

- (a) **New buildings:** In addition to the requirements of section 903.2.1 through 903.2.21, approved automatic sprinkler systems in new buildings and structures shall be provided when the gross area of the building exceeds 3,500 ft² or more than two-story high.

Exception: Group R-3, occupancies shall comply with sections 903.2.8

- (b) **Alteration:** When the floor area of the Alteration within any two-year period exceeds 75% of area of the existing structure and the alteration includes structural modifications other than seismic upgrade.

- (c) **Addition:** Sprinkler protection shall be provided throughout the entire building when:

1. Existing building less than 3,500 ft²: where 33% or more is added and the gross floor areas exceeds 3,500 ft².
2. Existing building equal or greater than 3,500 ft²: where more than 2,000 ft² is added.

SECTION 903.2.8, Group R, is hereby amended as follows:

903.2.8. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New buildings:** An automatic sprinkler system shall be installed throughout all new buildings.
2. **Existing buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 - (a) When an addition is 33% or more of the existing building area, as defined in Section 502.1, or greater than 1000 square feet (92.903 m²) within a two-year period; or
 - (b) An addition when the existing building is already provided with automatic sprinklers; or
 - (c) When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determined that the complexity of installing a sprinkler system would be similar as in a new building.

SECTION 903.2.10 Group S-2, is hereby amended as follows:

903.2.10: Group S-2 Parking Garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages.

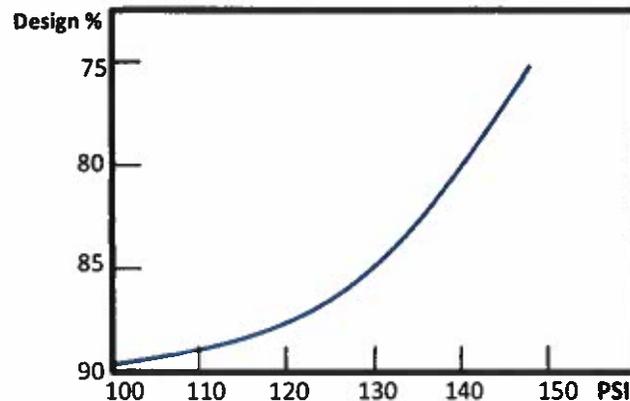
SECTION 903.2.10.1, Commercial Parking Garages, is hereby deleted without replacement.

SECTION 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity

Exception: When static pressure exceeds 100 psi, and required by the Fire Code Official, the fire sprinkler system shall not exceed water supply capacity specified by Table 903.3.5.3

TABLE 903.3.5.3
Hydraulically Calculated Systems



SECTION 903.4, Sprinkler system supervision and alarms, is hereby amended by modifying item 1, deleting items 5 and 8, and renumbering the Exceptions as follows:

1. Automatic sprinkler systems protecting one- and two-family dwellings. Exterior alarm specified by Section 903.4.2 shall apply.
2. Limited area systems serving fewer than 20 sprinklers.
3. Automatic sprinkler systems installed in accordance with NFPA 13R where the common supply main is used to supply both the domestic and automatic sprinkler system, and a separate shutoff valve for automatic sprinkler system is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
6. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

SECTION 905.4 Location of Class I standpipe hose connections is hereby amended by adding item 7 as follows:

7. The centerline of the 2.5 inch (63.5 mm) outlet shall be no less than 18 inches (457.2 mm) and no more than 24 inches above the finished floor.

SECTION 912.2 Location of the Fire Department Connection (FDC) is hereby revised as follows::

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connection shall be located within 100 feet of a public fire hydrant. The fire hydrant that supports the FDC shall be on the same side of the street. A vehicle access roadway/approach shall not be placed between the FDC and fire hydrant.

Chapter 10

Means of Egress

Chapter 10 Means of Egress is adopted in its entirety without amendments

Chapter 11

Construction Requirements for Existing Buildings

Chapter 11 Construction Requirements for Existing Buildings. Adopt only those Sections and Subsections listed below:

1. 11.3.3.3
2. 1103.7
3. 1103.7.3
4. 1103.7.3.1
5. 1103.7.8 – 1103.7.8.2
6. 1103.7.9 – 1103.7.9.10
7. 1103.8 – 1103.8.5.3
8. 1103.9.1
9. 1107
10. 1113
11. 1114

12. 1115

13. 1116

Chapter 12

Energy Systems

Chapter 12 Energy Systems is adopted in its entirety with the following amendments:

SECTION 1205.2, Access and Pathways.

Exception 3. Building-Integrated Photovoltaic (BIPV) systems where the BIPV systems are approved, integrated into the finished roof surface and are listed in accordance with a national test standard developed to address Section 690.12(B)(2) of the California Electrical Code. The removal or cutting away of portions of the BIPV system during firefighting operations shall not expose a firefighter to electrical shock hazard and smoke ventilation opportunity areas have been identified.

Chapter 20

Aviation Facilities

Chapter 20 Aviation Facilities is adopted in its entirety without amendments:

Chapter 21

Dry Cleaning

Chapter 21 Dry Cleaning is adopted in its entirety without amendments.

Chapter 22

Combustible Dust-Producing Operations

Chapter 22 Combustible Dust-Producing Operations is adopted in its entirety without amendments.

Chapter 23

Motor Fuel-Dispensing Facilities and Repair Garages

Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety without amendments.

Chapter 24

Flammable Finishes

Chapter 24 Flammable Finishes is adopted in its entirety without amendments.

Chapter 25

Fruit and Crop Ripening

Chapter 25 Fruit and Crop Ripening is adopted in its entirety without amendments.

Chapter 26

Fumigation and Thermal Insecticidal Fogging

Chapter 26 Fumigation and Thermal Insecticidal Fogging is adopted in its entirety without amendments.

Chapter 27

Semiconductor Fabrication Facilities

Chapter 27 Semiconductor Fabrication Facilities is adopted in its entirety without amendments

Chapter 28

Lumber Yards and Agro-Industrial, solid Biomass and Woodworking Facilities

Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass, and Woodworking Facilities is adopted in its entirety without amendments:

Chapter 29

Manufacture of Organic Coatings

Chapter 29 Manufacture of Organic Coatings is adopted in its entirety without amendments.

Chapter 30

Industrial Ovens

Chapter 30 Industrial Ovens is adopted in its entirety without amendments.

Chapter 31

Tents, Temporary Special Event Structures and Other Membrane Structures

Chapter 31 Tents, Temporary Special Event Structures and Other Membrane Structures is adopted in its entirety without amendments.

Chapter 32

High-Piled Combustible Storage

Chapter 32 High-Piled Combustible Storage is adopted in its entirety without amendments.

Chapter 33

Fire Safety During Construction and Demolition

Chapter 33 Fire Safety During Construction and Demolition is adopted in its entirety without amendments.

Chapter 34

Tire Rebuilding and Tire Storage

Chapter 34 Tire Rebuilding and Tire Storage is adopted in its entirety without amendments.

Chapter 35

Welding and Other Hot Work

Chapter 35 Welding and Other Hot Work is adopted in its entirety without amendments.

Chapter 36

Marinas

Chapter 36 Marinas is adopted in its entirety without amendments.

Chapter 37

Combustible Fibers

Chapter 37 Combustible Fibers is adopted in its entirety without amendments.

Chapter 39

Processing and Extraction Facilities

Chapter 39 Processing and Extraction Facilities is adopted in its entirety without amendments.

Chapter 40

Storage of Distilled Spirits and Wines

Chapter 40 Storage of Distilled Spirits and Wines is adopted in its entirety without amendments.

Chapter 48

Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations

Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety without amendments.

Chapter 49

Requirements for Wildland-Urban Interface Fire Areas

Chapter 49 Requirements for Wildland-Urban Interface Fire Areas is adopted in its entirety with the following amendments:

Section 4906.2 Application is hereby revised as follows:

4906.2 Application. All new plantings of vegetation in State Responsibility Areas (SRA) and Local Responsibility Areas (LRA) designated as a Very High Fire Hazard Severity Zone shall comply with Sections 4906.3 through 4906.5.3 and City of Perris Vegetation Management Guidelines.

Section 4906.4.2.1 Non-fire-resistant vegetation. is hereby revised by as follows:

4906.4.2.1 Non-fire-resistant vegetation. New trees not classified as fire-resistant vegetation, such as conifers, palms, pepper trees and eucalyptus species, shall not be permitted within fuel modification zones.

Section 4911 Fuel Modification Requirements for New Construction is hereby added as follows:

4911 Fuel Modification Requirements for New Construction. All new buildings to be built or installed in hazardous fire areas shall comply with the following:

1. Preliminary fuel modification plans shall be submitted to and approved by the fire code official concurrent with the submittal for approval of any tentative map.
2. Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.
 - 2.1 The fuel modification plan shall include provisions for the maintenance of the fuel modification for perpetuity.
3. The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of the City of Perris Vegetation Management Guidelines.
4. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the fire code official.
5. All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.

Chapter 50

Hazardous Materials – General Provisions

Chapter 50 Hazardous Materials – General Provisions is adopted in its entirety with the following amendments.

Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS), is hereby amended by modifying the starting paragraph as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall include City of Perris Chemical Classification Disclosure Statement, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises. The Chemical Classification Disclosure Statement shall include the following information and formatted as specified in the City of Perris Chemical Classification Disclosure Statement:

1. Product Name
2. Component
3. Chemical Abstract Service (CAS) number
4. Location where stored or used.
5. Container size
6. Hazard classification
7. Amount in storage
8. Amount in use-closed systems
9. Amount in use-open systems.

Chapter 51

Aerosols

Chapter 51 Aerosols is adopted in its entirety without amendments.

Chapter 53

Compressed Gases

Chapter 53 Compressed Gases is adopted in its entirety without amendments.

Chapter 54

Corrosive Materials

Chapter 54 Corrosive materials is adopted in its entirety without amendments.

Chapter 55

Cryogenic Fluids

Chapter 55 Cryogenic Fluids is adopted in its entirety without amendments.

Chapter 56

Explosives and Fireworks

Chapter 56 Explosives and Fireworks California Fire Code Chapter 56 is adopted in its entirety with the following amendments:

Section 5601.2.5 Retail Fireworks is hereby added as follows:

5601.2.5 Retail Fireworks. The storage, use, sale, possession, and handling of fireworks 1.4G (commonly referred to as Safe & Sane) and fireworks 1.3G is prohibited.

Exception: Fireworks 1.4G and fireworks 1.3G may be part of an electrically fired public display when permitted and conducted by a licensed pyrotechnic operator

Section 5601.3.6 Seizure of Fireworks is hereby added as follows:

5601.3.6 Seizure of Fireworks. The fire code official shall have the authority to seize, take, remove all fireworks stored, sold, offered for sale, used or handled in violation of the provisions of Title 19 CCR, Chapter 6. Any seizure or removal pursuant to this section shall be in compliance with all applicable statutory, constitutional, and decisional law.

Section 5608.2 Firing is hereby added as follows:

5608.2 Firing. All fireworks displays shall be electrically fired.

Section 5614 Explosives and blasting is hereby added as follows:

5614 Explosives and blasting. Explosives shall not be possessed, kept, stored, sold, offered for sale, given away, used, discharged, transported or disposed of within wildland-urban interface areas, or hazardous fire areas except by permit from the fire code official.

Chapter 57

Flammable and Combustible Liquids

Chapter 57 Flammable and Combustible Liquids is adopted in its entirety with the following amendments:

Section 5704.2.3.2 Label or placard is hereby amended by modifying the NFPA standard as follows:

5704.2.3.2 Label or placard. Tanks more than 100 gallons (379 L) in capacity, which are permanently installed or mounted and used for the storage of Class I, II or III liquids, shall bear a label and placard identifying the material therein. *Placards shall be 3" red letters on white background and made of durable materiel.*

Section 5707 On Demand Mobile Fueling Operations hereby amended by as follows:

Sections 5707.1 General. On-demand mobile fueling operations that dispense Class I, II and III liquids into the fuel tanks of motor vehicles shall be prohibited.

Sections 5707.2 through 5707.6 is hereby deleted without replacement.

Chapter 58

Flammable Gases and Flammable Cryogenic Fluids

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids is adopted in its entirety without amendments.

Chapter 59

Flammable Solids

Chapter 59 Flammable Solids is adopted in its entirety without amendments.

Chapter 60

Highly Toxic and Toxic Materials

Chapter 60 Highly Toxic and Toxic Materials is adopted in its entirety without amendments.

Chapter 61

Liquefied Petroleum Gases

Chapter 61 Liquefied Petroleum Gases is adopted in its entirety without amendments.

Chapter 62

Organic Peroxides

Chapter 62 Organic Peroxides is adopted in its entirety without amendments.

Chapter 63

Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids

Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids is adopted in its entirety without amendments.

Chapter 64

Pyrophoric Materials

Chapter 64 Pyrophoric Materials is adopted in its entirety without amendments.

Chapter 65

Pyroxylin (Cellulose Nitrate) Plastics

Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety without amendments.

Chapter 66

Unstable (Reactive) Materials

Chapter 66 Unstable (Reactive) Materials is adopted in its entirety without amendments.

Chapter 67

Water-Reactive Solids and Liquids

Chapter 67 Water-Reactive Solids and Liquids is adopted in its entirety without amendments.

Chapter 80

Referenced Standards

Chapter 80 Referenced Standards is adopted in its entirety with the following amendments:

NFPA 13, 2022 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised as follows:

16.12.3.3 Fire department connections (FDC) shall be of an approved type. The FDC shall contain a minimum of two 2 ½” inlets. The location shall be approved and be no more than 100 feet from a public hydrant. The FDC may be located within 100 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red. When the fire sprinkler density design requires 500 gpm (including inside hose stream demand) or greater, or a standpipe system is included, four 2 ½” inlets shall be provided.

Section 9.4.3.1 is hereby revised as follows:

9.4.3.1. When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light

hazard systems equipped with standard-response sprinklers

6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 9.2.1.7 is hereby revised as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the fire code official.

Section 19.1.1.1 is hereby added as follows:

19.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 21.4.1.2.2.1 (d) curve "D". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the Fire Code Official:

1. Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
2. Use a maximum of 40 psi, if available;
3. Utilize the City of Perris water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

Section 16.9.10.2 is hereby deleted without replacement.

Section 16.9.10.3 is hereby deleted without replacement.

Section 16.9.10.4 is hereby deleted without replacement.

NFPA 13D 2022 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 5.1.3 is hereby added as follows:

5.1.3 Stock of Spare Sprinklers.

Section 5.1.3.1 is hereby added as follows:

5.1.3.1 A supply of at least two sprinklers for each type shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced.

Section 5.1.3.2 is hereby added as follows:

5.1.3.2 The sprinklers shall correspond to the types and temperature ratings of the sprinklers in the property.

Section 5.1.3.3 is hereby added as follows:

5.1.3.3 The sprinklers shall be kept in a cabinet located where the temperature to which they are subjected will at no time exceed 100 °F (38°C).

Section 5.1.3.4 is hereby added as follows:

5.1.3.4 A special sprinkler wrench shall be provided and kept in the cabinet to be used in the removal and installation of sprinklers. One sprinkler wrench shall be provided for each type of sprinkler installed.

Section 7.1.2 is hereby revised as follows:

7.1.2 The system piping shall not have a separate control valve unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2019 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby deleted in its entirety and replaced as follows:

7.3.1.1 Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

NFPA 24, 2019 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.9* (3) and (5) are hereby deleted without replacement and (6) and (7) renumbered as follows:

(5) Control Valves installed in a fire-rated room accessible from the exterior.

(6) Control valves in a fire-rated stair enclosure accessible from the exterior as permitted by the authority having jurisdiction.

Section 6.2.9* (2) is hereby revised as follows:

(2) When approved by the fire code official, a wall post indicating valve.

Section 6.3.3 is hereby added as follows:

Section 6.3.3 All post indicator valves controlling fire suppression water supplies shall be painted OSHA red.

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe shall be coated and wrapped. Joints shall be coated and wrapped after assembly. All fittings shall be protected with a loose 8-mil polyethylene tube. The ends of the tube shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.3.7 Bolts is hereby added as follows:

10.3.7 Bolts. All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.1.1 is hereby revised as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material, prior to poly-tube, and after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.3.1 is hereby deleted and replaced as follows:

10.4.3.1 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.6.2.

Section 10.4.3.1.1 is hereby revised as follows:

10.4.3.1.1 Pipe joints shall not be located under foundation footings. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints.

Appendices

Appendix A is deleted in its entirety.

Appendix B is adopted in its entirety with the following amendments.

Table B105.1 (1) is hereby revised as follows:

**TABLE B105.1(1)
REQUIRED FIRE-FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3
AND R-4 BUILDINGS AND TOWNHOUSES**

CALCULATION AREA (square feet)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
0-3,600	No automatic sprinkler system	1,000	1
3,601 and greater	No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2) at the required fire-flow rate
0-3,600	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	750	3/4
3,601 and greater	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	½ value in Table B105.1(2) but not less than 1500	1

For SI: 1 square foot = 0.0929 m², 1 gallon per minute = 3.785 L/m

Table B105.2 is hereby revised as follows:

**TABLE B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY
DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES**

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 or Section 903.3.1.2 of the California Fire Code	50% of the value in Table B105.1(2) but not less than 1500	Duration in Table B105.1(2)

For SI: 1 square foot = 0.0929 m², 1 gallon per minute = 3.785 L/m

Appendix BB is adopted in its entirety without amendments:

Appendix C is adopted in its entirety with the following amendments:

Section C103.1 Hydrant Spacing is hereby revised as follows:

Section C103.1 Hydrant Spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall not exceed 300 feet, measured along the fire department access route. In locations where it is impractical to place a fire hydrant 40 feet from the protected structure the hydrant spacing shall be reduced to 150 feet.

Section C103.2 Average Spacing is hereby deleted without replacement.

Section C103.3 Maximum Spacing is hereby deleted without replacement.

Appendix CC is adopted in its entirety without amendments.

Appendix D is deleted in its entirety.

Appendix E is deleted in its entirety.

Appendix F is deleted in its entirety.

Appendix G is deleted in its entirety.

Appendix H is deleted in its entirety.

Appendix I is deleted in its entirety.

Appendix J is deleted in its entirety.

Appendix K is deleted in its entirety.

Appendix L is deleted in its entirety.

Appendix M is deleted in its entirety.

Appendix N is deleted in its entirety.

Appendix O is deleted in its entirety.

Section 9. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 10. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 11. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this 29th day of November, 2022.

Mayor, Michael M. Vargas

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 Ordinance Number was duly and regularly introduced at a regular meeting of the City Council of the City of Perris held on the 25th day of October 2022 and was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 29TH day of November, 2022 and that it was so adopted by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

ATTACHMENT 2

**Resolution No. (next in order)
including Exhibit A. ICC Valuation Data and
Valuation Rates**

RESOLUTION NO. (NEXT IN ORDER)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING SECTION 5 OF RESOLUTION NO. 2715 BY ADOPTING THE 2022 BUILDING VALUATION RATES, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL (ICC) IN THE 2022 BUILDING STANDARDS VALUATION TABLES, FOR USE IN THE CALCULATION OF CERTAIN BUILDING, ELECTRICAL, PLUMBING AND MECHANICAL PERMIT FEES.

WHEREAS, requests for certain services from the City of Perris ("City") are made by the general public to the City to allow the public to comply with the Perris Municipal Code and state and federal laws; and

WHEREAS, the provision of such services by City staff constitutes an expense to the City; and

WHEREAS, the City has always intended to recover the costs it incurs for providing such services to the general public by collecting fees to reimburse the City's costs; and

WHEREAS, the City currently utilizes February 2019 Building Valuation Rates as published by the International Code Council (ICC) in the 2019 Building Standards magazine for the calculation of certain building, electrical, and mechanical fees and which is outdated and fails to adequately reimburse the City for its expenses; and

WHEREAS, the Building Valuation Rates are generally updated every six months and published annually in the Building Standards magazine; and

WHEREAS, City staff has analyzed the City's actual cost for certain building, electrical, mechanical, and plumbing permit fees in relation to the most recent Building Valuation Rates and determined that the City's costs for such permits should utilize the February 2022 Building Valuation Rates as published by the ICC in the Building Standards Valuation Tables ("2022 Building Valuation Rates"); and

WHEREAS, City staff has further analyzed and determined that the use of the 2022 Building Valuation Rates for calculating such permit fees, as contemplated by this Resolution, including any materials related thereto, do not exceed the costs borne by the City and are reflective of the estimated construction and staffing costs incurred by the City; and

WHEREAS, the City Council now desires to update the Building Valuation Rates used for the calculating the amount of the fees it collects for providing certain building, electrical, mechanical, and plumbing services by adopting the 2022 Building Valuation Rates; and

WHEREAS, by adopting the 2022 Building Valuation Rates, the fees for certain building, electrical, plumbing and mechanical permits will increase; and

WHEREAS, on October 11, 2022 a notice of the public hearing to be held on October 25, 2022 regarding the proposed fee increases was published in Perris Progress; and

WHEREAS, all interested parties that requested notice of the proposed fee increases were notified, in writing, fourteen days prior to the public hearing held on October 25, 2022 regarding the same; and

WHEREAS, at least ten days prior to the October 25, 2022 public hearing, the City made available to the public data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service; and

WHEREAS, on October 25, 2022, after a staff report, the City Council held a duly noticed public hearing at which oral and written testimony was received and considered; and

WHEREAS, the City Council now desires to adopt the 2022 Building Valuation Rates contemplated by this Resolution.

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

SECTION 1. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. The City hereby amends Section 5 of Resolution No. 2715 by adopting the 2022 Building Valuation Rates, as published in the International Code Council (ICC) 2022 Building Valuation Tables and as attached in Exhibit A, for use in calculating certain building, electrical, and mechanical permit fees as more fully set forth in Section 5 of Resolution No. 2715.

SECTION 3. That the resulting fees set forth above do not exceed the estimated reasonable cost of providing such services to the public.

SECTION 4. That the adoption of these fees is exempt from the provisions of the California Environmental Quality Act (CEQA) because the creation of a government funding mechanism which does not involve any commitment to any specific project is not a "project" under CEQA pursuant to Public Resources Code Section 21080 and CEQA Guideline 15378(b)(4).

SECTION 5. Resolution No. 2715 shall remain unchanged except as otherwise modified by this Resolution.

SECTION 6. The City Clerk shall certify as to the adoption of this Resolution.

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, Nancy Salazar, duly elected City Clerk of the City of Perris, California, hereby certify that the foregoing Resolution Number (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 25th day of October 2022, by the following called vote:

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

City Clerk, Nancy Salazar

Exhibit A – 2022 ICC Building Valuation Data Table and Valuation Rates

EXHIBIT A

ICC Valuation Data and Valuation Rates

Building Valuation Data – FEBRUARY 2022

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in August 2022. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the "average" construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2021 *International Building Code (IBC)* whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are "average" costs based on typical construction methods for each occupancy group and type of construction. The average costs

include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.

2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$214.08/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$214.08/sq. ft x 0.0075 = \$25,690

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c}

Group (2021 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	309.06	298.66	291.64	280.58	263.98	255.82	272.02	244.80	237.02
A-1 Assembly, theaters, without stage	282.85	272.45	265.42	254.37	237.77	229.61	245.81	218.59	210.80
A-2 Assembly, nightclubs	237.31	230.23	224.56	215.36	202.99	197.40	207.69	183.68	177.40
A-2 Assembly, restaurants, bars, banquet halls	236.31	229.23	222.56	214.36	200.99	196.40	206.69	181.68	176.40
A-3 Assembly, churches	286.90	276.49	269.47	258.42	242.23	234.07	249.86	223.05	215.26
A-3 Assembly, general, community halls, libraries, museums	244.77	234.37	226.34	216.29	198.94	191.79	207.73	179.77	172.98
A-4 Assembly, arenas	281.85	271.45	263.42	253.37	235.77	228.61	244.81	216.59	209.80
B Business	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
E Educational	257.70	248.89	242.35	231.90	216.47	205.54	223.92	189.21	183.31
F-1 Factory and Industrial, moderate hazard	144.93	138.11	130.39	125.40	112.49	107.10	120.02	92.69	86.88
F-2 Factory and industrial, low hazard	143.93	137.11	130.39	124.40	112.49	106.10	119.02	92.69	85.88
H-1 High Hazard, explosives	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	N.P.
H234 High Hazard	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	77.53
H-5 HPM	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
I-1 Institutional, supervised environment	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
I-2 Institutional, hospitals	401.22	392.40	383.83	374.40	354.29	N.P.	366.00	331.40	N.P.
I-2 Institutional, nursing homes	279.15	270.32	261.76	252.33	234.64	N.P.	243.93	211.75	N.P.
I-3 Institutional, restrained	273.40	264.57	256.00	246.57	229.13	220.58	238.17	208.24	196.56
I-4 Institutional, day care facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
M Mercantile	177.02	169.94	163.27	155.07	142.48	137.88	147.40	123.17	117.89
R-1 Residential, hotels	246.94	238.56	231.54	222.30	204.35	198.77	222.58	183.44	178.00
R-2 Residential, multiple family	206.81	198.43	191.41	182.17	165.41	159.83	182.46	144.50	139.06
R-3 Residential, one- and two-family ^d	192.58	187.37	182.53	178.04	172.85	166.59	175.01	160.35	150.87
R-4 Residential, care/assisted living facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
S-1 Storage, moderate hazard	134.29	127.47	119.75	114.76	102.14	96.75	109.39	82.34	76.53
S-2 Storage, low hazard	133.29	126.47	119.75	113.76	102.14	95.75	108.39	82.34	75.53
U Utility, miscellaneous	104.98	99.04	93.31	89.21	80.44	74.45	85.33	63.42	60.43

- Private Garages use Utility, miscellaneous
- For shell only buildings deduct 20 percent
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$23.20 per sq. ft.



12.A.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: October 25, 2022

SUBJECT: Consideration of the Healthy Options at Checkout Campaign Requiring Grocery Stores Larger than 2,500 Square Feet in the City of Perris to Provide Healthy Food and Beverage Items as the “Default” Option at Checkout Aisles.

REQUESTED ACTION: Review, Discuss, and Provide Direction on the Healthy Options at Checkout Campaign Requiring Grocery Stores Larger than 2,500 Square Feet to Provide Healthy Food and Beverage Items as the “Default” Option at Checkout Aisles in Grocery Stores.

CONTACT: Sabrina Chavez, Director of Community Services

BACKGROUND/DISCUSSION:

On March 8, 2022, Public Health Advocates presented a *Healthy Options at Checkout Campaign* for Perris City Council discussion. The Healthy Options at Checkout Campaign for Healthier Cities is a campaign throughout California focused on adopting healthy retail policies by focusing on making healthy food options the default choice for families by adding nutrition standards to checkout aisles at larger local retail stores. The City Council directed staff to bring the item back to City Council for discussion after completion of additional outreach to the community and local affected businesses. Staff has attached the recommendation for the Healthy Options at Checkout Campaign requirements in Attachment 1.

In 2021, Public Health Advocates partnered with the Boys & Girls Club of Inland Valley-Perris to conduct advocacy outreach to local organizations and businesses for the Healthy Options at Checkout Campaign. City staff worked closely with Public Health Advocates and the Boys & Girls Club of Inland Valley- Perris, to outreach to local businesses and invite them to an in-person and virtual workshop. Boys & Girls Club conducted in-store visits and phone banking to outreach to local businesses and the City mailed out two (2) separate letters inviting local business establishments to the workshop and informing them of the campaign and future ordinance. City staff mailed packets to a total of 12 businesses (see Attachment 2) that met the criteria for the Healthy Options at Checkout Campaign. As referenced in Attachment 3, the mailing packets included a letter, information on the campaign, and physical and electronic surveys available to business owners asking them to provide feedback on the Healthy Options at Checkout Campaign.

On August 1, 2022, staff conducted a workshop inviting local grocery store establishments to provide feedback on the proposed campaign and ordinance. No feedback or questions were received by staff on the subject. In addition, the City received one completed (1) survey from K&J Wholesale, see Attachment 4 for survey response, and two (2) inquiries from two local grocery stores (Stator Bros. Market and K&J Wholesale) inquiring about the workshop and effective date of the future ordinance. Aldi grocery store in Perris expressed support for the campaign and ordinance, see Attachment 5 for letter of support.

Staff requests that City Council provide direction to staff to consider options on proceeding with the Healthy Options at Checkout campaign. If asked to proceed, staff will bring back the first reading of the ordinance at a future City Council meeting.

BUDGET (or FISCAL) IMPACT:

There is no fiscal impact. The Healthy Options at Checkout will be implemented using existing staff resources.

Prepared by: Crystal Lopez, Recreation and Public Services Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager MB
Deputy City Manager ER

Attachments:

1. Healthy Options at Checkout Requirements
2. Grocery Store List
3. Sample Mailing Packet
4. Survey Response
5. Letter of Support
6. March 8, 2022 City Council Staff Report on Introduction of Healthy Options at Checkout Campaign

Consent:

Public Hearing:

Business Item: X

Presentation:

Other:



CITY OF PERRIS
COMMUNITY SERVICES

**ATTACHMENT 1:
Healthy Options at
Checkout Requirements**

Healthy Options at Checkout Requirements

The Healthy Options at Checkout campaign recommends to require grocery stores 2,500 square feet or larger to meet the standards of healthy checkout campaign for food and beverages sold at checkout areas.

Definitions:

- A. **Checkout Area.** Any area that is accessible to a customer of a Grocery Stores that is within six feet of any register; or in an area where Grocery Stores direct customers to wait in line to make a purchase. May also be referred to as Checkout "aisle."
- B. **Grocery Store.** A commercial establishment larger than 2,500 square feet which provides food products, produce, household items and packaged alcoholic beverages as an incidental commodity to the establishment.
- C. **Register.** A cash register or similar device that calculates the sales of goods, holds money, and displays the amount of sales for the customer.
- D. **Small Business.** An independently owned and operated business that is not dominant in its field of operation. Small businesses and grocery stores under 2,500 square feet will participate on a voluntary basis.

Qualifying Food and Beverage Categories:

- A. A grocery store that sells beverage items at the check-out aisle shall make the default beverage options the following:
 - 1. Water, including carbonated water with no added caloric sweeteners;
 - 2. Coffee or tea with no added caloric sweeteners (permissible condiments include sugar, sugar substitutes, milk, and creamer products);
 - 3. Fat-free or one percent (1%) low-fat dairy milk or calcium- and vitamin D-fortified soymilk with fewer than two hundred (200) calories per container;
 - 4. One hundred percent (100%) fruit juice or fruit juice combined with water or carbonated water, with no added caloric sweeteners, in a size no greater than twelve (12) fluid ounces;
 - 5. One hundred percent (100%) vegetable juice with no added caloric sweeteners, no more than two hundred (200) milligrams of sodium per container, and in a size no greater than twelve (12) fluid ounces; or
 - 6. Low-calorie beverages that have no more than forty (40) calories per container.
- B. A grocery store that sells food items at the check-out aisle shall make the default food items, per package, the following:
 - 1. No more than two hundred (200) calories;
 - 2. No more than thirty-five percent (35%) of calories (or seven grams) from fat, with the exception of packages that contain one hundred percent (100%) nuts or seeds;
 - 3. No more than ten percent (10%) of calories (or two grams) from saturated

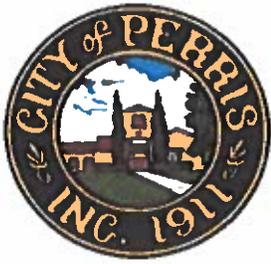
fat, with the exception of packages that contain one hundred percent (100%) nuts or seed;

- 4. Zero grams of trans fat;**
- 5. No more than thirty-five percent (35%) of calories (or ten grams) from total sugars, with the exception of fruits and vegetables that do not contain added sweeteners or fats and yogurts that contain no more than thirty (30) grams of total sugars per eight-ounce container;**
- 6. No more than two hundred (200) milligrams of sodium; and**
- 7. Meet at least one of the following standards:**
 - i. Consist of sugar-free chewing gum;**
 - ii. Contain a quarter cup of fruit, non-fried vegetables, or fat-free/low-fat dairy;**
 - iii. Contain one ounce of nuts or seeds or one tablespoon of nut butter;**
 - iv. Contain at least fifty percent (50%) of the grain ingredients from whole grain, determined by the product listing whole grain as the first ingredient; or**
 - v. Contain ten percent (10) of the Daily Value (DV) of a naturally occurring nutrient of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).**



CITY OF PERRIS
COMMUNITY SERVICES

**ATTACHMENT 2:
Grocery Store List**

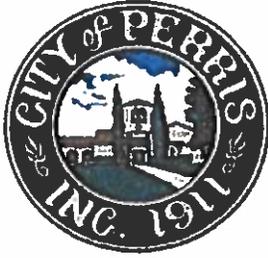


CITY OF PERRIS

COMMUNITY SERVICES

Grocery Stores Larger than 2,500 Square Feet in the City of Perris

Grocery Stores	Address	Status
1. Cardenas	2560 N Perris Blvd, Perris, CA 92571	No response
2. Aldi	80 Citrus Ave, Perris, CA 92571	Yes, currently sells some healthy items at checkout.
3. Food 4 Less	1688 N Perris Blvd Ste E, Perris, CA 92571	No response
4. Rio Ranch Market	460 E 4th St, Perris, CA 92570	No response
5. Stater Bros. Market	47 W Nuevo Rd, Perris, CA 92571	No response
6. Winco Foods	3150 Case Rd, Perris, CA 92570	No response
7. Del Pueblo Market (K&J Wholesale)	2131 N Perris Blvd Perris CA 92571	No response
8. La Favorita Market	546 Indian Hills Cir, Perris, CA 92570	No response
9. La Favorita Super Market	546 Indian Hills Cir, Perris, CA 92570	No response
10. La Playita Bakery	323 S D St, Perris, CA 92570	No response
11. Los Junior's Market	510 W 4th St, Perris, CA 92570	No response
12. Perris Supermarket	437 S D St, Perris, CA 92570	No response



CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 3:
Sample Mailing Packet



CITY OF PERRIS

COMMUNITY SERVICES

July 20, 2022

Re: City Proposition of Healthy Retail Checkout Ordinance

Dear Local Business Owner/ Manager,

The City of Perris is drafting an ordinance that will require local grocery stores establishments that are 2,500 square feet or larger to replace unhealthy food and beverage items from check-out areas and substitute those items with healthier items. This proposed ordinance hopes to encourage healthier options for children and parents by offering alternatives to avoid high calorie, low nutrient foods at check-out.

The proposed ordinance will uphold the efforts of the City of Perris to encourage healthier living and combat the high rates of obesity and diabetes, in addition to the other negative health impacts attributed by unhealthy food and beverage item consumption. Furthermore, it will support the City's Healthy Eating Active Living (HEAL) Campaign, the Live Well Perris Campaign and continue the plan to build a healthy community as proposed under the Healthy Community Element in the General Plan.

The City recognizes the importance of discussion on this matter prior to adoption of the ordinance and invites your comments or questions through the following methods:

- You are invited to attend a meeting, specifically for grocery store establishments, on this item. The meeting will be held on Monday August 1, 2022 at 10:00 am in the City Council Chambers Conference Room, 101 North D. St. Perris. Please RSVP to Crystal Lopez.
- You are invited to complete an anonymous survey regarding this subject via the following website: <https://www.surveymonkey.com/r/OXQKV2R> OR by Scanning the QR code below OR complete the enclosed paper survey and return to the specified address any time prior to Wednesday, August 6, 2022.
- You can email, send a letter or call staff directly with comments, questions or concerns at:

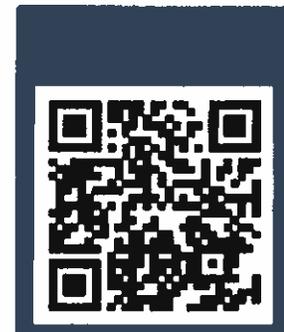
Crystal Lopez
clopez@cityofperris.org
(951) 943-6100 ext. 234

Emmanuel Marquez
emarquez@cityofperris.org
(951) 943-6100 ext. 269

The City thanks you for your attention to this matter and looks forward to receiving your feedback. Enclosed is additional information and the anonymous survey.

Best regards,

Wendell Bugtai
Assistant City Manager
City of Perris





CITY OF PERRIS

COMMUNITY SERVICES

July 25, 2022

Re: City Proposition of Healthy Retail Checkout Ordinance Follow-Up Reminder

Dear Local Business Owner/ Manager,

The City of Perris is drafting an ordinance that will require local grocery stores establishments that are 2,500 square feet or larger to replace unhealthy food and beverage items from check-out areas and substitute those items with healthier items. This proposed ordinance hopes to encourage healthier options for children and parents by offering alternatives to avoid high calorie, low nutrient foods at check-out.

The proposed ordinance will uphold the efforts of the City of Perris to encourage healthier living and combat the high rates of obesity and diabetes, in addition to the other negative health impacts attributed by unhealthy food and beverage item consumption. Furthermore, it will support the City's Healthy Eating Active Living (HEAL) Campaign, the Live Well Perris Campaign and continue the plan to build a healthy community as proposed under the Healthy Community Element in the General Plan.

The City recognizes the importance of discussion on this matter prior to adoption of the ordinance and invites your comments or questions through the following methods:

- You are invited to attend a meeting, specifically for grocery store establishments, on this item. The meeting will be held on Monday August 1, 2022 at 10:00 am in the City Council Chambers Conference Room, 101 North D. St. Perris. Please RSVP to Crystal Lopez.
- Join via Zoom: 850 7553 1978 or <https://us06web.zoom.us/j/85075531978>
- You are invited to complete an anonymous survey regarding this subject via the following website: <https://www.surveymonkey.com/r/OXQKV2R> OR by Scanning the QR code below OR complete the enclosed paper survey and return to the specified address any time prior to Wednesday, August 6, 2022.
- You can email, send a letter or call staff directly with comments, questions or concerns at:

Crystal Lopez
clopez@cityofperris.org
(951) 943-6100 ext. 234

Emmanuel Marquez
emarquez@cityofperris.org
(951) 943-6100 ext. 269

The City thanks you for your attention to this matter and looks forward to receiving your feedback. Enclosed is additional information and the anonymous survey.

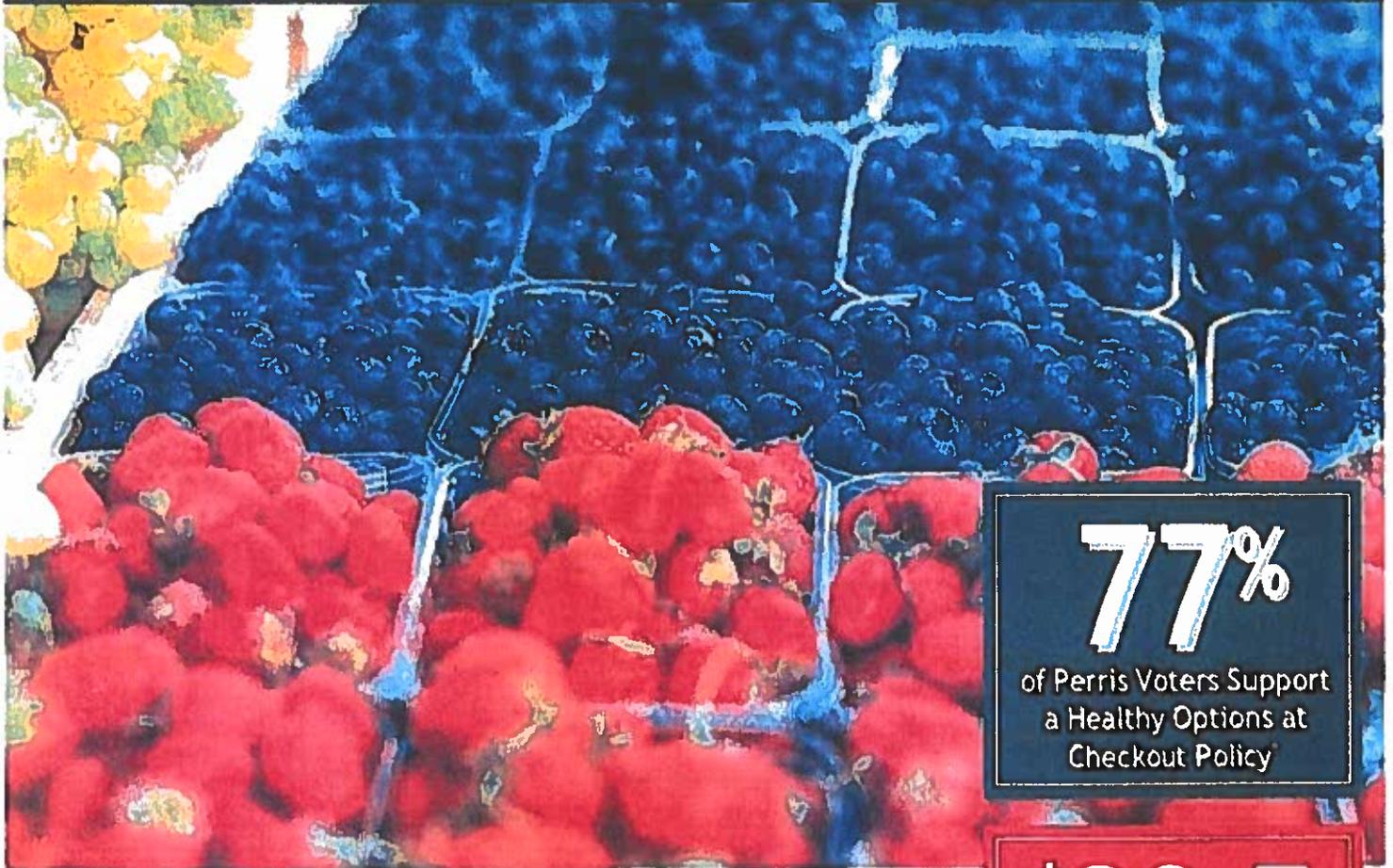
Best regards,

Wendell Bugtai
Assistant City Manager
City of Perris



PERRIS

Healthy Options at Checkout CAMPAIGN



77%

of Perris Voters Support
a Healthy Options at
Checkout Policy

The placement of food and beverages in stores plays a key role in determining what products people purchase and consume. Perris residents may want to **make healthier food choices**, but it is difficult when they are continually seduced to consume cheap, ready-to-eat foods high in **salt, saturated fat, and added sugars**.

Added sugars contribute to elevated risk of **dental cavities, heart disease, and Type 2 diabetes**. The burden of diabetes has tripled in the last 30 years and continues to rise across the nation. In California, the economic cost of diabetes in 2017 was **\$39.5 billion**, with \$27 billion spent on direct medical care and \$12.5 billion on indirect costs.

**\$39.5
BILLION**

Economic cost of diabetes in
California in 2017⁷

*"The number one thing
we've heard from our
customers is the desire for
healthier food options."⁸*
CVS, 2016

1/2

SUGARY DRINKS ARE THE LARGEST SOURCE OF ADDED SUGAR IN THE AMERICAN DIET AND THE LARGEST SOURCE OF CALORIES IN CHILDREN'S DIETS, PROVIDING NEARLY HALF OF CHILDREN'S SUGAR INTAKE.^{4,5}

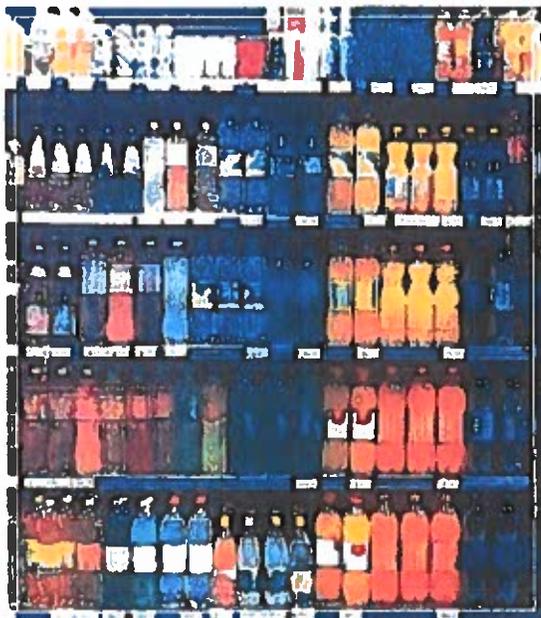
	California	Riverside County	Perris
Childhood Overweight and Obesity ⁶	40%	40%	44%
Adults with Prediabetes or Diabetes ⁷	46%	48%	53%

Given the **alarming rates of obesity among children** and the millions of dollars in healthcare costs associated with the epidemics of obesity and diabetes, **the time is now for localities, stores, and parents to work together to increase the availability of healthier foods and drinks in checkout aisles, which is one of the main purchase points.**



“As a parent with three daughters, it can be a struggle to checkout without the crying for chocolate and candy.”

Perris Mother, 2021



Support Parents, protect Kids

Backroom deals between stores and food manufacturers shape the layout of today’s grocery stores and markets. Some stores—like Aldi, Raley’s, and CVS—are leading the way in making important steps toward improving options available near the cash register. Others continue to fill their checkout aisles with large product displays designed to encourage the impulsive purchase of products **high in sugar, salt, and fat.**

Municipalities generally have the authority to regulate commercial products and practices to protect the public’s **health, safety, and general welfare.** The City of Berkeley adopted the first healthy checkout aisle policy in 2019 and similar policies are being considered in the cities of Fresno, Richmond, and Stockton.

For more information, contact Monica Acevedo Guerrero at MG@PHAdvocates.org or 844-962-5900 x360.



**PUBLIC HEALTH
ADVOCATES**



**BOYS & GIRLS CLUBS
OF INLAND VALLEY**



Love 4 Life

1. TM3 Public Opinion Poll.

2. American Diabetes Association (2020). “The Burden of Diabetes in California.” Factsheet.

3. Center for Science in the Public Interest (2016). “Why Healthy Checkout?” Factsheet.

4. Guthrie JJ, Manton JF. Food sources of added sweeteners in the diets of Americans. J Am Diet Assoc. Jan 2000;100(1):43-51.

5. U.S. Department of Agriculture and U.S. Department of Health and Human Services. Dietary Guidelines for Americans. 2010, 7th Edition, Washington, DC: U.S. Government Printing Office.

6. California Dept. of Education, Physical Fitness Testing Research Files (Dec. 2018)

7. PHAdvocates (2012). Overweight and Obesity among Children by California Cities - 2010

8. PHAdvocates (2016). Prediabetes in California: Nearly Half of California Adults on Path to Diabetes

9. 2013-14 California Health Interview Survey



**PUBLIC HEALTH
ADVOCATES**

**Perris Healthy Options at Checkout Campaign:
Perris 2022 Store Manager's Survey**

Public Health Advocates wants to know what grocery shopping in Perris is like in your store! Please complete this Survey.

1. Please Identify your store name: _____
2. How important is purchasing healthy foods to the general public?
 Very Important Somewhat important Not really important Not at all important
3. What do you think are your shoppers' primary motivations when deciding what to buy at the grocery store?
 Costs/Affordable Prices Healthy Foods /Nutrition Necessities Snacks Variety
4. How often do your store shoppers buy something they see displayed at check -out ?
 Always Usually Sometimes Rarely Never
5. What do you think influences them to make a last-minute purchase at check out?
 Impulse Forgot Something Need for an immediate snack
6. When your shoppers are making a last minute purchase at checkout, they most likely to reach for:
 Healthy Snacks Healthy beverages Unhealthy snacks Unhealthy beverages
7. Healthy Check-Out lines are lines that offer healthy food snacks and beverage items at the register or waiting aisles. If A Healthy Check-Out line were available, which of the following healthy items would your shoppers be most likely to purchase?
 Healthy Snacks Healthy beverages Unhealthy snacks Unhealthy beverages
8. At your store are your shoppers the parent or caregiver of any children?
 Yes No
9. How likely are the children to be with your shoppers when they grocery shop at your store?
 Always Sometimes Rarely Never
10. At your store, when checking out, shoppers' children are most likely to reach for:

- Healthy Snacks Healthy beverages Unhealthy snacks Unhealthy beverages
11. How important to you is it that items at checkouts encourage healthy snacking at your store?
- Very Important Somewhat important Not so important Not at all important
12. How much do most items at your store's checkouts encourage healthy snacking?
- Very much so a little Not really Not at all
13. When available, how affordable are the healthy food options at your store's checkout?
- Very affordable Affordable Reasonable Not affordable
14. How likely do you think your shoppers are to come back to a store with healthy items at checkouts?
- Very Likely Likely Neither likely nor unlikely Unlikely Very Unlikely
15. Please indicate whether your store stocks any type of healthy item at Check-Outs:

16. Which healthy food items do you anticipate being purchased more if your store were to have a Healthy Check-Out?

17. How do you best describe yourself?
- American Indian or Alaska Native Asian or Asian American Black/ African American Latino or Hispanic White/Caucasian Native Hawaiian or other Pacific Islander Other

18. Which of the following best describes you?

Ages 18- 24 Ages 25-34 Ages 35-44 Ages 45-54 Ages 55-64 Ages 64+

19. Please complete Name, Email or Phone number if you would like your store to be involved in a Healthy Check-Out Implementation Program:

Please Submit Your Survey:

Mail to:

*City of Perris
Attn: Public Health Division
101 North D St.,
Perris, CA 92570*

Email:

livewell@cityofperris.org

Online:





CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 4:
Survey Response



**PUBLIC HEALTH
ADVOCATES**

**Perris Healthy Options at Checkout Campaign:
Perris 2022 Store Manager's Survey**

Public Health Advocates wants to know what grocery shopping in Perris is like in your store! Please complete this Survey.

1. Please Identify your store name: K&J Wholesale
2. How important is purchasing healthy foods to the general public?
 Very Important Somewhat important Not really important Not at all important
3. What do you think are your shoppers' primary motivations when deciding what to buy at the grocery store?
 Costs/Affordable Prices Healthy Foods /Nutrition Necessities Snacks Variety
4. How often do your store shoppers buy something they see displayed at check -out ?
 Always Usually Sometimes Rarely Never
5. What do you think influences them to make a last-minute purchase at check out?
 Impulse Forgot Something Need for an immediate snack
6. When your shoppers are making a last minute purchase at checkout, they most likely to reach for:
 Healthy Snacks Healthy beverages Unhealthy snacks Unhealthy beverages
7. Healthy Check-Out lines are lines that offer healthy food snacks and beverage items at the register or waiting aisles. If A Healthy Check-Out line were available, which of the following healthy items would your shoppers be most likely to purchase?
 Healthy Snacks Healthy beverages Unhealthy snacks Unhealthy beverages
8. At your store are your shoppers the parent or caregiver of any children?
 Yes No
9. How likely are the children to be with your shoppers when they grocery shop at your store?
 Always Sometimes Rarely Never
10. At your store, when checking out, shoppers' children are most likely to reach for:

Healthy Snacks Healthy beverages Unhealthy snacks Unhealthy beverages

11. How important to you is it that items at checkouts encourage healthy snacking at your store?

Very Important Somewhat important Not so important Not at all important

12. How much do most items at your store's checkouts encourage healthy snacking?

Very much so a little Not really Not at all

13. When available, how affordable are the healthy food options at your store's checkout?

Very affordable Affordable Reasonable Not affordable

14. How likely do you think your shoppers are to come back to a store with healthy items at checkouts?

Very Likely Likely Neither likely nor unlikely Unlikely Very Unlikely

15. Please indicate whether your store stocks any type of healthy item at Check-Outs:

not really.

16. Which healthy food items do you anticipate being purchased more if your store were to have a Healthy Check-Out?

Healthy chips, beverages, snacks.

17. How do you best describe yourself?

American Indian or Alaska Native Asian or Asian American Black/ African American
 Latino or Hispanic White/Caucasian Native Hawaiian or other Pacific Islander Other

18. Which of the following best describes you?

Ages 18-24 Ages 25-34 Ages 35-44 Ages 45-54 Ages 55-64 Ages 64+

19. Please complete Name, Email or Phone number if you would like your store to be involved in a Healthy Check-Out Implementation Program.

[Redacted]

Please Submit Your Survey:

Mail to:

City of Perris
Attn: Public Health Division
101 North D St.
Perris, CA 92570

Email:

livewell@cityofperris.org

Online:





CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 5:
Letter of Support

July 6, 2022

Honorable Mayor and City Council
City of Perris
101 N D St,
Perris, CA 92570

RE: Support for Perris's Healthy Options at Checkout Ordinance

Honorable Mayor and City Council,

Aldi Perris in joint efforts with Public Health Advocates strongly supports the Perris Healthy Options at Checkout Ordinance. We at Aldi Perris believe that this policy would make healthy food options the default choice for Perris families by adding nutrition standards to checkout aisles that would require retail stores to replace sugar-sweetened beverages and food items with more than 5 grams of added sugars and with more than 250 mg of sodium with healthier options such as water and yogurts, trail mix, etc.

Aldi has served the Perris community since 2021. Aldi's believes in being a faster, easier, and smarter way to save money on high-quality groceries and more.

44% of children in Perris are at an unhealthy weight. Beverages high in sugar are one of the largest sources of calories in children's diets, providing nearly half of children's added sugars intake, and typically don't offer any positive nutritional value. Kids who drink sugary drinks have greater odds of being at an unhealthy weight than those who consume little or no sugary drinks.

Getting a snack in these "grab-and-go" venues used to be a special treat, but these days families are persuaded by the layout of their grocery stores to make these impulse purchases. Despite Perris consumers trying to make healthier purchases, unhealthy foods are prevalent in checkout areas in most retail stores. A national study of 8,600 stores – including supermarkets, convenience stores, drug stores, and dollar stores – found that 88 percent display candy at checkout and one-third (34 percent) sell sugar-sweetened beverages. Only 24 percent of stores sell water at checkout, and only 13 percent sell fresh fruits or vegetables at checkout. Almost all supermarkets (91 percent) display candy and 85 percent sell soda and other sugary drinks at checkout. The aim of placing food and beverages at checkout is to induce unplanned purchases; thus, unhealthy checkout options undermine consumers' efforts to purchase healthier foods.

Retail stores play a key role in protecting Perris children and families. Replacing unhealthy foods with healthier options is one way to help families make healthier choices. Evidence from a wide range of fields (including retirement plans, organ donation, and food/nutrition) shows that people tend to stick with defaults and that setting beneficial defaults has high rates of acceptability. The City of Berkeley adopted the first healthy checkout aisle policy in 2019 and similar policies are being considered in the cities of Stockton, Richmond, and Fresno.

A healthy options at checkout ordinance is a common-sense measure to support parents' efforts to protect their children's health. We ask for the City Council's wholehearted support.

Sincerely,



Marco Morales
Manager
ALDI

In Collaboration with Public Health Advocates and Boys & Girls Club of Inland Valley



Public Health Advocates
Mónica Acevedo Guerrero
844.962.5900, x259

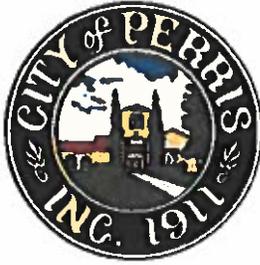


Boys & Girls Club of Inland Valley
Julia Burch
323.407.4816



CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 6:
March 8, 2022 City Council Staff Report
on Introduction of Healthy Options at
Checkout Campaign



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: March 8, 2022

SUBJECT: Introduction of Healthy Options at Check-out Campaign for a Healthy Perris by Public Health Advocates

REQUESTED ACTION: Review, Discuss and Provide Direction on the Healthy Options at Check-out Campaign for a Healthy Perris

CONTACT: Sabrina Chavez, Community Services Director 

BACKGROUND/DISCUSSION:

Public Health Advocates is an agency that brings a public health lens to today's most pressing issues, working with communities to reform systems and establish norms that foster justice, equity and health through the development and implementation of policies and campaigns. Through the efforts of Public Health Advocates and local organizations, in 2017, Perris became the first city in Southern California to approve an ordinance requiring that healthy drinks be the default beverage served with kids' meals at restaurants.

Public Health Advocates will be introducing a presentation on the Healthy Options at Check-out Campaign and the steps that are needed to implement the proposed campaign in Perris. The Healthy Options at Check-out Campaign for Healthier Cities is a campaign throughout California focused on adopting healthy retail policies to address the burden of chronic diseases such as diabetes and obesity. The campaign focuses on making healthy food options the default choice for families by adding nutrition standards to checkout aisles at larger local retail stores. The nutrition standards would include replacing sugar-sweetened beverages and food items with more than 5 grams of added sugars and more than 250 mg of sodium, with healthier options such as water, 100% fruit or vegetable juice, yogurt, or trail mix. The City of Berkeley passed and implemented this ordinance in 2020 and Public Health Advocates is currently working in the cities of Stockton and Fresno, with Perris being the only southern California city.

Staff respectfully requests City Council to provide direction to staff to consider options on proceeding with the campaign. Should staff be directed to proceed, staff will return to present an update on data findings and the proposed draft ordinance.

BUDGET (or FISCAL) IMPACT:

No fiscal impact.

Prepared by: Crystal Lopez, Public Health Supervisor *cl*

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director _____

Attachments: 1) Perris Data Infographic

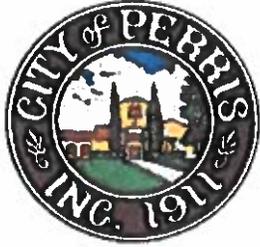
Consent:

Public Hearing:

Business Item: X

Presentation:

Other:



CITY OF PERRIS
COMMUNITY SERVICES

**ATTACHMENT 1:
Perris Data Infographic**

Healthy Options at Checkout

FOR A HEALTHY PERRIS



WHY INCLUDE HEALTHIER FOOD OPTIONS AT CHECKOUT AREAS?

Living close to healthy food retail is associated with **better eating habits** and decreased risk for obesity and diet-related diseases.¹



When residents shop locally for **healthy foods**, they support local businesses and the economic benefit stays closer to home.²

PERRIS RESIDENTS WANT CONVENIENCE AND GROCERY STORES TO OFFER HEALTHIER OPTIONS.



77% of Perris residents support the freedom to reach for healthy snacks when checking out.³

More than **3 in 5** Perris residents know soda and junk food companies place marketing tactics and products at checkout to target kids, specifically.⁴



4 in 5 Perris residents support restricting junk food to a designated aisle.⁵

WHAT ARE PERRIS RESIDENTS SAYING ABOUT THE IMPLEMENTATION OF THE POLICY?



As Perris residents we need to think ahead for the future of our children.
- Perris resident



Too many sweets at the checkout line. I am diabetic and would prefer healthier choices.
- Perris resident



Many times, I have to go out of Perris to buy healthy food.
- Perris resident



Many young children, teenagers, and adults are overweight due to the consumption of junk foods. Hopefully this campaign can help make Perris a healthier and happier place.
- Perris resident



JOIN THE HEALTHY OPTIONS AT CHECKOUT CAMPAIGN TO ADVOCATE FOR HEALTHY FOOD OPTIONS AT CHECKOUT!



SCAN THE QR CODE TO SHOW YOUR SUPPORT!

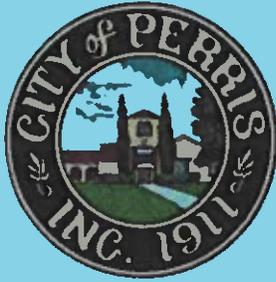


Make sure to add your contact information in the Support Cards to be entered into a raffle to win up to two \$50 gift cards!



For more information please contact **MONICA ACEVEDO GUERRERO** at MG@PHAdvocates.org or at 844.962.5900 ext 259





CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: October 25, 2022

SUBJECT: Annual Legislative Update

REQUESTED ACTION: Receive and file the updates.

CONTACT: Wendell Bugtai, Assistant City Manager

BACKGROUND/DISCUSSION:

Each year, the California State Legislature enacts legislation that directly or indirectly affects local governments. The City of Perris (“city”) recognizes the importance of active legislative engagement to protect the city’s interests.

The 2022 California Legislature went to final recess on August 31, 2022. Governor Newsom had until September 30, 2022, to sign or veto legislation that made it past both houses. Governor Newsom signed a total of 997 bills into law, while vetoing 169 bills.

On November 10, 2020, the city retained professional services from Nielsen Merksamer Parrinello Gross and Leoni, a firm with extensive knowledge and expertise on state legislation affecting local governments.

To keep the City Council apprised of current and future legislation that may impact the city, staff has invited Michelle Rubalcava, Senior Counsel at Nielsen Merksamer to provide an annual legislative update.

Staff recommends the City Council receive and file the updates.

BUDGET (or FISCAL) IMPACT: No fiscal impact.

Prepared by: Antonio Martinez, Legislative Analyst

REVIEWED BY:

City Attorney _____
 Assistant City Manager WB
 Deputy City Manager ER

Attachments: None

Consent:

Public Hearing:

Business Item: X

Presentation:

Other: