

*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 6052**

Tuesday, November 8, 2022

6:30 P.M.

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

CLOSED SESSION: 5:30 P.M.

ROLL CALL:

Nava, Corona, Rabb, Rogers, Vargas

- A. Conference with Real Property Negotiators – Government Code
Section 54956.8
Property: APN (s): 305-230-019, 305-230-035, 305-230-052, 305-
230-053, 305-230-022, 305-230-026, 305-230-030, 305-262-014
305-262-018
City Negotiator: Clara Miramontes, City Manager
Negotiating Parties: Douglas McCafferty on behalf of the
Coudures Estate
Under Negotiation: Price and terms of payment
- B. Conference with Legal Counsel - Potential Litigation - Government
Code Section 54956.9 (d)(4) - 2 cases

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

2. **ROLL CALL:**

Nava, Corona, Rabb, Rogers, Vargas

3. **INVOCATION:**

Minister Kerry Barnett
U-Turn 4 Christ
20170 Patterson Ave. Perris, CA 92570

4. **PLEDGE OF ALLEGIANCE:**

Councilmember Nava will lead the Pledge of Allegiance.

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

6. **PRESENTATIONS/ANNOUNCEMENTS:**

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

A. City of Perris Employee of the Quarter Recognition for Third Quarter of 2022.

B. Presentation to Retired Master Sergeant Alex Saucedo, Perris High School JROTC Instructor.

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 25, 2022 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

10. CONSENT CALENDAR:

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

- A. Consideration to adopt the Second Reading of Proposed Ordinance Number (next in order) to adopt 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 Code with appendices and amendments thereto.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AMENDING 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

- B. Consideration to approve Final Tract Map 37722 (FTM 22-05035) and the Subdivision Improvement Agreements and Securities for Final Tract Map 37722 for the subdivision of approximately 30.60 acres into 116 single-family residential lots, located at the northwest corner of Green Valley Parkway and Murrieta Road. (Applicant: Larry Liebel, Richmond American Homes)
- C. Consideration to approve the Second Amendment to Appendix #8 (which provides for the maintenance of City streetlights) of the Amended and Restated Western Riverside Council of Governments (WRCOG) Professional Service Agreement between the City of Perris, WRCOG, and Yunex LLC in order to extend the term of Appendix #8 by one year.
- D. Consideration to approve a Contract Services Agreement with Advanced Mobility Group for the D Street, from San Jacinto to I-215, On/Off Ramps Study (CIP# S117).
- E. Consideration to Award a Contract to Act 1 Construction, Inc. for the construction of the Perris Downtown Skills Training and Job Placement Center.

- F. Consideration to adopt Proposed Resolution Number (next in order) declaring certain City-owned real properties to be surplus land and authorizing offers of the properties for purchase pursuant to the Surplus Land Act. (APN(s): 320-050-016, 320-090-001)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING CERTAIN CITY-OWNED REAL PROPERTIES TO BE SURPLUS AND AUTHORIZING OFFERS OF SAID PROPERTIES FOR PURCHASE

- G. 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 NOVEMBER 8, 2022 AND ENDING DECEMBER 8, 2022 PURSUANT TO BROWN ACT PROVISIONS

11. PUBLIC HEARINGS: NO PUBLIC HEARINGS

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

12. BUSINESS ITEMS: (not requiring a "Public Hearing"): NO BUSINESS ITEMS

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

13. COUNCIL COMMUNICATIONS:

*(Committee Reports, Agenda Items, Meeting Requests and Review etc.)
This is an opportunity for the Mayor and City Councilmembers to report on their activities and the actions of the Committees upon which they sit, to bring a matter to the attention of the full Council*

and staff, and to request agenda items. Any matter that was considered during the public hearing portion is not appropriate for discussion in this section of the agenda. NO ACTION CAN BE TAKEN AT THIS TIME.

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Hall at (951) 943-6100. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

COVID-19 REMOTE PUBLIC COMMENT/CITIZEN PARTICIPATION

With the intent of adhering to the new community guidelines from the Center for Disease Control, the City of Perris will allow for remote public comment and participation at upcoming City Council meetings via Zoom. Public Comment is limited to three (3) minutes.

ZOOM MEETING INFORMATION

When: November 8, 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_rmOzapQ2QNOLZG9NVaZ9ZA

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

During the council meeting, if you wish to speak, via Zoom, for public comment on any item, please select the raise hand icon next to your name. The moderator will grant you access to speak. Public Comment is limited to (3) three minutes.

THE CITY COUNCIL MEETING IS ALSO AVAILABLE FOR VIEWING AT THE FOLLOWING:

City's Website:

<https://www.cityofperris.org/government/city-council/council-meetings>

YouTube:

<https://www.youtube.com/channel/UC24S1shebXkJFv3BnxdkPpg>

Facebook:

<https://www.facebook.com/PerrisToday/>

For cable subscribers only within Perris:

Spectrum: Channel 3

Frontier: Channel 16



9.A.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 8, 2022

SUBJECT: Approval of Minutes *NS*

REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on October 25, 2022

CONTACT: Nancy Salazar, City Clerk

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

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

Attachments: 1. Minutes-October 25, 2022-Regular Joint City Council Meeting

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

ATTACHMENT 1

Minutes-October 25, 2022 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: October 25, 2022

06:30 PM

Place of Meeting: City Council Chambers

THIS MEETING WAS ALSO CONDUCTED AS A REMOTE MEETING IN ACCORDANCE WITH AB 361 AND RESOLUTION NUMBER 6046

CLOSED SESSION

ROLL CALL

Present: Rogers, Nava, Corona, Rabb, Vargas

Staff Member's Present for all items: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Khuu, Director of Administrative Services Amozgar

Item A (Case 1): Attorney Eric Dunn and Deputy City Attorney Tanner

Item A (Case 2): Attorney Eric Dunn

Items B, C, D and E: Economic Development and Housing Manager Ogawa

Item D: Special Project Consultant Motlagh

- 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.

Mayor Vargas called the Regular City Council meeting to order at 6:30 p.m.

2. ROLL CALL:

Present: Rogers, Nava, Corona, Rabb, Vargas

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

3. INVOCATION:

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

4. PLEDGE OF ALLEGIANCE:

Councilmember Rogers 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 items listed on the agenda. He noted that an update was given, but no reportable action was taken.

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.

Mayor Vargas announced that Item 12.B. would be taken out of order to accommodate the travel schedule of the presenter.

12.B. Annual Legislative Update.

This item was introduced by Assistant City Manager Wendell Bugtai and turned over to Michelle Rubalcava, Senior Counsel with Nielsen Merksamer, for the presentation.

**The following Councilmember spoke:
Corona**

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

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

The report was given by Youth Advisory Committee President Alexa Flores.

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

Lina Barrera

9. APPROVAL OF MINUTES:

A. Approved 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.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

City Attorney Khuu noted that staff had requested that Item 10.E. be pulled for clarification.

Mayor Pro Tem Corona requested that Item 10.F. be pulled for separate consideration.

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

A. Approved the purchase of two (2) vehicles for field operations and community events from Toyota of Riverside.

B. Approved an extension to the annual contract with RK Engineering Group, Inc. for traffic engineering services.

C. Approved 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. Approved 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. **This item was considered separately-Adopted Resolution Number 6051 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.**

Resolution Number 6051 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

Assistant City Manager Bugtai noted that a minor correction was made to the staff report and resolution for this item adding Capitol Core Group, Inc. an affiliate and federal lobbyist of Richland Communities and that the information had been posted on the website.

**The following Councilmember spoke:
Vargas**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Approve Resolution Number 6051, adding Capitol Core Group as noted by City Attorney Khuu.

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

NOES:

ABSENT:

ABSTAIN:

- F. **This item was pulled by Mayor Pro Tem Corona for separate consideration-Adopted Resolution Number 6052 to continue Tele/Video-Conference Meetings during COVID-19 State of Emergency pursuant to the Provisions of AB 361.**

Resolution Number 6052 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

The following Councilmember spoke:

Corona

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve Resolution Number 6052, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- G. Approved the restoration of the November 8, 2022 Regular City Council Meeting, by Rescinding the Prior Cancellation thereof.
- H. Adopted Resolution Number 6053 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)

Resolution Number 6053 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. Adopted Resolution Number 6054 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)

Resolution Number 6054 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. Adopted Resolution Number 6055 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.)

Resolution Number 6055 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. Adopted Resolution Number 6056 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.)

Resolution Number 6056 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. Adopted Resolution Number 6057 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)

Resolution Number 6057 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. Adopted Resolution Number 6058 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)

Resolution Number 6058 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. Adopted Resolution Number 6059 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.

Resolution Number 6059 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. Approved the City’s Monthly Check Register for August 2022.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Rita Rogers to Approve the Consent Calendar, with the exception of Items 10.E. and 10.F., as presented.

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

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

- A. Approved 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)

This item was introduced by Director of Development Services Kenneth Phung and turned over to Associate Planner Alfredo Garcia for the presentation.

The following Councilmember's spoke:

**Rabb
Vargas**

The Mayor opened the Public Hearing at 7:21 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:21 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Nava to Approve Item 11.A., as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Introduced the First Reading Ordinance Number 1420 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 adopted Resolution Number 6060 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 Ordinance Number 1420 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

Resolution Number 6060 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

This item was introduced by Director of Development Services Kenneth Phung and turned over to Interim Building Official David Martinez for the presentation.

**The following Councilmember spoke:
Rogers**

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

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the First Reading of Ordinance Number 1420 and Resolution Number 6060, as presented.

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

NOES:

ABSENT:

ABSTAIN:

12. BUSINESS ITEMS:

Councilmember Rogers left the City Council Chambers at 7:27 p.m. and returned at 7:30 p.m.

- 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.

—
This item was introduced by Director of Community Services Sabrina Chavez and turned over to Recreation and Public Services Manager Crystal Lopez for the presentation.

**The following Councilmember's spoke:
Rabb**

Corona

Nava

Vargas

**The Mayor called for Public Comment. The following person spoke:
Julia Burch**

Direction was given to bring back an Ordinance for City Council consideration.

B. Annual Legislative Update

This item was taken earlier in the agenda.

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 7:58 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 8, 2022

SUBJECT: Ordinance Amendment (OA) 22-05032 – An Ordinance Amendment amending Chapters of Title 16 of the Perris City Code to adopt the 2022 Editions of the California Model Codes into Title 24 of the 2022 California Building Codes with appendices and amendments thereto.

REQUESTED ACTION: Approve the Second Reading of Ordinance No 1420 to adopt 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 into Title 24 of the 2022 California Building Codes with appendices and amendments thereto.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On October 25, 2022, the City Council conducted a public hearing and voted unanimous to introduce the first reading of Ordinance No. 1420 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 into Title 24 of the 2022 California Building Codes with appendices and amendments thereto; and approving Resolution No. 6060 amending the City's Fee Resolution by adopting the 2022 Building Valuation Rates published by the International Code Council.

The intent of the amendment is for the City of Perris to meet the State Mandated requirements for the adoption of the new 2022 California Codes and to update the City's fee Resolution so that they are reflective of the estimated costs of construction and staffing incurred by the City for the provision of services.

RECOMMENDATION:

Staff is now recommending that the City Council adopt the second reading of Ordinance No. 1420 to approve Ordinance Amendment 22-05032 to adopt the 2022 California Building Codes with appendices and amendments thereto for the City of Perris. Upon adoption of Ordinance No 1420, the Ordinance Amendment will become effective on January 1, 2023.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item is covered under the 2022-2023 budget.

Prepared by: David J. Martinez, Building Official/Fire Marshal
REVIEWED BY: Kenneth Phung, Director of Development Services

City Attorney _____
Assistant City Manager WMB
Deputy City Manager ER

- Attachments:**
1. Code Adoption Ordinance No. 1420
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. City Council submittal dated October 25, 2022

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

ATTACHMENT 1

Code Adoption Ordinance No. 1420

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 1420

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:

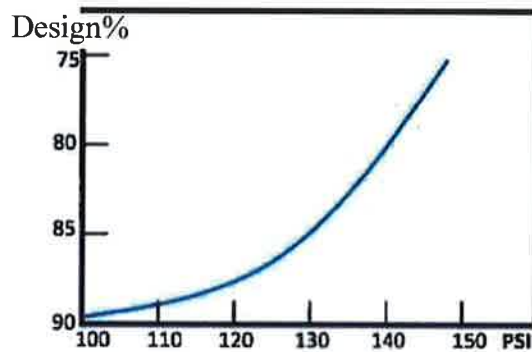
1. Automatic sprinkler systems protecting one- and two-family dwellings. Exterior alarm specified by Section 903.4.2 shall apply.
2. Limited area systems serving in accordance with section 903.3.8
3. Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used 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 (92.90031lll) 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.

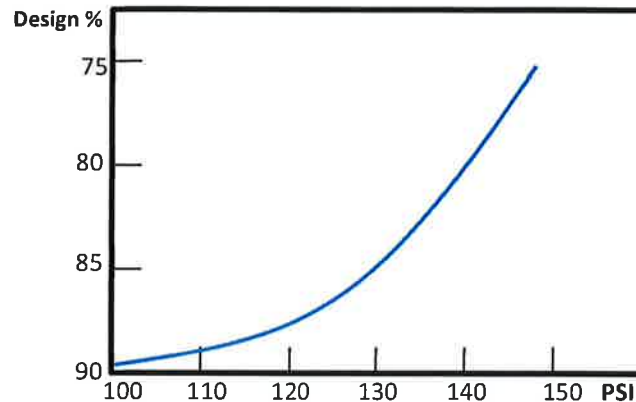
SECTION 903.2.10.1, Commercial Parking Garages, is hereby deleted without replacement.

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 8th 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 1420 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 8th day of November, 2022 and that it was so adopted by the following called vote:

AYES:

NOES:

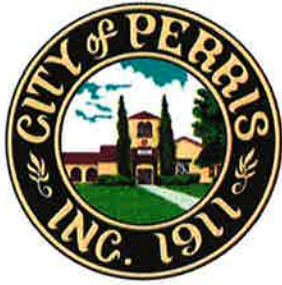
ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

ATTACHMENT 2

City Council submittal dated October 25, 2022



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 _____
Deputy City Manager _____

~~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:



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

10.B.

MEETING DATE: November 8, 2022

SUBJECT: Final Tract Map 37722 (FTM 22-05035) – Final approval of tentative tract map No. 37722 for the subdivision of approximately 30.60 acres into 116 single-family residential lots, located at the northwest corner of Green Valley Parkway and Murrieta Road, in the R-6,000 Zone of the Green Valley Specific Plan. Applicant: Larry Liebel of Richmond American Homes.

REQUESTED ACTION: Approve the Subdivision Improvement Agreements and Securities for Final Tract Map No. 37722 as approved by the City Attorney, and authorize the City Manager to execute agreements, and

Approve Final Tract Map No. 37722 and authorize the Mayor to sign the subdivision map.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On February 9, 2021, the City Council approved Tentative Tract Map 19-05233 (TTM-37722) to subdivide approximately 30.60 acres into 116 single-family residential lots subject to the completion of conditions of approval. On June 14, 2022, a grading permit was issued for mass grading, which allowed the applicant to complete importing the dirt to the project site. The project site is located within the Green Valley Specific Plan, a master-planned community, adopted in 1990, consisting of 48 planning areas envisioned to be developed with residential, commercial and industrial uses in four phases.

Richmond American Homes has entered into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements which the City Attorney has approved. All costs for improvements will be the responsibility of the developer.

Furthermore, the Final Map complies in all respects with the provisions of the Subdivision Map Act and applicable municipal ordinances. All Planning and Engineering conditions of approval have been satisfied, and departmental clearances have been obtained to record the tract map. The tract is substantially consistent with the Tentative Tract Map approved by the City Council on February 9, 2021. Thus, the City Engineer recommends approval of the Final Tract Map.

BUDGET (or FISCAL) IMPACT: The cost for processing of this application is borne by the applicant.

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

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

- Attachments:
1. Vicinity Map
 2. Subdivision Improvement Agreements for Final Tract Map No. 37722
 3. Final Tract Map 37722
 4. Conditions of Approval (Planning, Engineering and Building) -
For Information Purpose)

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

ATTACHMENT 1

Vicinity Map



HWY 74

I-215

CASE ROAD

WATSON ROAD

EVANS ROAD

MURRIETA ROAD

ETHANAC ROAD

TTM 37722

GREEN VALLEY PARKWAY



ATTACHMENT 2

Subdivision Improvement Agreements for

Final Tract Map No. 37722

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

CITY OF PERRIS

ATTN: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 6103

CITY OF PERRIS, CALIFORNIA

By: _____

City Clerk

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

PARCEL/TRACT NO. 37722

between

THE CITY OF PERRIS

a California municipal corporation

and

RICHMOND AMERICAN HOMES OF MARYLAND, INC.

a Maryland corporation

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

PARCEL/TRACT MAP NO. 37722

I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, _____ by and between the City of Perris, a California municipal corporation ("City") and Richmond American Homes of Maryland, Inc. an [] individual, [] partnership or [X] corporation with its principal office located at 4350 S.

Monaco St, Denver, CO 80237 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. On _____, _____, Developer submitted to City an application for approval of a tentative parcel/tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"). The tentative tract map was prepared on behalf of Developer by Albert Webb & Associate, and is identified in City records as Parcel/Tract Map No. 37722 ("Parcel/Tract No. 37722").

B. Developer's application for a tentative parcel/tract map for Parcel/Tract No. 37722 was deemed complete on _____, _____. On _____, _____, the Perris City Council conditionally approved Developer's application for a tentative parcel/tract map for Parcel/Tract No. 37722.

C. Developer has not completed all of the work or made all of the public improvements required by City of Perris Municipal Code, the Subdivision Map Act (Government Code sections 66410 *et seq.*) ("Map Act"), the conditions of approval for Parcel/Tract No. 37722, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

D. Pursuant to City of Perris Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Parcel/Tract No. 37722.

E. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for Parcel/Tract No. 37722.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of Riverside; (c) the City Council of the City ("City Council") approves the final map for Parcel/Tract No. 37722 and (d) Developer records the final map for Parcel/Tract No. 37722 in the Recorder's Office of the County of Riverside. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for Parcel/Tract No. 37722.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Parcel/Tract No. 37722, including, but not limited to, all roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Parcel/Tract Map No. 37722 ("Public

Improvements”). The Public Improvements are more specifically described in Exhibit ”B,” which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer’s obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement 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. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of Public Improvements. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public 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. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. 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 Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within twelve (12) months following approval of the final map for Tract No.37722.

4.1 Extensions. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any

action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Parcel/Tract No. 37722 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within Parcel/Tract No. 37722 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Parcel/Tract No. 37722.

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

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a

violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) 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 Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 *et seq.* of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

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

11.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are

complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. If Parcel/Tract No. 37722 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public 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 Public 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 Public 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.

13.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer 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 City Engineer's approximation of the actual cost to construct the Public Improvements ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 8.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, Developer shall provide City a faithful performance bond in the amount of Four Million One Hundred Thousand Dollars (\$4,100,000),

which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the securities provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Parcel/Tract No. 37722, and the total remaining securities is not less than twenty-five percent (25%) of the Estimated Costs. All securities provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Parcel/Tract No. 37722.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City labor and materials bonds in the amount of Four Million One Hundred Thousand Dollars (\$4,100,000), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The securities provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such securities shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its 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. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.4 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 Engineer and the City Attorney, 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.

14.0 Monument Security. Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Parcel/Tract No. 37722 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit a bond with City in the amount of Eighty Eight Thousand Five Hundred Dollars (\$88,500), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said bond may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full

from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Parcel/Tract No. 37722.

15.0 Not Applicable

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, 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 body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. 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, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of Agency as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17.0 Insurance.

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

17.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers' Compensation. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor

Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence.

17.2 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.

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

17.4 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, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 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.

17.6 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 30 days prior written notice to City.

17.7 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:VIII.

18.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby

agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to Parcel/Tract No. 37722, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors 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.

20.0 General Provisions.

20.1 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.

20.2 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.

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors 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.

20.4 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:

CITY:
City of Perris
101 N. "D" Street
Perris, CA 92570
Attn: City Engineer

DEVELOPER:
Richmond American Homes
391 N. Main Street, Suite 205
Corona, CA 92880
Attn: Larry Liebel

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.

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

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20.8 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.

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

20.10 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.

20.11 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.

20.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement

or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.


20.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

CITY OF PERRIS

RICHMOND AMERICAN HOMES OF MARYLAND, INC.

By: _____
(signature)

(print name)
City Manager
City of Perris

By: 

(signature)
ENGAL GOMEZ

(print name)
VP PROJECT MANAGEMENT

(title)

ATTEST:

By: _____
(signature)

(print name)
City Clerk
City of Perris

By: _____
(signature)

(print name)

(title)

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

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 October 13, 2022 before me, Jodie Atha, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Edgar Gomez
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 Jodie Atha
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: _____

Document Date: _____ 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 _____ }

On _____ before me, _____
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above Signature _____
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: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____
Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
[] Corporate Officer -- Title(s): _____ [] Corporate Officer -- Title(s): _____
[] Partner -- [] Limited [] General [] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact [] Individual [] Attorney in Fact
[] Trustee [] Guardian of Conservator [] Trustee [] Guardian of Conservator
[] Other: _____ [] Other: _____
Signer is Representing: _____ Signer is Representing: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL/TRACT NO. 37722

Real property in the City of Perris, County of Riverside, State of California, described as follows:

LOTS 26 OF TRACT NO. 24648, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 226, PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 28, 1990 AS INSTRUMENT NO. 467487 OF OFFICIAL RECORDS.

EXCEPTING 1/2 INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 330-150-017

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

PARCEL/TRACT NO. 37722

STREET IMPROVEMENTS:	\$2,196,000
STORM DRAIN IMPROVEMENTS	\$1,020,000
WATER IMPROVEMENTS	\$497,000
SEWER IMPROVEMENTS	\$387,000
Improvement Bond Total:	\$4,100,000
MONUMENT SECURITY	\$88,500
All Bonds Total	\$4,188,500

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 37722

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$4,100,000

Surety: XL Specialty Insurance Company

Attorney-in-fact: Kathleen K. Freund

Address: 1225 17th Street, Suite 1300, Denver, CO. 80202

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$4,100,000

Surety: XL Specialty Insurance Company

Attorney-in-fact: Kathleen K. Freund

Address: 1225 17th Street, Suite 1300, Denver, CO. 80202

MONUMENT SECURITY: \$88,500

BOND NO. US00120810SU22A
INITIAL PREMIUM: \$7,686.00
SUBJECT TO RENEWAL

CITY OF PERRIS
PARCEL/TRACT MAP NO. 37722
STREET IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Perris, California ("City") and Richmond American Homes of Maryland, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 37722 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Public Improvements dated _____, _____ ("Improvement Agreement");

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

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and XL Specialty Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Two Million One Hundred Ninety Six Thousand dollars (\$2,196,000), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement 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 Principal, his or its 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 Improvement 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 Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Denver, Colorado, this 11th day of October, 2022.


Richmond American Homes of Maryland, Inc.

XL Specialty Insurance Company

Principal


Surety

By:


Vice President
Edgar Gomez

(print name)

By:


Attorney-in-Fact
Kathleen K. Freund

(print name)

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of Riverside

On October 13, 2022 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Edgar Gomez
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 Jodie Atha (Seal)



BOND NO. US00120810SU22A
INITIAL PREMIUM: \$7,686.00
SUBJECT TO RENEWAL

CITY OF PERRIS
PARCEL/TRACT MAP NO. 37722
STREET IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Perris, California ("City") and Richmond American Homes of Maryland, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 37722 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ ("Improvement Agreement");

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

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 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, Principal and XL Specialty Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto 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 Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all

persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Two Million One Hundred Ninety Six Thousand dollars (\$2,196,000), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement 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 the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 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.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Denver, Colorado, this 11th day of October, 2022.

Richmond American Homes of Maryland, Inc.

XL Specialty Insurance Company

Principal

Surety

By:



Vice President

Edgar Gomez

(print name)

By:



Attorney-in-Fact

Kathleen K. Freund

(print name)

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

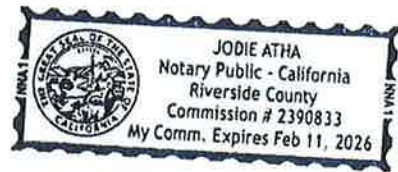
On October 13, 2022 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Edgar Gomez
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 Jodie Atha (Seal)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of Colorado

County of Denver

On October 11, 2022 before me, Nathan Mulhauser, Notary Public
(Here insert name and title of the officer)

personally appeared Kathleen K. Freund

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.

Nathan Mulhauser
 Signature of Notary Public

(Notary Seal)



My Commission Expires: September 22, 2026

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

 (Title or description of attached document)

 (Title or description of attached document continued)

Number of Pages _____ Document Date _____

 (Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

 (Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1615530

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seavlew Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

Kathleen K. Freund

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this August 31st, 2021.

XL SPECIALTY INSURANCE COMPANY



by:

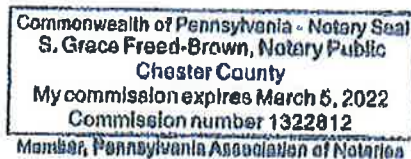
Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 31st day of August, 2021, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

BOND NO. US00120812SU22A
INITIAL PREMIUM: \$1,740.00
SUBJECT TO RENEWAL

CITY OF PERRIS
PARCEL/TRACT MAP NO. 37722
WATER IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Perris, California ("City") and Richmond American Homes of Maryland, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 37722 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Public Improvements dated _____, _____ ("Improvement Agreement");

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

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and XL Specialty Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Four Hundred Ninety Seven Thousand dollars (\$497,000), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement 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 Principal, his or its 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 Improvement 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 Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.

This bond is executed and filed to comply with Section 66499 *et seq.* of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Denver, Colorado, this 11th day of October, 2022.

Richmond American Homes of Maryland, Inc.

XL Specialty Insurance Company

Principal

Surety

By:



By:



Vice President

Edgar Gomez

(print name)

Attorney-in-Fact

Kathleen K. Freund

(print name)

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On October 13, 2022 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Edgar Gomez
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 Jodie Atha (Seal)



BOND NO. US00120812SU22A
INITIAL PREMIUM: \$1,740.00
SUBJECT TO RENEWAL

CITY OF PERRIS
PARCEL/TRACT MAP NO. 37722
WATER IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Perris, California ("City") and Richmond American Homes of Maryland, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 37722 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ ("Improvement Agreement");

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

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 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, Principal and XL Specialty Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto 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 Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all

persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Four Hundred Ninety Seven Thousand dollars (\$497,000), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement 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 the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 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.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Denver, Colorado, this 11th day of October, 2022.

Richmond American Homes of Maryland, Inc.

XL Specialty Insurance Company

Principal

Surety

By:



Vice President

Edgar Gomez

(print name)

By:



Attorney-in-Fact

Kathleen K. Freund

(print name)

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

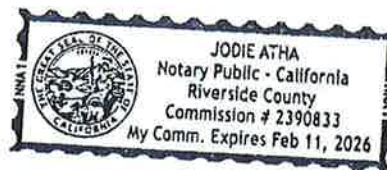
On October 13, 2022 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Edgar Gomez
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 Jodie Atha (Seal)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of Colorado

County of Denver

On October 11, 2022 before me, Nathan Mulhauser, Notary Public
(Here insert name and title of the officer)

personally appeared Kathleen K. Freund

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.

Nathan Mulhauser
Signature of Notary Public

(Notary Seal)



My Commission Expires: September 22, 2026

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT
_____ <small>(Title or description of attached document)</small>
_____ <small>(Title or description of attached document continued)</small>
Number of Pages _____ Document Date _____
_____ <small>(Additional information)</small>

CAPACITY CLAIMED BY THE SIGNER <input type="checkbox"/> Individual (s) <input type="checkbox"/> Corporate Officer _____ <small>(Title)</small> <input type="checkbox"/> Partner(s) <input checked="" type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____
--



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1620143

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Kathleen K. Freund

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this September 16th, 2022.



XL SPECIALTY INSURANCE COMPANY

by:

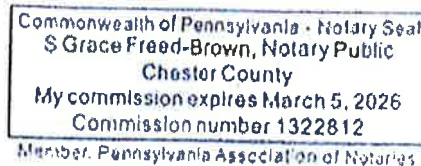
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 16th day of September, 2022, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

BOND NO. US00120811SU22A
INITIAL PREMIUM: \$1,355.00
SUBJECT TO RENEWAL

CITY OF PERRIS
PARCEL/TRACT MAP NO. 37722
SEWER IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Perris, California ("City") and Richmond American Homes of Maryland, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 37722 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ ("Improvement Agreement");

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

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and XL Specialty Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Three Hundred Eighty Seven Thousand dollars (\$387,000), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement 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 Principal, his or its 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 Improvement 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 Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.

This bond is executed and filed to comply with Section 66499 *et seq.* of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Denver, Colorado, this 11th day of October, 2022.

Richmond American Homes of Maryland, Inc.

XL Specialty Insurance Company

Principal

Surety

By:



Vice President

Edgar Gomez

(print name)

By:



Attorney-in-Fact

Kathleen K. Freund

(print name)

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On October 13, 2022 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Edgar Gomez
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 Jodie Atha (Seal)



BOND NO. US00120811SU22A
INITIAL PREMIUM: \$1,355.00
SUBJECT TO RENEWAL

CITY OF PERRIS
PARCEL/TRACT MAP NO. 37722
SEWER IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Perris, California ("City") and Richmond American Homes of Maryland, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 37722 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ ("Improvement Agreement");

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

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 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, Principal and XL Specialty Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto 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 Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all

persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Three Hundred Eighty Seven Thousand dollars (\$387,000), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement 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 the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 *et seq.* of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 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.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.


IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Denver, Colorado, this 11th day of October, 2022.


Richmond American Homes of Maryland, Inc.

XL Specialty Insurance Company

Principal

Surety

By: 
Vice President
Edgar Gomez
(print name)

By: 
Attorney-in-Fact
Kathleen K. Freund
(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On October 13, 2022 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Edgar Gomez
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 Jodie Atha (Seal)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of Colorado

County of Denver

On October 11, 2022 before me, Nathan Mulhauser, Notary Public
(Here insert name and title of the officer)

personally appeared Kathleen K. Freund

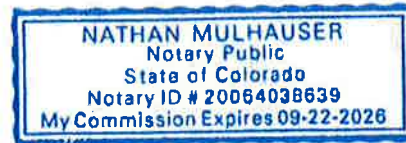
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Nathan Mulhauser
 Signature of Notary Public

(Notary Seal)



My Commission Expires: September 22, 2026

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY

XL 1620142

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Kathleen K. Freund

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this September 16th, 2022.

XL SPECIALTY INSURANCE COMPANY



by:

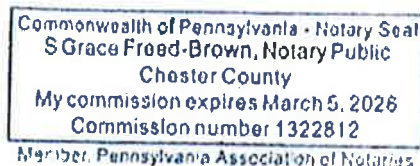
Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 16th day of September, 2022, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

BOND NO. US00120813SU22A
INITIAL PREMIUM: \$3,570.00
SUBJECT TO RENEWAL

CITY OF PERRIS
PARCEL/TRACT MAP NO. 37722
STORM DRAIN IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Perris, California ("City") and Richmond American Homes of Maryland, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 37722 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Public Improvements dated _____, _____ ("Improvement Agreement");

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

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and XL Specialty Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of One Million Twenty Thousand dollars (\$1,020,000), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement 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 Principal, his or its 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 Improvement 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 Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Denver, Colorado, this 11th day of October, 2022.

Richmond American Homes of Maryland, Inc.

XL Specialty Insurance Company

Principal

Surety

By:



Vice President

Edgar Gomez

(print name)

By:



Attorney-in-Fact

Kathleen K. Freund

(print name)

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On October 13, 2022 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Edgar Gomez
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 Jodie Atha (Seal)



BOND NO. US00120813SU22A
INITIAL PREMIUM: \$3,570.00
SUBJECT TO RENEWAL

CITY OF PERRIS
PARCEL/TRACT MAP NO. 37722
STORM DRAIN IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Perris, California ("City") and Richmond American Homes of Maryland, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 37722 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ ("Improvement Agreement");

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

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 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, Principal and XL Specialty Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto 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 Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all

persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of One Million Twenty Thousand dollars (\$1,020,000), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement 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 the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed-as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 *et seq.* of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 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.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Denver, Colorado, this 11th day of October, 2022.

Richmond American Homes of Maryland, Inc.

XL Specialty Insurance Company

Principal

Surety

By:



By:



Vice President

Attorney-in-Fact

Edgar Gomez

Kathleen K. Freund

(print name)

(print name)

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On October 13, 2022 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Edgar Gomez
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 Jodie Atha (Seal)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of Colorado

County of Denver

On October 11, 2022 before me, Nathan Mulhauser, Notary Public
(Here insert name and title of the officer)

personally appeared Kathleen K. Freund

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.

Nathan Mulhauser
 Signature of Notary Public

(Notary Seal)



My Commission Expires: September 22, 2026

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1620144

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Kathleen K. Freund

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this September 16th, 2022.



XL SPECIALTY INSURANCE COMPANY

by:

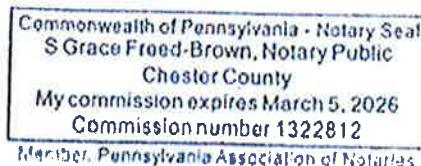
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 16th day of September, 2022, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

BOND NO. US00120814SU22A
INITIAL PREMIUM: \$310.00
SUBJECT TO RENEWAL

CITY OF PERRIS
PARCEL/TRACT MAP NO. 37722

MONUMENTATION
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Perris, California ("City") and Richmond American Homes of Maryland, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 37722 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ ("Improvement Agreement");

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

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and XL Specialty Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Eighty Eight Thousand Five Hundred dollars (\$88,500), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement 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 Principal, his or its 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 Improvement 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 Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Denver, Colorado, this 11th day of October, 2022.

Richmond American Homes of Maryland, Inc.

XL Specialty Insurance Company

Principal

Surety

By:



By:



Vice President

Attorney-in-Fact

Edgar Gomez

Kathleen K. Freund

(print name)

(print name)

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

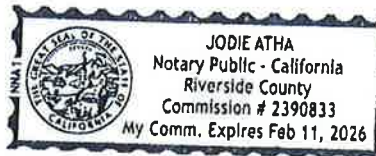
On October 13, 2022 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Edgar Gomez
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 Jodie Atha (Seal)



BOND NO. US00120814SU22A
INITIAL PREMIUM: \$310.00
SUBJECT TO RENEWAL

CITY OF PERRIS
PARCEL/TRACT MAP NO. 37722
MONUMENTATION
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Perris, California ("City") and Richmond American Homes of Maryland, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 37722 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ ("Improvement Agreement");

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

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 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, Principal and XL Specialty Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto 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 Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all

persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Eighty Eight Thousand Five Hundred dollars (\$88,500), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement 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 the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 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.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Denver, Colorado, this 11th day of October, 2022.

Richmond American Homes of Maryland, Inc.

XL Specialty Insurance Company

Principal

Surety

By:



Vice President

Edgar Gomez

(print name)

By:



Attorney-in-Fact

Kathleen K. Freund

(print name)

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On October 13, 2022 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Edgar Gomez
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 Jodie Atha (Seal)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of Colorado

County of Denver

On October 11, 2022 before me, Nathan Mulhauser, Notary Public
(Here insert name and title of the officer)

personally appeared Kathleen K. Freund

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.

Nathan Mulhauser
Signature of Notary Public

(Notary Seal)



My Commission Expires: September 22, 2026

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1620145

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:
Kathleen K. Freund

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this September 16th, 2022.



XL SPECIALTY INSURANCE COMPANY

by:

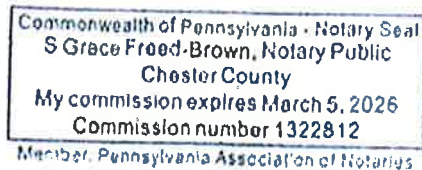
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 16th day of September, 2022, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

ATTACHMENT 3
Final Tract Map No.37722

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 37722
BEING A SUBDIVISION OF LOT 26 AND PORTIONS OF LOTS D' AND F' OF TRACT NO. 24648
AS PER MAP RECORDED IN BOOK 226, PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

HUNSAKER AND ASSOCIATES IRVINE, INC.
ROBERT L. WHEELER IV, L.S. 8639 DATE OF SURVEY: DECEMBER, 2021

RECORDERS STATEMENT:
FILED THIS _____ DAY OF _____
2022, AT _____ M.
IN BOOK _____ OF _____ MAPS,
AT PAGES _____
AT THE REQUEST OF THE CITY CLERK
OF THE CITY OF PERRIS
FEE: \$ _____

NO. _____
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER
BY: _____ DEPUTY
SUBDIVISION GUARANTEED BY:
FIRST AMERICAN TITLE COMPANY

OWNERS' STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE OF THE REAL PROPERTY DESCRIBED IN THE INSTRUMENT OF RECORDING OF THIS MAP, AND WE AGREE TO WAIVE ALL RIGHTS OF EASEMENT OF TRAVEL, ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS FROM THE RECORDATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

WE ALSO HEREBY OBTAIN LOT "A" THROUGH "G" INCLUSIVE AS SHOWN HEREON, INDICATED AS "OPEN SPACE" FOR PRIVATE USE FOR OPEN SPACE PURPOSES, AND ALL LOT OWNERS WITHIN THIS TRACT MAP, OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND ALL LOT OWNERS WITHIN THIS TRACT MAP, THE REAL PROPERTY DESCRIBED BELOW IS DESIGNATED AS AN EASEMENT FOR PUBLIC PURPOSES: LANDSCAPE EASEMENTS LYING WITHIN LOT "E" AND LOT "G", THE DESIGNATION IS FOR LANDSCAPE AND MAINTENANCE PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "R" (GREEN VALLEY PARKWAY) AND LOT "H" (MURRIETA ROAD) THE OWNERS OF LOTS 32 THROUGH 47, INCLUSIVE AND LOTS B, D, E, F AND G, ABUTTING SAID LOT "R" AND LOT "H", HAVE AGREED TO WAIVE ALL RIGHTS OF EASEMENT OF TRAVEL, ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS FROM THE RECORDATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

WE HEREBY OBTAIN LOT "H" AS SHOWN HEREON, INDICATED AS "INVESTMENT BASIN" FOR THE PRIVATE USE FOR BORENTENTION BASIN PURPOSES FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND ALL LOT OWNERS WITHIN THIS TRACT MAP.

WE ALSO HEREBY OBTAIN LOTS "G1" THROUGH "G4" INCLUSIVE AS SHOWN HEREON, INDICATED AS "OPEN SPACE" FOR PRIVATE USE FOR OPEN SPACE PURPOSES, AND ALL LOT OWNERS WITHIN THIS TRACT MAP, OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND ALL LOT OWNERS WITHIN THIS TRACT MAP, THE REAL PROPERTY DESCRIBED BELOW IS DESIGNATED AS AN EASEMENT FOR PUBLIC PURPOSES: LANDSCAPE EASEMENTS LYING WITHIN LOT "E" AND LOT "G", THE DESIGNATION IS FOR LANDSCAPE AND MAINTENANCE PURPOSES.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF CALIFORNIA AND THE ORDINANCES OF THE CITY AND COUNTY OF PERRIS. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS DESCRIBED IN THE INSTRUMENT OF RECORDING OF THIS MAP, AND THAT ALL MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



ROBERT L. WHEELER IV, L.S. 8639
10/6/2022
DATE

TAX COLLECTORS CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THE STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

TAX BOND CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____ AND SAID BOND HAS BEEN DULY APPROVED BY THE SAID BOARD OF SUPERVISORS.
DATED _____ 2022
CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)
ON _____ BEFORE ME, _____ A NOTARY PUBLIC,
PERSONALLY APPEARED _____
WHO PROVIDED 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 INSTRUMENT WAS EXECUTED, RECEIVED 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:

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY: _____
MY COMMISSION EXPIRES: _____
(NAME PRINTED) _____
MY COMMISSION NO.: _____

CITY ENGINEERS STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND I AM SATISFIED IT IS TECHNICALLY CORRECT AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF CALIFORNIA AND THE ORDINANCES OF THE CITY AND COUNTY OF PERRIS. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS DESCRIBED IN THE INSTRUMENT OF RECORDING OF THIS MAP, AND THAT ALL MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE TRACT MAP, IF ANY.

DATE: _____ 2022



STUART E. MCRABBIN, R.C.E. 44553
CONTRACT CITY ENGINEER

CITY ACCEPTANCE STATEMENT:

THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS DULY AUTHORIZED OFFICER, HAS REVIEWED THE SUBDIVISION MAP SHOWN HEREON, AND HAS DETERMINED THAT THE MAP IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF CALIFORNIA AND THE ORDINANCES OF THE CITY AND COUNTY OF PERRIS. THE CITY HEREBY ACCEPTS THE MAP AS SHOWN HEREON, AND AS PART OF THE CITY-MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH THE CITY ENGINEERS STATEMENT, AND ACCORDING TO THE OFFICE OF RECREATION AND PUBLIC UTILITIES RIGHTS OF ACCESS AND EASEMENTS, AND ACCORDING TO THE CITY ENGINEERS STATEMENT, AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM AND THE EASEMENTS FOR LANDSCAPE AND MAINTENANCE PURPOSES, AS SHOWN HEREON, ARE HEREBY ACCEPTED AS PART OF LANDSCAPE MAINTENANCE DISTRICT MAINTAINED SYSTEM, SUBJECT TO IMPROVEMENTS.

MICHAEL M. VARGAS
MAYOR OF THE CITY OF PERRIS
DATE: _____

CITY CLERK'S STATEMENT:

I HEREBY CERTIFY THAT AN UNDERTAKING OR CASH DEPOSIT SATISFACTORY TO THE CITY COUNCIL OF THE CITY OF PERRIS, GUARANTEERING THE CONSTRUCTION OF REQUIRED STREET IMPROVEMENTS HAS BEEN APPROVED AND FILED WITH THE CITY OF PERRIS PRIOR TO ACCEPTANCE OF THIS MAP.

MICHAEL M. VARGAS
CITY CLERK OF THE CITY OF PERRIS
DATE: _____

ABANDONMENT NOTE:

THE RECORDS IN BOOKS 187, 188, AND 189 OF THIS TRACT MAP CONSTITUTE ABANDONMENT OF THE FOLLOWING:
AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:
THOSE PORTIONS OF LOT "D", (GREEN VALLEY PARKWAY) AND LOT "F" (MURRIETA ROAD) OF TRACT NO. 24648, AND THE PORTIONS OF LOTS "D" AND "F" OF SAID MAP AS SHOWN HEREON.
ALONG THE FRONTAGE OF LOT 26 OF SAID MAP AS SHOWN HEREON.
THOSE PORTIONS OF THE LANDSCAPE EASEMENTS DEDICATED TO THE CITY OF PERRIS ON TRACT NO. 24648, AND THE PORTIONS OF THE LANDSCAPE EASEMENTS DEDICATED TO THE CITY OF PERRIS ON TRACT NO. 24648, AND THE PORTIONS OF THE LANDSCAPE EASEMENTS DEDICATED TO THE CITY OF PERRIS ON TRACT NO. 24648, WHICH ARE ALONG THE FRONTAGE OF LOT 26 OF SAID MAP AS SHOWN HEREON.

THOSE PORTIONS OF THE BUREAU OF CALIFORNIA HIGHWAYS, TRACT NO. 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, RIVERSIDE COUNTY RECORDS, WHICH ARE ALONG THE FRONTAGE OF LOT 26 OF SAID MAP AS SHOWN HEREON.

NOTICE OF DRAINAGE FEES:

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE SAN JACINTO RIVER AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE CITY OF PERRIS PURSUANT TO ORDINANCE AND RESOLUTION NO. 1488, DATED MAY 11, 1992. THE PROPERTY IS SUBJECT TO DRAINAGE FEES FOR SAID DRAINAGE DISTRICT. THE DRAINAGE FEES SHALL BE PAID TO THE CITY OF PERRIS PRIOR TO ISSUANCE OF THE GRADING PERMIT OR BUILDING PERMIT AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THIS ACTUAL PERMIT.

TRACT NO. 37722

BEING A SUBDIVISION OF LOT 26 AND PORTIONS OF LOTS 27 AND 28 OF TRACT NO. 24648
 TRACTS 25, 26 AND 27 OF MAP NO. 115,132, AS SHOWN THEREON, IN THE COUNTY OF ORANGE,
 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

HUNBANKER AND ASSOCIATES IRVINE, INC.
ROBERT L. WHEELER IV, L.S. 8639 DATE OF SURVEY: DECEMBER, 2021
BOUNDARY AND GPS CONTROL MAP

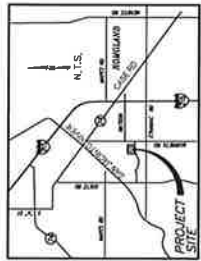
RECORD MAP AND DATA NOTES

- () INDICATES RECORD DATA AS NOTED.
- [] INDICATES RECORD AND MEASURED DATA AS NOTED.
- NS - TRACT NO. 36988, M.B. 467/26-44.
- NE - TRACT NO. 36988-1, M.B. 470/10-16.

NOTES

- 1. LOTS 25 THROUGH 28, INCLUDING THE FOUR (4) SINGLE FAMILY RESIDENTIAL PARCELS, LOTS 25 & 26 FOR SUBDIVISION TRACT 37722.
- 2. LOTS 25 THROUGH 28, INCLUDING ARE FOR OPEN SPACE PURPOSES.
- 3. LOTS 25 THROUGH 28, INCLUDING ARE FOR TRACT STREET PURPOSES.

SEE SHEET 3 FOR SHEET INDEX MAP.



BASES OF BEARINGS:
 BEARINGS AND DISTANCES WERE OBTAINED FROM THE
 COORDINATE SYSTEM DATA PROVIDED BY THE CALIFORNIA
 SURVEYING AND MAPPING BOARD (CSMB) AND THE
 NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
 (NASA). ALL BEARINGS SHOWN ON THIS MAP ARE BASED ON THE
 NAD 83 DATUM. THE BEARING ANGLES WERE MEASURED
 USING A TOTAL STATION. THE BEARING ANGLES WERE
 MEASURED TO THE CENTER POINT OF A REFERENCE
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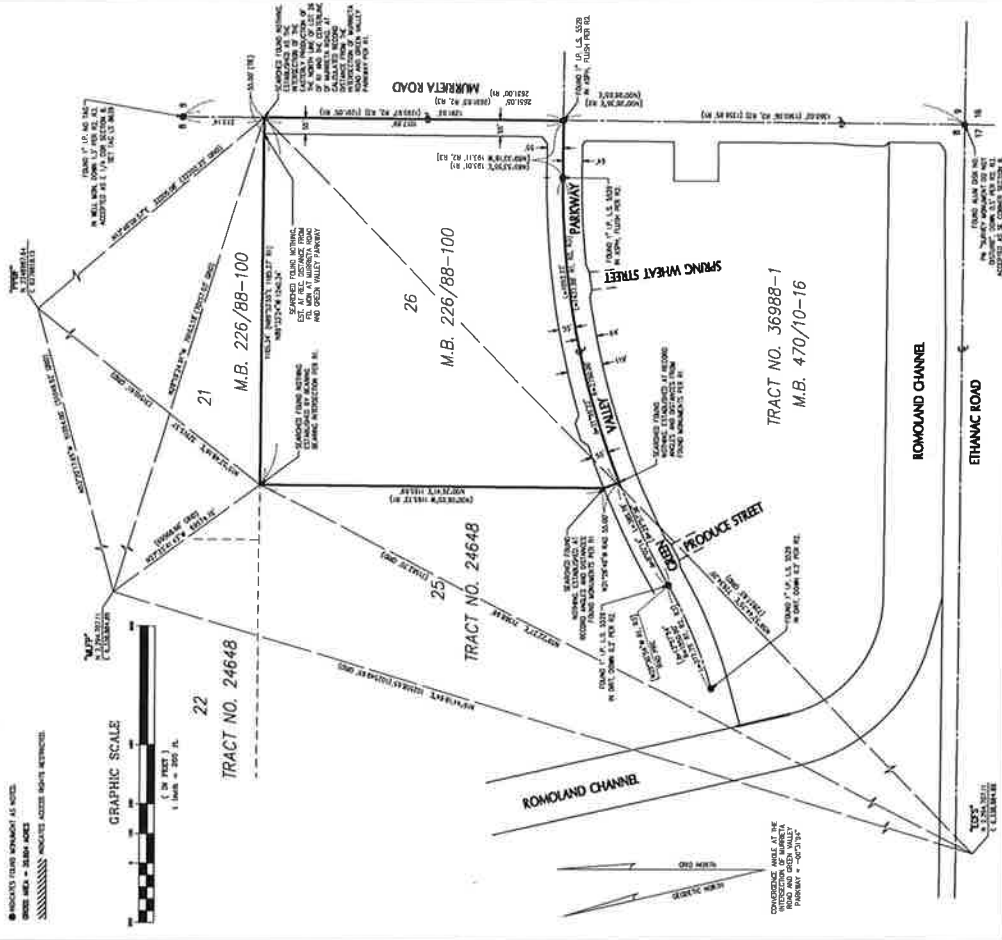
SURVEYORS NOTES:

- 1. THE SURVEY WAS CONDUCTED USING GPS WITH AN OPEN SKY
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INDICATES RECORD POINTS AS NOTED.

INDICATES ACUTE ANGLE RETIENNES.

INDICATES BEARING ANGLES.



TRACT NO. 36988-1
 M.B. 470/10-16

TRACT NO. 24648

M.B. 226/88-100

TRACT NO. 24648

TRACT NO. 24648

TRACT NO. 24648

TRACT NO. 24648

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TRACT NO. 24648

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TRACT NO. 24648

TRACT NO. 24648

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37722

BEING A SUBDIVISION OF LOT 28 AND PORTIONS OF LOTS 'T' AND 'F' OF TRACT NO. 24484 AS PER MAP RECORDED IN BOOK 226, PAGES 86 THROUGH 80, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

HUNSAKER AND ASSOCIATES IRVINE, INC.

ROBERT L. WHEELER IV, L.S. 8639 DATE OF SURVEY: DECEMBER, 2021

④ INDICATES SHEET NUMBER
 --- INDICATES SHEET LIMIT



EASEMENT NOTES:

- (A) INDICATES AN EASEMENT FOR ELECTRICAL PURPOSES IN FAVOR OF COINTEGRATED ENERGY SERVICES, INC. (CES) AND IS SUBJECT TO THE 2008 CES STANDARD SPECIFICATIONS FOR EASEMENTS, WHICH ARE INCORPORATED BY REFERENCE INTO THESE PLANS.
- (B) INDICATES AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITY LINES IN ACCORDANCE WITH THE 2008 CES STANDARD SPECIFICATIONS FOR EASEMENTS, WHICH ARE INCORPORATED BY REFERENCE INTO THESE PLANS.
- (C) INDICATES AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITY LINES IN ACCORDANCE WITH THE 2008 CES STANDARD SPECIFICATIONS FOR EASEMENTS, WHICH ARE INCORPORATED BY REFERENCE INTO THESE PLANS.
- (D) INDICATES AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITY LINES IN ACCORDANCE WITH THE 2008 CES STANDARD SPECIFICATIONS FOR EASEMENTS, WHICH ARE INCORPORATED BY REFERENCE INTO THESE PLANS.

EASEMENT NOTES:

- (E) INDICATES AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITY LINES IN ACCORDANCE WITH THE 2008 CES STANDARD SPECIFICATIONS FOR EASEMENTS, WHICH ARE INCORPORATED BY REFERENCE INTO THESE PLANS.
- (F) INDICATES AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITY LINES IN ACCORDANCE WITH THE 2008 CES STANDARD SPECIFICATIONS FOR EASEMENTS, WHICH ARE INCORPORATED BY REFERENCE INTO THESE PLANS.
- (G) INDICATES AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITY LINES IN ACCORDANCE WITH THE 2008 CES STANDARD SPECIFICATIONS FOR EASEMENTS, WHICH ARE INCORPORATED BY REFERENCE INTO THESE PLANS.
- (H) INDICATES AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITY LINES IN ACCORDANCE WITH THE 2008 CES STANDARD SPECIFICATIONS FOR EASEMENTS, WHICH ARE INCORPORATED BY REFERENCE INTO THESE PLANS.

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, SURVEYOR'S NOTES, RECORDED MAP AND DATA, NOTES AND NOTES AND BOUNDARY AND GPS CONTROL MAP.

IN THE CITY OF FERRIS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 37722

BEING A SUBDIVISION OF LOT 28 AND PORTIONS OF LOTS 7 AND 7' OF TRACT NO. 24448 AS PER MAP RECORDED IN BOOK 524, PAGES 86 THROUGH 90, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

HUNSECKER AND ASSOCIATED IRVINE, INC.

ROBERT L. WHEELER IV, L.S. 8839 DATE OF SURVEY: DECEMBER, 2021

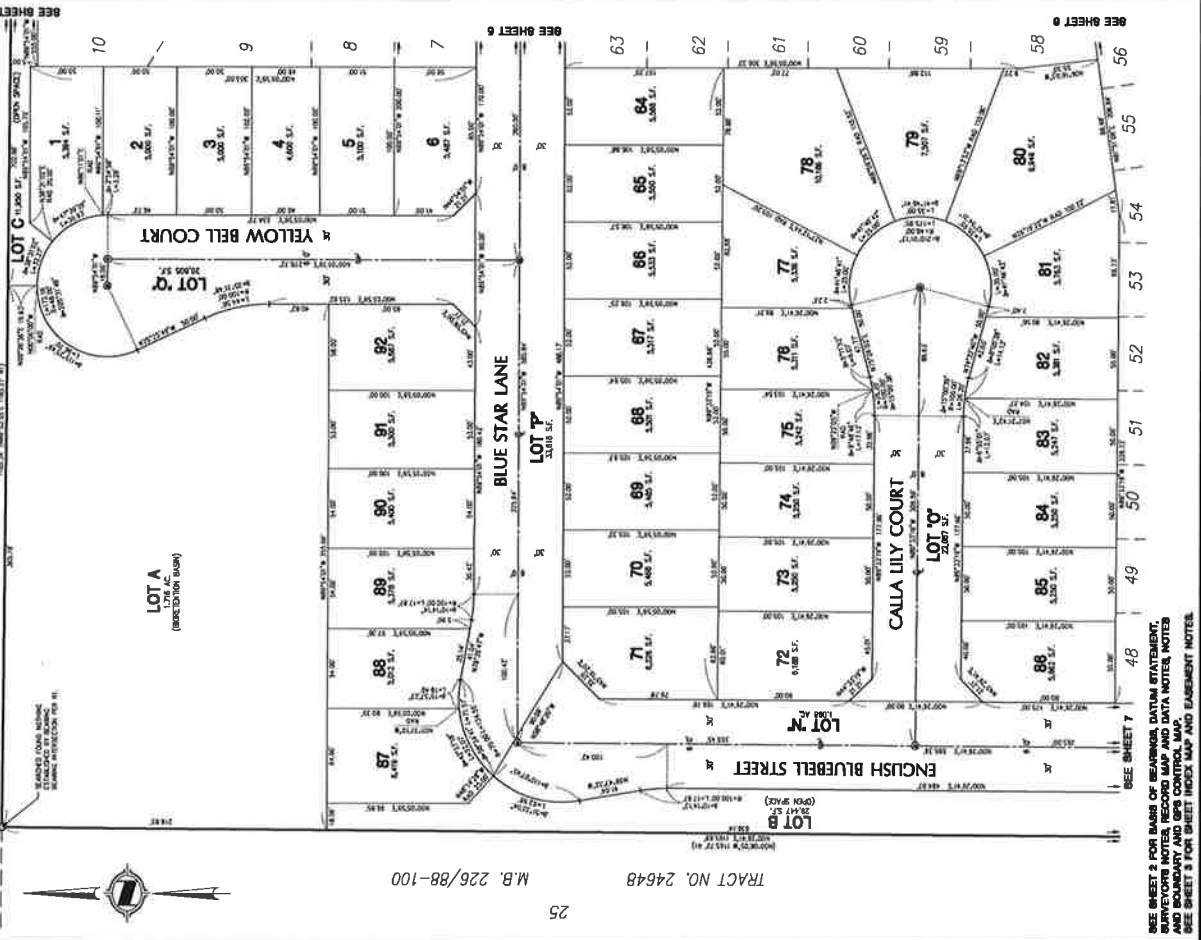
GRAPHIC SCALE



21

TRACT NO. 24648

M.B. 226/88-100



M.B. 226/88-100

TRACT NO. 24648

25

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, SURVEYOR'S NOTES, RECORD MAP AND DATA NOTES, NOTES AND BOUNDARY AND GPS CONTROL MAP.
SEE SHEET 3 FOR SHEET INDEX MAP AND DISBURSEMENT NOTES.

IN THE CITY OF FERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37722

BEING A SUBDIVISION OF LOT 28 AND PORTIONS OF LOTS 'D' AND 'F' OF TRACT NO. 24648 AS PER MAP RECORDED IN BOOK 228, PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, SURVEYOR'S NOTES, RECORD MAP AND DATA NOTES, NOTES AND BOUNDARY AND GPS CONTROL MAP.
SEE SHEET 3 FOR SHEET INDEX MAP AND EASEMENT NOTES.

HUNSAKER AND ASSOCIATES IRVINE, INC.

ROBERT L. WHEELER IV, L.S. 8639 DATE OF SURVEY: DECEMBER, 2021

21

TRACT NO. 24648

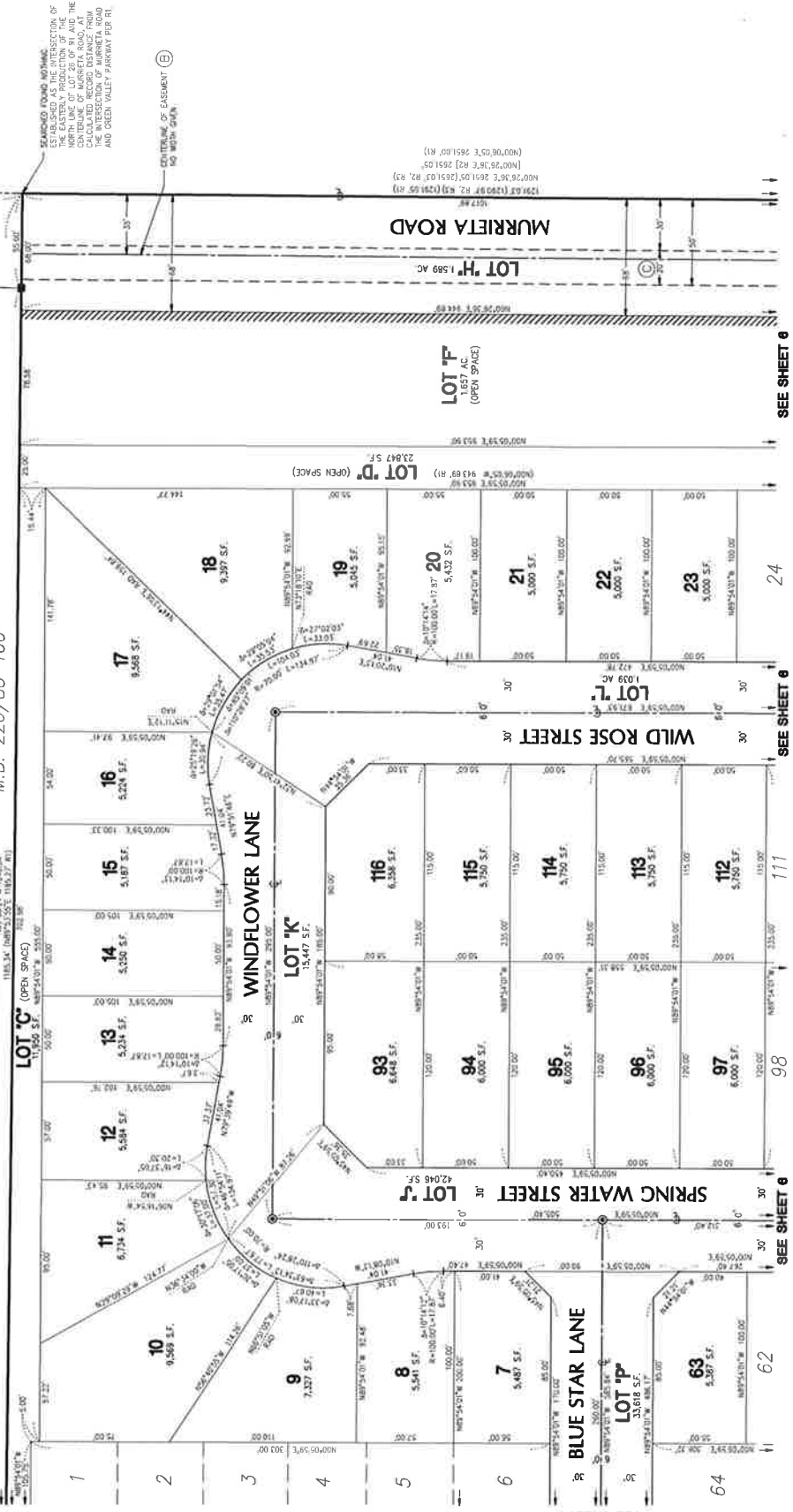
M.B. 226/88-100



FOUND 1" IN 140 TAG IN WELL HOLE, DOWN 1.5' PER R2, R3. ACCEPTED AS E 1/4 COR. SECTION 8. SET TAG (LS 8639)

REVISIONS THROUGH THIS MAP ESTABLISHED AS THE INTERSECTION OF THE EASTLY PRODUCTION OF THE CENTERLINE OF MURRIETA ROAD, AT THE INTERSECTION OF THE CENTERLINE OF MURRIETA ROAD, AT THE CALCULATED RECORD DISTANCE FROM THE CENTERLINE OF MURRIETA ROAD AND GREEN VALLEY PARKWAY PER R1.

CENTERLINE OF EASEMENT 10 WIDE GRASS



SEE SHEET 8

SEE SHEET 8

SEE SHEET 8

SEE SHEET 8

SEE SHEET 8

SEE SHEET 4

SEE SHEET 4

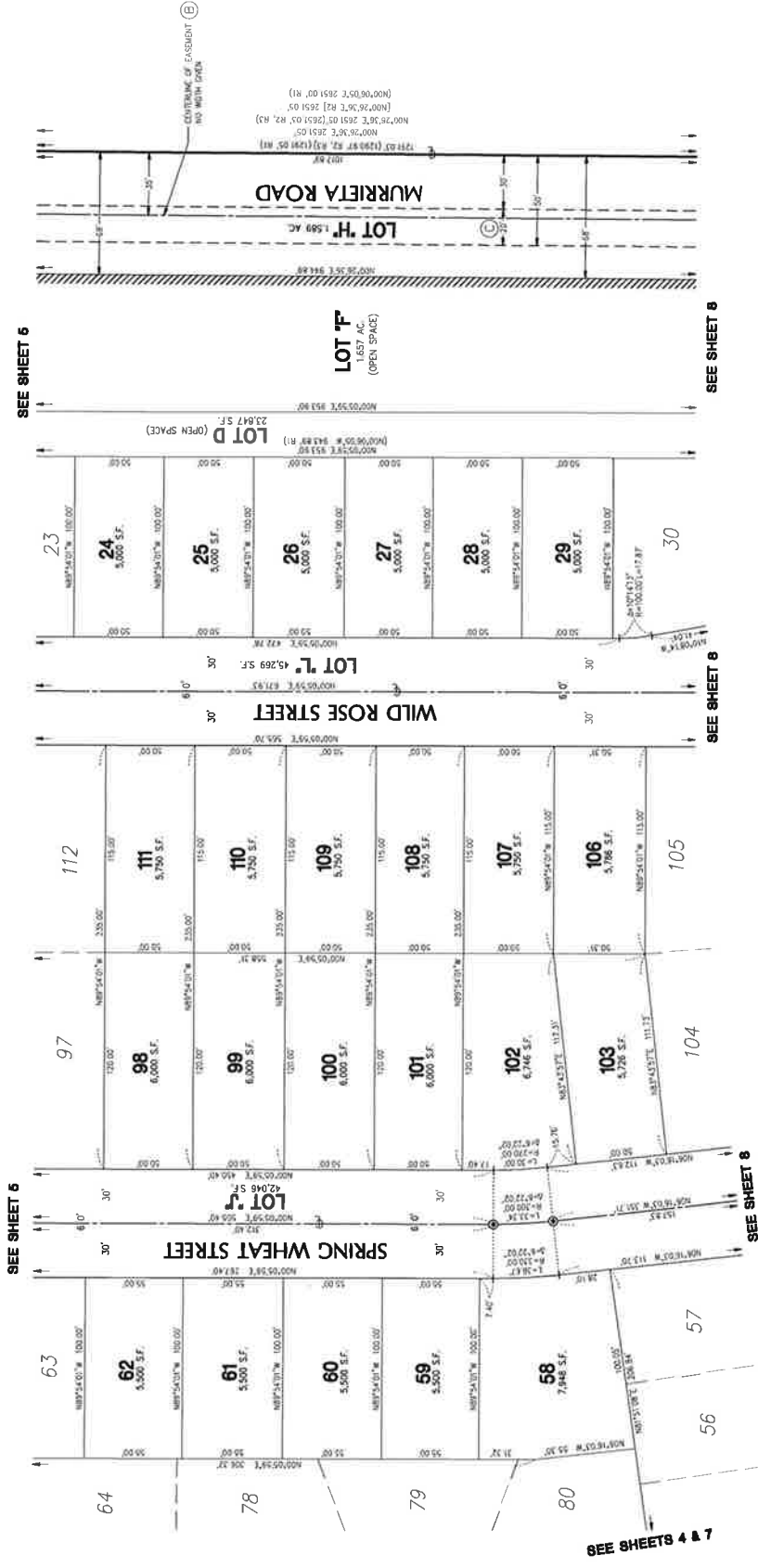
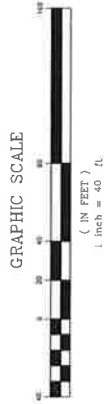
IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE STATE OF CALIFORNIA

TRACT NO. 37722

BEING A SUBDIVISION OF LOT 28 AND PORTIONS OF LOTS 'D' AND 'F' OF TRACT NO. 24648 AS PER MAP RECORDED IN BOOK 228, PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

HUNSAKER AND ASSOCIATES IRVINE, INC.

ROBERT L WHEELER IV, L.S. 8839 DATE OF SURVEY: DECEMBER, 2021



SEE SHEET 6

SEE SHEET 8

SEE SHEET 6

SEE SHEET 8

SEE SHEETS 4 & 7

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, SURVEYORS NOTES, RECORD MAP AND DATA NOTES, NOTES AND BOUNDARY AND GPS CONTROL MAP. SEE SHEET 3 FOR SHEET INDEX MAP AND EASEMENT NOTES.

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

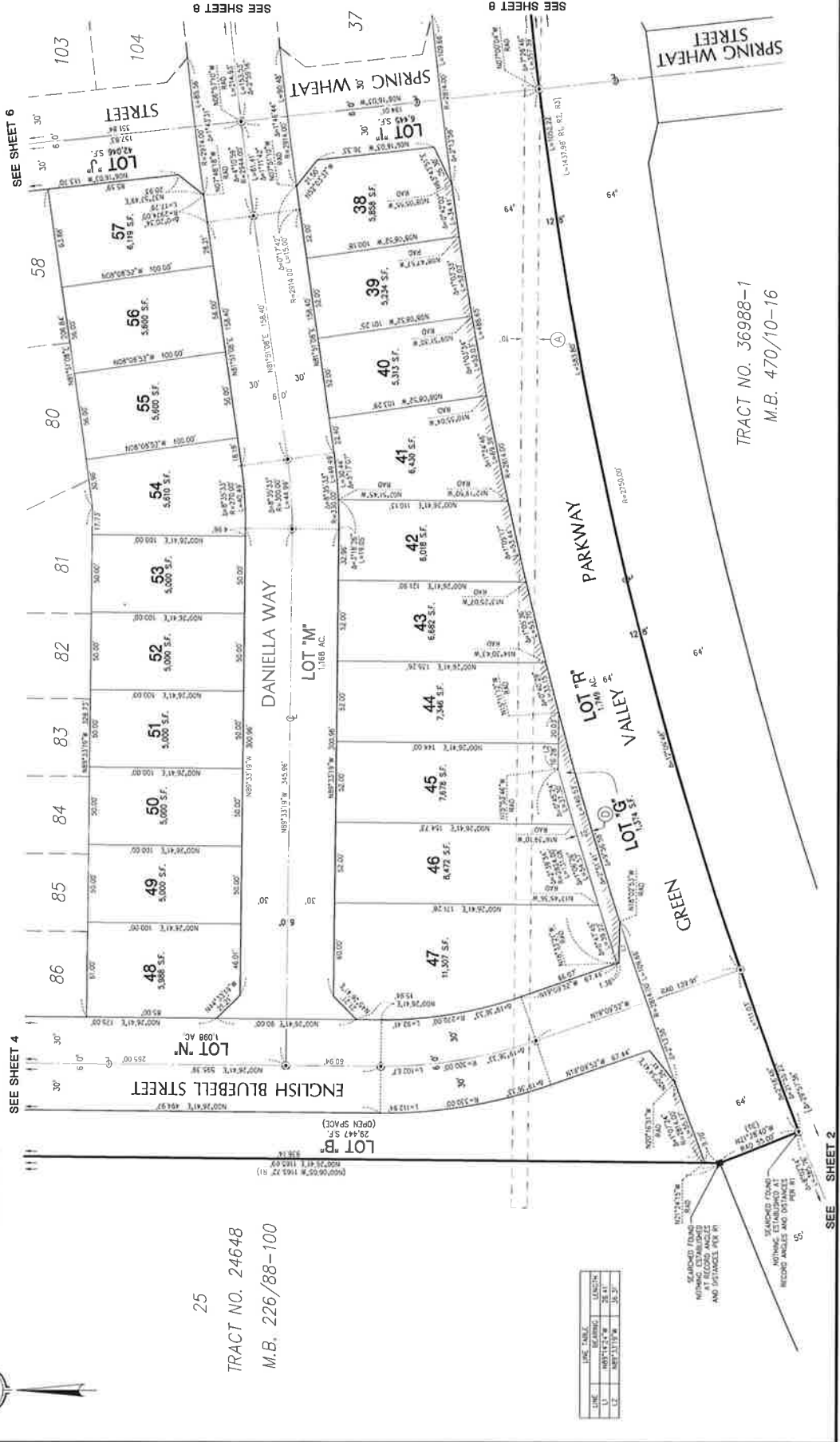
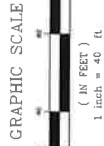
TRACT NO. 37722

BEING A SUBDIVISION OF LOT 26 AND PORTIONS OF LOTS "D" AND "E" OF TRACT NO. 24648 AS PER MAP RECORDED IN BOOK 226, PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

HUNSAKER AND ASSOCIATES IRVINE, INC.

ROBERT L WHEELER IV, L.S. 8639 DATE OF SURVEY: DECEMBER, 2021

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, SURVEYOR'S NOTES, RECORD MAP AND DATA NOTES, NOTES AND BOUNDARY AND GPS CONTROL MAP.
SEE SHEET 3 FOR SHEET INDEX MAP AND EASEMENT NOTES.



25
TRACT NO. 24648
M.B. 226/86-100

TRACT NO. 36988-1
M.B. 470/10-16

LINE	DATE	BY	REASON
11	12/15/21	RHW	AS SHOWN
12	12/15/21	RHW	AS SHOWN

SEARCHED FOUND
INDEXED RECORDED
SERIALIZED FILED
MAY 15 2022
PERRIS COUNTY CLERK

SEE SHEET 2

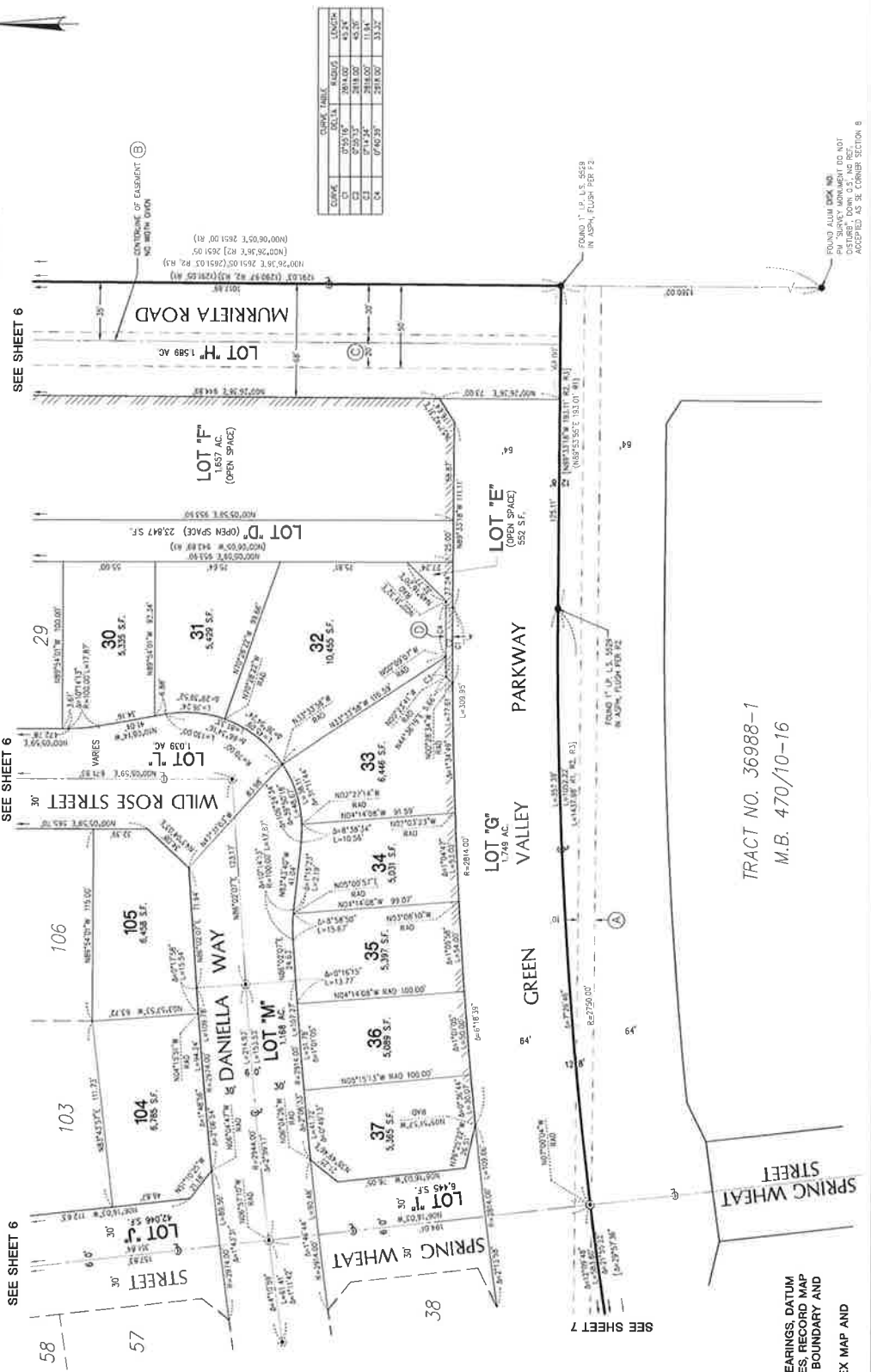
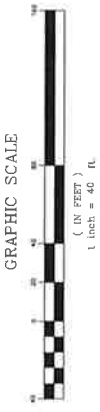
IN THE CITY OF FERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37722

BEING A SUBDIVISION OF LOT 26 AND PORTIONS OF LOTS 'D' AND 'F' OF TRACT NO. 24648 AS PER MAP RECORDED IN BOOK 226, PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

HUNSAKER AND ASSOCIATES IRVINE, INC.

ROBERT L. WHEELER IV, L.S. 8639 DATE OF SURVEY: DECEMBER, 2021



TRACT NO. 36988-1
M.B. 470/10-16

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, SURVEYOR'S NOTES, RECORD MAP AND DATA NOTES, NOTES AND BOUNDARY AND GPS CONTROL MAP.
SEE SHEET 3 FOR SHEET INDEX MAP AND EASEMENT NOTES.

ROAD ALUM DUCK RD. IS NOT CONSIDERED "LOW" 0.5' HIGH RISE ACCEPTED AS BE CORNER SECTION 8

ATTACHMENT 4
Conditions of Approval
(Planning, Engineering and Building) -
For Information Purpose

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

CONDITIONS OF APPROVAL

Specific Plan Amendment (SPA) 18-05292, Tentative Tract Map 37262 (TTM18-05000), Tentative Tract Map 37722 (TTM19-05233), Tentative Tract Map 37223 (TTM17-05251), Tentative Tract Map 37816 (TTM20-05089), and Development Plan Review (DPR) 20-00005, Tentative Tract Map 37817 (TTM20-05090) and Development Plan Review (DPR) 20-00003, Tentative Tract Map 37818 (TTM20-05118) and Development Plan Review (DPR) 20-00006

December 16, 2020

PROJECT: Specific Plan Amendment (SPA) 18-05292, Tentative Tract Map 37262 (TTM18-05000), Tentative Tract Map 37722 (TTM19-05233), Tentative Tract Map 37223 (TTM17-05251), Tentative Tract Map 37816 (TTM20-05089) and Development Plan Review (DPR) 20-00005, Tentative Tract Map 37817 (TTM20-05090) and Development Plan Review (DPR) 20-00003, Tentative Tract Map 37818 (TTM20-05118) and Development Plan Review (DPR) 20-00006 – A proposal to comprehensively update the Green Valley Specific Plan (GVSP) located along the northerly frontage of Ethanac Road between Goetz Road and Case Road consisting of the following: 1) updating the architectural and development standards for reviewing development proposals; 2) updating the Land Use Plan to reflect current development constraints of the Riverside Conservation Authority (RCA), and the Perris Valley Airport; and 3) entitlement of the southerly half of the GVSP consisting of three single-family residential tracts, totaling 542 lots over 146 acres, two single-family court cluster home totaling 324 lots over 36.1 acres, and a hybrid tract with 138 single-family court cluster homes and a 236 dwelling unit apartment community, totaling 1,240 dwelling units. **Applicant:** Matthew Villalobos, Raintree Investment Corporation.

***SUPPLEMENTAL MITIGATION, MONITORING AND REPORTING PROGRAM**

(MMRP) The Mitigation Monitoring and Reporting Program (MMRP) Checklist is attached to reduce potential traffic, geology, air quality, biological and cultural resource impacts, and shall be implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP. The applicant is required to meet all the mitigation measures as conditions of approval.

General Requirements:

- 1. Environmental Impact Report Mitigation Monitoring Program.** The project shall at all times comply with all provisions of the Supplemental Mitigation Monitoring and Reporting Program (MMRP) for the Addendum EIR and the adopted MMRP for the Green Valley Specific Plan Final EIR certified March 5, 1990.
- 2. Development Standards.** The project shall conform to all requirements of the Green Valley Specific Plan (GVSP) and City of Perris Municipal Code Title 19.
- 3. Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the approved set of plans

presented at the **December 16, 2020** Planning Commission hearing, or as amended by these conditions and as approved by the City Council. Any deviation shall require appropriate Planning Division review and approval.

4. **Tract Map Term of Approval (For all Tract Maps).** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Development Services Department at least thirty (30) days prior to the expiration of Tentative Map approval.
5. **Romoland Unified School District.** The proposed subdivision shall adhere to the standard requirements and mitigation fees established by the *Romoland Unified School District*.
6. **Riverside Transit Agency (RTA).** All future bus stop locations, material, architecture, and colors shall conform to the Green Valley Specific Plan.
7. **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).
8. **Property Maintenance.** The project shall comply with provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance, and Chapter 7.42 regarding Property Maintenance.
9. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning **Specific Plan Amendment (SPA) 18-05292, Tentative Tract Map 37262 (TTM18-05000), Tentative Tract Map 37722 (TTM19-05233), Tentative Tract Map 37223 (TTM17-05251), Tentative Tract Map 37816 (TTM20-05089), and Development Plan Review (DPR) 20-00005, Tentative Tract Map 37817 (TTM20-05090) and Development Plan Review (DPR) 20-00003, Tentative Tract Map 37818 (TTM20-05118) and Development Plan Review (DPR) 20-00006.** The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
10. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. The applicant shall submit a fire access and fire underground plan prior to construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be

shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans. See City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and underground plan available at: <http://www.cityofperris.org>.

11. **Public Works Administration Conditions.** The project shall comply with all requirements of the Public Works Administration Department as indicated in the Conditions of Approval dated December 11, 2020.
12. **Engineering Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval for:
 - a. Tentative Tract Map 37262 (TTM18-05000) dated Dec 11, 2020,
 - b. Tentative Tract Map 37722 (TTM19-05233) dated Dec 11, 2020,
 - c. Tentative Tract Map 37223 (TTM17-05251) dated Dec 11, 2020,
 - d. Tentative Tract Map 37816 (TTM20-05089) and Development Plan Review (DPR) 20-00005 dated Dec 11, 2020,
 - e. Tentative Tract Map 37817 (TTM20-05090) and Development Plan Review (DPR) 20-00003 dated Dec 11, 2020,
 - f. Tentative Tract Map 37818 (TTM20-05118) and Development Plan Review (DPR) 20-00006 dated Dec 11, 2020.
13. **Community Services Conditions.** The project shall comply with all requirements of the Community Services Department as indicated in the conditions of approval dated December 10, 2020.
14. **EMWD Treatment Plant and Dam Inundation Disclosure.** The owner shall disclose to all future tenants indicating the project is in close proximity to the EMWD treatment plant and a dam inundation area making the site subject to flooding in the event of a dam failure.
15. **Unit Identification.** Each unit in the tract shall include an interior lighted address fixture. This fixture shall allow for replacement of the bulbs and shall be reviewed and approved by the Planning Division.
16. **Utilities.** If applicable, all utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-way) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
17. **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.

18. **Residential Use and Development Restrictions.** The physical development of all lots shall be reviewed and approved by the City. Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any sales trailer or a model home shall require separate review and approval by the City through a TUP (Temporary Use Permit) application.
19. **Spark Arresters.** All spark arresters in the proposed tract shall be screened by sheet metal enclosures, or other material acceptable to the Building Department, and painted the according to the approved paint palette.
20. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
21. **Energy Conservation.** To improve local air quality, the applicant shall comply with the energy-conservation features into the project (as feasible) per the EIR and Design Guidelines. An accounting of the project's energy conservation measures shall be submitted to the Building Division, prior to application for Building Permits.
22. **Preliminary Water Quality Management Plan (Pre-WQMP for all Tract Maps).** A Preliminary WQMP was prepared for the proposed project site. All Pre-WQMPs were determined to be in substantial compliance, in concept, with the Riverside County 2012 WQMP Manual requirements. The following two conditions apply:
 - a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
 - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the bio-retention basins and self-retaining landscape. The Public Works Department shall review and approve the final WQMP text, plans and details.
 - c. If PA-13a is planned as a commercial development, this subarea will need to fully treat all run-off before discharging to the TTM 37816 basin.

Prior to Final Tract Map Approval (For all Tract Maps)

23. **Final Tract Map Approval.** The developer shall obtain the following clearances or approvals prior to Final Map Recordation:
 - a. Verification from the Planning Division that all pertinent conditions of approval have been met, including any Administrative Development Plan Review (ADPR) approvals, as mandated by the Perris Municipal Code.
 - b. Planning Commission approval of all proposed street names through a Street

Name application.

- c. Repair and Maintenance Easement on behalf of the City of Perris for all underground infrastructure (i.e. sewer, storm drain, etc.) within trails and HOA areas as deemed appropriate by the City Engineer.
 - d. Any other required approval from an outside agency.
 - e. **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 issuance of a Certificate of Occupancy. This condition shall apply only to districts existing at the time the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:
 - i. Landscape Maintenance District No. 1;
 - ii. Flood Control Maintenance District No. 1;
 - iii. Maintenance District No. 84-1;
 - iv. South Perris Community Facilities Assessment District; and
 - v. Transportation Uniform Mitigation Fee.
 - vi. Community Facilities District No. 2018-02 (Public Services District).
 - vii. Any other applicable district.
24. **CC&Rs for each future Tract Maps.** Prior to recordation of the Final Map, the developer shall submit and obtain approvals for any Covenants, Conditions, and Restrictions (CC&Rs) to establish an HOA to the Department of Development Services and the City Attorney's office. The CC&Rs shall include home builder requirements to disclose avigation easements, dam inundation, and proximity of wastewater treatment plan to future buyers. Approved CC&Rs shall be recorded with the final map.

Prior to Issuance of Grading Permits (for all Tract Maps)

- 25. **Grading Permits.** Prior to issuance of grading permits, a final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer. No precise grading permit shall be approved prior to final tract map approval.
- 26. **Southern California Edison.** Prior to issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner to complete the required forms prior to commencement of construction.
- 27. **Final Water Quality Management Plan (F-WQMP for all Tract Maps).** The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to

improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the bio-retention basin, detention basin, self-retaining landscaping, and roof drains to vegetation. The Public Works Department shall review and approve the final WQMP text, plans and details.

- 28. Mitigation Measures for Prior to Grading and during Grading.** Prior to grading permit issuance, the applicant is required to adhere to the Mitigation Monitoring and Reporting Program (MMRP) mitigation measures prior to grading and during grading.

Prior to Issuance of Building Permits (for each Tract Map)

- 29. Building Plans.** All Planning, Public Works Administration, and Engineering Conditions of Approval shall be copied onto the approved building plans. Such conditions shall be annotated, directing the receiver to the sheet and detail(s) indicating satisfaction of the conditions. Also, the Mitigation and Monitoring Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings, and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP.
- 30. Property Liens.** If any, the applicant shall pay all liens owed to the city prior to the issuance of building permits.
- 31. Administrative Development Plan Review (for all Single-Family Tracts only).** Prior to issuance of any building permit, the applicant shall obtain approval of an Administrative Development Plan Review (ADPR) for the review of architecture, plotting, conceptual landscape, and fencing of all production units within the entire tract. The applicant shall provide one single-story product type which shall be plotted on corners and at regular intervals throughout the tract (i.e., every fourth or fifth unit). Side entry garages are encouraged and shall be incorporated as feasible and as approved through the development plan review process. The following is required for plotting, color and materials, and architecture per the Green Valley Specific Plan.
- a. The developer shall submit a minimum of three (3) architectural types, five (5) or more color schemes, and a minimum four (4) floor plans.
 - b. Each architectural type shall provide a minimum of two (2) materials that are associated with selected architecture.
 - c. All elevations shall provide architectural detail option for lots that are facing the public right-of-way, detention basins, and trails.
 - d. The floor plan shall include the garage is set back behind 5' feet or more from the habitable building wall or covered porch entry.
 - e. No three (3) consecutive lots (side by side) shall have similar architecture or floor plan, and no similar architecture or floor plan shall be located across the street.
 - f. A minimum 10% of each floor plan shall be used within the tract.
 - g. All sectional garage doors shall include decorative windows at the top row of the

- door.
- h. All units are required to provide a covered porch towards the street.
 - i. Roof type and roof pitch of new residential buildings shall be consistent throughout the architectural type. No composition shingle is allowed.
 - j. Two story homes will break first and second story by recessing the second story or by providing an architectural feature that would distinguish each story from one another.
 - k. All units shall include accent features such as sills, shutters, false canopies, surrounds, and multi-paned windows shall be used. Recessed windows shall also be used where appropriate.
 - l. All electrical panels and exposed roof pipes shall be painted to match.
- 32. Phasing.** Prior to issuance of building permits, all phasing plans shall be reviewed and approved by the Planning Division, and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots. The Phasing shall follow the *Green Valley Specific Plan* Phasing exhibit.
- 33. March Air Reserve Base and Perris Valley Airport.** Prior to building permit issuance, in accordance with conditions of approval by the Airport Land Use Commission (ALUC) letter dated September 10, 2020 the following measures shall be implemented to address the project's location within Airport Influence Area:
- a. Any outdoor lighting installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
 - b. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
 - i. Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA approved navigational signal light or visual approach slope indicator.
 - ii. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
 - iii. Any use which would generate excessive smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal and incinerators.)
 - iv. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - v. Highly noise-sensitive outdoor nonresidential uses. Hazards to flight.

- c. “Notice of Airport in the Vicinity” shall be provided to all potential purchasers and tenants of the property, and shall be recorded as a deed notice as indicated in Airport Land Use Commission’s conditions of approval and stated below:

NOTICE OF AIRPORT IN VICINTIY

“This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, accident potential, odors, and potential extensive parachutists or aircraft activity). Individual sensitivities to those annoyances can vary from person to person. You may want to consider what airport annoyance, if any are associated with the property before you complete your purchase and determine whether they are acceptable to you”.

- d. Detention basin(s) shall be designed so as to provide a maximum 48-hour detention period for the design storm (may be less, but not more), and to remain totally dry between rainfalls. Vegetation in and around the detention basin that would provide food or cover for bird species that would be incompatible with airport operations shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention basin. If not rip-rap, should be in accordance with the guidance provided in ALUC “LANDSCAPING NEAR AIRPORTS” brochure, and the “AIRPORTS WILDLIFE AND STORMWATER MANAGEMENT” brochure available at RCALUC.ORG which list acceptable plants from Riverside County Landscape Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist. The infiltration basin shall be designed in accordance with all parameters identified in the Wildlife Hazard Management at Riverside County Airports Background and Policy.

A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language; “there is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes.” The sign will also include the name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

- e. Noise attenuation measures shall be incorporated into the design of the single-family residences, to the extent such measures are necessary to ensure that interior noise levels from aircraft operations are at or below 45 CNEL.
- f. During initial sales of properties, informational signs shall be posted in conspicuous locations within the project clearly depicting the proximity of the project to the airport and aircraft traffic patterns.
- g. The ALUC overflight informational brochure shall be provided to the prospective

purchasers showing the locations of aircraft flight patterns, the frequency of overflights, the typical altitudes of the aircraft, and the range of noise levels that can be expected from individual aircraft overflights, as well as Compatibility Factors exhibit from the Perris Valley Airport Land Use Compatibility Plan.

- h. A 35-acre area (also known as Planning Areas 22 and 24B of the Green Valley Specific Plan) shall be dedicated in its entirety by the developer to the City of Perris as outlined in the City of Perris memorandum dated December 9, 2015 (Revised April 13, 2016) in conjunction with the recordation of this map or, at the latest, prior to the issuance of building permits on any of the lots within either Tentative Tract Map No. 36988 or Tentative Tract Map No. 36989. At least 7.6 acres within the park shall meet the open area criteria specified in the Countywide Policies of the 2004 Riverside County Airport Land Use Compatibility Plan. Additional areas meeting the open area criteria as shown on the exhibit prepared by FORMA and dated April 2016 may be credited toward meeting the open area requirements of other developments under the ownership of Green Valley Recovery Acquisition, LLC or its successors-in interest located within those portions of the Green Valley Specific Plan subject to open area requirements.
- i. Prior to recordation of the final map, a document shall be recorded restricting the areas depicted as “Park” on the attached exhibit entitled “Ultimate Land Use Plan May 20, 2015” in perpetuity to nonresidential uses unless the State of California Department of Transportation, Aeronautics Division no longer recognize Perris Valley Airport as a public use airport and there is no longer a skydiving using the runway. Should the runway cease to exist for a period of one year or more, this shall be considered prima facie evidence that Perris Valley Airport would no longer be a public use airport.
- j. The Federal Aviation Administration has conducted aeronautical study of the proposed Project (Aeronautical Study Nos. 2020-AWP-9651-OE, 2020-AWP-9652-OE, 2020-AWP-9653-OE, and 2020-AWP-9654-OE) and has determined that neither marking nor lighting of the structure(s) is necessary for aviation safety. However, if marking and/or lighting for aviation safety are accomplished on a voluntary basis, such marking and/or lighting (if any) shall be installed in accordance with FAA Advisory Circular 70/7460-L Change 2 and shall be maintained in accordance therewith for the life of the project.
- k. The proposed buildings shall not exceed a height of 47 feet above ground level and a maximum elevation at top point of 1,460 feet above mean sea level for TTM37262; shall not exceed a height of 47 feet above ground level and a maximum elevation at top point of 1,461 feet above mean sea level for TM 37722; shall not exceed a height of 49 feet above ground level and maximum elevation at top point of 1,464 feet above mean sea level for TTM37223; shall not exceed a height of 55 feet above ground level and a maximum elevation at top point of 1,475 feet above mean sea level for TTM 37816; shall not exceed a height of 55 feet above ground level and a maximum elevation at top point of 1,474 feet above mean sea level for TTM37817; and shall not exceed a height of

52 feet above ground level and a maximum elevation at top point of 1,472 feet above means sea level for TTM37818.

- l. The maximum height and top point of elevation specified above shall not be amended without further review by the Airport Land Use Commission and the Federal Aviation Administration; provided, however, that reduction in structure height or elevation shall not require further review by the Airport Land Use Commission.
 - m. Temporary construction equipment used during actual construction of the structures shall not exceed 47 feet above ground level and a maximum elevation at top point of 1,460 feet above mean sea level for TM37262; shall not exceed a height of 47 feet above ground level and a maximum elevation at top point of 1,461 feet above mean sea level for TM 37722; shall not exceed a height of 49 feet above ground level and maximum elevation at top point of 1,464 feet above mean sea level for TTM37223; shall not exceed a height of 55 feet above ground level and a maximum elevation at top point of 1,475 feet above mean sea level for TTM 37816; shall not exceed a height of 55 feet above ground level and a maximum elevation at top point of 1,474 feet above mean sea level for TTM37817; and shall not exceed a height of 52 feet above ground level and a maximum elevation at top point of 1,472 feet above means sea level for TTM37818, unless a separate notice is provide to the Federal Aviation Administration through the Form 7460-1 process.
 - n. Within five (5) days after construction of any individual building reaches its greatest height, FAA Form 7460-2 (Part II), Notice of Actual Construction or Alteration, shall be completed by the project proponent or his/her designee and e-filed with the Federal Aviation Administration. (Go to <https://oeaaa.faa.gov> for instructions.) This requirement is also applicable in the event the project is abandoned or a decision is made not to construct any of the structures.
- 34. Walls and Fences (for all Tract Maps).** Prior to issuance of building permits, the developer shall submit and obtain approval form the Planning Division of a block wall/fence plan and monumentation. The wall and fencing plan including monumentation shall comply with the Green Valley Specific Plan requirements. In addition, the following conditions apply:
- a. **Detention Basins and Storm Drain Facilities.** All enclosed detention basins or storm drain facilities shall have decorative wrought iron fencing with decorative pilasters every 100' feet or perimeter wall corner, or lot line corner. If the detention basin abuts a residential property, a 6' foot decorative block wall is required.
 - b. **Wall and fencing.** Wall and fencing for the perimeter and interior property lines that comply with the requirements identified in the Green Valley Specific Plan Design Guidelines. A six-foot high, decorative split-face block wall shall be required for all residential property lines where side or rear yards adjoin a public street, HOA park, public facility. This shall include decorative stone veneer

- pilasters. Split-face block walls with vinyl gates shall be used for all side returns between residences and along all side yards adjacent to a street.
- c. **Primary Entry Identification Signage.** Primary entry identification signage in accordance with the Green Valley Specific Plan Design Guidelines.
 - d. **Neighborhood Entry Signage.** Neighborhood entry signage in accordance with the Green Valley Specific Plan Design Guidelines.
 - e. **HOA Park Signage.** HOA Park Signage in accordance with the Green Valley Specific Plan Design Guidelines.
 - f. **Trailhead Markers.** Trailhead Markers signage at points where a trail connects to a roadway or intersection in accordance with the Green Valley Specific Plan Design Guidelines.
 - g. **Height of Block Walls.** All split-face block walls shall not be higher than 8 feet in height. If a combination wall exceeds 8 feet, then a landscape berm or retaining wall is required to conceal the height of the wall and reduce the height to 6 feet.
 - h. **Graffiti.** All tract perimeter block walls shall be treated with a graffiti resistant coat or block materials that can be power washed to remove graffiti. All graffiti shall be removed by 48 hours.
35. **Construction Practices (for all Tract Maps).** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
- a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or on Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to create disturbing excessive or offensive noise. If any deviations from the construction hours are deemed necessary, it first must be requested with the building inspector identifying why this must occur and the time frame it is needed along with necessary provision to mitigate noise impact. The approval of this request is subject to the review and approval of the Building Official.
 - b. Building Department Construction activity shall not exceed 80 dBA in residential zones in the City.
 - c. Construction routes are limited to City of Perris designated truck routes or otherwise approved by the Building Official.
 - d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
 - e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
 - f. Project applicant shall require contractor to provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors as practical

to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.

- 36. Water Resources Control Board.** Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number to Planning Staff.
- 37. Fees.** The developer shall pay the following fees according to the timeline noted.

Prior to the issuance of building permits, the applicant shall pay:

- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
 - b. Multiple Species Habitat Conservation Plan fees currently in effect;
 - c. Current statutory school fees to all appropriate school districts;
 - d. Any outstanding liens and development processing fees owed to the City;
 - e. Prior to the issuance of building permits, The developer shall pay all development impact fees, including parks and recreation fees, park facility fees, as outlined from Community Services Conditions of Approval;
 - f. Appropriate City Development Impact Fees in effect at the time of development (to include any community services DIF fees and Perris Valley ADP fees);
 - g. Appropriate Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development; and
- 38. Landscaping Plans (for all Tract Maps).** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of the Green Valley Specific Plan Landscape section and Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan. The following shall apply:
- a. **Street Trees.** All street trees shall be 24-inch box size or larger, and planted a maximum of 30 feet on center within the parkway. Corner lots shall have three (3) street trees, minimum or one (1) street tree for every 30 lineal feet of street frontage.
 - b. **Parkway Landscape and Irrigation.** All parkways shall be provided with landscape and automatic irrigation.
 - c. **Front Yard Trees.** A minimum of two (2) fifteen (15) gallon front yard trees shall be provided for each residential lot.
 - d. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation. The detention basins shall provide minimum 24" inch box trees with shrubs or combination with ground cover. Perennial grass mix is prohibited.
 - e. **Slopes.** Slopes that are 3:1 or steeper and 4 feet or higher, shall have one

- approved tree for every 400 square feet, with 70% of trees 10 gallon sized, and 30% being 5 gallon sized. All slopes shall include automatic irrigation and erosion control fabric.
- f. **Amenities.** All six (6) tract map shall provide amenities per the Green Valley Specific Plan and per the six (6) conceptual landscape plans. These amenities shall be reviewed under the on-site landscape and irrigation plans for each tract map.
 - g. **Decorative Pavement.** All three (3) multi-family tract maps shall provide a decorative entry way per the conceptual landscape plans.
 - h. **Water Conservation.** Landscaping must comply with AB 325 for water conservation or other current policy or regulation at such time of development. See Chapter 19.70 (cityofperris.org) for water conservation calculations (MAWA).
 - i. **Split-Rail Fencing.** The landscape and irrigation plans shall include split-rail fencing in color and material as per the Green Valley Specific Plan (locations of required split-rail) to match Ethanac Road.
 - j. **Maintenance.** All required landscaping shall be maintained in a viable growth condition.
 - k. **Irrigation Rain Sensors.** Rain sensing override devices shall be required on all irrigation systems (PMC 19.70.040.D.16.b) for water conservation. Soil moisture sensors are required.
 - l. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping and irrigation have been installed and is completely operational. Before calling for final inspections a "Certificate of Compliance" form shall completed and signed by the designer/auditor responsible for the project, and this form must be submitted to the project planner. The project planner will need to sign off on the "Certificate of Compliance" to signify code compliance.

Conditions for TM 37262:

- 39. **Building Conditions.** The project shall comply with all requirements of the Building Official as indicated in the conditions of approval dated August 18, 2019.
- 40. **Fire Marshall Conditions.** The project shall comply with all requirements of the Fire Marshall as mentioned below:
 - a. The cul-de-sac bulb in "A" Street (the portion at the end of the cul-de-sac street which is wider than the cul-de-sac "neck" leading to it) shall be identified as a fire lane with red curbs or "Fire Lane—No Parking" signs. The markings/signage shall be per City of Perris Standards as outlined in the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development.
 - b. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.

- c. An all-weather fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
 - d. Blue reflective dots shall be placed in the roadway adjacent to each fire hydrant.
 - e. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.
 - f. The permanent building addresses shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with the California Fire Code Section 505.1 for size and color.
41. All HOA and Open Space areas within TM 37262 shall conform to TM 37262 conceptual landscape plan and Green Valley Specific Plan to include but not limited to all amenities, walkways, wall and fences as depicted on conceptual landscape plans. All amenities, walkways, and wall and fences shall be included in the on-site landscape plans.
42. All detention basins within TM 37262 shall include decorative wrought iron and pilasters to conform with the conceptual landscape plans and Green Valley Specific Plan.
43. **Wall and fencing.** The wall and fencing for the perimeter and interior property lines shall comply with the requirements identified in the Green Valley Specific Plan Design Guidelines and conceptual landscape plans. Split-face block walls shall be used for all returns between residences and along all side yards adjacent to a street. All graffiti shall be removed by 48 hours.
44. **Primary Entry Identification Signage.** Primary entry identification signage shall be constructed at Goetz Road and West Elm Parkway with TTM 37262 in accordance with the Green Valley Specific Plan Design Guidelines. The Primary Entry signage shall match the existing signage located at Murrieta Road and Ethanac Road. The sign shall be submitted with the off-site landscape and irrigation plans.
45. **Trailhead Markers (DG trail).** Trailhead Markers shall be constructed at points where a trail connects to a roadway or intersection in accordance with the Design Guidelines by the 75th permit.
46. **Neighborhood Entry Signage.** Neighborhood entry signage shall be constructed at the residential neighborhood entry points in accordance with the Green Valley Specific Plan Design Guidelines.
47. **HOA Open Space/Parks and Signage.** If applicable, the HOA Parks and Signage shall be constructed in accordance with the Green Valley Specific Plan Design Guidelines.

Conditions for TTM 37722:

48. **Building Conditions.** The project shall comply with all requirements of the Building Official as indicated in the conditions of approval dated September 10, 2019.
49. **Fire Marshall Conditions.** The project shall comply with all requirements of the Fire Marshall as mentioned below:
- a. The cul-de-sac bulb in “C” & “F” Street (the portion at the end of the cul-de-sac street which is wider than the cul-de-sac “neck” leading to it) shall be identified as a fire lane with red curbs or “Fire Lane—No Parking” signs. The markings/signage shall be per

- City of Perris Standards as outlined in the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development.
- b. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
 - c. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
50. All HOA and Open Space areas within TM 37722 shall conform to TM 37722 conceptual landscape plan and Green Valley Specific Plan to include but not limited to all amenities, walkways, wall and fences as depicted on conceptual landscape plans. All amenities, walkways, and wall and fences shall be included in the on-site landscape plans.
51. All detention basins within TM 37722 shall include decorative wrought iron and pilasters to conform with the conceptual landscape plans and Green Valley Specific Plan.
52. **Wall and Fencing.** The wall and fencing for the perimeter and interior property lines shall comply with the requirements identified in the Green Valley Specific Plan Design Guidelines and conceptual landscape plans. Split-face block walls shall be used for all returns between residences and along all side yards adjacent to a street. All graffiti shall be removed by 48 hours.
53. **Trailhead Markers (DG trail).** Trailhead Markers shall be constructed at points where a trail connects to a roadway or intersection in accordance with the Green Valley Specific Plan Design Guidelines.
54. **Neighborhood Entry Signage.** Neighborhood entry signage shall be constructed at the residential neighborhood entry points in accordance with the Green Valley Specific Plan Design Guidelines.
55. **HOA Open Space/Parks and Signage.** If applicable, the HOA Parks and Signage shall be constructed in accordance with the Green Valley Specific Plan Design Guidelines.

Conditions for TTM 37723:

56. **Building Conditions.** The project shall comply with all requirements of the Building Official as indicated in the conditions of approval dated August 18, 2019.
57. **Fire Marshall Conditions.** The project shall comply with all requirements of the Fire Marshall as mentioned below:
- a. The cul-de-sac bulb “G” Street (the portion at the end of the cul-de-sac street which is wider than the cul-de-sac “neck” leading to it) shall be identified as a fire lane with red curbs or “Fire lane – No Parking” signs. The markings/signage shall be per City of Perris Standards as outlined in the City of Perris Guidelines for Fire Department Access & Water Requirements for Commercial and Residential Development.
 - b. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
 - c. An all-weather fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
 - d. Blue reflective dots shall be placed in the roadway adjacent to each fire hydrant.
 - e. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.

- f. The permanent building addresses shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with the California Fire Code Section 505.1 for size and color.
- 58. All HOA and Open Space areas within TM 37723 shall conform to TM 37723 conceptual landscape plan and Green Valley Specific Plan to include but not limited to all amenities, walkways, walls and fences as depicted on conceptual landscape plans. All amenities, walkways, walls and fences shall be included in the on-site landscape plans and Green Valley Specific Plan.
- 59. All detention basins within TM 37723 shall include decorative wrought iron and pilasters to conform with the conceptual landscape plans.
- 60. **Wall and Fencing.** The wall and fencing for the perimeter and interior property lines shall comply with the requirements identified in the Green Valley Specific Plan Design Guidelines and conceptual landscape plans. Split-face block walls shall be used for all returns between residences and along all side yards adjacent to a street. All graffiti shall be removed by 48 hours.
- 61. **Trailhead Markers (DG trail).** Trailhead Markers shall be constructed at points where a trail connects to a roadway or intersection in accordance with the Design Guidelines by the 75th permit.
- 62. **Neighborhood Entry Signage.** Neighborhood entry signage shall be constructed at the residential neighborhood entry points in accordance with the Green Valley Specific Plan Design Guidelines.
- 63. **HOA Open Space/Parks and Signage.** If applicable, the HOA Parks and Signage shall be constructed in accordance with the Green Valley Specific Plan Design Guidelines.

Conditions for TTM 37816 and DPR20-00005:

- 64. **Building Conditions.** The project shall comply with all requirements of the Building Official as indicated in the conditions of approval dated April 27, 2020.
- 65. **Fire Marshall Conditions.** The project shall comply with all requirements of the Fire Marshall as mentioned below:
 - a. Provide a fire flow report from the hydrant closest to the property. A City of Perris Water Availability/Fire Flow Form shall be completed. The form can be obtained from the City of Perris Development Services Department. The fire flow report shall have been completed within the last 12 months. Once the type of construction and area have been provided, the fire flow requirement can be determined.
 - b. Prior to issuance of grading permits a fire department access plan shall be submitted to the City of Perris for review and approval. The fire department access plan shall comply with the requirements specified by the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5.
 - c. A fire department access road complying with CFC Chapter 5 and the approved fire department access plan shall be installed prior to building construction.
 - d. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.

- e. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.
 - f. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
 - g. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
- 66.** All HOA and Open Space areas within TM 37816 shall conform to TM 37816 conceptual landscape plan and Green Valley Specific Plan to include but not limited to all amenities, walkways, wall and fences as depicted on conceptual landscape plans. All amenities, walkways, and wall and fences shall be included in the on-site landscape plans.
- 67.** All detention basins within TM 37816 shall include decorative wrought iron and pilasters to conform with the conceptual landscape plans and Green Valley Specific Plan.
- 68. Wall and Fencing.** The wall and fencing for the perimeter and interior property lines shall comply with the requirements identified in the Green Valley Specific Plan Design Guidelines and conceptual landscape plans. Split-face block walls shall be used for all returns between residences and along all side yards adjacent to a street. All graffiti shall be removed by 48 hours.
- 69. Neighborhood Entry Signage.** Neighborhood entry signage shall be constructed at the residential neighborhood entry points in accordance with the Green Valley Specific Plan Design Guidelines.
- 70. HOA Open Space/Parks and Signage.** If applicable, the HOA Parks and Signage shall be constructed in accordance with the Green Valley Specific Plan Design Guidelines.

Conditions for TTM 37817 and DPR20-00003:

- 71. Building Conditions.** The project shall comply with all requirements of the Building Official as indicated in the conditions of approval dated March 5, 2020.
- 72. Fire Marshall Conditions.** The project shall comply with all requirements of the Fire Marshall as mentioned below:
- a. Prior to the issuance of a grading permit provide a fire flow report from the hydrant closest to the property. A City of Perris Water Availability/Fire Flow Form shall be completed. The form can be obtained from the City of Perris Development Services Department. The fire flow report shall have been completed within the last 12 months.
 - b. Prior to issuance of grading permits a fire department access plan shall be submitted to the City of Perris for review and approval. The fire department access plan shall comply with the requirements specified by the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5.
 - c. A fire department access road complying with CFC Chapter 5 and the approved fire department access plan shall be installed prior to building construction.
 - d. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.

- e. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.
 - f. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
 - g. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code § 505.1 for size and color.
73. All HOA and Open Space areas within TM 37817 shall conform to TM 37817 conceptual landscape plan and Green Valley Specific Plan to include but not limited to all amenities, walkways, wall and fences as depicted on conceptual landscape plans. All amenities, walkways, and wall and fences shall be included in the on-site landscape plans.
74. All detention basins within TM 37817 shall include decorative wrought iron and pilasters to conform with the conceptual landscape plans and Green Valley Specific Plan.
75. **Wall and Fencing.** The wall and fencing for the perimeter and interior property lines shall comply with the requirements identified in the Green Valley Specific Plan Design Guidelines and conceptual landscape plans. Split-face block walls shall be used for all returns between residences and along all side yards adjacent to a street. All graffiti shall be removed by 48 hours.
76. **Neighborhood Entry Signage.** Neighborhood entry signage shall be constructed at the residential neighborhood entry points in accordance with the Green Valley Specific Plan Design Guidelines.
77. **HOA Open Space/Parks and Signage.** If applicable, the HOA Parks and Signage shall be constructed in accordance with the Green Valley Specific Plan Design Guidelines.

Conditions for TTM 37818 and DPR20-0006:

78. **Building Conditions.** The project shall comply with all requirements of the Building Official as indicated in the conditions of approval dated December 3, 2020.
79. **Fire Marshall Conditions.** The project shall comply with all requirements of the Fire Marshall as mentioned below:
- a. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
 - b. All required fire hydrants shall be installed and operational prior to building construction.
 - c. All fire hydrants shall remain operational during construction.
 - d. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.
 - e. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
 - f. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.
 - g. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street

fronting the property and comply with California Fire Code Section 505.1 for size and color.

80. All HOA and Open Space areas within TM 37818 shall conform to TM 37818 conceptual landscape plan and Green Valley Specific Plan to include but not limited to all amenities, walkways, wall and fences as depicted on conceptual landscape plans. All amenities, walkways, and wall and fences shall be included in the on-site landscape plans.
81. All detention basins within TM 37818 shall include decorative wrought iron and pilasters to conform with the conceptual landscape plans and Green Valley Specific Plan.
82. **Wall and Fencing.** The wall and fencing for the perimeter and interior property lines shall comply with the requirements identified in the Green Valley Specific Plan Design Guidelines and conceptual landscape plans. Split-face block walls shall be used for all returns between residences and along all side yards adjacent to a street. All graffiti shall be removed by 48 hours.

Prior to Issuance of Occupancy Permits for all tracts:

83. **Disclosure Avigation Easement.** Developer shall record a disclosure on each lot and provide a disclosure to the purchaser of each lot that the project is within March Air Reserve Base influence area and Perris Valley Airport influence area. A similar disclosure shall be made in recognition of potential noise impacts from March Air Reserve Base and the avigation easement granted to the City of Perris and to the March Inland Port Airport Authority. This disclosure shall conform to the Airport Land Use Commission approval.
84. **Disclosure Statements for Dam Inundation.** Developer shall record a disclosure on each lot and provide a disclosure to the purchaser of each lot that the project is within a dam inundation area and is subject to flooding in the event of a dam failure and shall provide an acknowledgement of this disclosure by each purchaser to the City.
85. **Disclosure Statements for Wastewater Treatment Plant.** Developer shall record a disclosure on each lot and provide a disclosure to the purchaser of each lot that the project is in proximity to an existing Wastewater Treatment Plant and shall provide an acknowledgement of this disclosure by each purchaser to the City.
86. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all Conditions of Approval have been met.
87. **Detention Basins and Storm Drain Facilities.** All enclosed detention basins or storm drain facilities shall have decorative wrought iron fencing with decorative pilasters every 100' feet around the perimeter per the conceptual landscape plan for each six (6) tract maps.
88. **The net loss in the unit count.** When the remainder of the Specific Plan is entitled, an

increase in density will be required along the east side of Murrieta Road north of Watson Road.

- 89. Active Transportation Plan.** All tracts are subject to the requirements of the City of Perris Active Transportation Plan.

End of conditions



CITY OF PERRIS

STUART E. MCKIBBIN, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1396
December 11, 2020
TM 37223
Green Valley Specific Plan
Lots 35 & 36 – TM 24648 – MB 226/90

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer/property owner provides the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and their omission may require the site plan to be resubmitted for further consideration. These ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

In the event of a conflict between any conditions stated below, those imposed by Planning Department and others and requirements identified in the approved Traffic Impact analysis, the most stringent in the opinion of the City shall prevail.

General Conditions:

1. The projects grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.
2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.

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

3. Development of Tract Map 37223 shall comply with all underlying approved Conditions of Approval for the Green Valley Specific Plan.
4. All previously conditioned improvements for Phase 1 and Phase 2 of the Green Valley Specific Plan, as approved by Planning Commission at the July 19, 2017 meeting shall be completed.

Prior to Recordation of the Final Map:

5. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.
6. Relinquish and waive rights of access to and from Murrieta Road, Green Valley Parkway and Watson Road on the Final Map other than the two openings on Green Valley Parkway and the two openings on Watson Road as delineated on the approved Tentative Tract Map.
7. Property line corner cut backs shall be dedicated per County of Riverside Standard No. 805.
8. All easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies and shall continue in force until the City or the appropriate agency accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the City Engineer.
9. The following statement shall be added to the Final Map:

NOTICE OF DRAINAGE FEES. Notice is hereby given that this property is located in the San Jacinto River Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483, et. Seq. of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the grading permit or building permit at the rate in effect at the time of issuance of the actual permit.
10. The developer/property owner shall made a good faith effort to acquire required offsite property interests, and if he or she should fail to do so, the developer/property owner shall, prior to submittal of the Final Map for recordation, enter into an agreement to complete the improvements. The agreement shall provide for payment by the developer/property owner of all costs incurred by the City to acquire the offsite property interests required in connection with the subdivision. Security of a portion of these costs shall be in the form of a cash deposit in the amount given in an appraisal report obtained by the developer/property owner (at developer/property owner cost).

The appraiser shall be approved by the City prior to commencement of the appraisal.

11. The developer/property owner shall sign the consent and waiver form to join the City's Lighting and Landscape Districts and City's Flood Control District as appropriate. The proposed streetlights and existing and proposed traffic signals shall be maintained by the City and cost paid by the developer/property owner through the said annexation.

Prior to Issuance of Grading Permit:

12. The project site is within the limits of FEMA 100-year flood plain. The tract shall be floodproofed by elevating the pads above the 100-year water surface elevation. The developer/property owner shall process the CLOMR.
13. The developer/property owner shall submit the following to the City Engineer for review and approval:
 - a. Onsite Grading Plan and Erosion Control Plan – Plans shall show the approved WDID No.
 - b. Street Improvement Plan
 - c. Traffic Signal Plan
 - d. Signing and Striping Plan
 - e. Final Drainage Plan, Hydrology and Hydraulic Report
 - f. Street Light Plan prepared by a Registered Electrical Engineer per City of Perris Standards; Street Lights shall be per City of Perris Safety Lighting Standards.
 - g. Final WQMP (for reference).

The design shall be in compliance with EMWD, RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

14. Traffic calming improvements to include but not limited to signing and striping and bulb-outs as recommended by the projects Traffic Engineer shall be installed throughout the development.
15. Drainage and Flood Control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District (RCFCD) and the City of Perris requirements and standards to include but not be limited to the following:
 - a. Onsite drainage facilities located outside of rights-of-way if required shall be constructed within dedicated drainage

easements. Any work within RCFCD right-of-way shall require their review and approval.

- b. All drainage facilities with the exception of nuisance drainage facilities, shall be designed to convey the 100-year storm runoff. At all new and all existing intersections, minimum 18-inch storm drain pipes and catch basins shall be installed and shall be connected to existing and proposed storm drain facilities.

16. The project site is located within the limits of San Jacinto River Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be paid as set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan".

Prior to issuance of Building Permit:

17. Submit Water and Sewer Plans to the City Engineer for review and approval – Fire Department and EMWD approvals of onsite and offsite water and sewer plans are required prior to the City Engineer's approval of the plan.

The dedication shall be offered to the public in perpetuity and shall be free from all encumbrances as approved by the City Engineer.

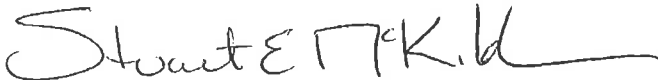
18. The developer/property owner shall submit a compaction certificate from the Soils Engineer in compliance with the approved geotechnical/soils report.

Prior to issuance of Certificate of Occupancy:

19. The developer/property owner shall file and process/obtain the LOMR.
20. Unless already installed by others, Traffic Signals shall be installed at the intersections of:
 - Goetz Road and Mapes Road prior to the 1st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
 - Ethanac Road and Green Valley Parkway prior to the 333rd cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
21. Fair share contribution shall be paid for Traffic Signals at the intersections of:
 - Perris Boulevard and 7th Street prior to the 1st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
 - Goetz Road and Ellis Avenue prior to the 1st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.

- Ethanac Road and Case Road/Barnett Road prior to the 333rd cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
 - Bonnie Drive at I-215 SB Interchange prior to the 751st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
 - Ethanac Road at I-215 NB Interchange prior to the 751st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
22. Murrieta Road (Secondary Arterial Highway – 136'/101') along the project frontage within the 136-foot full width dedicated right-of-way shall be improved to provide for a 14-foot wide raised landscaped median, 40-foot asphalt paving (using a TI of 9.5 and PG 64-10) east of the raised landscaped median, 40-foot to 47-foot asphalt (using a TI of 9.5 and PG 64-10) west of the raised landscaped median, 8-inch curb and gutter located 47-foot east of the centerline and 47-foot to 54-foot west of the centerline with 6-foot wide sidewalk and 6-foot wide decomposed granite trail and street lights.
 23. Power poles on Murrieta Road shall be removed and cables (under 66 kv) shall be undergrounded.
 24. Green Valley Parkway from Murrieta Road easterly to Ethanac Road including the 12-foot wide raised landscaped median, 6-foot wide sidewalk, 6-foot wide decomposed granite trail and street lights, shall be fully improved in compliance to Green Valley Parkway Backbone Street Improvement Plan.
 25. Watson Road (Local – 60'/40') from Murrieta Road to easterly of Lot 34 of Tract Map 24648 within the 60-foot full width dedicated rights-of-way shall be improved to provide for a 40-foot asphalt paving (using a TI of 5.5 and PG 64-10), 6-inch curb and gutter at 20 feet on both sides of the centerline with 6-foot wide sidewalk and street lights.
 26. Watson Road from easterly of Lot 34 of Tract Map 24648 to Case Road within the 55-foot dedicated right-of-way shall be improved to provide for a 36-foot asphalt paving (using a TI of 5.5 and PG 64-10), 6-inch AC berm at 16 feet north of the centerline and 6-inch curb and gutter at 20 feet south of the centerline with 6-foot wide sidewalk and street lights on the south side. Water quality provision shall be provided if applicable. This dedication would be on EMWD property and is encumbered by a SCE 25-foot wide easement.
 27. All interior streets (Local – 60'/40') along the project frontage within the 60-foot full width dedicated rights-of-way shall be improved to provide for a 40-foot asphalt paving (using a TI of 5.5 and PG 64-10), 6-inch curb and gutter and 20 feet on both sides of the centerline with 6-foot wide sidewalk and street lights.

28. Cul-de-sacs, offset cul-de-sacs and all knuckles shall be per County of Riverside Standard Nos. 800, 800A, and 801 respectively.
29. Access to "N" Street at Green Valley Parkway shall be restricted to right-in/right out and left-in only. A designated left turn lane shall be constructed on Green Valley parkway; length of the left turn pocket shall be determined by a Traffic Engineer as approved by the City Engineer.
30. Access to "P" Street shall be restricted to right-in/right-out and left-in only. A designated left turn lane shall be constructed on Green Valley parkway; length of the left turn pocket shall be determined by a Traffic Engineer as approved by the City Engineer.
31. The developer/property owner shall construct Romoland MDP Line A-13 Stage 1 pursuant to the Cooperative Agreement between City of Perris, RCFCD and Green Valley Recovery Acquisition LLC executed on November 17, 2020.
32. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.



Stuart E. McKibbin
City Engineer

SRC COMMENTS
***** BUILDING & SAFETY *****

Planning Case File No(s): TTM 37722 (19-05233)

Case Planner: Nathan Perez, at (951) 943-5003, ext. 279

Applicant: Matthew Villalobos, Raintree Investment Group

Location:
Northeast corner of Murrieta Road and Green Valley Parkway

Project:
A proposal to subdivide 25.61 acres into 104 residential lots within the Green Valley Specific Plan

APN(s): 330-150-017

Reviewed By: David J. Martinez, CBO

Date: 09/10/19

BUILDING & SAFETY

GENERAL CONDITIONS

1. Shall comply with the latest adopted edition of the following California Codes as applicable:

- A. 2016 California Building Code
- B. 2016 California Residential Code
- C. 2016 California Electrical Code
- D. 2016 California Mechanical Code
- E. 2016 California Plumbing Code
- F. 2016 California Energy Code.
- G. 2016 California Fire Code
- H. 2016 California Green Building Standards Code.

5. The Tract or Parcel map shall record prior to the issuance of any permits

7. Permits are required prior to the removal and/or demolition of structures.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

14. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this project:

- A. Precise grading plans shall be approved
- B. Rough grading completed
- C. Compaction certification
- D. Pad elevation certification

E. Rough grade inspection signed off

FIRE COMMENTS: WILL BE PROVIDED BY DENNIS GRUBB AND ASSOCIATES



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** November 8, 2022
- SUBJECT:** Approval of the Second Amendment to Appendix #8 (which provides for the maintenance of City streetlights) of the Amended and Restated Western Riverside Council of Governments Professional Service Agreement between the City of Perris, WRCOG, and Yunex LLC in order to extend the term of Appendix #8 by one year
- REQUESTED ACTION:** Council to approve the Second Amendment to Appendix #8 of the Above Referenced Professional Service Agreement between the City of Perris, WRCOG, and Yunex LLC in order to extend the term of Appendix #8 by one year and authorize the City Manager to execute the Second Amendment, subject to approval as to form by the City Attorney.
- CONTACT:** Bryant Hill, Director of Public Works
-

BACKGROUND/DISCUSSION:

On December 18, 2017, the City Council approved a Professional Service Agreement between the City of Perris, WRCOG, and Siemens, for the retrofit and ongoing maintenance of City-owned streetlights for a (5) five-year term with the option for additional extensions if agreed upon by all parties. In October of 2021, Amendment 1 to Appendix #8 of the Agreement was approved in order to transfer from Siemens to Yunex LLC for ongoing streetlight maintenance services. The Second Amendment to Appendix #8 of the Professional Services Agreement would extend the term by one year.

Staff is recommending Council approve the Second Amendment to Appendix #8, which would extend the term of the agreement for one year. In addition, a budget for repairs and maintenance of the streetlights has been set and approved by Council. The agreement's cost will be contingent on the services provided during the fiscal year.

BUDGET (or FISCAL) IMPACT: There will be no impact to the general fund. The cost of said agreement has been approved in the current year's budget for streetlight maintenance as well as the lighting districts (84-1).

Prepared by: Liset Hernandez, Public Works Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager WB

Deputy City Manager EL

- Attachments: 1. Second Amendment to Appendix #8
2. Original Professional Service Agreement

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



CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

**ATTACHMENT 1:
Second Amendment to Appendix #8**

**SECOND AMENDMENT TO
APPENDIX #8
City of Perris**

This Second Amendment to Appendix #8 the Amended and Restated Western Riverside Council of Governments Professional Service Agreement is made as of _____, 2022 by and between the **Western Riverside Council of Governments, a California public agency** ("WRCOG"), **Yunex LLC, a Delaware corporation** ("Yunex"), and the **City of Perris** ("Member Agency"). The WRCOG, Yunex, and Member Agency are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the WRCOG and Siemens Industry Inc., Intelligent Traffic Systems, a Delaware corporation ("Siemens Industry") entered into a Professional Services Agreement ("Original Agreement") on December 18, 2017.

WHEREAS, the WRCOG and Siemens Industry amended and restated the Original Agreement on March 27, 2018, to include additional language ("Agreement").

WHEREAS, the WRCOG, Siemens Industry, and Member Agency executed Appendix #8 to the Agreement ("Original Appendix") on June 27, 2018.

WHEREAS, the WRCOG and Siemens Industry entered into the First Amendment of the Agreement on November 22, 2019 to include the transfer and assignment of the Agreement from Siemens Industry to Siemens Mobility, Inc. ("SMI") and a CPI increase.

WHEREAS, the WRCOG, Siemens Industry, and Member Agency entered into the First Amendment on January 12, 2021 to amend the Original Appendix to include a CPI increase and the transfer and assignment of Appendix #8 from Siemens Industry to SMI.

WHEREAS, by letter dated May 26, 2021, SMI informed the WRCOG of the transfer of its intelligent transportation systems unit to Yunex, and requested the WRCOG's consent to the transfer of the Agreement to Yunex.

WHEREAS, the WRCOG and Yunex entered into the Second Amendment of the Agreement on _____, 2022 to extend the term of the Agreement ("Second Amendment to Agreement").

WHEREAS, the WRCOG, Yunex and Member Agency now wish to enter into this Second Amendment to incorporate extension of the Agreement, and extend the term of the Original Appendix.

TERMS

NOW, THEREFORE the parties enter into this Second Amendment to the Appendix:

1. Term: Incorporation of Second Amendment to Agreement: The term of the Original Appendix, as previously amended, shall continue in effect to December 1, 2023, concurrent with the extension of the term of the Agreement pursuant to the Second Amendment to Agreement, the provisions of which are incorporated herein by reference.
2. Modification: No alteration or variation of the terms of this Second Amendment to the Appendix shall be valid unless made in writing and signed by the parties hereto.
3. Continuation of Existing Provisions: Except as amended by this Second Amendment to the Appendix, all provisions of the Original Appendix, as previously amended, shall remain in full force and effect and shall govern the actions of the parties under this Second Amendment.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE TO
SECOND AMENDMENT TO
APPENDIX #8**

Dated this _____ of _____, 2022.

WRCOG

Yunex

By: _____
Kurt Wilson, Executive Director

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Best Best & Krieger LLP

By: _____
Name: _____
Its: _____

By: _____
General Counsel

Member Agency – City of Perris

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

ATTACHMENT 2:
Original Professional Service Agreement

**IMPLEMENTATION AGREEMENT BETWEEN THE WESTERN
RIVERSIDE COUNCIL OF GOVERNMENTS AND THE CITY OF PERRIS
TO IMPLEMENT THE MAINTENANCE AND REPAIR PROGRAM FOR
STREETLIGHTS**

This Implementation Agreement ("Agreement") is entered into as of _____, 2018 ("Effective Date") by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG"), a joint powers authority formed under Government Code sections 6500 et seq., and The City of PERRIS ("Member Agency"), a public agency formed under the laws of the State of California. WRCOG and the Member Agency are sometimes collectively referred to in this Agreement as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, various cities within Riverside County and the County of Riverside entered into a Joint Powers Agreement on April 1, 1991, as amended from time to time, to create WRCOG (the "JPA"); and

WHEREAS, Member Agency is a signatory to the JPA; and

WHEREAS, Article VIII of the JPA permits any WRCOG member agency, when authorized by the Executive Committee, to execute this Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare; and

WHEREAS, the JPA permits WRCOG, when authorized by an Implementation Agreement, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement; and

WHEREAS, over the course of 2016 and 2017, WRCOG negotiated a template purchase and sale agreement, and other associated agreements, with Southern California Edison ("SCE") to permit WRCOG's member agencies to acquire streetlights from SCE; and

WHEREAS, the Member Agency desires to acquire such streetlights from SCE and install, retrofit such lights with certain energy efficiency improvements; and

WHEREAS, the Member Agency intends to enter into that Equipment Lease/Purchase Agreement dated _____, 2018 (as amended, the "Lease Agreement") with Banc of America Leasing & Capital, LLC (together with its successors and assigns, "BALCAP") in order to finance the acquisition, installation and retrofitting of streetlights within its jurisdiction; and

WHEREAS, as a condition of such Lease Agreement, the Member Agency must properly maintain, repair and replace such streetlights during the term of the Lease Agreement; and

WHEREAS, WRCOG and Member Agency believe that economies of scale can be achieved if maintenance, repair, retrofitting and replacement services of streetlights were provided to several

of WRCOG's member agencies under one or more agreements which would be administered by WRCOG; and

WHEREAS, WRCOG member agencies have the common power to enter into an agreement for the maintenance, repair, retrofitting and replacement of streetlights in their jurisdictions and administer such agreement; and

WHEREAS, WRCOG and the Member Agency desire to enter into this Agreement in order to authorize WRCOG to enter into one or more agreements with third party providers for the provision of maintenance, repair, retrofitting and replacement services of streetlights on behalf of Member Agency within the Member Agency's jurisdiction and administer such agreements ; and

WHEREAS, the Executive Committee of WRCOG and the City Council of the Member Agency have each authorized WRCOG and the City Council, respectively, to enter into this Agreement; and

WHEREAS, WRCOG, the Member Agency, Wilmington Trust, National Association (together with any successor paying agent, the "Paying Agent"), and BALCAP will enter into a Paying Agent Agreement dated _____, 2018 (as in order to facilitate the orderly distribution of payments required under this Implementation Agreement and the Lease Agreement (as amended, "Paying Agent Agreement")); and

WHEREAS, the Member Agency, Wilmington Trust, National Association, as escrow agent, and BALCAP will enter into an Escrow and Account Control Agreement to fulfill the deposit requirements under the Lease Agreement (as amended, "Escrow Agreement").

NOW, THEREFORE, the Parties hereby understand and agree as follows:

AGREEMENT

1. Maintenance, Repair, and Access

1.1 WRCOG shall enter into an agreement (the "Professional Services Agreement") for the provision of retrofitting services and regular maintenance and repair services for those streetlights listed in Exhibit A (the "Services"), attached hereto and incorporated herein located in Member Agency's jurisdiction. Maintenance and repair activities shall consist of repair of electrical wiring and light fixtures, replacement of burned-out lamps, repair and replacement of damaged equipment caused by auto accidents and vandalism, and marking the location of underground electrical conduits for the Dig Alert: Underground Service Alert program, as needed. So long as the Lease Agreement is in effect and not later than three months prior to the termination of any such Professional Services Agreement, WRCOG shall either: (a) renew the Professional Services Agreement; or (b) enter into a Professional Services Agreement with a new vendor.

1.2 In addition, WRCOG shall enter into an agreement (the "Equipment Purchase Agreement") for the purchase of all equipment associated with the Services.

1.3 In addition to the Services, WRCOG shall enter into a future agreement (the "Re-lamping Services Agreement") to provide capital replacement services for such streetlighting, otherwise known as "Re-lamping Services." Re-lamping Services may be provided under the Professional Services Agreement, through amendment to the Professional Services Agreement, or through a separate agreement.

1.4 WRCOG shall cause the Services to be performed to conduct activities on an as required basis. Non-emergency and emergency maintenance may be performed at Member Agency's request, but will be subject to the provisions of Section 4 of this Agreement.

1.5 WRCOG shall provide streetlight system reviews and reports including a summary of system activities on an annual basis.

1.6 In order for the contractors to perform the Services and Re-lamping Services, Member Agency hereby grants to WRCOG a no-cost license and right to access the streetlights and adjacent Member Agency properties and rights-of-way for the sole purpose of performing the services under this Agreement. This license and right-of-access shall run concurrently with the Agreement. Notwithstanding the foregoing, WRCOG will require its contractors performing the Services and Re-lamping Services to follow each Member Agency's encroachment and right-of-way access procedures. In complying with these procedures, Member Agency shall not charge the contractors a fee and will not unreasonably delay or deny the contractors access to the streetlights and adjacent Member Agency properties and rights-of-way.

1.7 Member Agency understands and agrees that WRCOG intends to retain one or more contractor (or contractors) for the performance of the Services and the Re-lamping Services. WRCOG shall take all necessary steps to ensure Member Agency holds the right to enforce the terms of WRCOG's agreement with said contractor (or contractors) as it pertains to the Services and the Re-lamping Services rendered in Member Agency's jurisdiction. In retaining said contractor(s), WRCOG shall comply with all applicable laws, including any applicable public bidding requirements.

1.8 Insurance.

WRCOG shall require that its contractors or subcontractors retained for the Services in furtherance of WRCOG's performance of its obligations under this Agreement ("Contractor(s)") shall procure and maintain, at their sole cost and expense during the entire term of any agreement including any extension thereof, the following minimum policies of insurance:

- (a) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) Automobile Liability: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (b) **Minimum Limits of Insurance.** Contractors shall maintain limits no less than: (1) General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with

general aggregate limit is used, either the general aggregate limit shall apply separately to any such agreement between WRCOG and the Contractor/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$5,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$5,000,000 per accident for bodily injury or disease.

- (c) Professional Liability. Contractors shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to any agreement between WRCOG and the Contractor and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractors. "Covered Professional Services" as designated in the policy must specifically include work performed under such agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.
- (d) Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractors shall provide endorsements on forms supplied or approved by WRCOG to add the following provisions to the insurance policies:
 - (1) General Liability.
 - (i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this such agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.
 - (ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement between WRCOG and the Contractor.
 - (iii) The policy shall give WRCOG, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
 - (iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from WRCOG's or any Member Agency's insurance or self-insurance and shall be at least

as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(2) Automobile Liability.

- (i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, its Member Agency, and WRCOG's and its Member Agency' directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractors or for which the Contractors are responsible, and (2) the insurance coverage shall be primary insurance as respects WRCOG, its Member Agency, and WRCOG's and its Member Agency' directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its Member Agency, and WRCOG's and its Member Agency' directors, officials, officers, employees, agents and volunteers shall be excess of the Contractors's insurance and shall not be called upon to contribute with it in any way.

(3) Workers' Compensation and Employers Liability Coverage.

- (i) Each Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under the Agreement between WRCOG and the Contractor.
- (ii) The insurer shall agree to waive all rights of subrogation against WRCOG, its Member Agency, and WRCOG's and its Member Agency' directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(4) All Coverages.

- (i) Defense costs shall be payable in addition to the limits set forth hereunder.
- (ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

- (iii) The limits of insurance required in any agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of WRCOG and each Member Agency (if agreed to in a written contract or agreement) before WRCOG's or any Member Agency's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).
- (iv) Contractors shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by the agreement, except that the Contractor shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of the agreement, the Contractor shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to WRCOG at least ten (10) days prior to the effective date of cancellation or expiration.
- (v) The retroactive date (if any) of each policy is to be no later than the effective date of the agreement with the Contractor. Contractor shall maintain such coverage continuously for a period of at least three years after the completion of the work under the agreement. Contractor shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of the agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of the agreement.
- (vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by WRCOG, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the agreement with the contractor, including but not limited to, the provisions concerning indemnification.
- (vii) If at any time during the life of the agreement with the Contractor, any policy of insurance required under such agreement does not comply with these specifications or is canceled and not replaced, WRCOG and the applicable Member Agency(ies) have the right but not the duty to obtain the insurance they deems necessary and any premium paid by WRCOG and the applicable Member Agency(ies) will be promptly reimbursed by Contractor or WRCOG (and the applicable Member Agency(ies)) will withhold amounts sufficient to pay premium from

Contractor payments. In the alternative, WRCOG may cancel the agreement with the Contractor. WRCOG may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.

- (viii) Neither WRCOG, its Member Agencies, nor WRCOG's or its Member Agencies' directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of the agreement with the Contractor.
- (e) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to WRCOG, its Member Agency, and WRCOG's and its Member Agency directors, officials, officers, employees, agents and volunteers.
- (f) Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WRCOG. Contractor shall guarantee that, at the option of WRCOG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- (g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to WRCOG and the applicable Member Agency.
- (h) Verification of Coverage. Contractor shall furnish WRCOG and the applicable Member Agency with original certificates of insurance and endorsements effecting coverage required by the agreement with Contractor on forms satisfactory to WRCOG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.
- (i) Subconsultant Insurance Requirements. Contractor shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to WRCOG that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, employees, agents and volunteers as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Contractor, WRCOG may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

1.9 Indemnification.

WRCOG shall cause Contractors responsible for the performance of the Services to defend, indemnify and hold the WRCOG, its Member Agency, and WRCOG's and its Member Agency' officials, officers, consultants, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or the Agreement between WRCOG and the Contractor, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Member Agency, and WRCOG's and its Member Agency' directors, officials, officers, consultants, employees, agents or volunteers. Contractors shall pay and satisfy any judgment, award or decree that may be rendered against WRCOG, its Member Agency, and WRCOG's and its Member Agency' directors, officials, officers, consultants, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractors shall reimburse WRCOG, its Member Agency, and WRCOG's and its Member Agency' directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractors's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Member Agency, and WRCOG's and its Member Agency' directors, officials, officers, consultants, employees, agents or volunteers. WRCOG shall ensure that the indemnification survives the expiration or termination of any agreement with the Contractors. Notwithstanding the foregoing, WRCOG may include a provision in any agreement with the Contractors noting that, to the extent the Services are subject to Civil Code Section 2782.8, the indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractors.

1.10 Surety Bonds.

For the Services, WRCOG shall secure from its Contractor(s), a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State of California, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to the applicable Member Agency as a co obligee in a sum equal to the entire amount to become payable under the agreement with its Contractor(s) for the applicable Member Agency. Each bond shall be conditioned on the completion of the Services for the applicable Member Agency and upon payment of all claims of subcontractors and suppliers. WRCOG shall cause the Contractor to require the surety company to add WRCOG and BALCAP as a co obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to WRCOG and BALCAP promptly upon receipt thereof by the Contractor. WRCOG shall promptly thereafter share a copy with the applicable Member Agency. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Contractor(s)'s obligations in accordance with the related agreement(s) and, if for whatever reason such proceeds are not so applied, then first to amounts due BALCAP under Section 4.05 and 7.04 of the Lease Agreement, and any remaining amounts shall be payable to the applicable Member Agency.

2. Member Agency Payments

2.1 The Member Agency shall make all payments in the amounts and at the times as required in the Paying Agent Agreement. Payments shall be made by the Member Agency to the fund established under the Paying Agent Agreement entitled Perris Equipment Lease/Purchase Agreement, Account No. _____" (the "Collection Fund") by wire transfer as follows:

**Wire instructions for
WRCOG
Regional Streetlight Program**

**Manufacturers & Traders Trust Company
Wilmington, DE
ABA #031100092
A/C #1001
Ref: WRCOG Regional Streetlight Program
Attn: Corporate Trust**

2.2 The Member Agency shall pay all Rental Payments due under the Lease Agreement to the Paying Agent (for deposit into Collection Fund and further deposit into the Rental Payment Subaccount) at the times and in the amounts required in the Paying Agent Agreement, including Annex I attached thereto (and in any event no later than required under the Lease Agreement).

2.3 The Member Agency shall pay all fees, costs or expenses due and owing to the Paying Agent under the Paying Agent Agreement including in accordance with the column titled "Paying Agent Fee Subaccount" on Annex I attached thereto, together with any past due amounts due to the Paying Agent thereunder, to the Paying Agent for deposit into the Collection Fund and for further distribution as provided in the Paying Agent Agreement.

2.4 Member Agency shall make payments in an amount sufficient to pay the amount of the administrative fees due and payable to WRCOG under this Agreement at the times and in the amounts as required by the Paying Agent Agreement and in accordance with the column titled "Administrative Fee Subaccount" on Annex I attached thereto, together with any past due administrative fee amounts owing to WRCOG, to the Paying Agent for deposit into the Collection Fund and for further distribution as provided in the Paying Agent Agreement.

2.5 Member Agency shall make payments owing with respect to Services provided by WRCOG under Section 1.1 hereof, at the times and in the amounts as required by the Paying Agent Agreement and accordance with the column titled "Annual Maintenance Subaccount" on Annex I attached to the Paying Agent Agreement, *plus* any amounts due and unpaid with respect to Services performed, to the Paying Agent for deposit into the Collection Fund and for further distribution as provided in the Paying Agent Agreement.

2.6 The Member Agency shall make payments for Re-lamping Services to the Paying Agent at the times and in the amounts as required by the Paying Agent Agreement and accordance with the column titled "Re-lamping Reserve Subaccount" on Annex I attached to the Paying Agent

Agreement, *plus* any amounts due and unpaid with respect to Re-lamping Services performed, to the Paying Agent for deposit into the Collection Fund and for further distribution as provided in the Paying Agent Agreement. In the event of a deficiency in the Re-lamping Reserve Subaccount to make payment on any of amounts due for fees and costs associated with the Re-lamping Services for the Member Agency, the Member Agency shall deposit with the Paying Agent for deposit into the Collection Fund and for further distribution as provided in the Paying Agent Agreement an amount equal to the deficiency in the Re-lamping Reserve Subaccount.

2.7 The Member Agency hereby grants WRCOG the authority to provide the Paying Agent with instructions on requisitions from the Administrative Fee Subaccount, the Annual Maintenance Subaccount and the Re-lamping Reserve Subaccount. WRCOG shall maintain records of payment relating to expenditures from such funds and subaccounts and make such records available to the Member Agency upon request.

2.8 The Member Agency and WRCOG acknowledges that if insufficient funds are appropriated to make payments pursuant to the Lease Agreement or any payments required pursuant to this Agreement, the Paying Agent shall distribute funds from the Collection Fund as follows:

First, deposit moneys into the Rental Payment Subaccount to exclusion of all the other subaccounts until there exists in the Rental Payment Subaccount funds sufficient to pay all Rental Payments then past due and owing *plus* an amount sufficient to pay all Rental Payments then due and owing *plus* an amount sufficient pay the sum of the Rental Payment Interest Portion *plus* the Rental Payment Principal Portion coming due on the next succeeding Payment Date as reflected on Annex I of the Paying Agent Agreement, *plus* any past due amounts and interest thereon, fees, costs, expenses and any other amounts due to Lessor under the Lease Agreement or any related agreement;

Second, after all amounts required to be deposited into the Rental Payment Subaccount have been deposited in full, deposit moneys into the Paying Agent Fee Subaccount to the extent available;

Third, after all amounts required to be deposited into the Rental Payment Subaccount and the Paying Agent Fee Subaccount have been deposited in full, deposit moneys into the Administrative Fee Subaccount to the extent funds are available;

Fourth, after all amounts required to be deposited into the Rental Payment Subaccount, the Paying Agent Fee Subaccount and the Administrative Fee Subaccount have been deposited in full, deposit moneys to the Annual Maintenance Subaccount to the extent available;

Fifth, after all amounts required to be deposited into the Rental Payment Subaccount, the Paying Agent Fee Subaccount, the Administrative Fee Subaccount and the Annual Maintenance Subaccount have been deposited in full, deposit amounts in the Re-lamping Reserve Subaccount to the extent available.

Each subaccount shall be as described in the Paying Agent Agreement.

2.9 Notwithstanding anything to the contrary herein, so long as Member Agency transmits the amounts due hereunder to the Paying Agent by the respective due dates, Member Agency's

obligation with respect to such due amounts shall be satisfied. Member Agency shall not be liable in any way for failure or delay by the Paying Agent to transfer such amounts to the proper recipients.

3. Initial Cut-Over Process and Installation of LED Lights

Upon transfer of the streetlights to the Member Agency, pursuant to the Pole Agreement, WRCOG shall coordinate and manage the cut-over process involving the removal of SCE tags and replacement with new tags for tracking purposes. WRCOG shall also coordinate and manage the retrofitting of the streetlights identified in Section 1 of this Agreement with Member Agency-approved LED luminaires. The costs associated with this process shall be paid by Member Agency as a Transition Cost or Severance Cost (each as defined in the Pole Agreement, as defined in the Lease Agreement) through disbursements (approved by BALCAP) from the escrow account established in accordance with the Escrow Agreement.

4. Emergency Maintenance

WRCOG shall perform, only at the express request of the Member Agency, emergency maintenance activities for the streetlights identified in Section 1 of this Agreement. Emergency maintenance performed under the Services Agreement pursuant to this Section shall be charged to Member Agency directly on a reasonable time and materials basis. When emergency maintenance services are provided hereunder, WRCOG shall submit to Member Agency a monthly invoice by the 15th of the month immediately following the month in which the services were performed. Member Agency shall then pay said invoice in full within thirty (30) days following its receipt of the invoice.

5. Term, Termination, and Default

5.1 This Agreement shall commence on the Effective Date set forth above and continue in perpetuity unless and until otherwise modified or terminated by any Party under the terms of this Agreement.

5.2 Upon an event of non-appropriation pursuant to Section 5.3 hereof or written notice of not less than one fiscal year, either Party may terminate this Agreement without cause. Termination shall not relieve the Party of its proportionate share of any debts or other liabilities incurred under this Agreement prior to the effective date of the Party's notice of termination. Any termination of this Agreement shall be subject to Section 9.02 of the Lease Agreement.

5.3 If any payment due from Member Agency is not received by WRCOG when due, the Member Agency shall pay an administrative late charge of five percent (5%) of the amount paid or the maximum amount permitted by law, whichever is less. Member Agency's obligations to provide payments under this Agreement is subject to Member Agency's annual budget process and the making of necessary budget appropriations in the fiscal year in which Member Agency would pay the obligations. In the event the governing body of the Member Agency does not make a budgetary appropriation for the payments under this Agreement for an upcoming fiscal year, Member Agency shall notify WRCOG within 5 days of such decision to not appropriate, and this Agreement shall be terminated as of the commencement on such upcoming fiscal year.

5.4 So long as this Agreement is not terminated pursuant to Section 5.3 hereof, if any payment due from Member Agency under this Agreement is not received by WRCOG within 10 days

of the due date, the amount shall bear interest at 5.00% annually. The Parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that WRCOG will incur by reason of a late payment by Member Agency. Acceptance of any late payment charge shall not constitute a waiver from exercising any of the other rights and remedies available to WRCOG under this Agreement, at law or in equity, including, but not limited to, any interest charges imposed herein. Furthermore, if Member Agency has not made any payment due under this Agreement within thirty (30) days following the due date, WRCOG may terminate this Agreement for cause. Termination of this Agreement by WRCOG for cause shall not relieve Member Agency of its proportionate share of any debts or other liabilities incurred under this Agreement prior to the effective date of the WRCOG's notice of termination.

6. **Environmental Review**

WRCOG shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required under this Agreement.

7. **Cooperative Effort**

Member Agency shall cooperate with WRCOG by providing information and other assistance in order for WRCOG to meet its obligations hereunder.

8. **Miscellaneous Provisions**

8.1 **Notice.** Any and all communications and/or notices in connection with this Agreement shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

WRCOG:

Western Riverside Council of Governments
3390 University Ave Suite 450
Riverside, CA 92501-3609
Attn: Executive Director

MEMBER AGENCY:

City of Perris
City Clerk's Office
101 N. D Street
Perris, CA 92570
Attn: City Clerk

8.2 **Entire Agreement.** This Agreement, together with the JPA and WRCOG By-laws, constitutes the entire agreement among the Parties. This Agreement supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party

acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

8.3 Successors and Assigns. This Agreement and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this Agreement with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8.4 Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

8.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, as applicable. Venue shall be in Riverside County.

8.6 No Third Party Beneficiaries. This Agreement shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damages under the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

8.7 Severability. In the event one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this Agreement and the remaining parts of this Agreement shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this Agreement.

8.8 Headings. The paragraph headings used in this Agreement are for the convenience of the Parties and are not intended to be used as an aid to interpretation.


8.9 Amendment. This Agreement may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this Agreement shall be of no effect. Any amendment of this Agreement shall be subject to Section 9.02 of the Lease Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Agreement to be in effect as of the date last signed below.

WRCOG:
Western Riverside Council of Governments

MEMBER AGENCY:
City of Perris

By: _____
Executive Director

By: 
Richard Belmudez, City Manager

Date: _____

Date: 10/9/19


ATTEST:

By: 
Nancy Salazar, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
General Counsel

By: 
Eric L. Dunn, City Attorney

8.7 Severability. In the event one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this Agreement and the remaining parts of this Agreement shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this Agreement.

8.8 Headings. The paragraph headings used in this Agreement are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

8.9 Amendment. This Agreement may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this Agreement shall be of no effect. Any amendment of this Agreement shall be subject to Section 9.02 of the Lease Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Agreement to be in effect as of the date last signed below.

WRCOG
Western Riverside Council of Governments

Member Agency
Perris

By: 
Executive Director

By: _____
Richard Belmudez, City Manager

Date: October 11, 2018

Date: _____

ATTEST:

By: _____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
General Counsel

By: _____
City Attorney



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 8, 2022

SUBJECT: D Street: San Jacinto Avenue to I-215 On/Off Ramps Study (CIP# S117)

REQUESTED ACTION: Approve the Contract Service Agreement with Advanced Mobility Group for \$48,380 and authorize the City Manager to Execute the agreement.

CONTACT: Stuart McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION:

The City of Perris is currently in the design phase of the Civic Center Phase 2 Project CIP# F055 and the Foss Field Park Renovation and Expansion Project CIP# P058. Due to the expansion of the park and civic center offsite improvements such as a traffic signal on D Street may be necessary to improve circulation within the campus and to enter and exit safely on D Street.

Staff sent out requests for proposals (RFPs) to Advanced Mobility Group (AMG), TJW Engineering, Inc., and Albert A. Webb Associates. The proposals submitted via direct correspondence were scored, and AMG was selected at a cost of \$48,380. AMG has worked on and completed many projects for the city in the past, and engineering has a good working relationship with them and is very satisfied with their work. The corridor safety study has been presented to the Public Works Committee and received their approval. The services provided will be traffic data collection, traffic forecasting, level of services analysis, collision analysis, and recommend a conceptual design for the corridor.

The City has received a federal grant to design and build the Foss Field Park Renovation but the federal grant does not allow for off site improvements. Therefore, the study and any recommended improvements will be funded with Transportation DIF funds as shown in the attached CIP Detail Sheet for Citywide Safety Improvements CIP# S-117. Staff recommends council to approve the Contract Services Agreement with Advanced Mobility Group; and authorize the City Manager to execute the agreement.

BUDGET (or FISCAL) IMPACT: Adopted Capital Improvements Program Sheet S-117 identifies adequate funds to cover the cost of the engineering services.

Prepared by: Ryan Traylor, Assistant Engineer

REVIEWED BY:

City Attorney _____

Assistant City Manager MP

Deputy City Manager ER

Attachments:

1. Vicinity Map
2. CIP Detail Sheet S-117
3. Contract Service Agreement for Professional Services

Consent: Yes

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

[Vicinity Map]

D STREET: SAN JACINTO AVE. TO I-215 ON/OFF RAMP STUDY

VICINITY MAP



LEGEND:
 PROJECT LOCATION



ATTACHMENT 2

[CIP Detail Sheet S-117]

ATTACHMENT 3

[Contract Service Agreement for Professional Services]

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
(CIP# S117 || P8-1195)

PROFESSIONAL SERVICES FOR THE D STREET: SAN JACINTO AVE. TO I-215 ON/OFF RAMPS

This Contract Services Agreement ("Agreement"), is made and entered into this 5th day of October, 2022, by and between the City of Perris, a municipal corporation ("City"), and Advanced Mobility Group, 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 FORTY-EIGHT THOUSAND THREE HUNDRED EIGHTY dollars (\$48,380) ("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 June 30th, 2023.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Christopher Thnay, PE, AICP 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 Professional Liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

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

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

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

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

5.2 Indemnification.

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

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

6.0 RECORDS AND REPORTS

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

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

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

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

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

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

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

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

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Michael M. Vargas, Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Robert Khuu, City Attorney

"CONSULTANT"
Advanced Mobility Group, a California Corporation

By: Joy Bhattacharya
Signature
Joy Bhattacharya, Vice President

Print Name and Title

By: Beth Clement
Signature
Beth Clement, Corporate Board Secretary

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

Attached



Project Understanding and Approach

PROJECT UNDERSTANDING

The City of Perris is seeking proposals from qualified consultants for traffic engineering services to perform a traffic study along D street, from San Jacinto Avenue, north to the on/off ramps of the I-215 Freeway.

Traffic Study Objectives:

- ▶ Determine the most efficient and safe configuration of medians, ingress/egress locations, travel lanes, and traffic control devices along the major corridor.
- ▶ Recommend the best location to install a traffic signal with the Foss Field Park project.
- ▶ Determine future traffic volume based on the full development of the Civic Center, Foss Field Park, and future volumes based on the General Plan projections.

Proposed Scope of Services

TASK 1 – PROJECT MANAGEMENT AND COORDINATION

AMG will schedule a kick-off meeting with the City to clearly identify and discuss project objectives, scope, schedule, and budget. This meeting will include establishing points of contact, review of critical path items, developing a work plan and schedule, identification of standards and guidelines, and communication of expectations for the project. AMG will continue to set up and manage the project, attend team meetings, and provide continuous coordination with the City. AMG will perform quality assurance and quality control prior to each milestone submittal and in conformance to City Standards. AMG's Project Manager will act as the single point of contact to coordinate the project with the City and will provide project updates to the City on a bi-weekly basis throughout the entire project duration.

Services under this task will include the following:

- ▶ Kick-off Meeting coordination and attendance
- ▶ Design/coordination meetings with City
- ▶ File setup maintenance, management, and sharing
- ▶ QA/QC reviews prior to making milestone submittals to City
- ▶ Monitoring the project budget



- ▶ Project schedule with key milestones
- ▶ Monthly invoices
- ▶ Data Collection by AMG
- ▶ Data to be provided by City of Perris

AMG will request the following items from the City prior to the kick-off meeting to better understand available information, identify needs and develop a streamlined approach for all tasks involved in the project:

- ▶ Collision Data (recent five years SWITRS etc.)
- ▶ Historical Traffic Count Data
- ▶ Relevant Studies
- ▶ On-going and Planned Projects
- ▶ Access (if available) to any traffic and pedestrian data sharing agencies such as StreetLight and Replica Data to avoid additional data collection costs.

Deliverables: Meeting Agendas and Minutes, QA/QC Reviews, Schedule Updates, Invoices

TASK 2 – DATA COLLECTION/TRAFFIC FORECAST

Based on our experience, AMG recommends conducting a traffic impact analysis for the following key intersections and segments as shown in **Figure 1**.

AMG will collect 24-hour classification counts for three roadways as shown in **Figure 1**. The classification information collected would be used as heavy vehicle input for intersection and segment analysis. It is recommended to collect intersections and all driveway counts (for all modes) on D Street (five locations), Jacinto Avenue (three) and Perris Boulevard (two). This will provide the base data for any future pedestrian or bicycle estimates.

Trip Generation/Distribution and LOS Impact Analysis
Typically, the peak hour trip generation for a project are estimated based on the Trip Generation Manual, 11th Edition, published by the Institute of Transportation Engineers (ITE). AMG will use ITE or any available data for the following land use indicated in the RFP:

- ▶ Civic Center Phase 2 project
- ▶ Foss Field Park expansion



Figure 1: Count Locations

AMG will consult the City's General Plan (2030) for future volumes projections.

Level of Service Analysis

AMG will evaluate existing and forecast levels of service (LOS) at the study intersection for the future scenarios. Synchro Software will be utilized for traffic operational analysis of all the study intersections. AMG will present LOS results for weekday a.m. and weekday p.m. peak periods for three scenarios (Existing, Existing plus Civic Center & Floss Park and GP Buildout). The signalized intersections will be evaluated using the corresponding methodology contained in the Highway Capacity Manual, 2010.

City's Transportation Policy

According to the City of General Plan, the following is the target Levels of Service (LOS):

- ▶ LOS "D" along all City maintained roads along I-215 and SR 74 (including intersections with local streets and roads). An exception to the local road standard is LOS "E", at intersections of any Arterials and Expressways with SR 74, the Ramona-Cajalco Expressway or at I-215 freeway ramps.
- ▶ LOS "E" may be allowed within the boundaries of the Downtown Specific Plan Area to the extent that it would support transit-oriented development and walkable communities.

Collision Analysis

AMG conducted a preliminary collision analysis based on the Statewide Integrated Traffic Records System (SWITRS) for 5-years (2016-2021) and it indicated approximately nine (9) collisions (not including I-215 collisions) during that time period as shown in **Figure 2**. Only one pedestrian was reported near the first driveway access on Perris Boulevard to the north of San Jacinto Avenue.

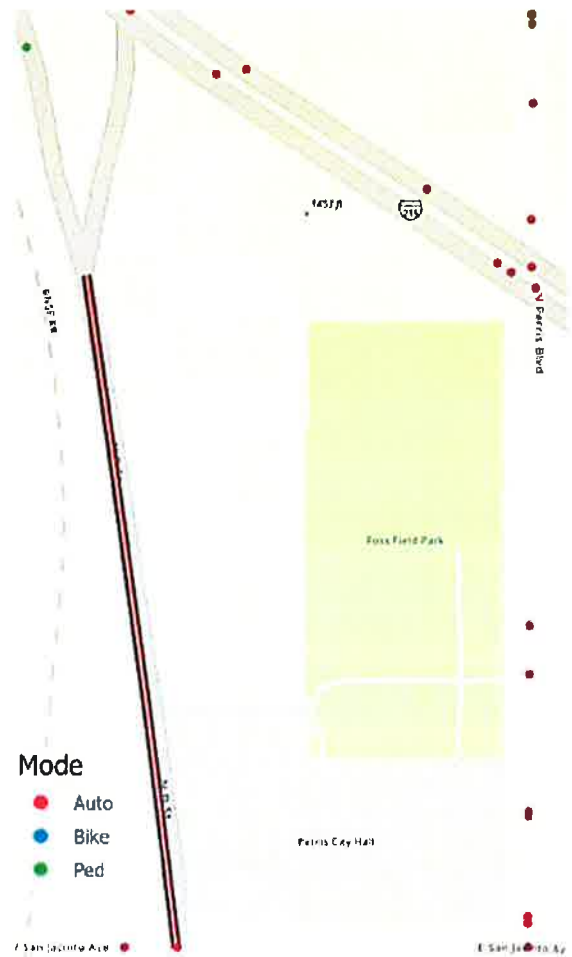


Figure 2: Collision Data (2016-2021)

General Plan (2030) Forecast

Based on the information on the City's website, the Circulation Element of the City's General Plan was approved on August 26, 2022. Table CE-10 indicated that D Street from I-215 to 4th Street is a 4-lane Secondary Arterial projected to carry approximately 23,400 vehicles per day (vpd) and operating at LOS B as shown in **Figure 3**.

Street	Segment	2030			
		Future Classification	Future Number of Lanes	Future ADT	Future LOS
D Street	I-215 - 4th Street	Secondary Arterial	4	23,400	B
D Street	4th Street - 11th	Collector	2	8,900	B

Figure 3: Future GP Average Daily Traffic (ADT) and LOS

Based on data obtained from Replica¹, the existing ADT of D Street (north of San Jacinto Avenue) is approximately 18,000 vpd.

AMG will use the existing and General Plan buildout forecast to estimate potential through volumes on D Street.

Deliverables: Existing Condition, Forecast Volumes and LOS

TASK 3 – REVIEW SEGMENT CHARACTERISTICS

Understanding the existing roadways within the project study area is necessary for determining both existing and future opportunities for improvements.

Review of All Relevant Projects and Policy Documents

AMG will review all relevant planning and policy documents developed for the City of Perris to date. Additionally, AMG will review on-going and planned development and construction projects to identify proposed pedestrian improvements. These include but will not be limited to:

1. General Plan
2. Citywide Pedestrian Master Plan or documents
3. All Current and Upcoming Projects

AMG will conduct a Walking Audit to identify deficiencies and issues experienced under existing conditions.

Existing Roadway Pedestrian and Bicycle Assessment

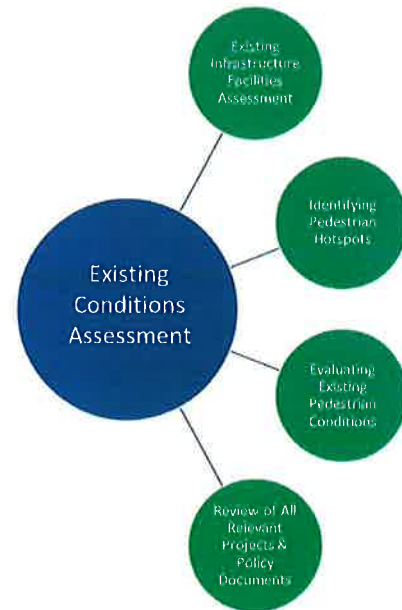
AMG will develop a base map for each corridor using existing high-resolution Google aerial before the walking audits.

The walking audits will include major pedestrian/ bicycle generators and high-quality transit corridor and stops. AMG recommends a two-block radius at each location - exact study area to be covered during the walking audits will be discussed in detail with City Staff. Observations and feedback gathered during the walking audits will be summarized and included in the existing conditions report.

The field review and data collection will develop an inventory of existing pedestrian and bicycle facilities and identify deficiencies.

The inventory will include but will not be limited to:

- | | | |
|-------------------------------|---------------------|--|
| 1. Sidewalks | 4. Bike facilities | 7. ADA Compliant Treatments including curb ramps and truncated domes |
| 2. Traffic/Pedestrian Signals | 5. Crosswalks | 8. Connectivity |
| 3. Street Lighting | 6. Sight Visibility | |



¹ Replica is a data platform for the built environment which provides a holistic view into the ways mobility, land use, and economic activity intersect.

Review of Existing Roadway Constraints and Opportunities

Through careful evaluation of the existing corridor conditions and collision patterns our Team will identify areas of concern and areas of opportunities for improvement.

Signal Location

The proposed project site plan will be reviewed to assure adequate pedestrian and vehicular circulation, emergency, and service vehicle access. AMG understands that off-site circulation along D Street is of particular concerns due to the various driveways and discontinuous median openings.

AMG will create a base map to document and layout the most effective and safe access management of all the openings on D Street. As shown in **Figure 1**, there is currently five ingress/egress points along D Street between the I-215/D Street ramp merge point and San Jacinto Avenue/D Street – a distance of less than 1,500 feet.

Based on good access management spacing, the existing driveway access at the proposed future Civic Center Phase 2 connection to Foss Field Park is centrally located (approximately 750-feet from San Jacinto Avenue) so could be a good candidate for a signal as shown in **Figure 4**.

As D Street is a Secondary Arterial and anticipated to carry more than 24,000 vpd, it would be important to consolidate full driveway access points. It is safer to provide for left-turn inbound into Civic Center and Foss Field Park rather than left-turn exit. The median treatment should be carefully evaluated to be enhance with continuous treatment for all modes of travel.



Figure 4: Potential Signal Location

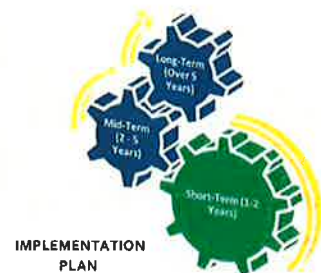
Deliverables: Electronic Copy of Draft and Segment Report, Meeting with the City

TASK 4 – CONCEPTUAL PLAN & RECOMMENDATION

Based on the information obtained and reviewed to in Task 3, AMG will develop a comprehensive intersection and corridor level improvements plan. AMG will develop corridor-specific recommendations for all locations identified with deficiencies. This will include general improvements and connectivity of pedestrian and bicycle infrastructure within the project study area. AMG will consult guidelines such as **City of Boulder Pedestrian Crossing Treatment Installation Guidelines, November 2011** and consistent with the latest edition of CA MUTCD.

The proposed recommendations could be categorized as short-term, interim/mid-term and long-term improvements based on ease of implementation, timeframe, and funding requirements. Planning level cost estimates will be provided for all general and site-specific recommendations.

One of the goals of the General Plan, Goal IV states to provide: ***Safe and convenient pedestrian access and non-motorized facilities between residential neighborhoods, parks, open space, and schools that service those neighborhoods.***



Along with Policy IV.A to: *Provide non-motorized alternatives for commuter travel as well as recreational opportunities that maximize safety and minimize potential conflicts with pedestrians and motor vehicles.*

As indicated earlier, AMG will develop a base map for the corridor using existing high-resolution Google aerial and all the key roadway features will be annotated. The conceptual base map would be developed to provide walkable and bike connection to City Hall and Foss Field Park. An example to include a raised crosswalk on D Street is shown in **Figure 5**. This would essentially be a 25% conceptual.

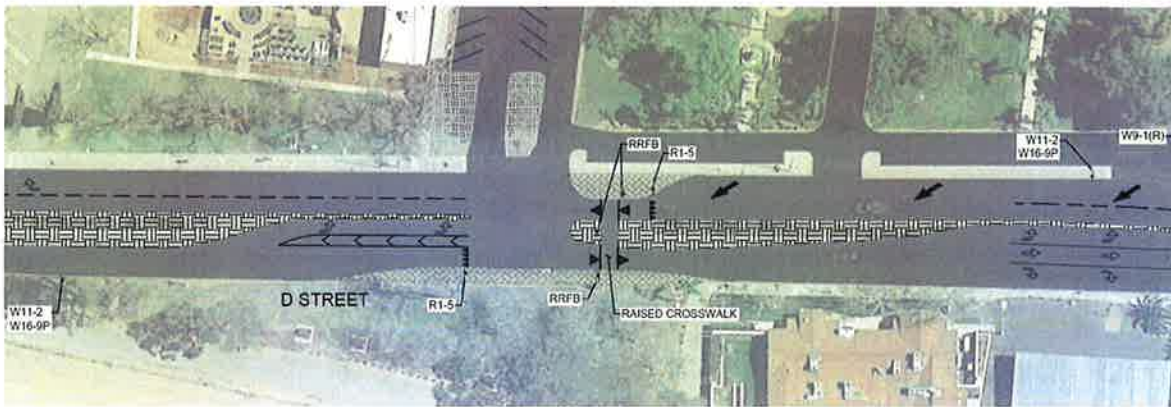


Figure 5: Example D Street Conceptual Design Plan

Deliverables: Conceptual Plan of Recommended Projects and Prioritization Technical Report, Meeting with the City

TASK 5 – DRAFT AND FINAL REPORT

AMG will summarize the efforts conducted under all the aforementioned tasks in a draft report which would include existing conditions assessment, final recommendations, and conceptual plan. The draft report will be provided to the City of Perris for review. Based on comments received on the draft plan, AMG will provide a final plan to the City including all feedback.

Deliverables: Electronic Copy of Draft and Final Preliminary Design Report

Experience and Qualifications

AMG is a California Corporation and certified Small Business Enterprise (SBE), established in 2018 to provide specialized innovative transportation services to our public and private sector clients. AMG is staffed by a 30-member team with offices located at 3003 Oak Road, Suite 100, Walnut Creek, CA 94597.

With the advancement of technological evolution, there is no doubt that we are in a new era of transportation. AMG is one step ahead of emerging trends – changing the world for a better and more livable community by assisting our clients to navigate, plan, program and build a sustainable future by redefining mobility. This evolution is expected to improve user choice of transportation options, reduce negative environmental impacts, and significantly improve road and traffic safety.

AMG is uniquely qualified to provide the scope of services detailed in the RFP. Our team specializes in low-impact, sustainable, multi-modal solutions that are context-driven, strategic, and comprehensive.

EXHIBIT "B"

SPECIAL REQUIREMENTS

None

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Attached

Cost Proposal

9/23/22

City of Perris - D Street: San Jacinto Ave To I-215 On/Off Ramps



City of Perris - D Street: San Jacinto Ave To I-215 On/Off Ramps						
	AMG				Totals Hours By Task	Total Cost By Task
	Christopher Timay Project Manager	Joy Bhattacharya, Principal -In-Charge	Project Engineer	Tech/Support Staff		
Hourly Rates	\$250	\$270	\$155	\$110		
Task 1 - Project Management						
Kick-off Meeting and Coordination	16				16	\$4,000
Cost Control, QA/QC	12	6			18	\$4,620
Task 2 - Data Collection/Traffic Forecast						
ADT Counts (3) & Intersection ITM (10)	2		8	28	38	\$4,820
Collision Analysis	2		4		6	\$1,120
GP Forecast/LOS/Synchro	6		32			\$6,460
Task 3 - Review Segment Characteristics						
Field Review Roadway Segments	4		24		28	\$4,720
Evaluate Signal location	4	2	12		18	\$3,400
Task 4 - Conceptual Plan & Recommendation						
Prepare basemap	4		32		36	\$5,960
25% Conceptual Plan	6	2	20		28	\$5,140
Task 5 - Prepare Draft and Final Report						
Draft Report	8	2	16	6	32	\$5,680
Final Summary Report	4		8	2	14	\$2,460
Total Hours By Team Member	68	12	156	36	272	
Percentage By Team Member	25%	4%	57%	13%		
Total Cost By Team Member	\$17,000	\$3,240	\$24,180	\$3,960		\$48,380

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

None



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

10.E.

- MEETING DATE:** November 8, 2022
- SUBJECT:** Consideration to Award Contract to Act 1 Construction, Inc. for the construction of the Perris Downtown Skills Training and Job Placement Center.
- REQUESTED ACTION:** That the City Council 1) Award the Contract to Act 1 Construction, Inc. for construction of the Perris Downtown Skills Training and Job Placement Center in the amount of \$8,323,734; 2) Authorize \$2,441,380.80 to be allocated from the City's General Fund to cover remaining project cost and a 20% contingency; and 3) Authorize the City Manager or her designee to execute all related documents as to form approved by the City Attorney.
- CONTACT:** Michele Ogawa, Economic Development and Housing Manager

BACKGROUND/DISCUSSION:

On September 27, 2018, the City of Perris received a financial assistance award from the U.S. Department of Commerce, Economic Development Administration (EDA) for the construction of a 20,000 square foot Perris Downtown Skills Training and Job Placement Center ("Skills Center"). The Skills Center will consist of a much-needed facility with resources that will develop the workforce required to support a robust economy in the region. The facility will provide hands-on training for skills required in the building and construction trades, such as welding and machining, on the ground floor, as well as classroom, office, and computer lab space on the second floor for lecture-based instruction as well as career preparedness and job placement resources.

The project went out to bid in July 2020 and closed on August 5, 2020. The budgeted construction value for the project at the time was estimated at \$5.7 million, and the lowest, most responsive bidder submitted a bid in the amount of \$8.85 million, resulting in a budget gap of roughly \$3.1 million. As such, an update was provided to the Economic Development Ad Hoc Committee, and the Committee recommended that all bids be rejected at the following regularly scheduled City Council Meeting. The Committee also directed staff to explore alternatives to continue the project forward, such as reducing the size of the building and obtaining additional funding for construction. City Council proceeded to reject all bids at the September 28, 2020 City Council Meeting. Since then, the project has completed a value engineering exercise for the design of the building, in which the total building size was reduced to 13,722 square feet. The project will maintain the same scope of project services as the original design, and the City has received formal approval from Federal EDA for the revised design concept. Additionally, the construction value for project has been updated to current pricing levels, estimating a \$7,500,000 project cost.

The project went out to bid via ActiveBidder on September 6, 2022 and closed on October 21, 2022. A total of five bids were received: Act 1 Construction, Inc. in the amount of \$8,323,734; Kemcorp Construction, Inc. in the amount of \$9,648,000; D. F. Perez Construction, Inc. in the amount of \$10,369,010; ProWest Constructors in the amount of \$11,175,000; and PCN3, Inc. in the amount of \$12,360,000. The lowest, most responsive bidder has been identified as Act 1 Construction, Inc. with a bid amount of \$8,323,734. With this amount, the 20% contingency amounts to \$1,664,746.80, for a total project cost of \$9,988,480.80. Construction is anticipated to begin in January 2023. Please see table below for an overview of the total project cost:

Item	Cost	Budgeted	Additional Budget Needed
Construction Contract	\$8,323,734	\$7,547,100	\$776,634
20% Contingency	\$1,664,746.80		\$1,664,746.80
Total	\$9,988,480.80	\$7,547,100	\$2,441,380.80

Staff recommends that the City Council award the contract to Act 1 Construction, Inc. in the amount of \$8,323,734; authorize \$2,441,380.80 to be allocated from the City's General Fund to cover remaining project cost and a 20% contingency; 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: Of the total project cost of \$9,988,480.80, \$7,547,100 has been budgeted under existing CIP Project #F049. The remaining \$2,441,380.80 will be budgeted from the City's General Fund. Staff will continue to pursue public private partnership opportunities for the Skills Center Project, to backfill this additional contribution from the City's General Fund.

Prepared by: Michele Ogawa, Economic Development and Housing Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager WB

Deputy City Manager ER

- Attachments:
1. Project Site Location
 2. Project Plans (Elevations, Site Plan, and Floorplan)
 3. Contract Services Agreement with Act 1 Construction, Inc.
 4. ActiveBidder Bid Results Report

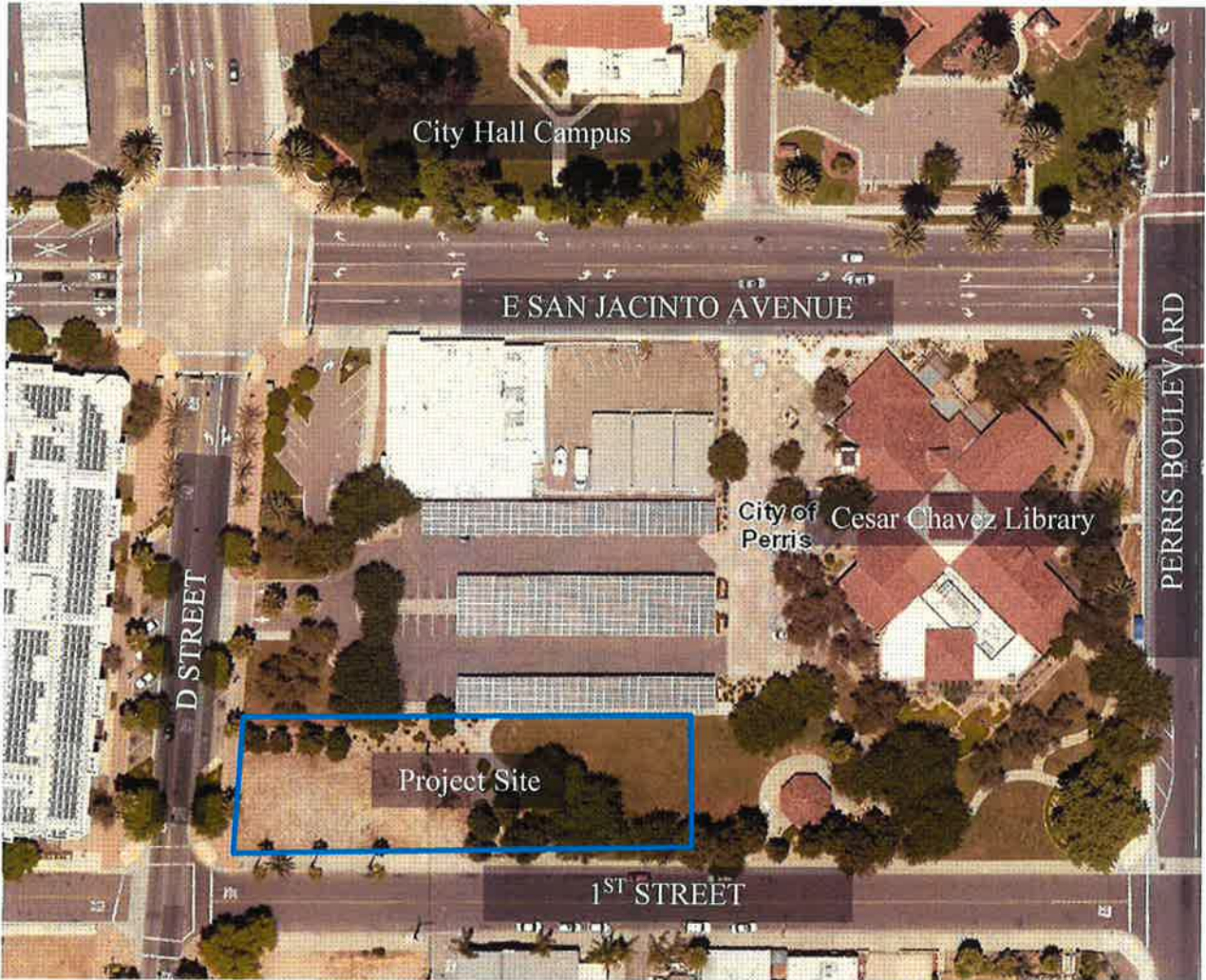
Consent: X
 Public Hearing:
 Business Item:
 Presentation:
 Other:

ATTACHMENT 1

Project Site Location

Project Site Location

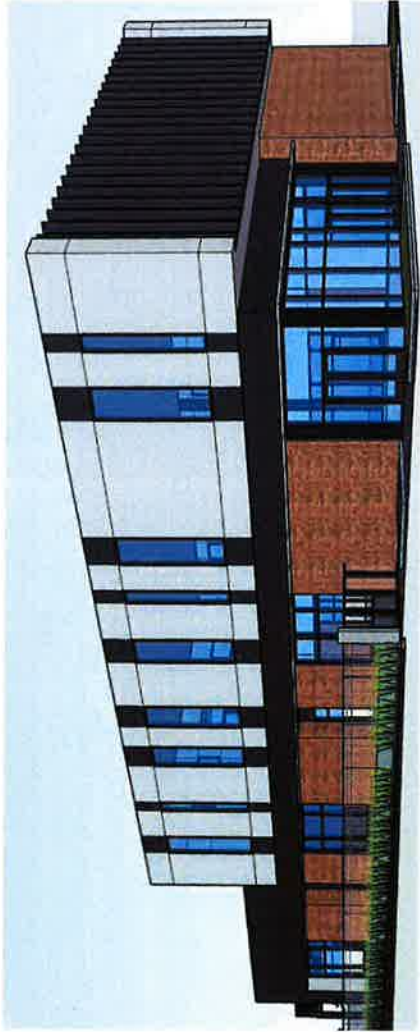
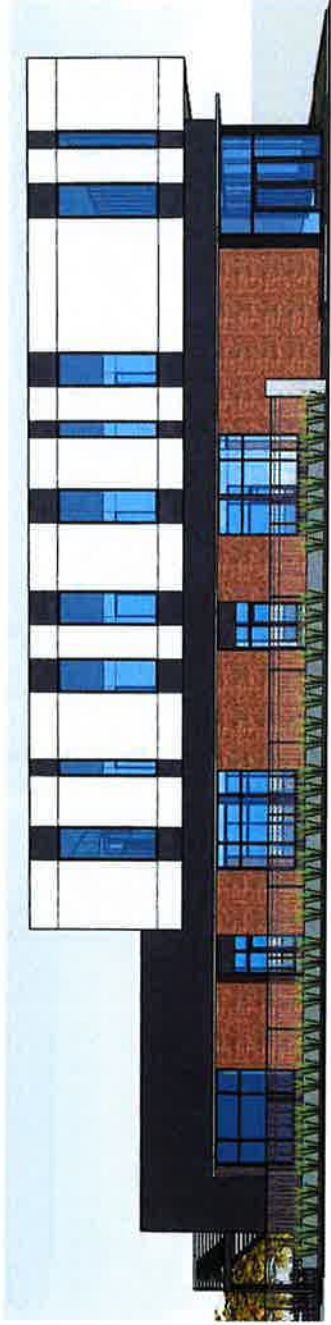
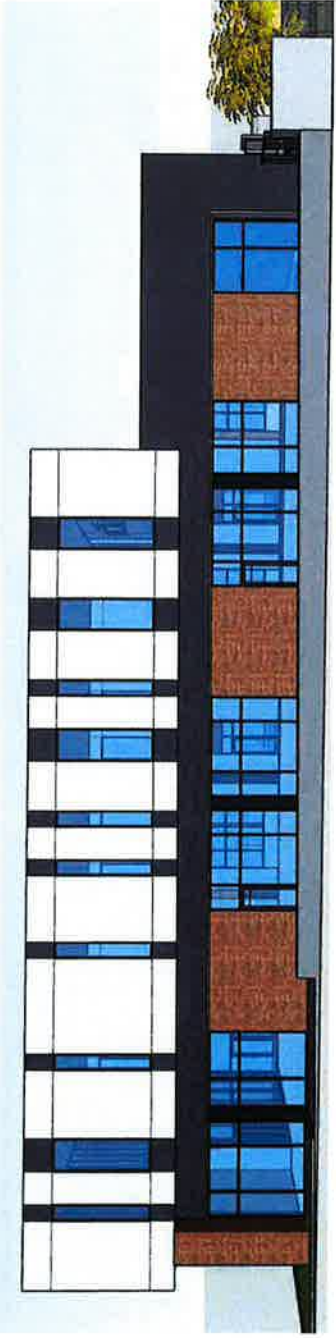
APN: 313-091-007
19 South D Street, Perris, CA 92570



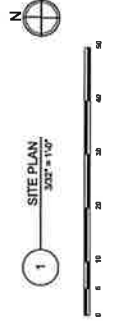
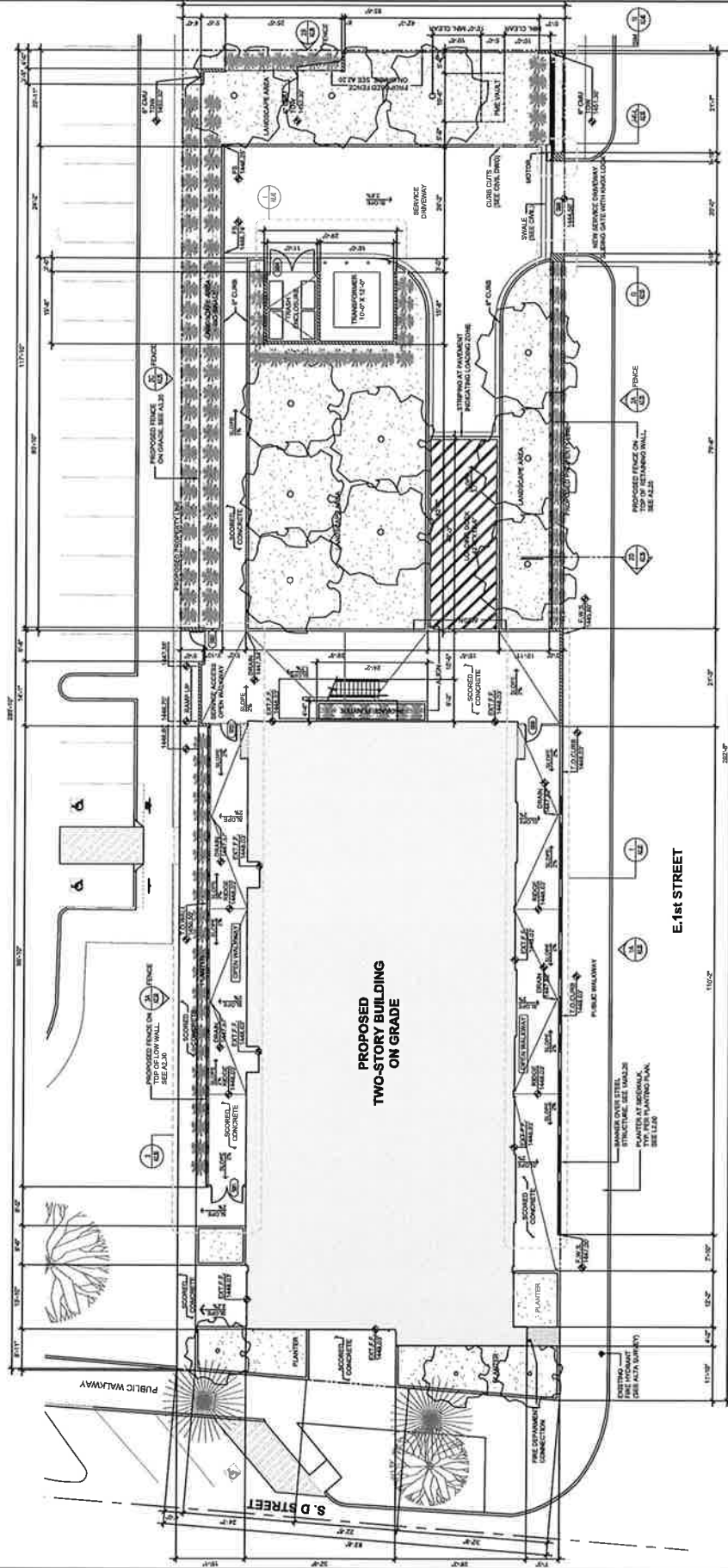
ATTACHMENT 2

Project Plans (Elevations, Site Plan, and Floorplan)

Elevations



Site Plan



VALUE ENGINEERING PERRIS TRAINING & JOB PLACEMENT CENTER

19 SOUTH D STREET, PERRIS, CA 92570

NO.	DESCRIPTION	DATE

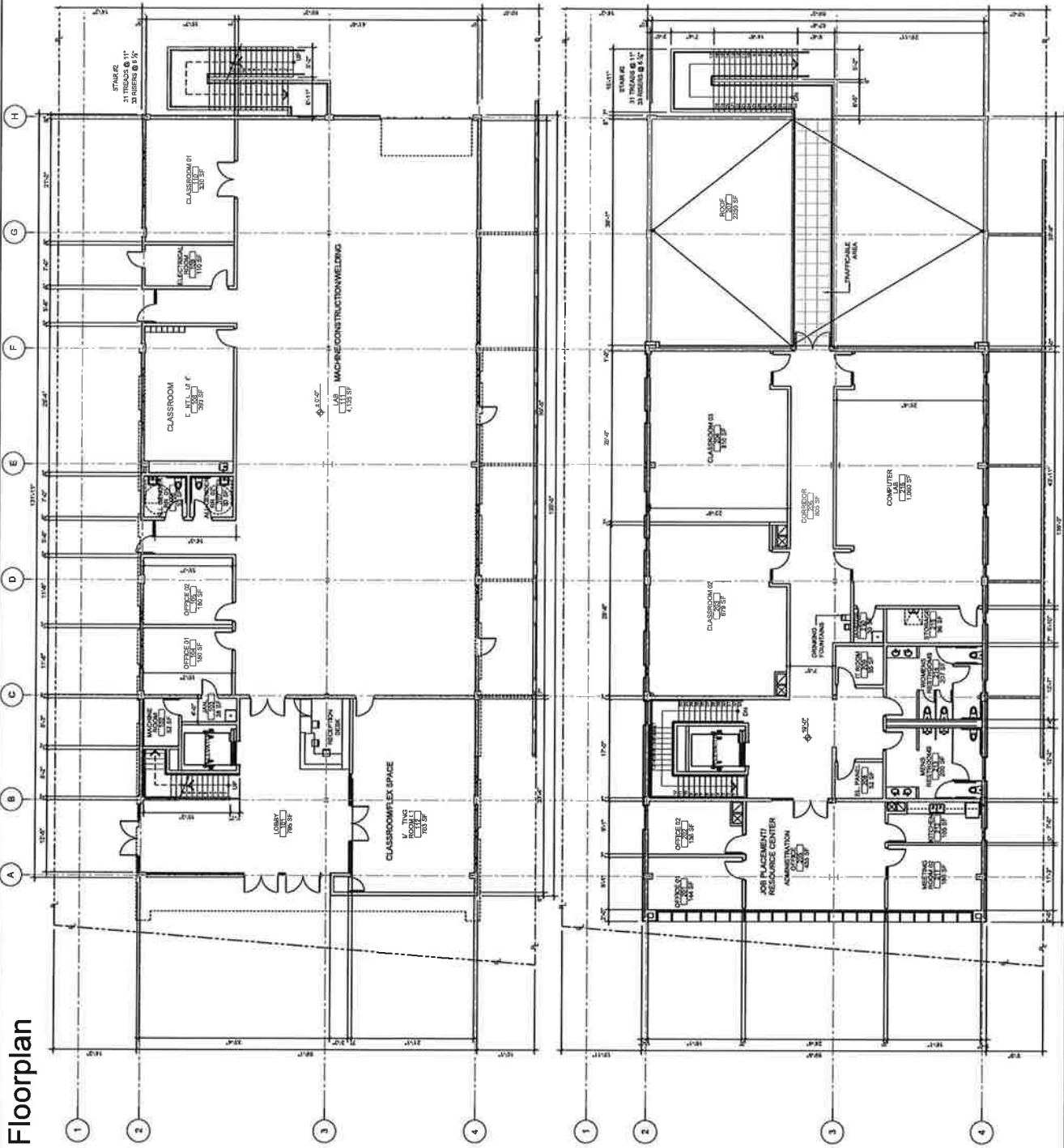


SITE PLAN	
DATE	AUGUST 2007
DRAWN BY	
CHECKED BY	
SCALE	AS NOTED
SHEET NO.	A2.10

ARCHITECT	SIDLEY AUSTIN LLP
18113 WASHINGTON BLVD DUBLIN, CA 94568 PH: 925.850.9000	
CITY OF PERRIS	19 S. D STREET PERRIS, CA 92570
OWNER	

Floorplan

NOTES:
 FIRST FLOOR AREA, 848 SF
 SECOND FLOOR AREA, 848 SF
 TOTAL AREA, 1,722 SF



FIRST FLOOR PLAN
1/8" = 1'-0"

1



SECOND FLOOR PLAN
1/8" = 1'-0"

2

PERRIS TRAINING & JOB PLACEMENT CENTER - VALUE ENGINEERING

19 SOUTH D STREET, PERRIS, CA 92570

ARCHITECT	PERRY PERRIS 4151 E. 9TH ST. SUITE 201 PERRIS, CA 92570 PHONE: (951) 941-3405
OWNER	CITY OF PERRIS PO BOX 1828 PERRIS, CA 92570

NO.	DESCRIPTION	DATE



PROJECT	2 STORIES STEPPED STAIR@SIDE
SHEET TITLE	AS NOTED
DATE	AUGUST 2016
SHEET NO.	B.2

ATTACHMENT 3

**Contract Services Agreement with
Act 1 Construction, Inc.**

CITY OF PERRIS

CONTRACT

This CONTRACT (herein "Agreement") is made and entered into this 8th day of November, 2022, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and Act 1 Construction, Inc. (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICE OF CONTRACTOR

1.1 Contract.

The complete contract includes all contract documents, to wit: **PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER** (herein "Project"), which are incorporated by this reference as though set forth in full herein; all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- a. Notice Inviting Bids
- b. Information for Bidders
- c. Bid Form
- d. Bid Bond
- e. Designation of Subcontractors
- f. Non-Collusion Affidavit
- g. Iran Contracting Act Certification
- h. Site Visit Certification
- i. Employment Certification
- j. Addenda/RFI Responses
- k. Performance Bond Form
- l. Labor and Materials Payment Bond Form
- m. Contractor's Certificate Regarding Worker's Compensation
- n. Contractor's Certificate Regarding Drug-Free Workplace
- o. Certification of Asbestos-Free Materials
- p. Warranty Form
- q. Project Specifications Manual
- r. Construction Drawings

and the State of California General Prevailing Wage determinations made by the director of industrial relations in Index 2022-2 Southern California basic trade journeyman rates which are incorporated by this reference as though set forth in full herein.

All of the above-named Contract Documents are complementary. Work required by one of the above-named contract documents shall be done as if required by all.

1.2 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal and materials necessary and reasonably incidental to create **PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER**, and miscellaneous related improvements in Perris, CA in strict accordance with the Contract Documents described in Section 1.1 . Contractor warrants that all work and services set forth in the Scope of Service will be performed in a competent, professional and satisfactory manner.

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

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Additional Services

City shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustments in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional services based on the pricing proposed by the Contractor. City and Contractor agree that City may seek additional cost estimates from third party contractor's to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from third party contractor's to perform additional services. Any increase in compensation of up to ten percent (10%) of the Contract Sum; or in the time to perform of up to one hundred twenty (120) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in

the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of Eight Million, Three Hundred Twenty-Three Thousand, Seven Hundred Thirty-Four and 00/100 dollars (**\$8,323,734**), in strict accordance with the Contract Documents described in Section 1.1 entitled "Project Manual Perris Downtown Skills Training and Job Placement Center."

2.2 Method of Payment.

Contractor shall submit to the City, and invoice for services rendered prior to the date of the invoice. In accordance with the Project Manual; and upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the labor compliance officer. Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City, unless otherwise directed by the project manager or labor compliance officer. A retention of five percent (5%), unless otherwise directed by the project manager shall be withheld from this payment. Upon completion of the work by the contractor, a final inspection shall be made by the City. Unless otherwise directed by the project manager or labor compliance officer, upon approval, the City shall file a Notice of Completion and a final payment will be issued (minus five (5%) percent retention). The final retention payment shall be issued following 45 days from the filing of the Notice of Completion, unless otherwise directed by the labor compliance officer. The City must pay interest at the legal rate on any Contractor payment request not paid within 30 days of its submission when the validity of the request is not disputed and the request has been properly submitted. (Public Contract Code § 20104.50)

2.3 Retention of Funds.

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

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

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

3.2 Contract Officer.

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

3.3 Prohibition Against Subcontracting or Assignment.

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

3.4 Independent Contractor.

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

4.0 INSURANCE, INDEMNIFICATION AND BONDS

4.1 Insurance.

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$5,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, California, its officers, employees and agents as additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

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

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

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

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

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

4.2 Indemnification.

(a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, its officers and their representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnities") from and against any and all damages, cost, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contactor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to and Indemnities' right to recover under this indemnity provision. An indemnitee shall have

the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnities for any attorney's fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under the Agreement or may additional insured endorsements, which may extend to Indemnities.

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

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

4.3 Sufficiency of Insurer or Surety.

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

4.4 Labor and Materials (Payment) Bond.

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

4.5 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.0 TERM

5.1 Time For Completion and Liquidated Damages.

The work for the **Perris Downtown Skills Training and Job Placement Center Project** shall commence on the ____ day of _____, 2022, and shall be completed within **three hundred sixty-five (365)** consecutive calendar days from and after said date. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to \$1,000.00 (one thousand five hundred dollars) for each and every day after the permitted time if the work is not completed to the City's satisfaction.

5.2 Force Majeure.

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

5.3 Termination for Default of Contractor.

If the Contract Officer determines that the Contractor is in default due to the Contractor's failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor's representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor

commences to cure such default within five (5) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.

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

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

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

5.4 Resolution of Contractor Construction Claims.

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

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

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

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

6.1 Non-liability of City Officers and Employees

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

6.2 Conflict of Interest

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

6.3 Federal Employee Benefit Clause

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

7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

7.1 Covenants Against Discrimination

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

Statement of Equal Opportunity Clause

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

provided by the County setting forth the provisions of this non-discriminating clause.

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

8.0 MISCELLANEOUS PROVISIONS

8.1 Notice

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

City

City of Perris
101 N. "D" Street
Perris, CA 92570
ATTN: Clara Miramontes, City Manager

Contractor

ATTN: _____

8.2 Handicap Accessibility Certification.

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

8.3 Records Retention Clause Examination and Audit

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

8.4 Payroll Records

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

8.5 Prevailing Wages

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

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

8.6 Working Hours Restriction and Penalties For Non-Compliance

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

8.7 Interpretation

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

8.8 Integration; Amendment

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations,

arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.9 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.10 Corporate Authority

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

[End – Signature Page Follows]

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

CITY:
CITY OF PERRIS,
a municipal corporation

ATTEST:

Nancy Salazar, City Clerk

Clara Miramontes
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Robert Khuu, City Attorney

“CONTRACTOR”:

By: _____
Signature

Name:
Title:

By: _____
Signature

Name:
Title:

[END OF SIGNATURES]

ATTACHMENT 4

ActiveBidder Bid Results Report

PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER 2022

Post Date: 09/06/2022 11:07 PDT

Due Date: 10/21/2022 before 14:00 PDT

Estimated Value: \$7,500,000

PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER 2022

Estimated Value:	\$7,500,000	Bid Post Date:	09/06/2022 11:07 PDT
Department:		Bid Due Date:	10/21/2022 before 14:00 PDT
Bid Bond:	10%	Performance Bond:	100%
Payment Bond:	100%		

License Requirements:

For this contract, the contractor shall possess Classification "B" General Building License at the time the contract is awarded.

Project Information:

1) PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER Type: PRIMARY

Location:	19 South D Street Perris, California 92570	Project Start Date:	12/1/2022
		Project End Date:	12/1/2023

Scope of Services:

In general the work includes new construction of a two-story, 13,722 square foot building, landscaped areas, handicapped parking, and trash enclosure. The project is located at 19 South D Street, Perris, CA 92570.

Notes:

The CITY OF PERRIS invites online bids on the City website, until 2:00 PM on October 21, 2022, for the Perris Downtown Skills Training and Job Placement Center. Payment will be contract lump sum price, and the work generally consists of furnishing all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete all work in a good and workmanlike manner. This project is a federally assisted project and Davis-Bacon (DBRA) requirements will be strictly enforced. Federal Labor Standards provisions HUD-4010 will be incorporated into the successful bidder contract. Prevailing wage requirements will be strictly enforced. In general the work includes new construction of a two-story, 13,722 square foot building, landscaped areas, handicapped parking, and trash enclosure. The project is located at 19 South D Street, Perris, CA 92570. There is a mandatory Pre-Bid Meeting scheduled for September 20, 2022, at 10:00AM, in the Perris City Council Chambers Conference Room, at 101 North D Street, Perris, CA 92570 (northwest corner of San Jacinto Avenue and North Perris Boulevard).

PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER 2022

Post Date: 09/06/2022 11:07 PDT

Due Date: 10/21/2022 before 14:00 PDT

Estimated Value: \$7,500,000

Registered Bidders / 13 total

#	Name	Company	Address	City	State	Phone
1	Ridlon, Stephanie	ProWest Constructors	22710 Palomar Street	Wildomar	California	9516781038
2	Reynolds, Melissa	Kemcorp Construction, Inc.	2060 E. Locust Street G	Ontario	CA	9099470639
3	Perez, David	D.F. Perez Construction, Inc	2840 E. La Cresta Ave.	Anaheim	CA	714-774-4778
4	Ortega, Iris	VMR General Construction Inc.	28684 Vela Drive	Menifee	CA	9515816205
5	Abghari, Brian	PCN3, Inc	11082 Winners Circle B	Los Alamitos	CA	5624934124 X 402
6	Giacomazzi , Albert	AMG & Associates, Inc.	26535 Summit Circle	Santa Clarita	California	6612517401
7	Ragudo, Rose	R. J. Daum Construction Company	11581 MONARCH ST	Garden Grove	CA	7148944300
8	Adams, Kristen	P.H. Hagopian Contractor, Inc.	2200 W Orangewood Ave. 130	Orange	CA	7145434185
9	Trenholm, Tiffany	Act 1 Construction, Inc.	444 6th street	norco	California	9517351184
10	Min, Justin	MIK Construction Inc.	8022 Westman Avenue	Whittier	CA	562-941-2400
11	Fellows, Steve	Straub Construction, Inc.	202 W College Street 201	Fallbrook	California	7604149000
12	Hamel, Grant	Hamel Contracting, Inc.	26431 Jefferson Ave. a	Murrieta	CA	(951) 600-2783
13	fadullon, mike	Woodcliff Corporation	11835 w olympic blvd 825e	LOS ANGELES	California	3103121400

PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER 2022

Post Date: 09/06/2022 11:07 PDT

Due Date: 10/21/2022 before 14:00 PDT

Estimated Value: \$7,500,000

Results / 5 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Trenholm, Tiffany	Act 1 Construction, Inc.	444 6th street norco, California 92860-1758	9517351184	\$8,323,734	10/21/2022 15:53:12	Apparent Low Bidder
2	Reynolds, Melissa	Kemcorp Construction, Inc.	2060 E. Locust Street G Ontario , CA 91761	9099470639	\$9,648,000	10/21/2022 15:54:18	
3	Perez, David	D.F. Perez Construction, Inc	2840 E. La Cresta Ave. Anaheim, CA 92806	714-774-4778	\$10,369,010	10/21/2022 15:54:32	
4	Ridlon, Stephanie	ProWest Constructors	22710 Palomar Street Wildomar, California 92595	9516781038	\$11,175,000	10/21/2022 15:53:54	
5	Abghari, Brian	PCN3, Inc	11082 Winners Circle B Los Alamitos, CA 90720	5624934124 X 402	\$12,360,000	10/21/2022 15:38:59	

PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER 2022

Post Date: 09/06/2022 11:07 PDT

Due Date: 10/21/2022 before 14:00 PDT

Estimated Value: \$7,500,000

1. Apparent low bidder details for: Trenholm, Tiffany / Act 1 Construction, Inc.

1) PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER

Item	UM	Qty	Unit Pricing	Item Total	
Lump Sum Pricing					
1	Lump Sum Pricing	1	1	\$8,323,734	\$8,323,734
				Subtotal	\$8,323,734
				Project Total	\$8,323,734

Subcontractor information for: Trenholm, Tiffany / Act 1 Construction, Inc.

Subcontractor	License #	Portion	Amount
1 Rhino Electrical Construction 4853 Brookside Ave. Fontana, CA	892952		\$0
2 Oak Hollow Restoration 960 N 6thstreet Norco, CA	1051967	doors and hardware, overhead door, painting	\$250,000
3 Serenity Fire 417 S associated rd #215 Brea, CA	902927	Fire Sprinkler	\$84,000
4 Apple Valley Insulation 17525 Catalpa Street Suite 109 Hesperia, CA	978408	Insulation	\$36,500
5 Excel Acoustics, Inc. 1827 Capital Suite 102 Corona, CA	724511	Acoustics	\$51,840
6 YTI Enterprises,INC 1260 S State College Anaheim, CA	830286	Partitions/ Bathroom Accessories	\$30,200
7 AIMS 7247 E sterns Street Long Beach, CA	945671	Fire Alarm	\$27,565.58
8 Chiro, DBA MRC Concrete PO Box 31 Colton, CA	798720		\$0
9 Commerce Air Conditioning Company 14673 Parenthia Street #202 panorama, ca	274863		\$0
10 J Miller Electric PO Box 403839 Hesperia, CA	730588	Electrical	\$847,000

PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER 2022

Post Date: 09/06/2022 11:07 PDT

Due Date: 10/21/2022 before 14:00 PDT

Estimated Value: \$7,500,000

Subcontractor information for: Trenholm, Tiffany / Act 1 Construction, Inc.

Subcontractor	License #	Portion	Amount
11 Weber's Plumbing PO Box 549 Winchester, CA	444338		\$0
12 FCP General Contracting 23100 Wildomar Trail Wildomar, CA	847398	Structural Steel, Railings and gates	\$1,420,000
13 REy Art Landscape, Inc. 2283 N Batavia Street Orange, CA	754349	Landscape	\$118,260
14 Queen City Glass 30858 Wealth Street Murrieta, CA	289252	Aluminum Windows/Glazing	\$565,000
15 Mikes Custom Flooring Inc 1351 Park Ave Suite 102 Redlands, CA	426696	Carpet, LVT,Base, and coving,Euco Seal	\$56,000
16 JJ roofing (Don Luginbill) PO Box 5657 Riverside , CA	409528		\$0
17 Letner Roofing 1490 N Glassel Orange, CA	689961	Sheet metal flashing trim, corrugated metal wall panels, louver screen wall	\$392,219
18 Otis Elevator Company 1123 N Market Blvd #4 Sacramento, CA	7031	Elevator	\$152,802
19 Rite-Way Roof Corp 15425 Arrow Route Fontana, CA	661941	TPO roofing Carlisle system	\$212,000
20 Bristol Omega, Inc. 9441 Opal Ave Mentone, CA	1060303	Cabinets/Counter tops	\$49,500
21 Desert Air Conditioning 590 S Williams Road Palm Springs, CA	276586	HVAC	\$392,900
22 Platinum Construction inc. 10581 Chestnut Ave Stanton, CA	870864	Plumbing and site utilities, metal stud, drywall	\$1,255,000

PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER 2022

Post Date: 09/06/2022 11:07 PDT

Due Date: 10/21/2022 before 14:00 PDT

Estimated Value: \$7,500,000

File attachment details for: Trenholm, Tiffany / Act 1 Construction, Inc.

File name	Description	Type	Size	Notes
Binder1	Additional	pdf	1.1 MB	



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 8, 2022

SUBJECT: Consideration to adopt a resolution declaring certain City-owned real properties to be surplus land and authorizing offers of the properties for purchase.

REQUESTED ACTION: Adopt Resolution Number (next in order) declaring certain City-owned real properties described therein to be surplus, and authorizing offers of the properties for purchase pursuant to the Surplus Land Act.

CONTACT: Robert Khuu, City Attorney

BACKGROUND/DISCUSSION:

Surplus Land Act

The Surplus Land Act (Gov. Code §§ 54220-54232) (“Act”) governs the disposition of land owned by the City that is determined to be no longer necessary for the City’s use. The Act applies to “surplus land” owned by any “local agency” empowered to acquire and hold real property, which includes a city. (Gov. Code § 54221(a).) The Surplus Lands Act was substantially amended in 2019. Under the new Act, surplus property is defined as “land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use.” (Gov. Code § 54221(b)(1).)

The purpose of the Act is to preserve public agency property for use as low and moderate income housing, park and recreational purposes, transportation and education. (Gov. Code § 54220.) The Act requires that the City adhere to strict guidelines provided in the Act prior to disposing of any surplus property. Surplus land must be declared surplus before a local agency may take any action to dispose of it.

Surplus Properties

On April 13, 2021, the City Council accepted the donation of approximately 11.5 acres of property located on the east side of Perris Boulevard between Orange and Citrus Avenues (Assessor’s Parcel Nos. 320-050-016 and 320-090-001), shown on the attached Vicinity Map (“Surplus Properties”). Staff has determined the Surplus Properties are no longer necessary for

internal City use and recommends the Surplus Properties be disposed of in accordance with the Act. The Surplus Properties are as follows:

1. Assessor's Parcel Number 320-050-016 consisting of approximately 2.22 acres of vacant land.
2. Assessor's Parcel Number 320-090-001 consisting of approximately 9.37 acres of vacant land.

None of the Surplus Properties are needed for internal City use, and there is no present or contemplated use of each property that would preclude the City Council from declaring the Surplus Properties as surplus to the needs of the City and offering the Surplus Properties for sale.

Offering Surplus Properties to Various Local Agencies

To comply with the Act, prior to disposing of the Surplus Properties, the City must first make a written offer to sell or lease the Surplus Properties to various local agencies and housing sponsors described in Government Code section 54222 by issuing a Notice of Availability. (Gov. Code § 54222.) These entities include housing sponsors and local public entities for the purposes of developing low and moderate income housing; park and recreation departments where the land is situated; regional park authority; and school districts.

If one of the local agencies or housing sponsors desires to purchase the property after having received notice, it must indicate its intent to do so in writing within 60 days of receiving the notice, and the City and the other local agency or housing sponsor must enter into "good faith negotiations" with the interested local agency or housing sponsor for a period of 90 days. (Gov. Code § 54223.) If the price or terms cannot be agreed upon after 90 days, the City can dispose of the site after giving notice to the state Department of Housing and Community Development.

Generally, the price paid by the agency buyer will be for fair market value. (Government Code § 54226.) The City is not required to accept an offer for less than fair market value but is permitted to do so. (*Id.*) The Surplus Properties were appraised at \$4,850,000 at the time of the donation. Staff will obtain updated appraisals on the Surplus Properties.

Offering Surplus Properties to General Public

In the event that none of the local agencies or housing sponsors offer to purchase one or more of the Properties, or if the City and an interested agency buyer do not reach an agreement on the terms and conditions of purchase/sale, Staff recommends to offer the Surplus Properties for sale to the general public.

The final proposed sale of any of the Surplus Properties will be brought before the City Council for approval.

Environmental Review

The disposal of the Properties is found to be exempt from the California Environmental Quality Act pursuant to California Code of Regulation, Title 14, section 15312.

BUDGET (or FISCAL) IMPACT: Proceeds from the sale of the Surplus Properties may be used for any purpose.

Prepared by: Eric Dunn, Special Counsel

REVIEWED BY:

City Attorney _____

Assistant City Manager *MB*

Deputy City Manager *ER*

Attachments: Attachment No. 1 – Vicinity Map
Attachment No. 2 – Resolution

Consent: November 8, 2022

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

Vicinity Map

McCafferty Property Donation

APN 320-050-016: 2.22 acres

APN 320-090-001: 9.37 acres



ATTACHMENT 2

Resolution Number (next in order)

RESOLUTION NUMBER _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING CERTAIN CITY-OWNED REAL PROPERTIES TO BE SURPLUS AND AUTHORIZING OFFERS OF SAID PROPERTIES FOR PURCHASE

WHEREAS, under the Surplus Land Act, Government Code section 54220 *et seq.*, surplus real property is defined as “land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use”; and

WHEREAS, the Surplus Land Act authorizes the City of Perris (the “City”) to sell surplus real properties in the manner proposed therein; and

WHEREAS, the City owns certain real property identified as Assessor’s Parcel Number 320-050-016, consisting of approximately 2.22 acres of vacant land located east of Perris Boulevard, between Orange and Citrus Avenues, in the City of Perris, County of Riverside, State of California; and

WHEREAS, the City owns certain real property identified as Assessor’s Parcel Number 320-090-001 consisting of approximately 9.37 acres of vacant land located east of Perris Boulevard, between Orange and Citrus Avenues, in the City of Perris, County of Riverside, State of California; and

WHEREAS, all City owned properties described above are collectively referred to as the “Properties,” all as shown on Exhibit A; and

WHEREAS, there is no present or contemplated use that would preclude the City from declaring the Properties as surplus to the needs of the City and offering the Properties for sale to any public agency or entity described under Government Code section 54222 *et seq.*; and

WHEREAS, the City does not anticipate using the Properties at any time in the future; and

WHEREAS, the City has determined it would be in the best interest of the City to sell the Properties; and

WHEREAS, the City now desires to declare the Properties as surplus and to offer and initiate the sale.

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

Section 1. The City Council finds the above recitals are true and correct and are incorporated herein by this reference as if set forth in full.

Section 2. Based on the above recitals, the City Council finds and declares the Properties to be surplus, and declares its intention to offer the Properties for sale in accordance with Government Code section 54220 *et seq.*

Section 3. The City Council hereby authorizes and directs the City Manager or her designee to offer the Properties for sale to each of the public agencies or entities listed in Government Code section 54222 in compliance with the Surplus Land Act.

Section 4. In the event that none of the public agencies or entities listed in Government Code section 54222 offer to purchase one or more of the Properties, or if the City and a public agency or entity listed in Government Code section 54222 do not reach an agreement on the terms and conditions of purchase/sale, the City intends to offer the Properties for sale to the general public.

Section 5. The disposal of the Properties is found to be exempt from the California Environmental Quality Act pursuant to California Code of Regulation, Title 14, section 15312.

Section 6. This Resolution shall be effective on upon its adoption. The City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 8th day of November, 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 thereof held the ____ day of _____, 2022, and that it was so adopted by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Exhibit A: Property Locations

McCafferty Property Donation

APN 320-050-016: 2.22 acres

APN 320-090-001: 9.37 acres





CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 8, 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 November 8, 2022 through December 8, 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, September 27, 2022 and October 25, 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, Resolution Number 6046 and Resolution Number 6052 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, November 8, 2022 through December 8, 2022. The City Council of the City of Perris meets on the second and last Tuesday of each month. Due to the extra week in the City Council meeting schedule in the month of November, it is necessary to bring the resolution to the City Council for adoption more frequently than usual. If the City Council wishes to continue meeting under modified Brown Act requirements under AB 361 after 30 days, the Resolution must be renewed.

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

Prepared by: Judy L. Haughney, Assistant City Clerk

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

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 NOVEMBER 8, 2022 AND ENDING DECEMBER 8, 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, Resolution Number 6046 on September 27, 2022 and Resolution Number 6052 on October 25, 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 November 8, 2022 and shall be effective until the earlier of (i) December 8, 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 8th day of November, 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 8th day of November 2022, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar