



*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 6064**

Tuesday, December 13, 2022

6:30 P.M.

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

CLOSED SESSION: 5:45 P.M.

ROLL CALL:

Rabb, Rogers, Nava, Corona, Vargas

A. 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:*

Rabb, Rogers, Nava, Corona, Vargas

3. *INVOCATION:*

Pastor Rose Anderson
Cry Aloud Temple
25920 Iris Ave Suite 13A #228 Moreno Valley, CA 92551

4. PLEDGE OF ALLEGIANCE:

Councilmember Rabb will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. PRESENTATIONS/ANNOUNCEMENTS:

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

- A. Presentation to Selena Hernandez in recognition of her early graduation from Nuvview Bridge Early College High School to attend Cal State Bakersfield to play Division 1 soccer.

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 November 29, 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 Proposed Resolution Numbers (next in order) regarding annexation of PM 37988 to Maintenance District Number 84-1. PM 37988 is located at the northeast corner of Ellis and Redlands Avenues. (APN(s): 310-170-006,310-170-009,310-170-010,310-170-011,310-170-012,310-220-057, and 310-220-058) (Owner(s): IDIL Perris North 3, LLC)

The Proposed Resolution Numbers next in order are entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING

PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF PM 37988 INTO MAINTENANCE DISTRICT NUMBER 84-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PM 37988 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 37988 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 31, 2023

- B. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of PM 37988 to Landscape Maintenance District Number 1. PM 37988 is located at the northeast corner of Ellis and Redlands Avenues. (APN(s): 310-170-006,310-170-009,310-170-010,310-170-011,310-170-012,310-220-057, and 310-220-058) (Owner(s): IDIL Perris North 3, LLC)

The Proposed Resolution Numbers next in order are entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 166 PM 37988 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY

APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PM 37988 TO BENEFIT ZONE 166, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 166, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 166, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 37988 TO BENEFIT ZONE 166, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 31, 2023

- C. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of PM 37988 to Flood Control Maintenance District Number 1. PM 37988 is located at the northeast corner of Ellis and Redlands Avenues. (APN(s): 310-170-006,310-170-009,310-170-010,310-170-011,310-170-012,310-220-057, and 310-220-058) (Owner(s): IDIL Perris North 3, LLC)

The Proposed Resolution Number next in order is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF PM 37988 TO BENEFIT ZONE 132, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 31, 2023

- D. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of PM 37988 to CFD 1-S (South Perris Public Services District)-Annexation No. 10. PM 37988 is located at the northeast corner of Ellis and Redlands Avenues. (APN(s): 310-170-006,310-170-009,310-170-010,310-170-011,310-170-012,310-220-057, and 310-220-058) (Owner(s): IDIL Perris North 3, LLC)

The Proposed Resolution Number next in order is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES

DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 10]

- E. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of PM 37988 to CFD 2018-02 (Public Services District)-Annexation No. 15. PM 37988 is located at the northeast corner of Ellis and Redlands Avenues. (APN(s): 310-170-006,310-170-009,310-170-010,310-170-011,310-170-012,310-220-057, and 310-220-058) (Owner(s): IDIL Perris North 3, LLC)

The Proposed Resolution Number next in order is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 15]

- F. Consideration to award a contract to Security Lines US for City Parks Camera PODS System.
- G. Consideration to award a contract to Sagecrest Planning and Environmental to update the City's Land Use Regulations and Prepare an Overlay Zone for the Housing Elements Opportunity Sites to assist in accelerating housing development in the City.
- H. Consideration to approve the reallocation of existing American Rescue Plan Act (ARPA) funds for Housing Assistance to the Homeless Services Hotel Voucher Program.
- I. Consideration to approve acceptance of a Real Property Donation Agreement for Real Property located North of Nuevo Road, between I-215 Freeway and East Frontage Road. 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 and 305-262-018.
- J. Consideration to approve a Professional Services Agreement with Action Surveys for Construction Staking for the Perris Downtown Skills Training and Job Placement Center Project.
- K. 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 DECEMBER 13, 2022 AND ENDING JANUARY 12, 2023 PURSUANT TO BROWN ACT PROVISIONS

- L. Consideration to award a contract to Jacob Green & Associates for General Professional Services for the City’s upcoming Professional Development Academy.

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”):

*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.***

OATHS OF OFFICE:

- A. Edward Nava will administer the Oath of Office and deliver a Certificate of Election to Marisela Nava who will assume office as a Member of the City Council-District 1; Isaiah D. Rabb and Leilah Rabb will administer the Oath of Office and deliver a Certificate of Election to David Starr Rabb II who will assume office as a Member of the City Council-District 3; Cesar Salazar will administer the Oath of Office and deliver a Certificate of Election to Nancy Salazar who will assume the office of City Clerk.

Introduced by: City Manager Clara Miramontes

PUBLIC COMMENT

13. COUNCIL COMMUNICATIONS:

(Committee Reports, Agenda Items, Meeting Requests and Review etc.)

This is an opportunity for the Mayor and City Councilmembers to report on their activities and the actions of the Committees upon which they sit, to bring a matter to the attention of the full Council and staff, and to request agenda items. Any matter that was considered during the public hearing portion is not appropriate for discussion in this section of the agenda. NO ACTION CAN BE TAKEN AT THIS TIME.

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

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

COVID-19 REMOTE PUBLIC COMMENT/CITIZEN PARTICIPATION

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

ZOOM MEETING INFORMATION

When: December 13, 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_VUcoybm9RUGIWTtd0CkqqQ

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

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

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

City's Website:

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

YouTube:

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

Facebook:

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

For cable subscribers only within Perris:

Spectrum: Channel 3

Frontier: Channel 16



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

9.A.

MEETING DATE: December 13, 2022
SUBJECT: Approval of Minutes
REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on November 29, 2022
CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

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

Attachments: 1. Minutes-November 29, 2022-Regular Joint City Council Meeting

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

ATTACHMENT 1

Minutes-November 29, 2022 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: November 29, 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 6062

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: Corona, Rabb, Rogers, Nava, Vargas

Staff Members Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Khuu, City Engineer McKibbin, Fire Chief Barnett, Director of Finance Schenk, 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 Dan Bell
Temple Baptist Church
745 N. Perris Blvd. Perris, CA 92571

4. **PLEDGE OF ALLEGIANCE:**

Mayor Pro Tem Corona led the Pledge of Allegiance.

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

There was no Closed Session.

6. **PRESENTATIONS/ANNOUNCEMENTS:**

There were no Presentations.

7. **YOUTH ADVISORY COMMITTEE COMMUNICATIONS:**

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

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

**The Mayor called for Public Comment. The following person spoke at Public Comment.
Rob Mason**

9. APPROVAL OF MINUTES:

- A. Approved the minutes of the Regular Joint Meeting held on November 8, 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 Malcolm Corona, seconded by David Starr Rabb to Approve the Minutes, as presented.

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

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

Mayor Pro Tem Corona requested that Item 10.H be pulled for a separate vote.

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

- A. Approved the Common Interest, Joint Defense and Confidentiality Agreement in furtherance of the exchange of information among the Principal and Co-Permittees related to the draft National Pollutant Discharge Elimination System (NPDES) Permit between the Riverside County Flood Control and Water Conservation District (Principal Permittee), the City of Perris (Co-Permittee), and all incorporated cities subject to the MS4 Permit (Co-Permittees).
- B. Authorized the CalFresh Healthy Living Grant Award One-Year Extension by Riverside University System-Public Health (RUHS-PH).
- C. Awarded a Contract to Pacific Graphics, Inc. for Professional Printing and Mailing Services for the On Track in Perris Newsletter.
- D. Awarded a Contract to Pineda General Construction, Inc. for construction services of the Economic Development Office Renovation Project located at 101 N. D Street, Perris, CA 92570.
- E. Adopted Resolution Number 6063 authorizing the approval application(s) for specified grant funds of \$8.5 million dollars from 2022/23 California State Budget, Section 19.56, for the Foss Field Park Renovation Project located at 138 North Perris, Blvd., Perris, CA 92570.

Resolution Number 6063 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS FROM 2022/23 CALIFORNIA STATE BUDGET,

SECTION 19.56 (9)(b)(1)(AW) \$8,500,000 TO THE CITY OF PERRIS FOR THE FOSS FIELD PARK RENOVATION

- F. Approved the First Amendment to the Agreement with Nielsen Merksamer Parrinello Gross & Leoni for Legislative Advocacy and Lobbying Services.
- G. Approved the Second Addendum Proposal to the existing contract services agreement with Blue Stone Management (BSM), for project design, project management, and construction management services for the Downtown Perris Skills Training and Job Placement Center Project.
- H. Adopted Resolution Number 6064 to continue Tele/Video-Conference Meetings during COVID-19 State of Emergency pursuant to the Provisions of AB 361.

Resolution Number 6064 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 29, 2022 AND ENDING DECEMBER 29, 2022 PURSUANT TO BROWN ACT PROVISIONS

Mayor Pro Tem Corona requested that this item be considered separately.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve Resolution Number 6064, as presented.

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

NOES: Malcolm Corona

ABSENT:

ABSTAIN:

- I. Adopted Resolution Numbers 6065 and 6066 declaring intent to form Proposed Community Facilities District No. 2022-3 (Stratford Ranch) of the City of Perris (the "CFD") and authorized future bonded indebtedness in the amount not to exceed \$8,000,000 within proposed Improvement Area No. 1 and not to exceed \$7,000,000 within proposed Improvement Area No. 2. The CFD is located at the northeast corner of Evans Road and the Ramona Expressway.

Resolution Number 6065 is entitled:

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS, DESIGNATE IMPROVEMENT AREAS THEREIN AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN EACH IMPROVEMENT AREA OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS

Resolution Number 6066 is entitled:

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO INCUR BONDED INDEBTEDNESS IN THE AMOUNT NOT TO

EXCEED \$8,000,000 WITHIN PROPOSED IMPROVEMENT AREA NO. 1 AND NOT TO EXCEED \$7,000,000 WITHIN PROPOSED IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Approve the Consent Calendar, as presented, with the exception of Item 10.H.

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

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 6067 and 6068 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 6067 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, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 50 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 50

Resolution Number 6068 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 THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 50 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 50 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Dulce Diaz, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 6:43 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:43 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6067, as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot.

City Clerk Salazar opened the Ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Nava to Approve Resolution Number 6068, as presented.

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

NOES:

ABSENT:

ABSTAIN:

Councilmember Rabb left the City Council Chambers at 6:44 p.m. and returned at 6:45 p.m.

- B. Adopted Resolution Numbers 6069 and 6070 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 6069 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 12 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 12

Resolution Number 6070 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 12 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 12 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Dulce Diaz, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 6:46 p.m. There was no Public

Comment.

The Mayor closed the Public Hearing at 6:46 p.m.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by David Starr Rabb to Approve Resolution Number 6069, as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot.

City Clerk Salazar opened the Ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6070, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Resolution Numbers 6071 and 6072 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 6071 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, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 51 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 51

Resolution Number 6072 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 THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 51 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 51 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Dulce Diaz, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 6:49 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:50 p.m.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by David Starr Rabb to Approve Resolution Number 6071, as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot.

City Clerk Salazar opened the Ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6072, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- D. Adopted Resolution Numbers 6073 and 6074 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 6073 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 13 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 13

Resolution Number 6074 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 13 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 13 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Dulce Diaz, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 6:52 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:52 p.m.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by David Starr Rabb to Approve Resolution Number 6073, as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot.

City Clerk Salazar opened the Ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6074, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- E. Adopted Resolution Numbers 6075 and 6076 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 6075 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, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 52 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 52

Resolution Number 6076 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

THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 52 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 52 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Dulce Diaz, Willdan Financial, gave the presentation on this item.

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

The Mayor closed the Public Hearing at 6:56 p.m.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by David Starr Rabb to Approve Resolution Number 6075, as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot.

City Clerk Salazar opened the Ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6076, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- F. Adopted Resolution Numbers 6077 and 6078 regarding annexation of DPR 18-00001, 18-00007 and 21-00007 to Community Facilities District (CFD) 2018-02 (Public Services District)-Annexation No. 14. DPR 18-00001 is located on the northeast corner of Perris Boulevard and Commerce Drive. APN(s) 302-291-007 and 303-291-008. DPR 18-00007 is located on the northeast corner of Perris Boulevard and Commerce Drive. APN(s) 303-292-012. DPR 21-00007 is located south of Business Park Drive and north of East Rider Street. (APN(s) 303-293-009. (Owner: MS Perris, LLC)

The Proposed Resolution Number 6077 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 14 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 14

Resolution Number 6078 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 14 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 14 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Dulce Diaz, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 6:58 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:58 p.m.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve Resolution Number 6077, as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot.

City Clerk Salazar opened the Ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6078, as presented.

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

NOES:

ABSENT:

ABSTAIN:

12. BUSINESS ITEMS:

A. Presentation of Vector Control and Mitigation by Riverside County.

This item was introduced by Director of Public Works Bryant Hill and turned over to Rick Rueda of Riverside County Environmental Health and Vector Control for the presentation.

The following Councilmember's spoke:

Nava

Rabb

Corona

Vargas

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

- B. Consideration of Options for Potential Ballot Revenue Measures to Mitigate Damage to and Improve Roads and Infrastructure.**

Councilmember Rogers left the City Council Chambers at 7:25 p.m. and returned at 7:27 p.m.

Deputy City Manager Ernie Reyna gave the presentation on this item. James Edison, Willdan Financial, also presented.

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

Rabb

**Rogers
Corona**

Nava

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

The following direction was given to staff:

The Council indicated they would prefer the measure to be a Business License Tax and placed on the November 2023 ballot.

They also added that they would like to have information provided at a future meeting regarding possible duration of the measure, a potential escalator, minimum square footage, and also information pertaining to any potential pre-existing residential units currently existing on underlying industrial zoning.

- 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 8:10 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: December 13, 2022

SUBJECT: Annexation of PM 37988 to Maintenance District No. 84-1
 Owner(s): IDIL Perris North 3, LP
 APN(s): 310-170-006, 310-170-009, 310-170-010, 310-170-011, 310-170-012, 310-220-057, and 310-220-058, located at the northeast corner of Ellis and Redlands Avenues
 Project: PM 37988- Industrial Buildings

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex PM 37988 and setting a public hearing date of January 31, 2023

CONTACT: Stuart McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION: PM 37988 is a construction located at the northeast corner of Ellis and Redlands Avenues will contain three buildings totaling no more than 2,840,836 square feet (two industrial warehouse buildings a total of 2,010,820 sq. ft., and the third building a total of 839,527 sq. ft.) on approximately 216 net acres. (See attached Boundary Map).

Annexation of PM 37988 will allow the City to finance the annual maintenance of streetlight improvements installed in conjunction with this property. The project specifically benefits from twenty-nine (29) proposed streetlights to be installed along the frontage of PM 37988 on Ellis Avenue and Redlands Avenue and nine (9) existing streetlights. In addition to the streetlights, this area benefits from existing and future traffic signals. Of specific benefit is the traffic signals at the intersections of Ellis Avenue with Case Road, and the future traffic signal at the intersection of Redlands Avenue and Ellis Avenue, Murrieta Road and Case Road, Case Road and I-215, and Mapes Road and I-215.

BUDGET (or FISCAL) IMPACT: The current maximum annual assessment is \$30,254.62. Each year the current maximum annual assessment shall be increased by an amount equal to the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal

to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager *MB*

Deputy City Manager *ER*

Attachments:

1. Vicinity Map
2. Resolution Ordering Preparation of the Engineer's Report
3. Engineer's Report
4. Resolution Preliminarily Approving Engineer's Report
5. Resolution of Intention to Annex PM 37988 to Maintenance District No. 84-1

Consent: x

Public Hearing: _____

Business Item: _____

Presentation: _____

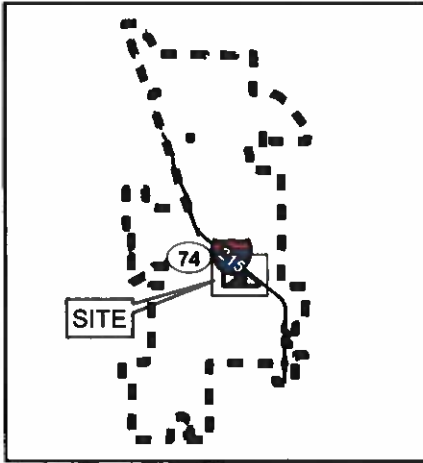
Other: _____

Attachment No. 1

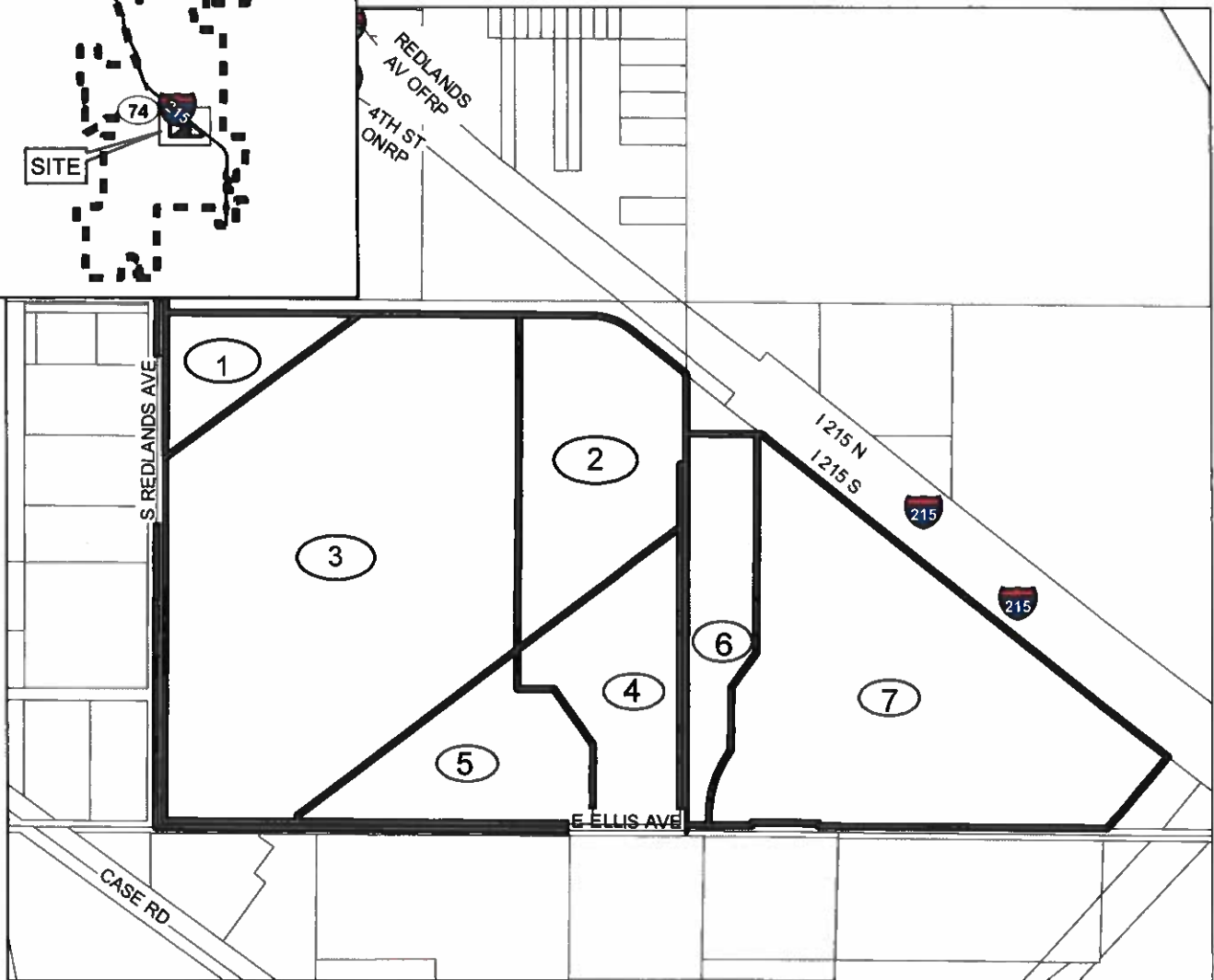
Vicinity Map

DIAGRAM OF ANNEXATION OF PM 37988 TO MAINTENANCE DISTRICT NO. 84-1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-170-006
2	310-170-009
3	310-170-010
4	310-170-011
5	310-170-012
6	310-220-057
7	310-220-058



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

Attachment No. 2

Resolution to Order Engineer's Report

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF PM 37988 INTO MAINTENANCE DISTRICT NUMBER 84-1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as MAINTENANCE DISTRICT NO. 84-1 (the "District"); and

WHEREAS, it has been determined by the City Council of the City of Perris, County of Riverside, California, that the public interest, convenience and necessity requires the installation of streetlights, traffic signals and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California, and the maintenance thereof, all within the incorporated boundaries of the City of Perris, California; and

WHEREAS, the City Council has heretofore appointed Stuart McKibbin, the contract City Engineer for the City of Perris, as the "Engineer of Work" for Maintenance District Number 84-1 and Willdan Financial Services has heretofore been appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code, State of California.

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

Section 1. The above recitals are true and correct, and are incorporated herein by this reference.

Section 2. That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the streetlights, traffic signals and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California,

Section 3. That PM 37988 be defined as that area to be annexed to the City of Perris Maintenance District Number 84-1.

Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled “Diagram of Annexation of PM 37988 to Maintenance District Number 84-1, City of Perris, County of Riverside, State of California.”

Section 5. That the proceedings are to be conducted for said annexation to the maintenance district under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

Section 6. That Stuart McKibbin, the Contract City Engineer for the City of Perris, is hereby appointed the “Engineer of Work” and all provisions of Division 15 applicable to the Engineer shall apply to said “Engineer of Work” and Willdan Financial Services, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

Section 7. That Stuart McKibbin, the Contract City Engineer for the City of Perris, is hereby designated to sign all papers and documents in connection with the proceedings for the annexation to said maintenance district, acting in the capacity of the Engineer of Work.

Section 8. That the cost of maintaining the facilities set forth herein in subject annexation to the district shall be borne by the property owners within the subject annexation to the district, said cost to be assessed and collected in accordance with said Landscaping and Lighting Act of 1972.

Section 9. That the Engineer of Work is hereby ordered to prepare a report in accordance with Article 4 of said maintenance act, and is hereby directed to prepare and file such report with the City Clerk.

ADOPTED, SIGNED and APPROVED this 13th day of December, 2022.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number ___ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of December, 2022, by the following called vote:

Ayes:

Noes:

Absent:

Abstain:

City Clerk, Nancy Salazar

Attachment No. 3

Engineer's Report

AGENCY: City of Perris

PROJECT: Annexation of PM 37988
To Maintenance District No. 84-1

TO: City Council
City of Perris
State of California

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2022 to June 30, 2023, for that area to be known and designated as:

**"Annexation of PM 37988
to Maintenance District No. 84-1"**

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

Executed this 13th day of December, 2022.

STUART MCKIBBIN, Contract City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 31st day of January, 2023, by adoption of Resolution _____ of the City Council.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 13th day of December, 2022.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. Plans and Specifications. Generally, the work to be performed consists of the annual energy and maintenance costs for twenty-nine (29) proposed streetlights and nine (9) existing streetlights. The streetlights to be installed and maintained are shown on the plans and specifications prepared by Engineering Resources, and entitled as:

"STREET LIGHTING PLAN REDLANDS AVE STA. 22+50, TO STA. 36+00 P8-1106B, DPR 08-01-0007" and

"STREET LIGHTING PLAN REDLANDS AVE STA. 10+00, TO STA. 24+00 & ELLIS AVENUE STA. 29+24, TO STA. 60+00 P8-1106B, DPR 08-01-0007".

In addition to the streetlights, this area benefits from existing and future traffic signals. Of specific benefit is the traffic signals at the intersections of Ellis Avenue with Case Road, and the future traffic signal at the intersection of Redlands Avenue and Ellis Avenue, Murrieta Road and Case Road, Case Road and I-215, and Mapes Road and I-215.

The plans and specifications for all facilities are or will be on file in the City of Perris Public Works Department and, by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto. The plans and specifications sufficiently show and describe the general nature, location and extent of the improvements.

The streetlight improvements will be owned by the City of Perris and, upon construction will be shown on the Perris Street Light Atlas Maps. The traffic signals are owned by the City of Perris and are shown on the City of Perris Traffic Signal Location Map. Said Map and Atlas are on file in the City of Perris Office of Public Works Department and are made a part of this report to the same extent as if said documents were attached hereto.

PART 2. An Estimate of the cost for the improvements to be maintained and/or improved for a given fiscal year includes labor, materials, electricity, and appurtenances. Incidental costs include engineering, legal, City Clerk, and administration expenses, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

The estimated annual cost for maintenance of the facilities is listed as follows:

Facility	Quantity	Annual Cost	Total Cost
Street Lights			
9,500 Lumen	0	\$57.96	\$0.00
High-Output LED	38	\$89.40	3,397.20
Maintenance and Replacement	38	\$61.20	2,325.60
Traffic Signals			
Redlands Avenue and Ellis Avenue	50%	\$9,610.89	4,805.45
Ellis Avenue and Case Road	25%	\$9,610.89	2,402.72
Murrieta Road and Case Road	50%	\$9,610.89	4,805.45
Case Road and I-215	50%	\$9,610.89	4,805.45
Mapes Road and I-215	50%	\$9,610.89	4,805.45

Subtotal			\$27,347.32
Incidental Costs			\$4,102.10
City Contribution for Street Lights	38	-\$31.44	-\$1,194.72
Balance to Assessment			\$30,254.62

PART 3. The **Assessment Roll** shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of the Diagram, enclosed herein as Part 4.

Street lighting and the orderly circulation of traffic directly benefits the area to be annexed to Maintenance District No. 84-1. Any share of the benefits received that does not provide a special benefit to the assessed properties is a general benefit provided by the improvements. The cost of the general benefit is not to be assessed to the properties in the district.

The cost of the general benefit is to be contributed by the City. This cost for lights is equal to the unit cost difference between a local street light and an arterial street light. A local street light is the standard required on a local street. Arterial streets require a higher output street light in order to service a capacity greater than the local traffic.

The method of assessment is based on units, with a residential dwelling or condominium equal to one benefit unit. The relationship between residential lots and non-residential development has been established at 4.2 residential lots to one assessed acre based on the general density of the City as a whole. The assessed acreage is the net acreage of the area to be annexed.

The current annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities is equal to \$46.28 per benefit unit, shown as follows:

$$\frac{1.0 \text{ Assessed Acre}}{4.2 \text{ Benefit Units}} \times \frac{\$30,254.62}{155.65 \text{ AC}} = \$46.28 \text{ per Benefit Unit}$$

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

Reference is made to the FY 2022/2023 annual proceedings for Maintenance District No. 84-1, as confirmed and set forth by Resolution. Under these proceedings, the benefit for the annual maintenance of streetlight and traffic signals is equal to \$46.28 per Benefit Unit, or single family home. For the purposes of this report, this assessment determines the net specific streetlight and traffic signal benefit.

The assessment, by Parcel, is as follows:

Parcel	APN	Net Acreage	Taxable Acreage	Benefit Units	Estimated Maximum Annual Assessment
1	310-170-006	8.26	5.93	24.91	\$1,152.83
2	310-170-009	24.16	17.34	72.83	3,370.57
3	310-170-010	83.12	59.65	250.53	11,594.53
4	310-170-011	16.54	11.87	49.85	2,307.06
5	310-170-012	16.39	11.76	49.39	2,285.77
6	310-220-057	12.44	8.93	37.51	1,735.96
7	310-220-058	55.98	40.17	168.71	7,807.90
Total		216.89	155.65	653.73	\$30,254.62

With the construction of streetlights, as a condition of approval, the developer is required by the City to provide certain standard street lighting for the area within the development; and the energy costs for the initial 18-month period. No newly annexed area or portion thereof is assessed prior to the completion of the 18-month period.

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

PART 4. **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with the boundary of PM 37988. Said boundary is designated as "Diagram of Annexation of PM 37988 to Maintenance District No. 84-1, City of Perris, County of Riverside, State of California." The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of annexation and benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

PART 5. **A Consent and Waiver for Annexation** to the District has been signed by the owners of the area within the proposed annexation. Said consent and waiver is included herein as Attachment No. 3.

**Assessment Roll
Annexation of PM 37988
To Maintenance District No. 84-1
City of Perris**

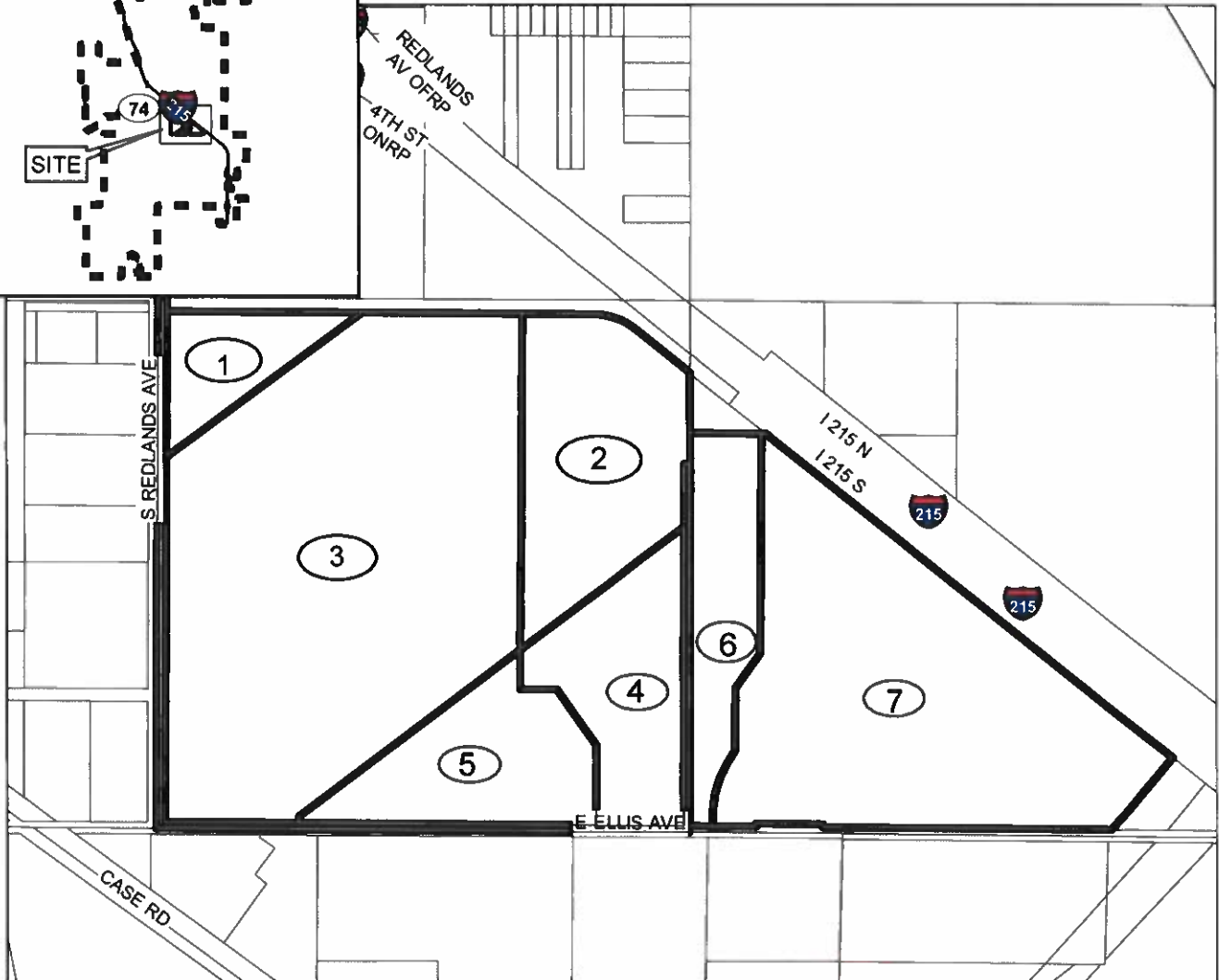
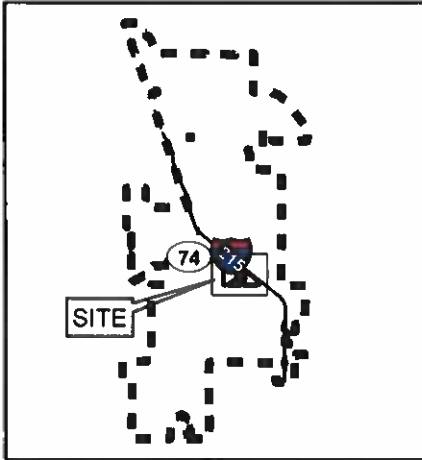
Assessment Number	Assessor Parcel Number	Estimated Annual Assessment	Fiscal Year 2022/2023
1	310-170-006	\$1,152.83	\$0.00
2	310-170-009	3,370.57	0.00
3	310-170-010	11,594.53	0.00
4	310-170-011	2,307.06	0.00
5	310-170-012	2,285.77	0.00
6	310-220-057	1,735.96	0.00
7	310-220-058	7,807.90	0.00
	Total	\$30,254.62	\$0.00

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

DIAGRAM OF ANNEXATION OF PM 37988 TO MAINTENANCE DISTRICT NO. 84-1

SITE LOCATION

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-170-006
2	310-170-009
3	310-170-010
4	310-170-011
5	310-170-012
6	310-220-057
7	310-220-058



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

CONSENT AND WAIVER TO ANNEKATION

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA, has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, said special maintenance districts known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 and MAINTENANCE DISTRICT NO. 84-1 (hereinafter referred to as the "Maintenance Districts"); and,

WHEREAS, the provisions of Article II of Chapter 2 of the Act authorize the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA to order the annexation of territory to the Maintenance Districts; and,

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA may, pursuant to said provisions of the Act, order the annexation of territory to the Maintenance Districts without notice and hearing or filing of an Engineer's "Report" as would otherwise be required by the provisions of the Act if all of the owners of property within the territory proposed to be annexed, have given written consent to the proposed annexation; and,

WHEREAS, the undersigned, the owners of all property within the territory proposed to be annexed to the Maintenance Districts, acknowledge that pursuant to the provisions of the Act, the undersigned would be entitled to notice and hearing and the preparation of an Engineer's "Report" pertaining to the annexation of the property, acknowledge that they are aware of the proposed annexation to the Maintenance Districts of the property owned by the undersigned, and waives any and all right which the undersigned may now have to notice and hearing or the filing of an Engineer's "Report" pertaining to the annexation of the undersigned's property to the Maintenance Districts.

NOW, THEREFORE, it is hereby declared by the undersigned property owners as follows:

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

SECTION 2. That the undersigned, constituting the owners of the property described in Exhibit "A" attached hereto and incorporated herein by this reference and further constituting all of the property within the territory proposed to be annexed to the Maintenance Districts, hereby consent to the proposed annexation of said property to the Maintenance Districts without notice and hearing or filing of an Engineer's "Report" pertaining to such annexation.

Dated: 10/19/22

Charles R. [Signature]
Signature

List Property Owner Name and Mailing Address

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Los Angeles }

On 10/19/2022 before me, Kristin Muller, Notary Public
(Here insert name and title of the officer)

personally appeared Charles McPhee
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.

Kristin Muller
Notary Public Signature

(Notary Public Seal)



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 _____

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

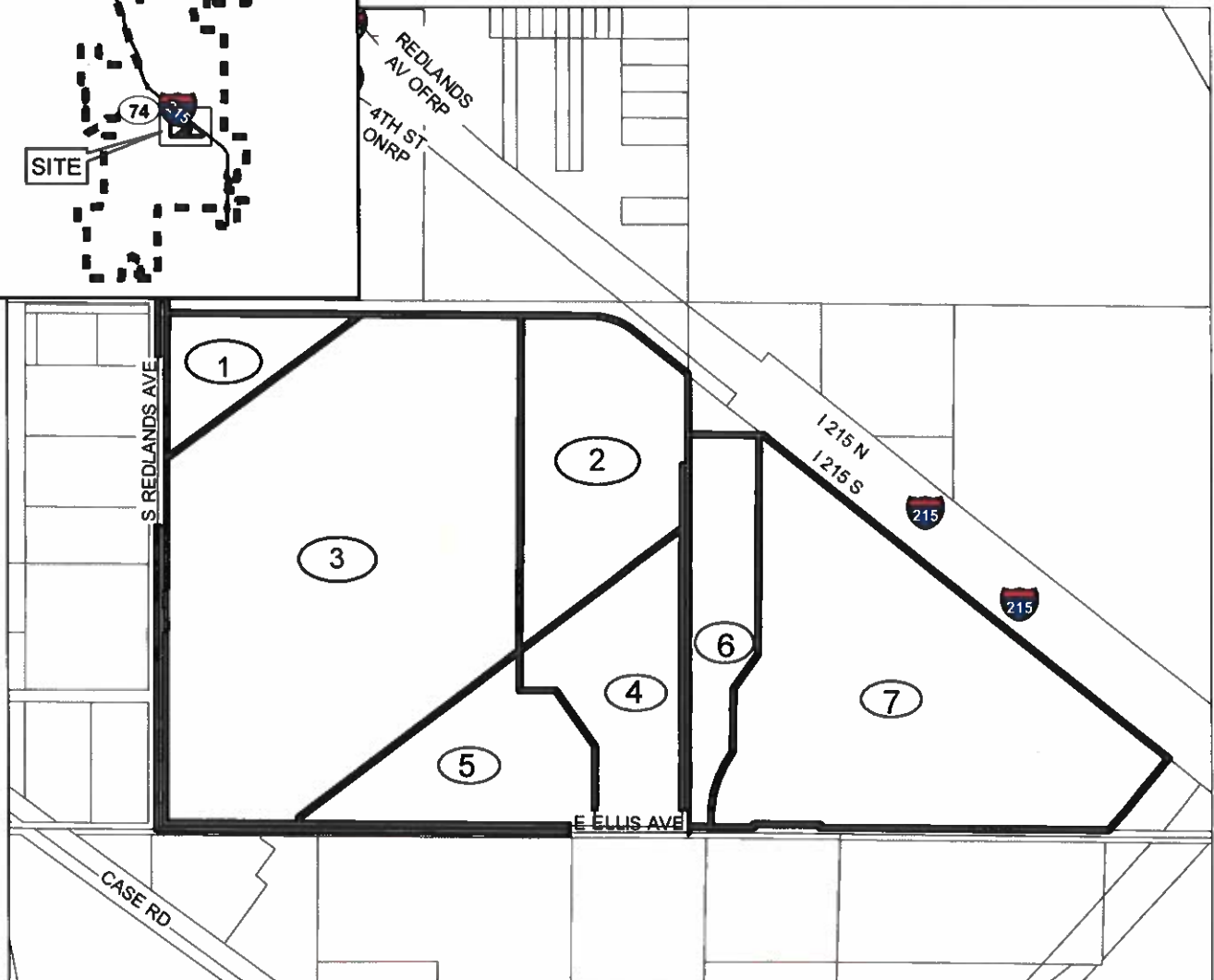
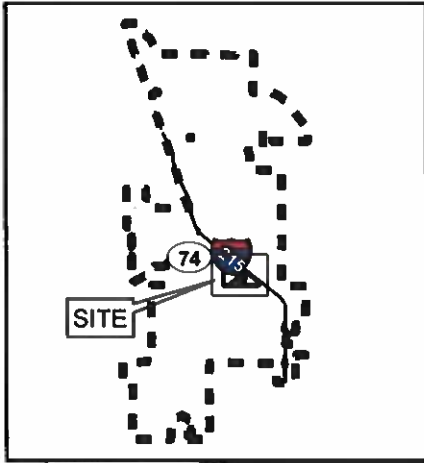
This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- 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 with a staple.

EXHIBIT A TO CONSENT AND WAIVER ANNEXATION OF PM 37988 TO MAINTENANCE DISTRICT NO. 84-1

SITE LOCATION

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-170-006
2	310-170-009
3	310-170-010
4	310-170-011
5	310-170-012
6	310-220-057
7	310-220-058



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

Attachment No. 4

Resolution to Preliminarily Approve Engineer's Report

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PM 37988 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as MAINTENANCE DISTRICT NO. 84-1 (the "District"); and

WHEREAS, on the 13th day of December, 2022, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act in connection with the annexation of PM 37988 ; and

WHEREAS, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no portion of the report requires or should be modified in any respect.

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

Section 1. The above recitals are true and correct, and are incorporated herein by this reference.

Section 2. That the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminary approved and confirmed.

Section 3. That the diagram showing the District referred to and described in said report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

Section 4. That the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 5. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed District.

ADOPTED, SIGNED and **APPROVED** this 13th day of December, 2022.

Mayor, Michael M. Vargas

Attest:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, City CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of December, 2022, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 5

Resolution of Intent

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 37988 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 31, 2023

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as MAINTENANCE DISTRICT NO. 84-1 (hereinafter referred to as the "District"); and

WHEREAS, the provisions of Article II of Chapter 2 of the Act authorize the City Council to order the annexation of territory to the District; and

WHEREAS, on the 13th day of December, 2022, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

WHEREAS, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered the Engineer's Report and each and every part thereof, and has found that each and every part of the Engineer's Report is sufficient, and that no portion of the report requires or should be modified in any respect; and

WHEREAS, the City now desires to declare its intention to annex certain property into the District, pursuant to the Act and, more specifically, Section 22587 thereof, and to take certain other actions as required by the Act;

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

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

Section 2. Description of Work: That the public interest and convenience requires and it is the intention of the City Council of the City of Perris to annex PM 37988 to the District, and to order the following work be done, to wit:

1. Installation, construction, maintenance, and servicing of streetlight and traffic signal facilities as authorized by Section 22525 of the Streets and Highways Code, State of California.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

Section 3. Location of Work: The improvements to be maintained and serviced consist of the streetlights and traffic signals within said annexation.

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

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of PM 37988 to Maintenance District Number 84-1" heretofore approved by the City Council of said City by Resolution No. ____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

Reference is hereby made to said map for a further, full, and more particular description of said assessment district, and the said map so on file shall govern for all details as to the extent of said assessment district.

Section 5. Report of Engineer: The City Council of said City by Resolution Number ____ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of PM 37988, to Maintenance District Number 84-1", is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Section 6. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the streetlights and traffic signals and appurtenant facilities is \$46.28 per Benefit Unit (single family home). Each year the current maximum annual assessment shall be increased by an amount equal to the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate increase projected for the upcoming fiscal year.

Section 7. Time and Place of Public Hearing: Notice is hereby given that on January 31st, 2023, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

Section 8. Landscaping and Lighting Act of 1972: All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

Section 9. Publication of Resolution of Intention: The City Clerk shall cause this Resolution of Intention to be published one time as required by Section 22552 of the California Streets and Highways Code, occurring no later than 10 days prior to the public hearing at which the City Council will consider levying the proposed special assessments. The published notice will encompass one-eighth of a newspaper page. The Perris City News is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

Section 10. Mailing of Notice: The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10-point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each

notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

Section 11. Designation of Contact Person: That this City Council does hereby designate, Stuart McKibbin, Contract City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

Section 12. Certification: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 13th day of December, 2022.

Mayor, Michael M. Vargas

Attest:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of December, 2022, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: December 13, 2022

SUBJECT: Annexation of PM 37988 to Landscape Maintenance District No. 1
 Owner(s): IDIL Perris North 3, LP
 APN(s): 310-170-006, 310-170-009, 310-170-010, 310-170-011, 310-170-012, 310-220-057, and 310-220-058, located at the northeast corner of Ellis and Redlands Avenues
 Project: PM 37988- Industrial Buildings

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex PM 37988 and setting a public hearing date of January 31, 2023

CONTACT: Stuart McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION: PM 37988 is a construction located at the northeast corner of Ellis and Redlands Avenues will contain three buildings totaling no more than 2,840,836 square feet (two industrial warehouse buildings a total of 2,010,820 sq. ft., and the third building a total of 839,527 sq. ft.) on approximately 216 net acres. (See attached Boundary Map).

Annexation of PM 37988 will allow the City to finance the annual maintenance of landscape improvements to be installed adjacent to the project that benefits this property.

BUDGET (or FISCAL) IMPACT: The current maximum annual assessment is \$52,786.70. Each year the current maximum annual assessment shall be increased by an amount equal to the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager *WB*

Deputy City Manager *ER*

Attachments:

1. Vicinity Map
2. Resolution Ordering Preparation of the Engineer's Report
3. Engineer's Report
4. Resolution Preliminarily Approving Engineer's Report
5. Resolution of Intention to Annex PM 37988 to Landscape Maintenance District No. 1

Consent: x

Public Hearing:

Business Item:

Presentation:

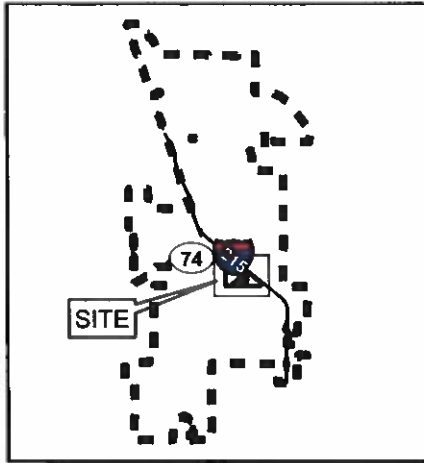
Other:

Attachment No. 1

Vicinity Map

DIAGRAM OF ANNEXATION OF PM 37988 TO BENEFIT ZONE 166 LANDSCAPE MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-170-006
2	310-170-009
3	310-170-010
4	310-170-011
5	310-170-012
6	310-220-057
7	310-220-058



Attachment No. 2

Resolution to Order Engineer's Report

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 166 PM 37988 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created BENEFIT ZONE 166 therein (hereinafter referred to as the "Benefit Zone 166"); and

WHEREAS, it has been determined by the City Council of the City of Perris, County of Riverside, California, that the public interest, convenience and necessity requires the installation and planting of landscape materials and the installation and construction of an irrigation system and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California, and the maintenance thereof, all within the incorporated boundaries of the City of Perris, California; and

WHEREAS, the City Council has heretofore appointed Stuart McKibbin, the Contract City Engineer for the City of Perris, as the "Engineer of Work" for Landscape Maintenance District Number 1 and Willdan Financial Services has heretofore been appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code, State of California.

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

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the installation and planting of landscape materials and the installation and construction of an irrigation system and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California.

Section 3. That PM 37988 be defined as that area to be annexed to Benefit Zone 166, City of Perris Landscape Maintenance District Number 1.

Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of PM 37988, to Benefit Zone 166, Landscape Maintenance District Number 1, City of Perris, County of Riverside, State of California."

Section 5. That the proceedings are to be conducted for said annexation to the maintenance district under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

Section 6. That Stuart McKibbin, the Contract City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and Willdan Financial Services, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

Section 7. That Stuart McKibbin, the Contract City Engineer for the City of Perris, is hereby designated to sign all papers and documents in connection with the proceedings for the annexation to said maintenance district, acting in the capacity of the Engineer of Work.

Section 8. That the cost of maintaining the facilities set forth herein in subject annexation to the district shall be borne by the property owners within the subject annexation to the district, said cost to be assessed and collected in accordance with said Landscaping and Lighting Act of 1972.

Section 9. That the Engineer of Work is hereby ordered to prepare a report in accordance with Article 4 of said maintenance act, and is hereby directed to prepare and file such report with the City Clerk.

ADOPTED, SIGNED and APPROVED this 13th day of December, 2022.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 13th day of December, 2022, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 3

Engineer's Report

AGENCY: City of Perris

**PROJECT: Annexation of PM 37988
To Benefit Zone 166, Landscape Maintenance District No. 1**

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

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2022 to June 30, 2023, for that area to be known and designated as:

**"Annexation of PM 37988
To Benefit Zone 166, Landscape Maintenance District No. 1"**

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

Executed this 13th day of December, 2022.

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

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 31st day of January, 2023, by adoption of Resolution _____ of the City Council.

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

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 13th day of December, 2022.

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

Report

PART 1. Plans and Specifications for the improvements to be maintained and/or improved for a fiscal year have been or will be designed for acceptance by the City of Perris. In general, the landscaping, irrigation, and appurtenances to be maintained are the parkways along Redlands Avenue and Ellis Avenue along the frontage of PM 37988.

Reference is made to the following documents as prepared by Albert A. Webb Associates, that are entitled:

- "TPM 35877 - PLC North Bldg - Home Depot, LMD Landscape Parkway Improvement Plans" and
 - "TPM 35877 - PLC North Bldg - Home Depot, LMD Ellis Ave. Median Improvement Plans"

Upon final approval, plans and specifications for the improvements are or will be on file in the City of Perris Office of Community Development and, by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto. The plans and specifications will sufficiently show and describe the general nature, location and extent of all the improvements.

PART 2. An Estimate of the cost for the improvements to be maintained and/or improved for a given fiscal year includes labor, water, electricity, materials and plant replacement, trash removal and appurtenances. Incidental costs include annual engineering, legal, City Clerk, Finance Department, and Public Works expenses, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

Due to the soil, water, exposure, and pedestrian traffic, plant replacement in parkways is estimated at a 2% die-off rate at 2.5-foot on-center. For medians, plant replacement is estimated at a 3% die-off rate at 2.5-foot on-center. Tree trimming is scheduled to occur every other year. Mulch is applied every three years and irrigation replacement/repairs are scheduled to occur every fifth year.

The maximum annual assessment is based on the estimated cost of maintaining the plants at maturity. The annual assessment levied will be based on the actual expenses incurred by Benefit Zone 166 (BZ 166).

The annual cost for maintenance of the public improvements is estimated as follows:

<u>First Category of Improvements</u>			<u>Unit</u>	<u>Years</u>	<u>Annual</u>
<u>Parkways</u>	<u>Quantity</u>	<u>Unit*</u>	<u>Cost</u>	<u>Occurrence</u>	<u>Cost</u>
Maintenance	43,727	SF	\$0.54	1	\$23,612.58
Plant Replacement (2%)	140	EA	\$15.75	1	2,205.00
Tree Trimming	117	EA	\$100.00	2	5,850.00
Irrigation Repairs & Replacement Fund	43,727	SF	\$0.06	5	524.72
Irrigation Controller Replacement Fund	1	EA	\$7,500.00	10	750.00
Mulch	405	CY	\$30.00	3	<u>4,050.00</u>
Subtotal					\$36,992.30
Incidentals					<u>\$7,398.46</u>
Total Parkway Costs					\$44,390.76
<u>Second Category of Improvements</u>					

Ellis Avenue Median	Quantity	Unit*	Unit Cost	Years Occurrence	Annual Cost
Maintenance	10,730	SF	\$0.54	1	\$5,794.20
Plant Replace	52	EA	\$15.75	1	819.00
Tree Trimming	19	EA	\$100.00	2	950.00
Irrigation Repair & Replacement Fund	10,730	SF	\$ 0.06	5	128.76
Irrigation Controller Replacement Fund	1	EA	\$7,500.00	10	750.00
Mulch	100	CY	\$30.00	3	1,000.00
Cobble Rock	3,399	SF	\$0.55	10	186.95
6" Mow Curb	4,678	LF	15.75	20	842.63
Safety Edge Replacement Fund	2,236	LF	\$15.75	10	<u>3,521.70</u>
Subtotal Median Maintenance					\$13,993.24
Incidentals					\$2,798.65
Total Ellis Ave Median Maintenance					\$16,791.89
Less 50% Share of Ellis Avenue Median					(\$8,395.95)
Total Costs					<u>\$52,786.70</u>

*** Units Legend:**

CY = Cubic Yard

EA = Each

LF = Lineal Feet

SF =Square Feet

The total estimated cost of maintaining all the improvements in BZ 166 is summarized as follows:

Improvement Category	Estimated Annual Cost
Parkways	\$44,390.76
Ellis Avenue Median (50% Share)	8,395.94
Total Estimated Annual Cost⁽¹⁾	\$52,786.70

⁽¹⁾Total may not foot due to rounding.

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections is usually distributed by the County of Riverside the following January. A 6-month tax roll reserve, based on the annual cost of all the improvements is \$26,393.35.

The property owner shall be responsible for the maintenance and upkeep of the public parkway landscaping set forth herein for a period of one year after acceptance of the improvements by the City of Perris. Benefit Zone 166, for the fiscal year commencing July 1, 2022 to June 30, 2023, will incur zero costs.

PART 3. The Assessment Roll shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of BZ 166, as shown on the Diagram, enclosed herein as Part 4.

The area within BZ 166 specifically benefits from the maintenance of improvements described above. PM 37988 is conditioned for the improvements as a requirement for development.

The method of assessment is based on units, with one benefit unit assigned to each acre within Benefit Zone 166, for a total of 216.89 benefit units. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities within Benefit Zone 166 is equal to \$243.38 per benefit unit. The Benefit Units assigned and the corresponding current maximum annual assessment, per Parcel within Benefit Zone 166, are listed as follows:

<u>Parcel</u>	<u>Taxable Acreage/ Benefit Units</u>	<u>Maximum Annual Assessment</u>
310-170-006	8.26	\$2,010.32
310-170-009	24.16	5,880.06
310-170-010	83.12	20,229.75
310-170-011	16.54	4,025.51
310-170-012	16.39	3,989.00
310-220-057	12.44	3,027.65
310-220-058	55.98	13,624.42
Total	216.89	\$52,786.70

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

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

PART 4. A Diagram of the Annexation. The boundary of the area to be annexed is coincident with the boundary of PM 37988. Said boundary is designated as "Diagram of Annexation of PM 37988 to Benefit Zone 166, Landscape Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

PART 5. A Consent and Waiver for Annexation to the District has been signed by the owner of the area within the proposed annexation. Said consent and waiver are included herein as Attachment No. 3.

**Assessment Roll
Annexation of PM 37988
To Benefit Zone 166,
Landscape Maintenance District No. 1, City of Perris**

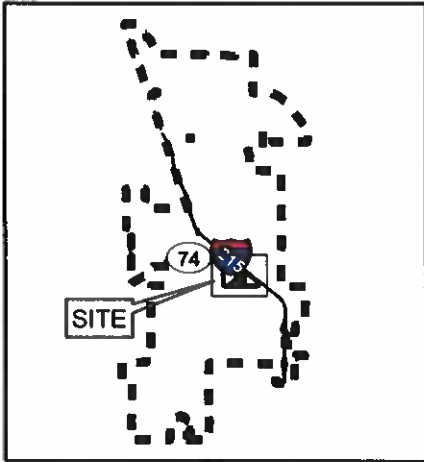
<u>Assessment Number</u>	<u>Description</u>	<u>Assessor Parcel Numbers</u>	<u>Estimated Annual Assessment</u>	<u>Fiscal Year 2022/2023</u>
1	PM 37988	310-170-006	\$2,010.32	\$0.00
2	PM 37988	310-170-009	5,880.06	0.00
3	PM 37988	310-170-010	20,229.75	0.00
4	PM 37988	310-170-011	4,025.51	0.00
5	PM 37988	310-170-012	3,989.00	0.00
6	PM 37988	310-220-057	3,027.65	0.00
7	<u>PM 37988</u>	<u>310-220-058</u>	<u>13,624.42</u>	<u>0.00</u>
Total			\$52,786.70	\$0.00

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

DIAGRAM OF ANNEXATION OF PM 37988 TO BENEFIT ZONE 166 LANDSCAPE MAINTENANCE DISTRICT NO. 1

SITE LOCATION

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-170-006
2	310-170-009
3	310-170-010
4	310-170-011
5	310-170-012
6	310-220-057
7	310-220-058



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

CONSENT AND WAIVER TO ANNEXATION

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA, has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, said special maintenance districts known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 and MAINTENANCE DISTRICT NO. 84-1 (hereinafter referred to as the "Maintenance Districts"); and,

WHEREAS, the provisions of Article II of Chapter 2 of the Act authorize the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA to order the annexation of territory to the Maintenance Districts; and,

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA may, pursuant to said provisions of the Act, order the annexation of territory to the Maintenance Districts without notice and hearing or filing of an Engineer's "Report" as would otherwise be required by the provisions of the Act if all of the owners of property within the territory proposed to be annexed, have given written consent to the proposed annexation; and,

WHEREAS, the undersigned, the owners of all property within the territory proposed to be annexed to the Maintenance Districts, acknowledge that pursuant to the provisions of the Act, the undersigned would be entitled to notice and hearing and the preparation of an Engineer's "Report" pertaining to the annexation of the property, acknowledge that they are aware of the proposed annexation to the Maintenance Districts of the property owned by the undersigned, and waives any and all right which the undersigned may now have to notice and hearing or the filing of an Engineer's "Report" pertaining to the annexation of the undersigned's property to the Maintenance Districts.

NOW, THEREFORE, it is hereby declared by the undersigned property owners as follows:

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

SECTION 2. That the undersigned, constituting the owners of the property described in Exhibit "A" attached hereto and incorporated herein by this reference and further constituting all of the property within the territory proposed to be annexed to the Maintenance Districts, hereby consent to the proposed annexation of said property to the Maintenance Districts without notice and hearing or filing of an Engineer's "Report" pertaining to such annexation.

Dated: 10/19/22

Edward R. [Signature]
Signature

List Property Owner Name and Mailing Address

Please have notarized

Attachment 1-3

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Los Angeles)

On 10/19/2022 before me, Kristin Muller, Notary Public
(Here insert name and title of the officer)

personally appeared Charles McPhee
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.

Kristin Muller
Notary Public Signature

(Notary Public Seal)



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 _____

CAPACITY CLAIMED BY THE SIGNER

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

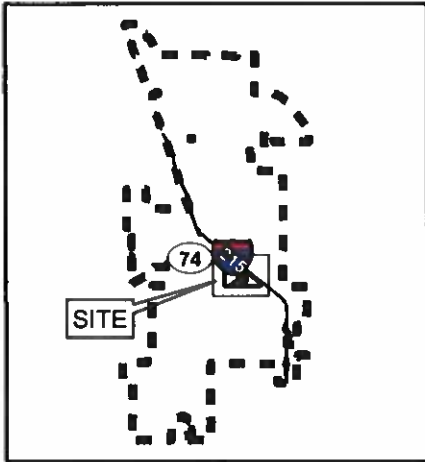
INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- 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 with a staple.

EXHIBIT A TO CONSENT AND WAIVER PM 37988 TO BENEFIT ZONE 166 LANDSCAPE MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-170-006
2	310-170-009
3	310-170-010
4	310-170-011
5	310-170-012
6	310-220-057
7	310-220-058



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

Attachment No. 4

Resolution to Preliminarily Approve Engineer's Report

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PM 37988 TO BENEFIT ZONE 166, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created Benefit Zone 166 therein (hereinafter referred to as the "Benefit Zone 166"); and

WHEREAS, on the 13th day of December, 2022, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number _____ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by Act in connection with the annexation of PM 37988 to Benefit Zone 166; and

WHEREAS, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no portion of the report requires or should be modified in any respect.

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

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. That the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminary approved and confirmed.

Section 3. That the diagram showing the District referred to and described in said report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

Section 4. That the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 5. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed District.

ADOPTED, SIGNED and APPROVED this 13th day of December, 2022.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof 13th day of December, 2022, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 5

Resolution of Intent

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 166, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 166, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 37988 TO BENEFIT ZONE 166, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 31, 2023

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created BENEFIT ZONE 166 therein (hereinafter referred to as the "Benefit Zone 166"); and

WHEREAS, the provisions of Article II of Chapter 2 of the Act authorize the City Council to order the annexation of territory to the District; and

WHEREAS, on the 13th day of December, 2022, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

WHEREAS, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered the Engineer's Report and each and every part thereof, and has found that each and every part of the Engineer's Report is sufficient, and that no portion of the report requires or should be modified in any respect; and

WHEREAS, the City now desires to declare its intention to annex certain property into Benefit Zone 166 of the District, pursuant to the Act and, more specifically, Section 22587 thereof, and to take certain other actions as required by the Act;

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

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

Section 2. Description of Work: That the public interest and convenience requires, and it is the intention of the City Council of the City of Perris to annex PM 37988 to Benefit Zone 166 of the District, and to order the following work be done, to wit:

1. Installation, construction, maintenance, and servicing of landscaping as authorized by Section 22525 of the Streets and Highways Code, State of California.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

Section 3. Location of Work: The improvements to be maintained and serviced include the irrigation system, landscaping, and appurtenances benefiting PM 37988. The landscaping, irrigation, and appurtenances to be maintained are the parkways and medians on Ellis Avenue and Redlands Avenue along the frontage of PM 37988.

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

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of PM 37988 to Benefit Zone 166, Landscape Maintenance District Number 1" heretofore approved by the City Council of said City by Resolution No ____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

Reference is hereby made to said map for a further, full, and more particular description of said assessment district, and the said map so on file shall govern for all details as to the extent of said assessment district.

Section 5. Report of Engineer: The City Council of said City by Resolution Number ____ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled “Engineer’s Report for Annexation of PM 37988 to Benefit Zone 166, Landscape Maintenance District Number 1”, is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Section 6. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the public landscaping and appurtenant facilities is equal to \$243.38 per Benefit Unit. Each year the current maximum annual assessment shall be increased by an amount equal to the Consumer Price Index (“CPI”) from January to January for the Riverside-San Bernardino-Ontario area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year

Section 7. Time and Place of Public Hearing: Notice is hereby given that on January 31, 2023, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

Section 8. Landscaping and Lighting Act of 1972: All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

Section 9. Publication of Resolution of Intention: The City Clerk shall cause this Resolution of Intention to be published one time as required by 22552 of the California Streets and Highways Code, with the publication occurring no later than 10 days prior to the public hearing at which the City Council will consider levying the proposed special assessments.

The published notice will encompass one-eighth of a newspaper page. The Perris City News is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

Section 10. Mailing of Notice: The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10-point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 54953 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

Section 11. Designation of Contact Person: That this City Council does hereby designate, Stuart McKibbin, Contract City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

Section 12. Certification: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and **APPROVED** this 13th day of December, 2022.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 13th day of December, 2022, by the following called vote:

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

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: December 13, 2022

SUBJECT: Annexation of PM 37988 to Flood Control Maintenance District No. 1 (FCMD 1)
 Owner(s): IDIL Perris North 3, LP
 APN(s): 310-170-006, 310-170-009, 310-170-010, 310-170-011, 310-170-012, 310-220-057, and 310-220-058, located at the northeast corner of Ellis and Redlands Avenues
 Project: PM 37988- Industrial Buildings

REQUESTED ACTION: Adoption of Resolution of Intention to Annex PM 37988 to Flood Control Maintenance District No. 1 and set a public hearing date of January 31, 2023

CONTACT: Stuart McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION: PM 37988 is a construction located at the northeast corner of Ellis and Redlands Avenues will contain three buildings totaling no more than 2,840,836 square feet (two industrial warehouse buildings a total of 2,010,820 sq. ft., and the third building a total of 839,527 sq. ft.) on approximately 216 net acres. (See attached Boundary Map).

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

The improvements to be maintained under Benefit Zone 132 includes 42-inch reinforced concrete (RCP) storm drain pipes, and appurtenances, all located within the public right-of-way. Improvements are to be maintained by Benefit Zone 132 in perpetuity with the exception of approximately 207 LF RCP which may be maintained on an interim basis by Benefit Zone 132 pending turnover to Riverside County Flood Control District.

BUDGET (or FISCAL) IMPACT: The maximum annual assessment is \$8,491.50. Each year the current maximum annual assessment shall be increased by an amount equal to the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager LB

Deputy City Manager ER

Attachments:

1. Vicinity Map
2. Engineer's Report
3. Resolution of Intention to Annex PM 37988 to Flood Control MD No. 1

Consent: x

Public Hearing:

Business Item:

Presentation:

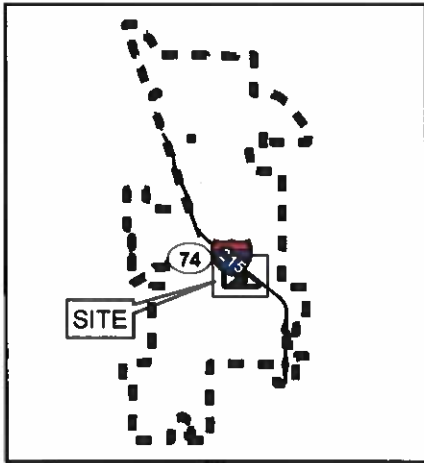
Other:

Attachment No. 1

Vicinity Map

DIAGRAM OF ANNEXATION OF PM 37988 TO BENEFIT ZONE 132 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-170-006
2	310-170-009
3	310-170-010
4	310-170-011
5	310-170-012
6	310-220-057
7	310-220-058



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

Attachment No. 2

Engineer's Report

AGENCY: City of Perris

**PROJECT: Annexation of PM 37988
To Benefit Zone 132, Flood Control Maintenance District No. 1**

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

REPORT PURSUANT TO "BENEFIT ASSESSMENT ACT OF 1982"

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

**"Annexation of PM 37988
To Benefit Zone 132, Flood Control Maintenance District No. 1"**

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

Executed this 13th day of December, 2022.

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

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made the 31st day of January, 2023, by adoption of Resolution _____ of the City Council.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 13th day of December, 2022.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. A General Description of the flood control improvements to be maintained includes facilities that will accommodate the storm flow and protect PM 37988 from inundation. These public improvements channel, contain and convey the storm flow away from the property and towards the Perris Valley Storm Drain Channel.

The improvements to be maintained under Benefit Zone 132 includes 42-inch reinforced concrete (RCP) storm drain pipes, and appurtenances, all located within the public right-of-way. Improvements are to be maintained by Benefit Zone 132 in perpetuity with the exception of approximately 207 LF RCP which may be maintained on an interim basis by Benefit Zone 132 pending turnover to Riverside County Flood Control District.

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

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

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

- "Storm Drain Improvement Plans for Plans Perris Logistics Center North Ellis Avenue East of Redlands Avenue," prepared by Thienes Engineering, Inc..

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

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

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

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
42" Storm Drain Pipes	1,665	LF	\$4.25	<u>\$7,076.25</u>
Subtotal				\$7,076.25
Incidentals				\$1,415.25
Annual Maintenance Costs				\$8,491.50

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

Zero costs will be assessed to Benefit Zone 132 for the fiscal year commencing July 1, 2022 to June 30, 2023.

PART 4 **The Assessment Roll** shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of the Diagram, enclosed herein as Part 5.

The storm drainage facilities will accommodate the storm flow specifically impacting Benefit Zone 132. These improvements specifically benefit the area within the annexation; and, the improvements were required for the approval of, and as of consequence of, development of this area.

The method of assessment is based on units, with one benefit unit assigned to each acre within Benefit Zone 132 for a total of 216.89 benefit units. The current maximum annual assessment, under Benefit Zone 132, reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities, is equal to \$39.15 per Benefit Unit, as follows:

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

$$\frac{\$8,491.50}{216.89 \text{ Benefit Units}} = \$39.15 \text{ per Benefit Unit}$$

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

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

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January. A 6-month tax roll reserve for the current maintenance of the flood control facilities and incidental costs is estimated to be \$4,245.75.

PART 5. **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with PM 37988. Said boundary is designated as "Diagram of Annexation of PM 37988 to Benefit Zone 132, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

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

Assessment Roll

**Annexation of PM 37988
To Benefit Zone 132,
Flood Control Maintenance District No. 1, City of Perris**

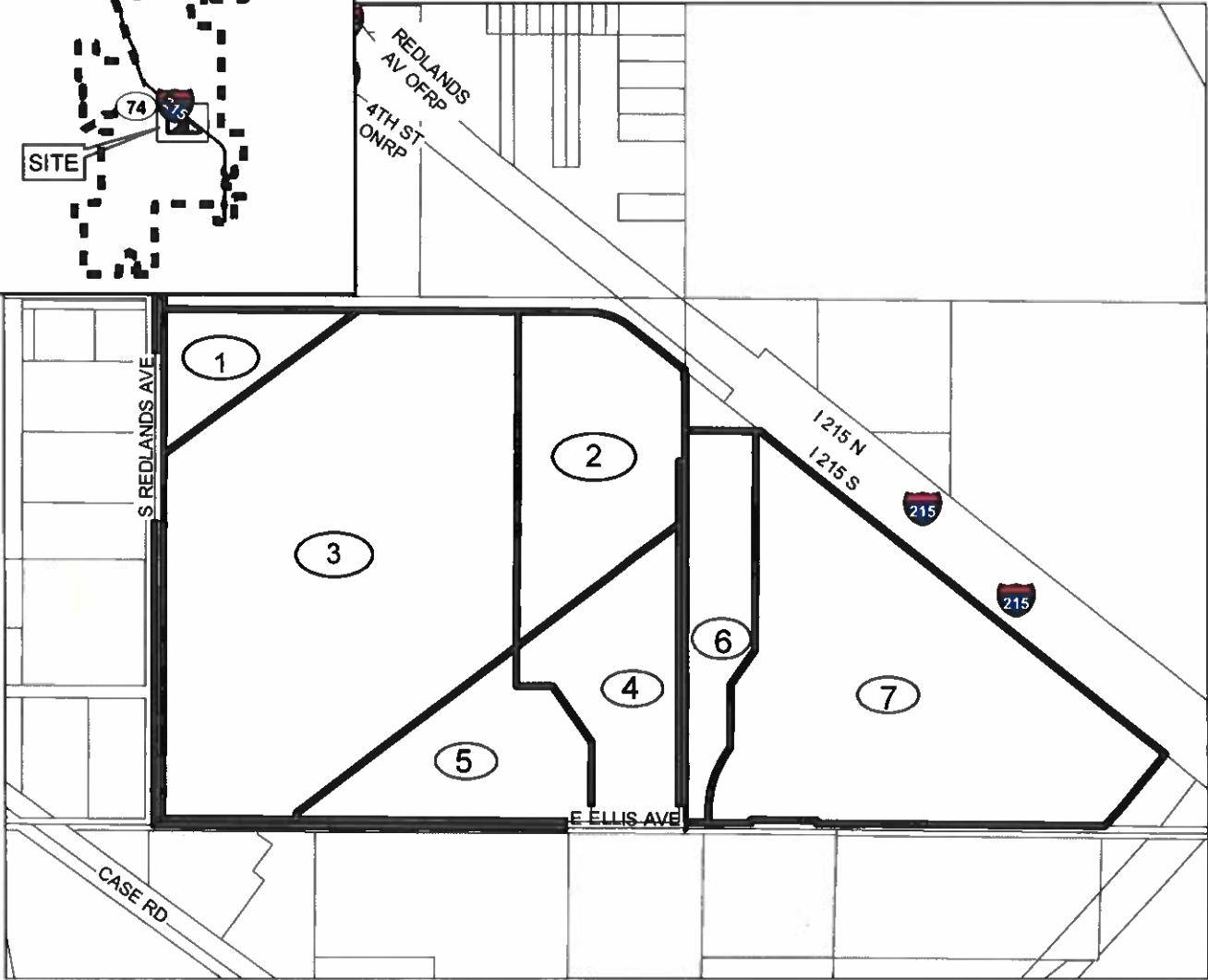
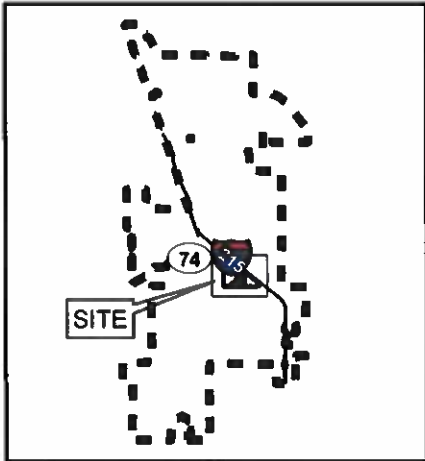
<u>Benefit Zone / Assessment Number</u>	<u>Description</u>	<u>Assessor Parcel Number</u>	<u>Estimated Annual Assessment</u>	<u>Fiscal Year 2022/2023</u>
132	PM 37988	310-170-006	\$323.39	\$0.00
132	PM 37988	310-170-009	945.89	0.00
132	PM 37988	310-170-010	3,254.25	0.00
132	PM 37988	310-170-011	647.56	0.00
132	PM 37988	310-170-012	641.69	0.00
132	PM 37988	310-220-057	487.04	0.00
132	PM 37988	310-220-058	2,191.68	0.00
	Total		\$8,491.50	\$0.00

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

DIAGRAM OF ANNEXATION OF PM 37988 TO BENEFIT ZONE 132 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

SITE LOCATION

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-170-006
2	310-170-009
3	310-170-010
4	310-170-011
5	310-170-012
6	310-220-057
7	310-220-058



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

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

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

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

TO: The City Council of the City of Perris

We, the undersigned, hereby:

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

Dated:

10/19/22

Signature

Charles Cooper

List Property Owner Name and Mailing Address

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Los Angeles }

On 10/19/2022 before me, Kristin Muller, Notary Public
(Here insert name and title of the officer)

personally appeared Charles McPhee,
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.

Kristin Muller
Notary Public Signature (Notary Public Seal)



INSTRUCTIONS FOR COMPLETING THIS FORM

ADDITIONAL OPTIONAL INFORMATION

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

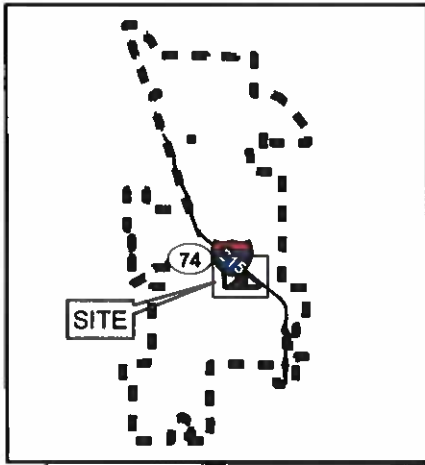
Trustee(s)

Other _____

- 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 with a staple.

EXHIBIT A TO CONSENT AND WAIVER ANNEXATION OF PM 37988 TO BENEFIT ZONE 132 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-170-006
2	310-170-009
3	310-170-010
4	310-170-011
5	310-170-012
6	310-220-057
7	310-220-058



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

Attachment No. 3

Resolution of Intention

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF PM 37988 TO BENEFIT ZONE 132, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 31, 2023

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain flood control and drainage improvements within the boundaries of PM 37988 through the levy of benefit assessments pursuant to the provisions of Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code commonly known as the "Benefit Assessment Act of 1982", (the "Act"); and

WHEREAS, IDIL Perris North 3, LP. (the "Owner") has presented signed petitions to the City Council requesting the annexation of PM 37988 to a benefit assessment district to finance the maintenance of those certain drainage and flood control improvements permitted pursuant to Sections 54710 and 54710.5 of the Act (the "Improvements") which benefit properties within PM 37988; and

WHEREAS, the City Council now proposes to levy benefit assessments under the provisions of the Act to insure continued financing to maintain the Improvements pursuant to the Act, all for the benefit of parcels within PM 37988 and

WHEREAS, to accomplish such purposes, the City Council proposes to annex PM 37988 to Benefit Zone 132, Flood Control Maintenance District No. 1.

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

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

Section 2. Maintenance of the improvements will be of direct benefit to parcels within PM 37988 which are hereby declared to be the properties benefited by the Improvements and to be assessed to pay the cost and expenses thereof. The area of benefit shall be all that part of the City within the boundaries shown on the map entitled "Diagram of Annexation of PM 37988 to Benefit Zone 132, Flood Control Maintenance District Number 1" on file in the office of the City Clerk of the City of Perris, California.

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

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

Section 4. On the 31st day of January, 2023, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, the City Council will conduct a Protest Hearing at which time any and all persons having any objections to the work or extent of the annexation to the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

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

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 13th day of December, 2022.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 13th day of December, 2022, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



10.D.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: December 13, 2022

SUBJECT: Annexation of Parcels into CFD 1-S (South Perris Public Services District) – Annexation No. 10
Owner(s): IDIL Perris North 3, LP
APN(s): 310-170-006, 310-170-009, 310-170-010, 310-170-011, 310-170-012, 310-220-057, and 310-220-058, located at the northeast corner of Ellis and Redlands Avenues
Project: PM 37988- Industrial Buildings

REQUESTED ACTION: Adopt a Resolution of Intention to Annex Territory to CFD 1-S

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

PM 37988 is a construction located at the northeast corner of Ellis and Redlands Avenues will contain three buildings totaling no more than 2,840,836 square feet (two industrial warehouse buildings a total of 2,010,820 sq. ft., and the third building a total of 839,527 sq. ft.) on approximately 216 net acres. (See attached Boundary Map).

In 2006, the City Council formed Community Facilities District 1-S (South Perris Public Services) (the "Original District"), for the purpose of paying for additional public services and fire protection services within the area services by the Original District. On October 10, 2006, the qualified electors within the Original District approved by more than a two-thirds (2/3) vote the proposition of levying a special tax within the Original District. Subsequently, four other developments were annexed to the District and adopted the special taxes to be levied therein (the "Annexations" and, together with the Original District, the "District"). Other development and commercial projects in the City will be annexed to the District in the future.

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

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for January 31, 2023 regarding the proposed annexation. An election will be held following the public hearing. At that time the landowner will vote on annexing their property to the District and levying special

taxes within their District. The special tax levy for Fiscal Year 2022-23 is \$429.68 for Single-Family Residential Units, \$214.84 for Multi-Family Residential Units, and \$1,718.72 per Acre for Non-Residential Parcels. For each subsequent fiscal year following Fiscal Year 2022-2023, the Maximum Special Tax may be increased by an amount not to exceed two percent (2.00%) per year.

BUDGET (or FISCAL) IMPACT:

The property owner has forwarded a deposit to initiate the annexation process and the City may recoup all costs through the levy of the special tax.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager VB

Deputy City Manager ER

Attachments:

1. Boundary Map
2. Perris CFD 1-S Annex 10 Resolution of Intention

Consent: x

Public Hearing:

Business Item:

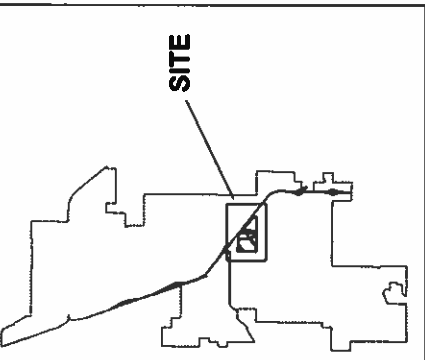
Presentation:

Other:

ATTACHMENT 1

BOUNDARY MAP

ANNEXATION MAP NO. 10 TO COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES)



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-170-006
2	310-170-009
3	310-170-010
4	310-170-011
5	310-170-012
6	310-220-057
7	310-220-058

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 10 TO COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF PERRIS

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

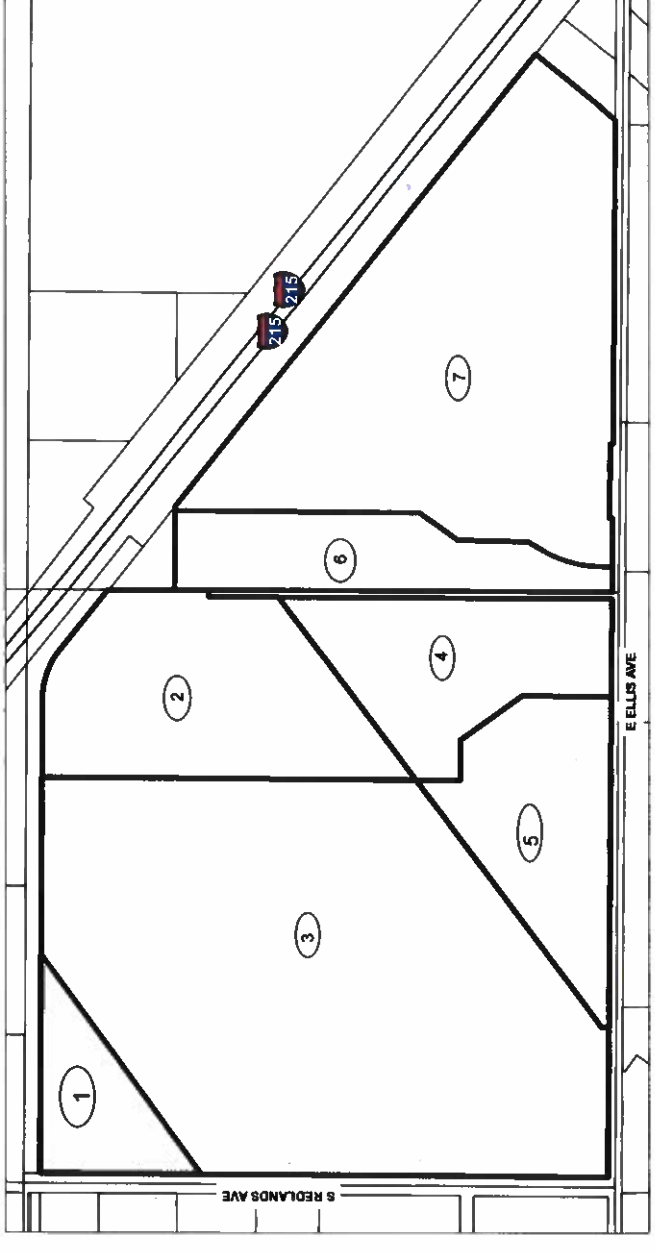
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN BOOK 67 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 64 AS INSTRUMENT NO. 2008-0674632.

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

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



ATTACHMENT 2

RESOLUTION OF INTENTION

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 10]

WHEREAS, the City Council (the "Council") of the City of Perris, California (the "City"), on August 29, 2006, has adopted its resolution of intention (the "Resolution of Intention") stating its intention to form Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, within the territory described more fully on the map entitled "Boundary Map, County of Riverside, California, Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris," a copy of which is on file with the City Clerk of the City of Perris; and

WHEREAS, on October 10, 2006, the Council adopted Resolution No. 3783 ("Resolution 3783") which established the District and called an election within the District on the proposition of levying a special tax; and

WHEREAS, on October 10, 2006, an election was held within the District at which the qualified electors approved by more than a two-thirds (2/3) vote the proposition of levying a special tax pursuant to a special tax formula (the "Rate and Method of Apportionment") as set forth in Resolution No. 3783 and attached hereto and incorporated herein as Exhibit "A", showing the tax levels in fiscal year 2005-06 and certain changes to indicate commencement of the levy the special tax; and

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

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

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

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

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

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

Section 2. It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled "Annexation Map No. 10 to Community Facilities District No. 1-S (South Perris Public Services)" that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit "B". The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

Section 3. It is the intention of the Council to order the financing of (1) fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; (2) police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto (collectively, the "Services"); and (3) the incidental expenses to be incurred in connection with financing the Services and forming and administering the District (the "Incidental Expenses"). The Services are public services that the City or a public agency is authorized by law to contribute revenue to or to provide. A description of the types of Services to be financed is set forth in Resolution No. 3783 and incorporated herein by reference. The Services to be financed by or on behalf of the District are necessary to meet increased demand upon the City and other public agencies as a result of development occurring within the boundaries of the Property. The Property, on a per unit basis, will share in the cost of the Services in the same proportion as units with the existing District pursuant to the Rate and Method of Apportionment.

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

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

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

Section 5. Notice is hereby given that on the 31st day of January, 2023, at the hour of 6:30 p.m., or as soon thereafter as is practicable, in the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570, a public hearing will be held at which the City Council, as the legislative body of the District, shall consider the proposed annexation of the Property and all other matters as set forth in this Resolution of Intention. At the above-mentioned time and place for such public hearing, any persons interested, including all taxpayers, property owners and registered voters within the District and the Property proposed to be annexed, may appear and be heard, and such testimony for or against the proposed annexation will be heard and considered.

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

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 13th day of December, 2022.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number ____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of December, 2022, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

**City of Perris
Community Facilities District No. 1-S, South Perris Public Services
CFD**

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A Special Tax shall be levied on all Taxable Property within the boundaries of the City of Perris Community Facilities District No. 1-S (South Perris Public Services) (the "District") and collected each Fiscal Year commencing in Fiscal Year 2006/07 according to the tax liability determined by the Council, through the application of the rate and method of apportionment of the Special Tax set forth below. All Taxable Property shall be taxed to the extent and in the manner herein provided.

A. DEFINITIONS

Acres means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. An Acre means 43,560 square feet of land.

Act means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

Administrative Expenses means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the District as determined by the City.

Annual Cost(s) means for each Fiscal Year, the total of 1) the estimated cost of Services as determined by the City; 2) Administrative Expenses, and 3) any amounts needed to cure actual or projected delinquencies in Special Taxes for the current or previous Fiscal Year.

Annual Tax Escalation Factor means an increase in the Maximum Special Tax Rate each year following the Base Year in an amount not to exceed 2% annually.

Assessor means the Assessor of the County of Riverside.

Assessor's Parcel means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

RESOLUTION NUMBER XXXX

Assessor's Parcel Map means an official map of the Assessor designating parcel(s) by Assessor's Parcel Number(s).

Assessor's Parcel Number means the number assigned to an Assessor's Parcel by the County for purposes of identification.

Base Year means Fiscal Year ending June 30, 2006.

CFD No. 1-S means the City of Perris Community Facilities District No. 1-S (South Perris Public Services).

CFD Administrator means an official of the City, or designee thereof, responsible for determining the Annual Costs and for levying and collecting the Special Taxes.

Council means the City Council of the City of Perris which acts for the District under the Act.

County means the County of Riverside, California.

Developed Property means for each Fiscal Year, commencing with Fiscal Year 2006/07, each Assessor's Parcel, for which a building permit for new construction was issued prior to May 1 of the previous Fiscal Year.

Exempt Property means an Assessor's Parcel that is not classified as Taxable Property. Exempt Property is not subject to the Special Tax.

Fiscal Year means the period starting on July 1 and ending the following June 30.

Land Use Class means any of the classes listed in Table 1 under Section C below.

Maximum Annual Special Tax means the greatest amount of Special Tax, determined in accordance with Section C below, which may be levied in any Fiscal Year on any Assessor's Parcel.

Multi-Family Unit means all Developed Property for which building permits have been issued for attached residential units.

Non-Residential Property means all Developed Property for which a building permit(s) was issued for a non-residential use.

Public Property means any property within the boundaries of the District, the ownership of which is transferred to a public agency of the District, and is used for rights-of-way or any other purpose and is owned by, or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency where the public agency has officially agreed to accept the offer of dedication; provided however that any property owned by a public agency and leased to a private entity and subject to taxation under Section 53340.1 of the Act shall

RESOLUTION NUMBER XXXX

be taxed and classified in accordance with its use.

Residential Property means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

Services means services, including 1) police protection services, 2) fire protection services and 3) park maintenance services that are in addition to those services that were provided within the boundaries of CFD 1-S at the time of formation of CFD 1-S.

Single-Family Unit means all Developed Property for which a building permit has been issued for single family detached residential development. Single Family Unit also includes mobile homes within a mobile home park or on other property.

Special Tax means any tax levied within the District pursuant to the Act and this rate and method of apportionment of Special Tax.

State means the State of California.

Taxable Property means all of the Assessor's Parcels within the boundaries of CFD 1-S that are classified as Residential Property or Non-Residential Property.

B. LAND USE CLASSIFICATION

Each Fiscal Year, each Assessor's Parcel within the boundaries of the District shall be classified as Taxable Property, Public Property or Exempt Property. Each Assessor's Parcel of Taxable Property shall be classified as Residential Property or Non-Residential Property. Each Assessor's Parcel of Residential Property shall be further classified as either a Single-Family Unit or the number of Multi-Family Units located on such Assessor's Parcel.

C. MAXIMUM SPECIAL TAX RATES

Table 1
Base Year
Maximum Special Tax Rates

Land Use Class	Description	Maximum Special Tax	Special Tax Levy Basis
1	Residential Property Single-Family Unit	\$313.00	per Unit
2	Residential Property Multi-Family Unit	\$156.50	per Unit
3	Non-Residential Property	\$1,252.00	per Acre

1. ESCALATION OF MAXIMUM SPECIAL TAX

Each Fiscal Year following the Base Year, the Maximum Special Tax Rate shall be increased in accordance with the Annual Tax Escalation Factor and otherwise adjusted as provided in this rate and method of apportionment.

2. MULTIPLE LAND USE CLASSES

In some instances an Assessor’s Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor’s Parcel shall be the sum of the Maximum Special Taxes for all Land Use Classes located on that Assessor’s Parcel. For an Assessor’s Parcel that contains both Residential Property and Non-Residential Property, the Acreage of such Assessor’s Parcel shall be allocated to each type of property based on the amount of Acreage designated for each Land Use Class as determined by reference to the site plan approved for such Assessor’s Parcel. The CFD Administrator’s allocation to each type of property shall be final.

D. METHOD OF APPORTIONMENT

For each Fiscal Year the Council shall determine the Annual Costs and levy the Special Tax, until the amount of Special Taxes equals the Annual Costs. The Special Tax shall be levied each Fiscal Year as follows:

First: Calculate the available Special Tax revenues by taxing each Assessor's Parcel of Taxable Property at 100% of its Maximum Special Tax. If revenues are greater than the Annual Costs, then reduce the Special Tax proportionately against all Assessor's Parcels until the tax levy is set at an amount sufficient to cover the Annual Costs.

Second: Levy on each Assessor's Parcel of Taxable Property the amount calculated above. No Special Tax shall be levied on Exempt Property.

The City shall make every effort to correctly assign the number of taxable units and calculate the Special Tax for each Assessor's Parcel. It shall be the burden of the landowner to correct any errors in the determination of the Assessor's Parcels subject to the tax and their Special Tax assignments.

E. COLLECTION OF SPECIAL TAXES

Collection of the Special Tax shall be by the County in the same manner as *ad valorem* property taxes and the Special Tax shall be subject to the same penalties and the same lien priority in the case of delinquency as *ad valorem* taxes; provided, however, that the Council may provide other means of collecting the Special Tax if necessary to meet its financial obligations, including direct billings to the property owners.

F. ADMINISTRATIVE CHANGES AND APPEALS

Any landowner who pays the Special Tax and claims the amount of the Special Tax levied on his or her Assessor's Parcel is in error shall first consult with the CFD Administrator regarding such error not later than twelve months after first having paid the first installment of the Special Tax that is disputed. If following such consultation, the CFD Administrator determines that an error has occurred, the CFD Administrator may amend the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action, if any by the CFD Administrator, the landowner believes such error still exists, such person may file a written notice with the City

RESOLUTION NUMBER XXXX

Manager or designee of the City appealing the amount of the Special Tax levied on such Assessor's Parcel. Upon the receipt of such notice, the City Manager or designee may establish such procedures as deemed necessary to undertake the review of any such appeal. The City Manager or designee thereof shall interpret this Rate and Method of Apportionment and make determinations relative to the administration of the Special Tax and any landowner appeals. The decision of the City Manager or designee shall be final and binding as to all persons.

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the District.

G. TERM OF SPECIAL TAX

The Special Tax shall be levied annually in perpetuity, unless terminated earlier by the Council.

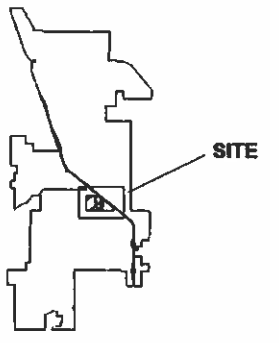
Exhibit B

COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES)
OF THE CITY OF PERRIS, ANNEXATION NO. 10

BOUNDARY MAP

SHEET 1 OF 1

VICINITY MAP



ANNEXATION MAP NO. 10 TO
COMMUNITY FACILITIES DISTRICT NO. 1-S
(SOUTH PERRIS PUBLIC SERVICES)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-170-006
2	310-170-009
3	310-170-010
4	310-170-011
5	310-170-012
6	310-220-057
7	310-220-058

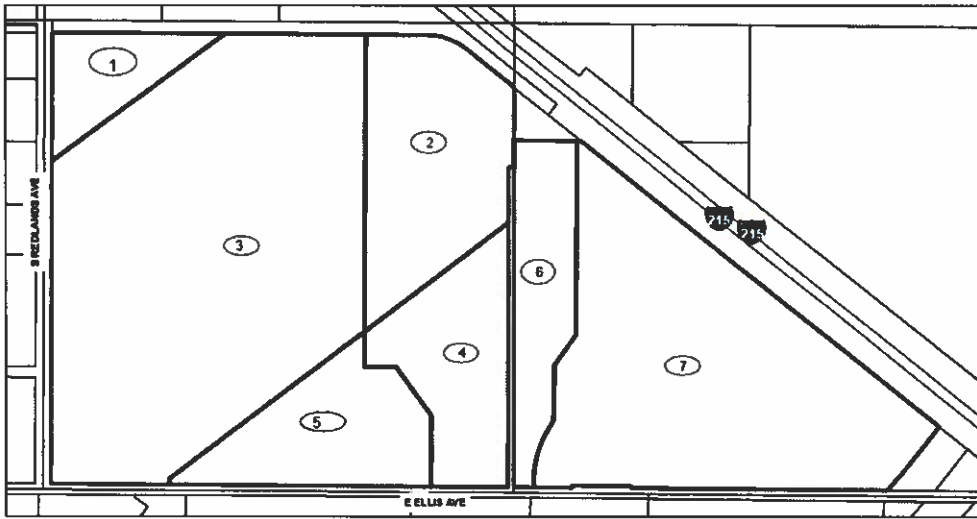
FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20__

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 10, TO COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____

CITY CLERK
CITY OF PERRIS

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

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER



BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON SEPTEMBER 12, 2006, IN BOOK 67 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2006-0874832.

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

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

Legend

- ① MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



27368 VIA INDUSTRIAL, SUITE #200
TEMECULA, CA 92590
(951) 557-3500



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: December 13, 2022

SUBJECT: Annexation of parcels into CFD 2018-02 (Public Services District)
– Annexation No. 15
Owner(s): IDIL Perris North 3, LP
APN(s): 310-170-006, 310-170-009, 310-170-010, 310-170-011, 310-170-012, 310-220-057, and 310-220-058, located at the northeast corner of Ellis and Redlands Avenues
Project: PM 37988- Industrial Buildings

REQUESTED ACTION: Adopt a Resolution of Intention to Annex Territory to CFD 2018-02 and setting a public hearing date of January 31, 2023

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

PM 37988 is a construction located at the northeast corner of Ellis and Redlands Avenues will contain three buildings totaling no more than 2,840,836 square feet (two industrial warehouse buildings a total of 2,010,820 sq. ft., and the third building a total of 839,527 sq. ft.) on approximately 216 net acres. (See attached Boundary Map).

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

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

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for January 31, 2023 regarding the proposed annexation. An election will be held following the public hearing. At that time, the landowner will vote on annexing their property to the District and levying special taxes within their District. The special tax levy for Fiscal Year 2022-23 is \$21.06 per 1,000 square feet of floor area for taxable developed parcels. For each subsequent fiscal year following Fiscal Year 2022-2023, the Maximum Special Tax may be increased by an amount not to exceed the greater of two percent (2.00%) or Consumer Price Index (“CPI”) per year.

BUDGET (or FISCAL) IMPACT:

The property owner has forwarded a deposit to initiate the annexation process and the City may recoup all costs through the levy of the special tax

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Deputy City Manager ER

Attachments:

1. Boundary Map
2. Perris CFD 2018-02 Annexation No. 15 Resolution of Intention

Consent: x

Public Hearing:

Business Item:

Presentation:

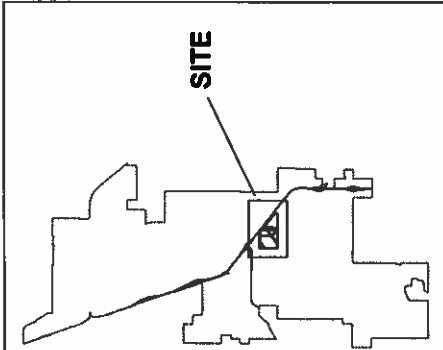
Other:

ATTACHMENT 1

BOUNDARY MAP

ANNEXATION MAP NO. 15 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

VICINITY MAP



SITE

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-170-006
2	310-170-009
3	310-170-010
4	310-170-011
5	310-170-012
6	310-220-057
7	310-220-058

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 15, TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF PERRIS

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

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED WITH THE RIVERSIDE COUNTY CLERK'S OFFICE UNDER RECORD NO. 2018-02 AS INSTRUMENT NUMBER 2018-0421949.

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

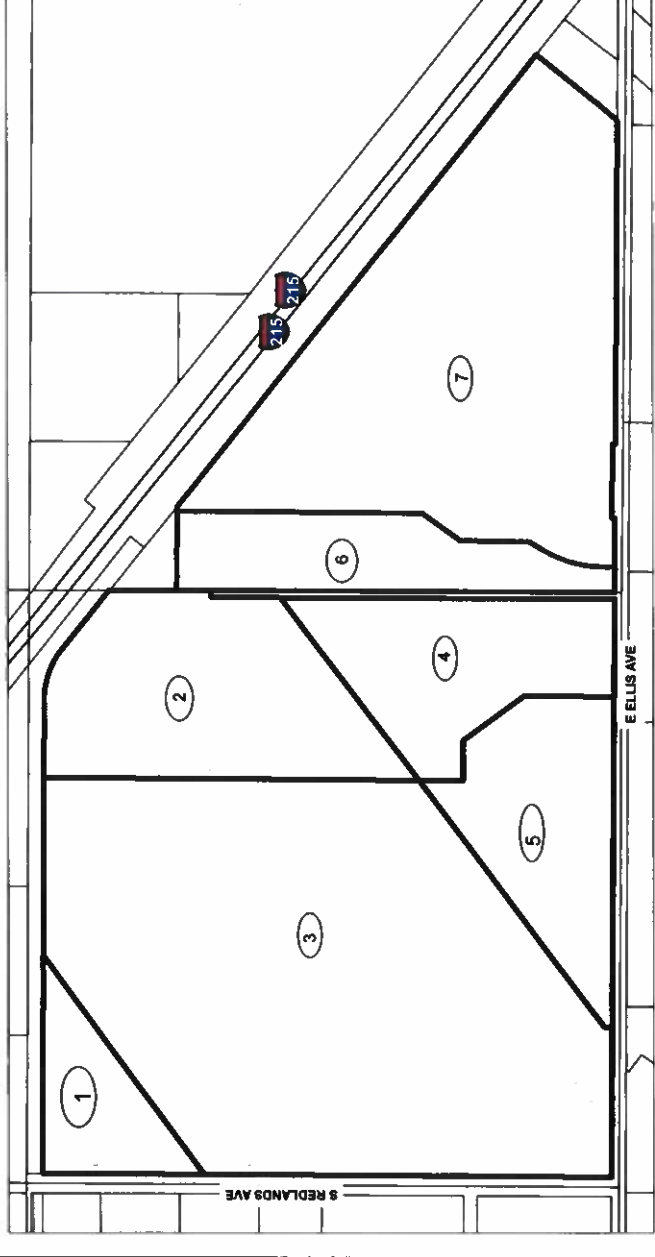
THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

- MAP REFERENCE NUMBER
- ⋯ CITY OF PERRIS BOUNDARY



WILLDAN
27388 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 587-3500



ATTACHMENT 2

RESOLUTION OF INTENTION

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 15]

WHEREAS, the City Council (the “Council”) of the City of Perris, California (the “City”), on September 25, 2018, adopted Resolution No. 5366 (the “Resolution of Formation”) stating its intention to form Community Facilities District No. 2018-02 (Public Services District) of the City of Perris (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, within the territory described more fully on the map entitled “Proposed Boundaries of City of Perris, Community Facilities District No. 2018-02 (Public Services District), County of Riverside, State of California” a copy of which is on file with the City Clerk of the City of Perris; and

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

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

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

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

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

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

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

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

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

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

Section 3. It is the intention of the Council to order the financing of all related administrative costs and expenses, necessary utility (water and electricity) costs, and related reserves for replacement of vehicles, equipment and facilities, including the costs incurred to determine, levy and collect the special taxes, including the compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of special taxes on the property tax rolls, preparation of required reports, and amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years, to reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD, any amounts needed for operating reserves and capital reserves, and any other costs incurred in the administration of the CFD by the City. The Services are public services that the City or a public agency is authorized by law to contribute revenue to or to provide. A description of the types of Services to be financed is set forth in Resolution No. 5402 and incorporated herein by reference. The Services to be financed by or on behalf of the District are necessary to meet increased demand upon the City and other public agencies as a result of development occurring within the boundaries of the Property. The Property, on a per unit basis, will share in the cost of the Services in the same proportion as units with the existing District pursuant to the Rate and Method of Apportionment.

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

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

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

Section 5. Notice is hereby given that on the 31st day of January, 2023, at the hour of 6:30 p.m., or as soon thereafter as is practicable, in the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570, a public hearing will be held at which the City Council, as the legislative body of the District, shall consider the proposed annexation of the Property and all other matters as set forth in this Resolution of Intention. At the above-mentioned time and place for such public hearing, any persons interested, including all taxpayers, property owners and registered voters within the District and the Property proposed to be annexed, may appear and be heard, and such testimony for or against the proposed annexation will be heard and considered.

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

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

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

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

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

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

ADOPTED, SIGNED and **APPROVED** this 13th day of December, 2022.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of December, 2022, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

Exhibit A

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

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Perris Community Facilities District No. 2018-02 (Public Services District), City of Perris, County of Riverside, State of California ("CFD No. 2018-02") and collected each Fiscal Year commencing in Fiscal Year 2018-19, in an amount determined by the City Council through the application of the appropriate Special Tax, as described below. All of the real property in CFD No. 2018-02, unless exempted by law or by the provisions hereof, shall be taxed for these purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2018-02: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2018-02, or any designee thereof of complying with CFD No. 2018-02 or obligated persons disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2018-02, or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2018-02 for any other administrative purposes of CFD No. 2018-02, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Authorized Services" means those services eligible to be funded by CFD No. 2018-02, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2018-

02 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2018-02 shall finance Authorized Services only to the extent that they are in addition to those provided in the territory of CFD No. 2018-02 before the CFD was created and such Authorized Services may not supplant services already available within CFD No. 2018-02 when the CFD was created.

“Building Permit” means a permit issued by the City or other governmental agency for the construction of a residential or non-residential building on an Assessor’s Parcel.

“CFD Administrator” means an official of CFD No. 2018-02, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“CFD No. 2018-02” means City of Perris Community Facilities District No. 2018-02 (Public Services District), City of Perris, County of Riverside, State of California.

“City” means the City of Perris, California.

“City Council” means the City Council of the City.

“Consumer Price Index” means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All items in Los Angeles-Riverside-Orange County, CA, all urban consumers, not seasonally adjusted” index (Series Id: CUURA421SA0), measured as of the month of December in the calendar year that ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index.

“County” means the County of Riverside.

“Developed Property” means, for each Fiscal Year, all Assessor’s Parcels for which a Building Permit was issued after January 1, 2017 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Floor Area” means the total building square footage of non-residential building(s) or the non-residential portion of a building with both residential and non-residential areas located on an Assessor’s Parcel of Taxable Property, measured from outside wall to outside wall, exclusive of overhangs, porches, patios, carports, or similar spaces attached to the building but generally open on at least two (2) sides. The determination of Floor Area shall be made by reference to the Building Permit(s) issued for such Assessor’s Parcel and/or to the appropriate records kept by the City’s Building Division, as reasonably determined by the CFD Administrator.

“Industrial Zone(s)” means zoning designation identified in the Chapter 19.44 of the City’s Zoning Ordinance (as amended by the City from time to time).

“Maximum Special Tax” means, for each Fiscal Year, the maximum Special Tax, determined in accordance with Section C, below, that can be levied on any Assessor’s Parcel.

“Non-Residential Property” means any and each Assessor’s Parcel of Developed Property for which a Building Permit permitting the construction of one or more non-residential units or facilities, has been issued by the City or some other governmental agency.

“Property Owner Association Property” means, for each Fiscal Year, any Assessor’s Parcel within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association, not including any such property that is located directly under a residential or non-residential structure.

“Proportionately” means that the ratio of the actual annual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Property.

“Public Property” means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to the Federal government, the State, the City, or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act, as such section may be amended or replaced, shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-02 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Rate and Method of Apportionment” or **“RMA”** means this Rate and Method of Apportionment of Special Tax.

“Resolution of Formation” means the resolution forming CFD No. 2018-02.

“Special Tax” or **“Special Taxes”** means the special tax or special taxes to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax Requirement.

“Special Tax Requirement” means that amount to be collected in any Fiscal Year for CFD No. 2018-02 to pay for certain costs as required to meet the needs of CFD No. 2018-02 in that Fiscal Year. The costs to be covered shall be the direct costs for (i) Authorized Services, including the establishment of reserves for future costs of Authorized Services, (ii) Administrative Expenses, and (iii) an amount to cover anticipated delinquencies for the payment of the Special Tax, based on the delinquency rate for the preceding Fiscal Year; less (iv) a credit for funds available to reduce the annual Special Tax levy, if any, as determined by the CFD Administrator. Under no circumstances shall the Special Tax Requirement include debt service payments for debt financings by CFD No. 2018-02.

“State” means the State of California.

“Taxable Property” means an Assessor’s Parcel of Non-Residential Property (i) for which a Building Permit has been issued permitting the construction of one or more land uses allowed in an Industrial Zone, and (ii) that is not exempt from the Special Tax pursuant to law or Section E below.

“Non-Taxable Property” means, for each Fiscal Year, all property not classified as Taxable Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Assessor’s Parcels within CFD No. 2018-02 shall be classified by the CFD Administrator as Taxable Property or Non-Taxable Property, and shall be subject to annual Special Taxes in accordance with this Rate and Method of Apportionment as determined by the CFD Administrator pursuant to Sections C and D below. The CFD Administrator’s allocation of property to each type of Land Use Class shall be conclusive and binding. However, only Taxable Property shall be subject to annual Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

1. Taxable Property

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2018-19 for Taxable Property is shown below in Table 1.

TABLE 1

**Maximum Special Taxes
For Fiscal Year 2018-19
Community Facilities District No. 2018-02**

Land Use Class	Land Use	Fiscal Year 2018-2019 Maximum Special Tax
1	Taxable Property	\$18.47 per Thousand Square Feet of Floor Area

b. Multiple Land Use Classes

In some instances, an Assessor's Parcel of Taxable Property may contain more than one Land Use Class. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Taxes that can be levied for all Land Use Classes located on that Assessor's Parcel.

c. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2019, the Maximum Special Tax for Taxable Property shall be increased annually by the greater of the change in the Consumer Price Index during the twelve (12) months prior to December of the previous Fiscal Year, or two percent (2.00%).

2. Non-Taxable Property

No Special Taxes shall be levied on Non-Taxable Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2018-19 and for each following Fiscal Year, the City Council shall levy the annual Special Tax Proportionately for each Assessor's Parcel of Taxable Property at up to 100% of the applicable Maximum Special Tax, until the amount of Special Taxes equals the Special Tax Requirement.

E. EXEMPTIONS

No Special Tax shall be levied on Non-Taxable Property, Property Owner Association Property, or Public Property. However, should an Assessor's Parcel no longer be classified as Non-Taxable Property, Property Owner Association Property, or Public Property, such Assessor's Parcel shall, upon each reclassification, no longer be exempt from Special Taxes.

F. APPEALS AND INTERPRETATIONS

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the City Council

RESOLUTION NUMBER XXXX

by filing a written notice of appeal with the clerk of the City, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

The City may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the City will be final and binding as to all persons.

G. MANNER OF COLLECTION

The annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary or otherwise advisable to meet its financial obligations for CFD No. 2018-02, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2018-02 from time to time. As each annexation is proposed, an analysis may be prepared to determine the annual cost for providing Authorized Services to such parcels. Based on this analysis, any parcels to be annexed, pursuant to California Government Code Section 53339 *et seq.* will be assigned the approximate Maximum Special Tax rates when annexed and included in Exhibit A.

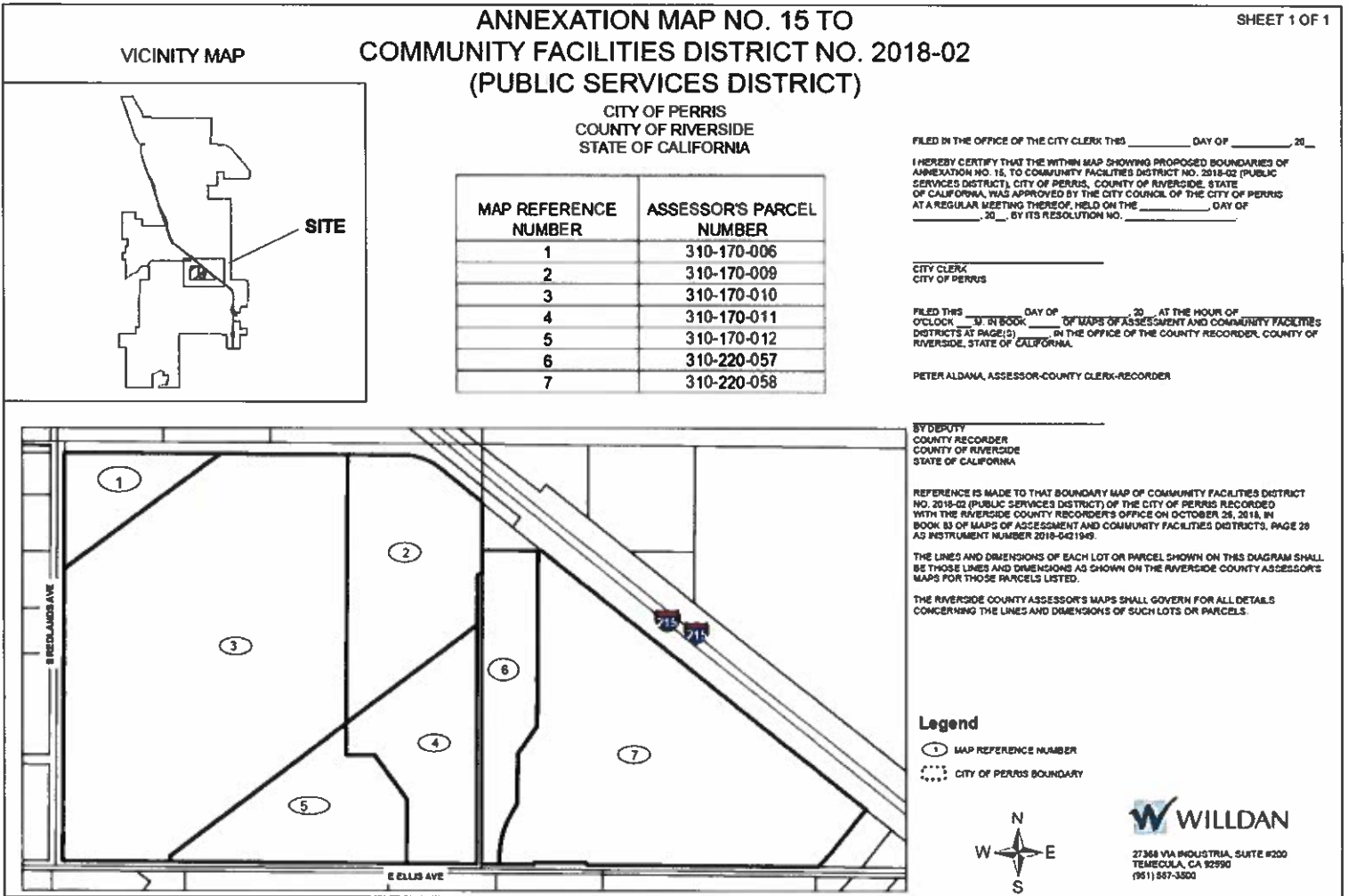
I. TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement, unless no longer required to pay for Authorized Services as determined at the discretion of the City.

Exhibit B

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

BOUNDARY MAP





CITY OF PERRIS

CITY COUNCIL


AGENDA SUBMITTAL

10.F.

MEETING DATE: December 13, 2022

SUBJECT: Contract Services Agreement with Security Lines US for City Parks Camera PODS System.

REQUESTED ACTION: City Council 1) To consider and approve a Contract Services Agreement with Security Lines US for the development and installation of City Parks Camera PODS System, in an amount not to exceed \$342,435.62; 2) Authorize \$68,487.12 to be allocated from the City's Parks Development Impact Fee (DIF) for a 20% Contingency; and 3) authorize the City Manager to execute said Agreement, approved as to form by the City Attorney.

CONTACT: Arturo Cervantes, Chief Information Officer 

BACKGROUND/DISCUSSION:

On July 20, 2022, staff presented to the Parks and Recreation Committee meeting for the allocation of funds to replace nonoperational camera systems at 19 City parks. The Parks and Recreation Committee recommended IT staff replace all City Park cameras with a cellular option to phase out-of-date City camera wireless network infrastructure at City parks.

Staff solicited bids from qualified, professional consultants to develop and install cellular POD camera systems for 19 City parks. Bidding closed on November 28, 2022, and staff reviewed the bids of four qualified firms, see Bid Summary (Attachment 1). Security Lines US submitted a bid of \$332,435.62 (Attachment 2), EYEP Solutions for \$355,045.12 (Attachment 3), Bay Alarms for \$397,321 (Attachment 4), Vector Resources for \$511,908.71 (Attachment 5) and yearly Verizon cellular service fees for parks of \$10,000 (Attachment 6). After deliberation, staff recommends awarding the City Parks Camera PODS system contract to Security Lines US for their extensive experience in designing and creating POD systems for municipal entities.

Item	Cost
Security Lines US Contract	\$332,435.62
Verizon Cellular Yearly Fee	\$10,000
20% Contingency	\$68,487.12
Total	\$410,922.74

Respectfully, Staff recommends that the City Council award a contract to Security Lines US for a total contract sum of \$342,435.62 for the professional design and installation of a Park Camera Network System; authorize \$68,487.12 to be allocated for a 20% contingency totaling: \$410,922.74. The cost will be covered by the Parks Development Impact Fee (DIF).

BUDGET (or FISCAL) IMPACT: Total cost of the contract to Security Lines US including yearly Verizon cellular service fee's is \$342,435.62 in the Fiscal Year 2022/23, and \$68,487.124 for a 20% Contingency totaling: \$410,922.74 funds will be coming from the Parks Development Impact Fee (DIF) account: account: 163-259-7731.

Prepared by: Paul Lopez, IT Supervisor

REVIEWED BY:

City Attorney _____
Assistant City Manager WB
Deputy City Manager ER

Attachments: 1. Bid Summary

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

2. Security Lines US City Parks Camera PODS System

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

3. EYEP Solutions City Parks Camera PODS System

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

4. Bay Alarms City Parks Camera PODS System

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

5. Vector Resources City Parks Camera PODS System

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

6. Verizon Cellular Service

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

7. Contract Services Agreement for City Parks Camera PODS System
Security Lines US

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

ATTACHMENT 1

Bid Summary

Due to the size of the attachments, this item can be located at the following link:

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

ATTACHMENT 2

Security Lines US City Parks Camera PODS System

Due to the size of the attachments, this item can be located at the following link:

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

ATTACHMENT 3

EYEP Solutions City Parks Camera PODS System

Due to the size of the attachments, this item can be located at the following link:

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

ATTACHMENT 4

Bay Alarms City Parks Camera PODS System

Due to the size of the attachments, this item can be located at the following link:

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

ATTACHMENT 5

Vector Resources City Parks Camera PODS System

Due to the size of the attachments, this item can be located at the following link:

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



ATTACHMENT 6

Verizon Cellular Service

Due to the size of the attachments, this item can be located at the following link:

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

ATTACHMENT 7

Contract Services Agreement for City Parks Camera PODS System
Security Lines US

CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

CITY PARKS CAMERA PODS SYSTEM FROM SECURITY LINES US

This Contract Services Agreement ("Agreement") is made and entered into this 13 day of December, 2022, by and between the City of Perris, a municipal corporation ("City"), and Security Lines US, LLC, a California Corporation.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by 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. 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.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. 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.

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 three hundred twenty-three thousand and three hundred eighteen dollars (\$ 323,318) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid upon receipt of an invoice, in a form approved by the City Manager, describing the services performed.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Russell Corby, 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 make all decisions in connection therewith.

3.2 Contract Officer. The City's City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City may designate another Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant 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 Consultant, its agents or employees, perform the services required herein, except as otherwise set forth on *Exhibit "A"*. 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.

4.0 INSURANCE AND INDEMNIFICATION

4.1 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 \$1,000,00.00 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 per accident for all covered losses.

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

(d) Professional Liability or Error and Omissions Insurance. A policy of errors and omissions insurance in an amount not less than \$1,000,000.00 per claim with respect

to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 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 4.1 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 4.1.

4.2 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.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until [July 1, 2023].

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, 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 ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

6.2 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.

6.3 Conflict of Interest. 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, directly or indirectly, interested, in violation of any state statute or regulation. The 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. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 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.

6.5 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.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that 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 a writing signed by both parties.

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

6.8 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.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, 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.

6.10 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.

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

"CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Michael M. Vargas, Mayor

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

"Russel Corby"
Security Lines US, LLC a Camera Solutions
Provider

By: _____
Signature

Print Name and Title

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

Security Lines US Proposed Approach and Management Plan

6.

Work Plan & Schedule

Delivery and installation will begin on a Tuesday, early morning. Locations will be divided between the 2 teams. The order of locations will be based on proximity to each other. As each POD goes up, the remote team will check access and operation then notify the Client so that the Client can check as well. For the project, we anticipate no more than 4 days.

7. Quality Control & Assurance

PODs are built and then tested for 2-4 weeks in the shop. During that time, Client will have access to test as well. After PODs are first installed, SLUS will check PODs remotely, at least weekly for the first month. All PODs come with a standard 2 year warranty of parts and labor. Extended warranty and maintenance plans are available.

8. Statements and Information

- The Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for the project when said Agreement is fully executed by the Consultant and City project manager.
- The Consultant's Services to be provided, and fees, therefore, will be in accordance with the Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL":
- Qualifications applicable to this project including names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed (within the past 36 months) including names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact can be found in Section 1 and Section 4, respectively, in the RFP Proposal.
- The Consultant's area of expertise and descriptions of how those

strengths will benefit the city can be found in Section 4 in the RFP Proposal. Resumes of the lead person that will act as the primary liaison with the City and additional key individuals who will be performing the services will be included.

- There are no possible conflicts of interest with any current clients or staff members and the City.
- A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal (Section 9 in the RFP Proposal) for us in invoicing for progress payments and for extra work incurred that is not part of this RFP. All extra work will require prior approval from the City.
- All charges for Consultant Services is a "Not-to-Exceed Fee" which includes conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
- The Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state, or local laws or regulations the strictest shall be adhered to.

PROPOSED TIMELINE REPORT

- A detailed report clearly identifying the project milestones and expected dates to be complete can be found in Section 6 of the RFP Proposal. A recovery action plan is also included to indicate steps that will be taken if milestones or timelines are not met as anticipated.

EXHIBIT "B"

SPECIAL REQUIREMENTS

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

N/A



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: December 13, 2022

SUBJECT: Contract Services Agreement with Sagecrest Planning and Environmental to update the City's Land Use Regulations and Prepare an Overlay Zone for the Housing Element's Opportunity Sites to assist in accelerating housing development in the City

REQUESTED ACTION: Authorize the City Manager to execute a Contract Services Agreement with Sagecrest for \$269,555 to update the City's Land Use Regulations and Prepare an Overlay Zone for the Housing Element's Opportunity Sites to assist in accelerating housing development in the City

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND:

On September 24, 2021, the California Department of Housing and Community Development (i.e., HUD) approved funding to the City of Perris for \$300,000 from its Local Early Action Planning Grants Program (i.e., LEAP Program) as a partnership with local governments to address California's critical housing shortage. The purpose of the grant is to assist local governments with preparing and adopting planning documents, process improvements that accelerate housing production and facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA). Staff began reaching out to planning consultants for Request for Proposal (RFP) in March of 2022 and again in September of 2022 with the following objectives identified in the City's Six Cycle Housing Element to streamline and promote affordable housing opportunities in Perris:

- *Land Use Regulations Amendments.* Analyze existing residential and mixed-use zoning ordinances and specific plans to identify constraints to housing development. Once identified, appropriate ordinance and specific plan amendments will be proposed for adoption; and
- *Overlay Zone for Housing Opportunity Sites.* Prepare the Overlay Zone for Housing Opportunity Sites described in the Housing Element, where a property owner or developer could choose to develop at the densities permitted by the underlying zoning or to activate the Overlay zone, which would allow 30 or more units per acre.

REQUEST FOR PROPOSAL

Staff sent a Request for Proposals (RFP) in March of 2022 to various planning consultants, but

none were available to take on the work. They were all unavailable as they were still assisting the cities they represented with their Sixth Cycle Housing Element and other obligations. The consultants asked Staff to reach out again later in the year. Staff contacted the planning consultants again in September of 2022 after the City of Perris obtained HCD approval for the City's Six Cycle Housing Element on August 17, 2022. This time staff included the addition of Sagecrest to the group. With the new RFP round, only Sagecrest submitted a cost proposal for \$269,555, which includes a 10% contingency.

Staff reached out to the remaining consultants who did not submit an RFP and were informed their current workload obligations still impacted their ability to take on additional work. Since Sagecrest is the only cost proposal, they are familiar with the City of Perris as they are also CEQA consultants for numerous projects in Perris, they have worked on Code Amendments to streamline housing development, and the grant funding requires the funding to be expended by October of 2023; Staff is recommending that the City contract with Sagecrest Planning and Environmental.

RECOMMENDATION:

Staff is recommending the City Council authorize the City Manager to execute a Contract Services agreement with Sagecrest for updating the City's Land Use Regulations and Prepare an Overlay Zone for the Housing Element's Opportunity Sites for \$269,555, which includes a 10% contingency that the LEAP grant will fully fund.

BUDGET (or FISCAL) IMPACT:

The cost of updating the City's Land Use Regulations and Preparing an Overlay Zone for the Housing Element's Opportunity Sites will be fully funded by the LEAP grant.

Prepared by: Kenneth Phung, Director of Development Services

Reviewed By:

City Attorney _____

Assistant City Manager *WB*

Deputy City Manager *ER*

Attachments: 1. Contract Services Agreement
 2. Sagecrest Planning and Environmental Project Proposal
 3. Request for Proposal (RFP)

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1
Contract Services Agreement

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
GENERAL PLAN HOUSING ELEMENT IMPLEMENTATION PLAN

This Contract Services Agreement ("Agreement"), is made and entered into this ___ day of _____ 2022 by and between the City of Perris, a municipal corporation ("City"), and Sagecrest Planning and Environmental, 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 Two Hundred Sixty-Nine Thousand Five Hundred Fifty-Five dollars (\$269,555.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon

which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than October 31, 2023.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Amy Vazquez, President, 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 her 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, unless previously provided for in the "Scope of Services" attached hereto as Exhibit "A", 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 at least as broad as the Insurance Services Office "Commercial General Liability" policy form CG 00 01. 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 \$1,000,000.00 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 4.1 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 4.1 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 4.1.

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, CMC, City Clerk

By: _____
Michael M. Vargas, Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Robert Khuu, City Attorney

"CONSULTANT"
SAGECREST PLANNING AND
ENVIRONMENTAL

By: _____
Signature

Amy Vazquez, President

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

General Description of Project

The Consultant shall provide services, as described further below, that include an analysis of changes needed to be made to the Perris Municipal Code and related specific plans due to potential housing constraints found within the Perris Municipal Code and related specific plans and, further, to assist the City in implementation thereof ("Project").

Task 1. Project Initiation/Administration

To initiate the Project, Consultant will schedule a kick-off meeting with City staff to discuss Project expectations, coordination, lines of communication, reporting, deliverables, and all relevant Project information. The kick-off meeting will also provide an opportunity to refine the Project schedule as needed. Following Project initiation, Consultant's project manager will meet with City staff for progress meetings as needed over the course of the Project to review status to ensure objectives and milestones are being achieved. Consultant will coordinate an online meeting portal (Zoom, MS Teams, etc.) for these meetings.

Deliverables: Kick-off meeting agenda and summary, Updated Project schedule (as needed)

Task 2. Housing Constraints Recommendation Report

Consultant will review the Perris Municipal Code and all related specific plans to identify potential sections that would need to be updated (including, without limitation, updates required by State housing laws). The focus of this review would be to remove housing constraints. Consultant will prepare a draft Housing Constraints Recommendation Report that identifies the sections of the Perris Municipal Code and all related specific plans that will need to be updated. Upon the City completing their initial review of the report, Consultant will meet with the City to discuss recommendations. Consultant will then update the recommendation report to incorporate changes highlighted through the City review and agreed upon during the meeting.

Deliverable: Housing Constraints Recommendation Report.

Task 3. Code Amendments

Using the Housing Constraints Recommendation Report as a roadmap, Consultant will prepare the necessary amendments to the Perris Municipal Code and related specific plans. This will include Consultant providing redlined code text for the City to review. Once the City accepts the proposed changes, Consultant will prepare an administrative draft ordinance. Upon completion of the City's review, Consultant will provide screencheck draft ordinance and finally a public review draft

ordinance. The ordinance will be in the City's format and will include all necessary findings for adoption.

Deliverable: Redlined Code Text; Administrative, Screencheck, and Public Draft Ordinance.

Task 4. Housing Opportunity Site Overlay Zone

To encourage development of the housing opportunity sites listed in the Housing Element, Consultant will prepare a Housing Opportunity Site Overlay Zone ("Overlay Zone"). To encourage development of opportunities sites, the overlay zone would include alternative development standards, lot merger incentives, and increased densities.

Prior drafting the Overlay Zone, Consultant will meet with the City's project manager to discuss goals, objectives, and approaches. Consultant will prepare an administrative draft ordinance. Upon completion of the City's review, Consultant will provide screencheck draft ordinance and finally a public review draft ordinance. The ordinance will be in the City's format and will include all necessary findings for adoption.

Deliverable: Redlined Code Text; Administrative, Screencheck, and Public Draft Ordinance.

Task 5. Density Bonus Guidelines

Consultant will review the City's current density bonus guidelines and prepare density bonus guidelines that could be kept up to date annually by City staff. The guidelines would provide details on eligibility requirements, density bonuses to be provided, and process. The guidelines would be intended to assist the public and staff to implement State density bonus law through the use of plain language, graphics, and tables.

Consultant will prepare an administrative draft of the density bonus guidelines. Upon completion of the City's review, Consultant will provide screencheck draft ordinance and a public review draft ordinance. After completions of the public hearings for the code amendments, Consultant will prepare final Density Bonus Guidelines.

Deliverable: Administrative, Screencheck, Public Draft, and Final Density Bonus Guidelines.

Task 6. Public Hearings

Consultant will attend up to four (4) public hearings held by the Planning Commission and/or City Council.

Deliverable: Attendance at Public Hearings and PowerPoint Presentations

Task 7. Environmental Analysis

Consultant shall assist the City in determining the appropriate level of CEQA review for the Project, which assessment shall include, without limitation, analysis of the Project's scope of work under this Agreement, the General Plan EIR, and the 2021-2029 Housing Element IS/MND. It is currently anticipated that the IS/MND to be the appropriate approach for this Project. The following steps would be taken for the IS/MND:

Request for Information: Consultant will review all available Project-related data provided by the City to identify any gaps. Consultant will prepare a Request for Information document to be completed by the City.

Project Description: Once all relevant information is collected, Consultant will write a comprehensive description for the Proposed Project, to form the basis for the analysis of the potential impacts of the Proposed Project on the environment. The Project description will detail all phases of the Project to meet the requirements of CEQA and will be based on the Project information.

Tribal Consultation (AB 52/SB 18): The City will be responsible for conducting all required tribal consultation pursuant to AB 52 and SB 18. Consultant will assist the City with coordination and will attend the consultation meetings with the City and tribal representatives. Upon completion of the tribal consultation, the City will provide the final mitigation measures for Consultant to incorporate into the document.

Prepare Technical Studies: Consultant has partnered with Cogstone Resource Management ("Cogstone") and Ganddini Group ("Ganddini") to prepare the technical studies to support the CEQA analysis. Consultant will manage and coordinate the technical work of Cogstone and Ganddini to ensure quality and consistency across all topical issues examined in the Initial Study. The following technical studies will be included:

- **CULTURAL AND PALEONTOLOGICAL RESOURCE ANALYSIS:** Consultant, through the use of its subcontractor Cogstone or such other subcontractor as may be approved by the City, will prepare a Cultural and Paleontological Resources Assessment for the 12 opportunity areas. The report will characterize the results of the records searches, consultation efforts to determine baseline conditions, assess potential impacts to cultural and paleontological resources resulting from the Project, and make appropriate recommendations to avoid or minimize any potentially significant impacts. This will include at least two rounds of revisions from City comments and sending the final report to the Eastern Information Center (EIC). To prepare the report, Cogstone will include the following research:
 - Cultural Resources Records Search: Cogstone will request a records search for cultural resources within a quarter mile radius of the Project area from the Eastern Information Center (EIC). A review of all relevant archival records (e.g., historic maps and aerials) will be conducted, and all site records will be obtained. Note: Due to COVID-19 the response time for records search results is longer than normal and is taking approximately 120 days.

- Sacred Lands File Search: Cogstone will request a Sacred Lands File search from the Native American Heritage Commission (NAHC). Note: Due to COVID-19 the response time for results from the NAHC is longer than normal and is taking approximately 8 weeks.
 - Native American Scoping: Cogstone will send Project information letters to those individuals or entities provided by the NAHC that have not already been contacted through Assembly Bill 52 (AB 52) and/or Senate Bill 18 (SB 18) consultation.
 - Historical Society Consultation: Cogstone will conduct consultation with local historical societies.
 - Paleontological Records Search: Cogstone will request a records search for paleontological resources from the Western Science Center (WSC).
 - Background Research: Conduct research to develop brief contexts for cultural and paleontological resources.
 - Cogstone will provide two archaeologists who are cross-trained in paleontology to conduct an intensive pedestrian survey of the 298.81-acre Housing Opportunity Areas 1-12. We assume a maximum of four archaeological sites and ten isolated finds will require recording on California Department of Parks and Recreation 523 (DPR 523) forms. Built environment survey and evaluation is not included and, if required, will be a recommendation in the report.
- **TRANSPORTATION IMPACT ANALYSIS:** Consultant, through the use of its subcontractor Ganddini or such other subcontractor as may be approved by the City, shall prepare a transportation impact analysis for the proposed Project consisting of the following tasks:

Project Initiation

- Coordinate with the consulting team to determine the maximum number of dwelling units permitted for each of the 12 Housing Opportunity Areas.
- Calculate the proposed Project trip generation for each of the 12 Housing Opportunity Areas (including existing and net new trips, if applicable) based on weekday AM/PM peak hour and daily trip generation rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition, 2021).
- Prepare a scoping agreement for review/approval by City of Perris staff. The scoping agreement shall outline the fundamental assumptions of the analysis, such as the proposed study area and analytical methodologies. This scope of work assumes the study will require analysis of up to 50 study roadway segments. Should additional study locations be identified during the scoping process, a work amendment may be requested.

Roadway Segment Analysis

Existing Conditions & Data Collection

- Document existing roadway classifications, existing number of lanes and daily capacities.

- Obtain 24-hour roadway segment volume counts on a typical weekday (Tuesday, Wednesday, or Thursday) at up to 50 roadway segments.

Traffic Volume Forecasts

- Develop average daily traffic (ADT) volume forecasts at the study roadway segments for the following analysis scenarios:
 - Existing Conditions
 - Year 2040 Without Project
 - Year 2040 With Project (Housing Opportunity Zone Buildout)
- Year 2040 traffic volume forecasts will be obtained from the current Riverside County Model (RIVCOM). Ganddini Group shall perform post-processing procedures to calculate the growth increment between the base year model ADT and the Year 2040 forecast model ADT to be added to current year ADT volumes. Year 2040 With Project conditions will be determined by manually adding Project trips to the baseline Year 2040 forecast.

Level of Service/General Plan Consistency Analysis

- Analyze study roadway segment Levels of Service for the above-specified analysis scenarios based on the volume-to-capacity methodology and daily capacity values established by the City of Perris.
- Assess Project impacts and identify roadway improvements necessary to maintain the performance standards established by the City of Perris. If necessary, calculate the Project's share of new traffic added to study intersections or roadway segments for which improvements have been identified.

Vehicle Miles Traveled (VMT) Analysis

- Obtain the latest available version of the Riverside County Transportation Model (RIVCOM), add Project land uses, and perform two new model runs for base year plus Project and future year plus Project. The existing baseline VMT shall be estimated by interpolating between the base and future year model runs. Model runs will be obtained via Western Riverside Council of Governments (WRCOG) transportation modeling services.
- Assess the significance of the Project VMT impact relative to the applicable thresholds of significance.
- Identify three categories for the Housing Opportunity areas: very efficient (no mitigation necessary), moderately efficient (some mitigation necessary), and least efficient (likely to result in significant unavoidable impacts with mitigation).
- Identify applicable mitigation measures in the form of transportation demand measures (TDM) and associated VMT reduction based on guidance from the California Air Pollution Control Officers Association (CAPCOA) Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (December 2021).

Technical Report

- Prepare a technical report that incorporates the methodology, findings, and all supporting calculations and assumptions. Review one compiled set of City of Perris comments and make minor revisions, if necessary. The final report will be signed and stamped by a Registered Traffic Engineer in the State of California.

Assumptions and Exclusions

- As the final scope of work is subject to approval by City of Perris, a work amendment may be requested for substantial changes to the proposed scope. The scope of work excludes the following elements, which are currently not anticipated to be required:
 - Freeway mainline, merge/diverge, or ramp-metering analysis
 - General Plan Buildout/Horizon Year analysis
- **NOISE IMPACT ANALYSIS:** Consultant, through the use of its subcontractor Ganddini or such other subcontractor as may be approved by the City, shall prepare a noise impact analysis for the proposed Project consisting of the following tasks:

Background Review and Baseline Conditions

- Review relevant Project and site background information, base graphics showing the site vicinity, the proposed Project and adjacent land uses.
- Visit the Project site and perform up to ten (10) 15-minute noise measurements at representative affected properties.

Traffic Noise

- Calculate existing and existing plus Project traffic noise levels along affected road segments using FHWA modeling techniques.

Technical Report

- Prepare a technical report that incorporates the methodology, findings, and all supporting calculations and assumptions. Review one compiled set of City of Perris comments and make minor revisions, if necessary.
- **AIR QUALITY, GREENHOUSE GAS, HEALTH RISK ASSESSMENT, AND ENERGY IMPACT ANALYSIS:** Consultant, through the use of its subcontractor Ganddini or such other subcontractor as may be approved by the City, shall prepare an air quality, greenhouse gas, health risk assessment (HRA), and energy impact analysis for the proposed Project consisting of the following tasks:

Existing Conditions

- Identify the existing air quality setting in the area.

- Identify applicable international, federal, state, SCAQMD's, and local rules and regulations including the State greenhouse gas (GHG) regulations Assembly Bills (AB) 32 and 1493, Senate Bills (SB) 32, 97, 107, 375, 527, 1368, and 1771, and Executive Orders S-3-05 and S-14-08.
- Obtain existing air quality data from air quality monitoring stations within the study area utilizing California Air Resources Board (CARB) data sources. Data will be obtained for air pollutants, including ozone, carbon monoxide (CO), nitrogen dioxide (NO₂), PM₁₀, and PM_{2.5}.
- Identify greenhouse gases and their associated impacts to global climate change.
- Identify thresholds of significance for the criteria pollutants and greenhouse gases.

Air Quality and Greenhouse Gas Emissions Analyses

- As the construction and buildout of the housing element is speculative, the construction analysis will be qualitative.
- Evaluate and quantify regional criteria pollutant and GHG emissions associated with the current General Plan (GP) Buildout land uses and the GP Buildout with the Housing Element Update utilizing the CalEEMod Model.
- Provide a qualitative discussion of the potential for the GP Buildout with the Housing Element Update to generate CO hot spots.
- Evaluate the operational GHG emissions as detailed above using the latest version of CalEEMod. The
- Project's emissions will be compared to the SCAQMD's service population target thresholds for plans.
- Compare the Project and its emissions to the goals of the City of Perris Climate Action Plan.

Qualitative Discussion of Health Risks to Proposed Residential Land Uses Close to Freeways

- As the Project will be locating some Housing Opportunity Sites in close proximity to freeways, the potential health risk impact of freeway-related emissions will be qualitatively discussed.

Odor Analysis

- Provide a qualitative odor analysis related to the construction and operation of the proposed Project.

Energy Impact Analysis

- Identify the existing energy use conditions and the applicable federal, state, and local rules and regulations pertaining to Energy use.
- The energy analysis will provide a CalEEMod-based quantitative analysis and discussion of Project- related energy use during operation.
- Provide a qualitative discussion of energy use during construction.
- Provide an analysis of the Project's consistency with renewable energy and energy efficiency plans.

Technical Report

- Prepare a technical report that incorporates the methodology, findings, and all supporting calculations and assumptions. Review one compiled set of City of Perris comments and make minor revisions, if necessary.

Deliverable: Technical Studies

Screencheck Draft Initial Study Checklist: Consultant will prepare a detailed Initial Study Checklist that meets the requirements of the CEQA Statute and Guidelines, and the County's local CEQA guidelines, including applicable significance thresholds. The Initial Study will assist Consultant and the City in determining the appropriate level of CEQA review for the Proposed Project (Section 15063), expected to be a Mitigated Negative Declaration. The Initial Study will use the most recent version of the CEQA Environmental Checklist Form (based on Appendix G, updated January 2019) and will contain the following:

- Detailed Project description and location of the Project Site
- Identification of the environmental setting
- Identification of the potential environmental effects of the Proposed Project for each topical issue, with evidence to support the analysis
- The significance criteria or threshold used to evaluate each topical issue
- The mitigation measures identified, if any, to reduce the potential impact to less than significant
- Examination of consistency with existing zoning, plans and other applicable land use controls.

The environmental topics outlined in the CEQA Initial Study Checklist include:

- Aesthetics
- Agriculture/Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology/Water Quality
- Land Use/Planning
- Mineral Resources
- Noise
- Population/Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities/Service Systems
- Wildfire
- Mandatory Findings of Significance

The discussion for each environmental topic will be supported by technical studies, as appropriate, attached as appendices to the Initial Study Checklist.

Consultant will transmit the Screencheck Draft Initial Study Checklist to the City in Microsoft Word to facilitate comments in tracked changes, and in Adobe Acrobat to include all figures and technical study appendices. The City will review and comment on the Screencheck Draft Initial Study and appendices and provide a consolidated set of comments to Consultant for revisions.

Deliverable: Screencheck IS/MND

Proofcheck Draft Initial Study Checklist: Upon receipt of one set of consolidated comments on the Screencheck Draft Initial Study and appendices from the County, Consultant will revise the documents accordingly to produce the Proofcheck Draft document. This will include coordination with subconsultants to revise technical study appendices as needed and facilitate the review and approval of the final versions of each technical study.

Consultant will transmit the Proofcheck Draft Initial Study Checklist to the City in Microsoft Word to facilitate comments in tracked changes, and in Adobe Acrobat to include all figures and technical study appendices. The City will review and comment on the Proofcheck Draft document and provide a consolidated set of comments to Consultant for a final round of revisions.

Deliverable: Proofcheck IS/MND

Public Review Draft Initial Study Checklist: Upon approval by the City, Consultant will prepare the public review draft initial study checklist for distribution as follows:

Printed Copies: Once the City approves the Public Review IS/MND, Consultant will prepare printed of the Public Review IS (direct reimbursable expense).

Electronic Version: Consultant will provide the Public Review IS/MND to the City electronically in Adobe PDF for the City to post on its website.

Deliverable: Public Draft IS/MND

Mitigation Monitoring and Reporting Plan: For mitigation measures that are identified to reduce a potentially significant impact to less than significant, Consultant will consolidate all mitigation measures into tabular format to serve at the Mitigation Monitoring and Reporting Plan (Section 15097) and provide an electronic copy to the City.

Public Noticing: Consultant will prepare the draft and final Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) according to Section 15072(g) and distribution list for the County of Riverside to distribute as follows:

- File with the Riverside County Clerk Recorder and State Clearinghouse according to Section 15072(d) and Section 15073(a);

- Publish in a local newspaper whose general circulation includes the Project area according to Section 15072(b);
- Deliver via certified mail for the 45-day public review period to the final distribution list, which will include responsible and trustee agencies, reviewing agencies, adjacent cities according to Section 15073(c);
- Deliver via first class mail to interested parties according to Section 15072(b)(3);

Consultant will compile all certified receipts and document when and where the IS/MND was mailed; these will be provided to the City for its records.

Deliverable: Public Notices

Response to Comments: Consultant will prepare a response to comments on a time and materials basis (not included in the estimated budget).

Deliverable: Response to Comments Memorandum

Notice of Determination: Consultant will prepare a Notice of Determination according to Section 15075(b). The City will be responsible to file it with the County Clerk Recorder and the State Clearinghouse. The City will be responsible for the California Fish and Wildlife fee to be paid directly to the County Clerk Recorder at the time of filing the NOD.

Deliverable: Notice of Determination

EXHIBIT "B"
SPECIAL REQUIREMENTS

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Task	Sagecrest	Cogstone	Ganddini
Task 1. Project Initiation/Administration	\$8,500		
Task 2. Housing Constraints Recommendation Report	\$18,750		
Task 3. Code Amendments	\$20,000		
Task 4. Housing Opportunity Site Overlay Zone	\$21,500		
Task 5. Density Bonus Guidelines	\$7,400		
Task 6. Public Hearings	\$2,800		
Task 7. Environmental Analysis			
Request for Information	\$2,000		
Project Description	\$2,000		
Tribal Consultation (AB 52/SB 18):	\$1,000		
Prepare Technical Studies <i>Cultural and Paleontological Resource Analysis</i> <i>Transportation Impact Analysis</i> <i>Noise Impact Analysis</i> <i>Air Quality, Greenhouse Gases, Health Risk Assessment, and Energy Impact Analysis</i>	\$10,580	\$45,970	\$43,000 \$4,800 \$12,000
Screencheck Draft Initial Study Checklist	\$28,000		
Proofcheck Draft Initial Study Checklist	\$9,500		
Public Review Draft Initial Study Checklist	\$4,500		
Mitigation Monitoring and Reporting Plan	\$1,000		
Public Noticing	\$1,000		
Response to Comments	TBD		
Notice of Determination	\$750		
Total Tasks:	\$139,280	\$45,970	\$59,800
		Total Fees:	\$245,050
		10% Contingency:	\$24,505
		Project Total:	\$269,555

EXHIBIT "D"

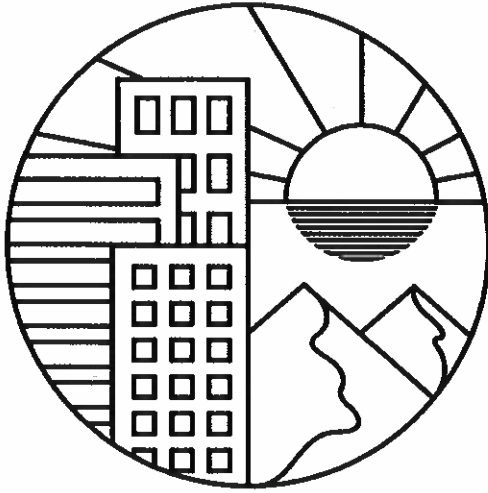
SCHEDULE OF PERFORMANCE

City of Perris Schedule

Task	J	F	M	A	M	J	J	A	S
Task 1. Project initiation/Administration									
Task 2. Housing Constraints Recommendation Report									
Task 3. Code Amendment									
Task 4. Housing Opportunity Site Overlay Zone									
Task 5. Density Bonus Guidelines									
Task 6. Public Hearings									
Task 7. Environmental Analysis									
Request for Information									
Project Description									
Tribal Consultation									
Prepare Technical Studies									
Cultural and Paleontological Resource Analysis									
Transportation Impact Analysis									
Noise Impact Analysis									
Air Quality, Greenhouse Gas, Health Risk, and Energy Impact									
Screencheck Draft IS/MND									
Proofcheck Draft IS/MND									
Mitigation Monitoring and Reporting Plan									
Public Noticing									
Response to Comments									
Notice of Determination									

ATTACHMENT 2

Sagecrest Planning and Environmental Project Proposal



SAGECREST

PLANNING + ENVIRONMENTAL

PROPOSAL FOR HOUSING IMPLEMENTATION MEASURES

CITY OF PERRIS

Amy Vazquez, President
(714) 914-5605

27128 Paseo Espada, Suite 1524
San Juan Capistrano, CA 92675
www.sagecrestplanning.com

avazquez@sagecrestplanning.com



November 22, 2022

City of Perris
Kenneth Phung, Director of Development Services
135 North "D" Street
Perris, CA 92570

SUBJECT: CONSULTANT SERVICES FOR PREPARATION OF HOUSING IMPLEMENTATION MEASURES

Sagecrest Planning+Environmental (Sagecrest) is pleased to submit this proposal to the City of Perris (City) for the preparation of housing implementation measures. The team at Sagecrest provides planning and environmental review services to local jurisdictions throughout California.

Our planners have expertise in discretionary case processing, preparation and review of zoning codes, specific plans, general plans, and other planning documents, code compliance, project management, and environmental analysis, documentation, and review. Our planners have worked with multiple local jurisdictions to update zoning codes and housing related policies to remove constraints for housing. This includes preparing ordinances for inclusionary housing, density bonus regulations, and accessory dwelling units.

Senior Project Manager David Blumenthal, AICP, would be responsible for the day-to-day project implementation. Mr. Blumenthal has extensive experience preparing housing implementation policies and ordinances.

Sagecrest is proactive and anticipates the needs of our clients and recommends practical solutions to complex planning issues. In addition, due to our efficient structure, we are competitive on price while adhering to stringent budgets and schedules. Sagecrest assists public agency clients with technically sound, legally defensible, and cost-effective California Environmental Quality Act (CEQA) compliance documents.

The proposal contained herein shall be valid for a period of ninety (90) days. The primary contact for the proposal is:

Amy Vazquez, President
27128 Paseo Espada, Suite 1524
San Juan Capistrano, CA 92675
Office: 714-783-1863 x 705
Mobile: 714-914-5605
avazquez@sagecrestplanning.com



**City of Perris
Housing Implementation Measures
November 22, 2022**

Sagecrest looks forward to your favorable review of our firm's qualifications, scope of work, and fee. I am authorized to bind Sagecrest in a contract under the terms and conditions prescribed by this proposal. If you require additional information or would like to further discuss our qualifications, please contact me directly at the phone number or email listed above.

Respectfully,

A handwritten signature in blue ink that reads "Amy Vazquez".

**Amy Vazquez, President
Sagecrest Planning+Environmental**

TABLE OF CONTENTS

SAGECREST BACKGROUND	1
Services Offered	2
SUBCONSULTANTS	3
Cogstone Resource Management.....	3
Ganddini Group.....	3
PROJECT UNDERSTANDING.....	3
SCOPE OF WORK.....	4
Task 1. Project Initiation/Administration.....	4
Task 2. Housing Constraints Recommendation Report	4
Task 3. Code Amendments	5
Task 4. Housing Opportunity Site Overlay Zone	5
Task 5. Density Bonus Guidelines	5
Task 6. Public Hearings	6
Task 7. Environmental Analysis.....	6
PROJECT SCHEDULE.....	15
PROJECT TEAM	16
RELEVANT EXPERIENCE	18
REFERENCES	19
FEE SCHEDULE	21
APPENDIX A.....	23





SAGECREST BACKGROUND

Sagecrest Planning + Environmental (Sagecrest) is an award winning, full service, professional planning firm providing on-call planning, land use, and environmental consulting to public agencies throughout California. The American Planning Association (APA) awarded Sagecrest the 2018 Emerging Planning & Design Firm by the Orange Section and the 2019 Grassroots Initiative Award by the CA State Chapter and the Orange Section. With considerable experience in Southern California, the Sagecrest team has strong working relationships with key staff, applicants, and public officials. Our mission is to provide outstanding service at competitive rates to the clients and communities we serve while adding value and making a positive impression with each assignment.

1

Sagecrest has been in business for over five years, however our management team has over 65 years of combined experience in a broad range of land use planning, development activities, and California Environmental Quality Act (CEQA) compliance. The Sagecrest team not only has extensive experience as municipal agency staff but as environmental planners, which gives us insight into the interdisciplinary coordination required to deliver the project that other private consulting firms may not have.

Because of our extensive experience and focus on providing planning staff to public agencies, Sagecrest is uniquely qualified to deliver high-quality planning services. We have assembled an exceptional team of experienced planners. Our staff has professional planning experience in the public sector, giving them a unique and thorough understanding of the processes and the challenges faced by planning departments. We employ highly qualified and experienced professionals whose skills, qualifications and previous responsibilities are a strong match to the needs of the City of Perris. We ensure this high level of quality by employing the following practices:

- Our management teams interviews proposed staff before they are assigned to work on a project
- Our planners have experience working for public agencies prior to working with us, allowing them to integrate seamlessly into department operations.
- We know that our reputation is our most valuable asset. With that in mind, we do not overcommit our staff and only accept work that our staff has the qualifications to perform.
- Our staff maintains ongoing professional development and we provide extensive training in project management, land use law, California Environmental Quality Act (CEQA), writing and public presentation skills.

- We are based in San Juan Capistrano, maintain regular office hours, and are accessible as needed.
- We reliably meet departmental standards, including deadlines, quality of work products, courtesy and accessibility, accuracy of reports and information given to the public, and responsiveness.
- We ensure we have a clear understanding of expectations and maintain consistent communication with our clients.
- We are committed to providing services that are cost effective while maintaining high standards of quality and productivity.

Services Offered

Sagecrest offers the following services for our clients:

- Project Management of entitlements as an extension of City staff
- Review of projects for compliance with the City's Municipal Code and all other applicable regulations
- Coordination of project review by other departments and external agencies
- Preparation of staff reports, resolutions, and ordinances
- Project Management of Environmental Review as an extension of Lead Agency Staff
- Environmental Impact Reports (EIRs)
- Initial Studies/ Mitigated Negative Declarations (IS/MND)
- Addenda to EIRs and IS/MNDs
- Checklists to support the use of a previously certified EIR or previously approved IS/MND
- Technical Studies in support of EIRs, IS/MNDs, and Exemptions
- Mitigation Monitoring and Reporting Programs
- Health Risk Assessments and Noise Analysis of the surrounding environment's impact on a proposed project, not otherwise required by CEQA
- Public Notices
- Peer Reviews of Environmental Documents
- Presentation of the entitlements to community groups, the Planning Commission, and the City Council

SUBCONSULTANTS

For this project, Sagecrest is partnering with Cogstone Resource Management and Ganddini Group for preparation of technical studies needed to support the CEQA analysis.

Cogstone Resource Management

Cogstone Resource Management Inc. (Cogstone) specializes in paleontology, archaeology, and history, providing services to both public and private-sector clients throughout California, with a growing nationwide presence. Their team of experience archaeologists and paleontologists meet or exceed the qualifications required by the Secretary of the Interior’s Standards and Guidelines for Archaeology and Historic Preservation and the Bureau of Land Management. We are experts in the compliance requirements of the Caltrans’ Standard Environmental Reference (SER) guidelines. Further, key personnel are certified in all municipalities throughout California that maintain lists. In addition, the company maintains strong relationships with local museums, universities, state information centers, and California tribes, contributing to our efficacy as both scientists and preservationists.

Ganddini Group

Ganddini Group, Inc. is a technical consulting services firm dedicated to helping our clients succeed through a context-sensitive and cost-effective approach to every project. Our team consists of licensed engineers and highly qualified environmental specialists offering expertise in transportation planning, traffic engineering, parking, noise and vibration, air quality, greenhouse gas, and energy, with a strong emphasis in the preparation of technical studies for California Environmental Quality Act (CEQA) compliance. Ganddini Group has serviced over 300 projects since its founding in 2018 - a testament to the strong working relationships our staff have developed over previous years with a range of clients, including planners, engineers, architects, developers, landowners, property managers, and public institutions and agencies. Proudly serving California with offices in Orange County and Palo Alto, we strive to continue building on trusted working relationships by applying our professional expertise with integrity and with every effort to make a positive contribution to the projects and communities in which we are involved.

PROJECT UNDERSTANDING

The City of Perris has been awarded a Local Early Action Planning (LEAP) grant to remove constraints to housings and implement the recently approved 2021-2029 Housing Element. The project would require amendments to the municipal code and specific plans to implement the policies of the Housing Element, as well as ensure the municipal code and specific plans are compliant with recently adopted State housing law. This would include but may not be limited to AB 2011 (Chapter 647, Statutes of 2022), AB 2097 (Chapter 459, Statutes of 2022), AB 2221

(Chapter 650, Statutes of 2022), SB 6 (Chapter 659, Statutes of 2022), SB 9 (Chapter 162, Statutes of 2021), SB 330 (Chapter 654, Statutes of 2019), and SB 897 (Chapter 664, Statutes of 2022).

The project would also prepare include preparation of a Housing Opportunity Site Overlay Zone to encourage the development of housing at a minimum of 30 dwelling units per acre for the housing opportunity sites listed in the Housing Element. To comply with the California Environmental Quality Act (CEQA), Sagecrest would prepare an Initial Study/Mitigated Negative Declaration (IS/MND). The IS/MND would include traffic, noise, air quality, greenhouse gas, health risk, and energy technical studies.

SCOPE OF WORK

The following scope of work is proposed to accomplish the tasks on a timely basis:

Task 1. Project Initiation/Administration

To initiate the project, Sagecrest will schedule a kick-off meeting with City staff to discuss project expectations, coordination, lines of communication, reporting, deliverables, and all relevant project information. The kick-off meeting will also provide an opportunity to refine the project schedule as needed. Following project initiation, Sagecrest's project manager will meet with city staff for progress meetings as needed over the course of the project to review status to ensure objectives and milestones are being achieved. Sagecrest will coordinate an online meeting portal (Zoom, MS Teams, etc.) for these meetings.

Deliverables: Kick-off meeting agenda and summary, Updated project schedule (as needed)

Task 2. Housing Constraints Recommendation Report

Sagecrest will review the Perris Municipal Code and all related specific plans to identify potential sections that would need to be updated. The focus of this review would be to remove housing constraints Sagecrest will prepare a draft Housing Constraints Recommendation Report that identifies the sections of the municipal code and specific plans that will need to be updated. Upon the City completing their initial review of the report, Sagecrest will meet with the City to discuss recommendations. Sagecrest will then update the recommendation report to incorporate changes highlighted through the City review and agreed upon during the meeting.

Deliverable: Housing Constraints Recommendation Report.

Task 3. Code Amendments

Using the Housing Constraints Recommendation Report as a roadmap, Sagecrest will prepare the necessary amendments to the municipal code and specific plans. This will include Sagecrest providing redlined code text for the City to review. Once the City accepts the proposed changes, Sagecrest will prepare an administrative draft ordinance. Upon completion of the City's review, Sagecrest will provide screencheck draft ordinance and finally a public review draft ordinance. The ordinance will be in the City's format and will include all necessary findings for adoption.

Deliverable: Redlined Code Text; Administrative, Screencheck, and Public Draft Ordinance.

Task 4. Housing Opportunity Site Overlay Zone

To encourage development of the housing opportunity sites listed in the Housing Element, Sagecrest will prepare a Housing Opportunity Site Overlay Zone. To encourage development of opportunities sites, the overlay zone would include alternative development standards, lot merger incentives, and increased densities.

Prior drafting the overlay zone, Sagecrest will meet with the City's project manager to discuss goals, objectives, and approaches. Sagecrest will prepare an administrative draft ordinance. Upon completion of the City's review, Sagecrest will provide screencheck draft ordinance and finally a public review draft ordinance. The ordinance will be in the City's format and will include all necessary findings for adoption.

Deliverable: Redlined Code Text; Administrative, Screencheck, and Public Draft Ordinance.

Task 5. Density Bonus Guidelines

In lieu of a comprehensive density bonus ordinance, which would need to be updated annually through the public hearing process to be kept up to date, Sagecrest recommends limiting the scope of the density bonus ordinance (this would be part of Task 3) to clarify the City will comply with State density bonus law and establish an approval procedure. Sagecrest would prepare density bonus guidelines that could be kept up to date annually by City staff. The guidelines would provide details on eligibility requirements, density bonuses to be provided, and process. The guidelines would be intended to assist the public and staff to implement State density bonus law through the use of plain language, graphics, and tables.

Sagecrest will prepare an administrative draft of the density bonus guidelines. Upon completion of the City's review, Sagecrest will provide screencheck draft ordinance and a public review draft ordinance. After completions of the public hearings for the code amendments, Sagecrest will prepare final Density Bonus Guidelines.

Deliverable: Administrative, Screencheck, Public Draft, and Final Density Bonus Guidelines.

Task 6. Public Hearings

Sagecrest will attend up to four (4) public hearings held by the Planning Commission and/or City Council.

Deliverable: Attendance at Public Hearings

Task 7. Environmental Analysis

Final determination of the appropriate level of CEQA review, However, in reviewing the scope of work of this proposal, along with the General Plan EIR and the 2021-2029 Housing Element IS/MND, Sagecrest anticipates the IS/MND to be the appropriate approach for this project. The following steps would be taken for the IS/MND:

Request for Information: Sagecrest will review all available project-related data provided by the City to identify any gaps. Sagecrest will prepare a Request for Information document to be completed by the City.

Project Description: Once all relevant information is collected, Sagecrest will write a comprehensive description for the Proposed Project, to form the basis for the analysis of the potential impacts of the Proposed Project on the environment. The project description will detail all phases of the project to meet the requirements of CEQA and will be based on the project information.

Tribal Consultation (AB 52/SB 18): The City will be responsible for conducting all required tribal consultation pursuant to AB 52 and SB 18. Sagecrest will assist the City with coordination and will attend the consultation meetings with the City and tribal representatives. Upon completion of the tribal consultation, the City will provide the final mitigation measures for Sagecrest to incorporate into the document.

Prepare Technical Studies: Sagecrest has partnered with Cogstone Resource Management and Ganddini Group to prepare the technical studies to support the CEQA analysis. Sagecrest will manage and coordinate the technical work of Cogstone and Ganddini to ensure quality and consistency across all topical issues examined in the Initial Study. The following technical studies will be included:

- **CULTURAL AND PALEONTOLOGICAL RESOURCE ANALYSIS:** Cogstone will prepare a Cultural and Paleontological Resources Assessment for the 12 opportunity areas. The report will characterize the results of the records searches, consultation efforts to determine baseline conditions, assess potential impacts to cultural and paleontological resources resulting from the project, and make appropriate recommendations to avoid or minimize any potentially significant impacts. This would include two rounds of revisions from City

comments and sending the final report to the Eastern Information Center (EIC). To prepare the report, Cogstone would include the following research:

- Cultural Resources Records Search: Cogstone will request a records search for cultural resources within a quarter mile radius of the Project area from the Eastern Information Center (EIC). A review of all relevant archival records (e.g., historic maps and aerials) will be conducted, and all site records will be obtained. Note: Due to COVID-19 the response time for records search results is longer than normal and is taking approximately 120 days.
 - Sacred Lands File Search: Cogstone will request a Sacred Lands File search from the Native American Heritage Commission (NAHC). Note: Due to COVID-19 the response time for results from the NAHC is longer than normal and is taking approximately 8 weeks.
 - Native American Scoping: Cogstone will send project information letters to those individuals or entities provided by the NAHC that have not already been contacted through Assembly Bill 52 (AB 52) and/or Senate Bill 18 (SB 18) consultation.
 - Historical Society Consultation: Cogstone will conduct consultation with local historical societies.
 - Paleontological Records Search: Cogstone will request a records search for paleontological resources from the Western Science Center (WSC).
 - Background Research: Conduct research to develop brief contexts for cultural and paleontological resources.
 - Cogstone will provide two archaeologists who are cross-trained in paleontology to conduct an intensive pedestrian survey of the 298.81-acre Housing Opportunity Areas 1-12. We assume a maximum of four archaeological sites and ten isolated finds will require recording on California Department of Parks and Recreation 523 (DPR 523) forms. Built environment survey and evaluation is not included and, if required, will be a recommendation in the report.
- **TRANSPORTATION IMPACT ANALYSIS:** Ganddini Group shall prepare a transportation impact analysis for the proposed project consisting of the following tasks:

Project Initiation

- Coordinate with the consulting team to determine the maximum number of dwelling units permitted for each of the 12 Housing Opportunity Areas.
- Calculate the proposed project trip generation for each of the 12 Housing Opportunity Areas (including existing and net new trips, if applicable) based on weekday AM/PM peak hour and daily trip generation rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition, 2021).

- Prepare a scoping agreement for review/approval by City of Perris staff. The scoping agreement shall outline the fundamental assumptions of the analysis, such as the proposed study area and analytical methodologies. This scope of work assumes the study will require analysis of up to 50 study roadway segments. Should additional study locations be identified during the scoping process, a work amendment may be requested.

Roadway Segment Analysis

Existing Conditions & Data Collection

- Document existing roadway classifications, existing number of lanes and daily capacities.
- Obtain 24-hour roadway segment volume counts on a typical weekday (Tuesday, Wednesday, or Thursday) at up to 50 roadway segments.

Traffic Volume Forecasts

- Develop average daily traffic (ADT) volume forecasts at the study roadway segments for the following analysis scenarios:
 - Existing Conditions
 - Year 2040 Without Project
 - Year 2040 With Project (Housing Opportunity Zone Buildout)
- Year 2040 traffic volume forecasts will be obtained from the current Riverside County Model (RIVCOM). Ganddini Group shall perform post-processing procedures to calculate the growth increment between the base year model ADT and the Year 2040 forecast model ADT to be added to current year ADT volumes. Year 2040 With Project conditions will be determined by manually adding project trips to the baseline Year 2040 forecast.

Level of Service/General Plan Consistency Analysis

- Analyze study roadway segment Levels of Service for the above-specified analysis scenarios based on the volume-to-capacity methodology and daily capacity values established by the City of Perris.
- Assess project impacts and identify roadway improvements necessary to maintain the performance standards established by the City of Perris. If necessary, calculate the project's share of new traffic added to study intersections or roadway segments for which improvements have been identified.

Vehicle Miles Traveled (VMT) Analysis

- Obtain the latest available version of the Riverside County Transportation Model (RIVCOM), add project land uses, and perform two new model runs for base year

plus project and future year plus project. The existing baseline VMT shall be estimated by interpolating between the base and future year model runs. Model runs will be obtained via Western Riverside Council of Governments (WRCOG) transportation modeling services.

- Assess the significance of the project VMT impact relative to the applicable thresholds of significance.
- Identify three categories for the Housing Opportunity areas: very efficient (no mitigation necessary), moderately efficient (some mitigation necessary), and least efficient (likely to result in significant unavoidable impacts with mitigation).
- Identify applicable mitigation measures in the form of transportation demand measures (TDM) and associated VMT reduction based on guidance from the California Air Pollution Control Officers Association (CAPCOA) Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (December 2021).

Technical Report

- Prepare a technical report that incorporates the methodology, findings, and all supporting calculations and assumptions. Review one compiled set of City of Perris comments and make minor revisions, if necessary. The final report will be signed and stamped by a Registered Traffic Engineer in the State of California.

Assumptions and Exclusions

- As the final scope of work is subject to approval by City of Perris, a work amendment may be requested for substantial changes to the proposed scope. The scope of work excludes the following elements, which are currently not anticipated to be required:
 - Freeway mainline, merge/diverge, or ramp-metering analysis
 - General Plan Buildout/Horizon Year analysis
- **NOISE IMPACT ANALYSIS:** Ganddini Group shall prepare a noise impact analysis for the proposed project consisting of the following tasks:

Background Review and Baseline Conditions

- Review relevant project and site background information, base graphics showing the site vicinity, the proposed project and adjacent land uses.
- Visit the project site and perform up to ten (10) 15-minute noise measurements at representative affected properties.

Traffic Noise

- Calculate existing and existing plus project traffic noise levels along affected road segments using FHWA modeling techniques.

Technical Report

- Prepare a technical report that incorporates the methodology, findings, and all supporting calculations and assumptions. Review one compiled set of City of Perris comments and make minor revisions, if necessary.

- **AIR QUALITY, GREENHOUSE GAS, HEALTH RISK ASSESSMENT, AND ENERGY IMPACT ANALYSIS:** Ganddini Group shall prepare an air quality, greenhouse gas, health risk assessment (HRA), and energy impact analysis for the proposed project consisting of the following tasks:

Existing Conditions

- Identify the existing air quality setting in the area.
- Identify applicable international, federal, state, SCAQMD's, and local rules and regulations including the State greenhouse gas (GHG) regulations Assembly Bills (AB) 32 and 1493, Senate Bills (SB) 32, 97, 107, 375, 527, 1368, and 1771, and Executive Orders S-3-05 and S-14-08.
- Obtain existing air quality data from air quality monitoring stations within the study area utilizing California Air Resources Board (CARB) data sources. Data will be obtained for air pollutants, including ozone, carbon monoxide (CO), nitrogen dioxide (NO₂), PM₁₀, and PM_{2.5}.
- Identify greenhouse gases and their associated impacts to global climate change.
- Identify thresholds of significance for the criteria pollutants and greenhouse gases.

Air Quality and Greenhouse Gas Emissions Analyses

- As the construction and buildout of the housing element is speculative, the construction analysis will be qualitative.
- Evaluate and quantify regional criteria pollutant and GHG emissions associated with the current General Plan (GP) Buildout land uses and the GP Buildout with the Housing Element Update utilizing the CalEEMod Model.
- Provide a qualitative discussion of the potential for the GP Buildout with the Housing Element Update to generate CO hot spots.
- Evaluate the operational GHG emissions as detailed above using the latest version of CalEEMod. The
- project's emissions will be compared to the SCAQMD's service population target thresholds for plans.

- Compare the project and its emissions to the goals of the City of Perris Climate Action Plan.

Qualitative Discussion of Health Risks to Proposed Residential Land Uses Close to Freeways

- As the project will be locating some Housing Opportunity Sites in close proximity to freeways, the potential health risk impact of freeway-related emissions will be qualitatively discussed.

Odor Analysis

- Provide a qualitative odor analysis related to the construction and operation of the proposed project.

Energy Impact Analysis

- Identify the existing energy use conditions and the applicable federal, state, and local rules and regulations pertaining to Energy use.
- The energy analysis will provide a CalEEMod-based quantitative analysis and discussion of project- related energy use during operation.
- Provide a qualitative discussion of energy use during construction.
- Provide an analysis of the project’s consistency with renewable energy and energy efficiency plans.

Technical Report

- Prepare a technical report that incorporates the methodology, findings, and all supporting calculations and assumptions. Review one compiled set of City of Perris comments and make minor revisions, if necessary.

Deliverable: Technical Studies

Screencheck Draft Initial Study Checklist: Sagecrest will prepare a detailed Initial Study Checklist that meets the requirements of the CEQA Statue and Guidelines, and the County’s local CEQA guidelines, including applicable significance thresholds. The Initial Study will assist Sagecrest and the City in determining the appropriate level of CEQA review for the Proposed Project (Section 15063), expected to be a Mitigated Negative Declaration. The Initial Study will use the most recent version of the CEQA Environmental Checklist Form (based on Appendix G, updated January 2019) and will contain the following:

- Detailed project description and location of the Project Site
- Identification of the environmental setting

- Identification of the potential environmental effects of the Proposed Project for each topical issue, with evidence to support the analysis
- The significance criteria or threshold used to evaluate each topical issue
- The mitigation measures identified, if any, to reduce the potential impact to less than significant
- Examination of consistency with existing zoning, plans and other applicable land use controls.

The environmental topics outlined in the CEQA Initial Study Checklist include:

- | | |
|-----------------------------------|--------------------------------------|
| • Aesthetics | • Mineral Resources |
| • Agriculture/Forestry Resources | • Noise |
| • Air Quality | • Population/Housing |
| • Biological Resources | • Public Services |
| • Cultural Resources | • Recreation |
| • Energy | • Transportation |
| • Geology/Soils | • Tribal Cultural Resources |
| • Greenhouse Gas Emissions | • Utilities/Service Systems |
| • Hazards and Hazardous Materials | • Wildfire |
| • Hydrology/Water Quality | • Mandatory Findings of Significance |
| • Land Use/Planning | |

The discussion for each environmental topic will be supported by technical studies, as appropriate, attached as appendices to the Initial Study Checklist.

Sagecrest will transmit the Screencheck Draft Initial Study Checklist to the City in Microsoft Word to facilitate comments in tracked changes, and in Adobe Acrobat to include all figures and technical study appendices. The City will review and comment on the Screencheck Draft Initial Study and appendices and provide a consolidated set of comments to Sagecrest for revisions.

Deliverable: Screencheck IS/MND

Proofcheck Draft Initial Study Checklist: Upon receipt of one set of consolidated comments on the Screencheck Draft Initial Study and appendices from the County, Sagecrest will revise the documents accordingly to produce the Proofcheck Draft document. This will include coordination with subconsultants to revise technical study appendices as needed and facilitate the review and approval of the final versions of each technical study.

Sagecrest will transmit the Proofcheck Draft Initial Study Checklist to the City in Microsoft Word to facilitate comments in tracked changes, and in Adobe Acrobat to include all figures and

technical study appendices. The City will review and comment on the Proofcheck Draft document and provide a consolidated set of comments to Sagecrest for a final round of revisions.

Deliverable: Proofcheck IS/MND

Public Review Draft Initial Study Checklist: Upon approval by the City, Sagecrest will prepare the public review draft initial study checklist for distribution as follows:

Printed Copies: Once the City approves the Public Review IS/MND, Sagecrest will prepare printed of the Public Review IS (direct reimbursable expense).

Electronic Version: Sagecrest will provide the Public Review IS/MND to the City electronically in Adobe PDF for the City to post on its website.

Deliverable: Public Draft IS/MND

Mitigation Monitoring and Reporting Plan: For mitigation measures that are identified to reduce a potentially significant impact to less than significant, Sagecrest will consolidate all mitigation measures into tabular format to serve at the Mitigation Monitoring and Reporting Plan (Section 15097) and provide an electronic copy to the City.

Public Noticing: Sagecrest will prepare the draft and final Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) according to Section 15072(g) and distribution list for the County to distribute as follows:

- File with the County Clerk Recorder and State Clearinghouse according to Section 15072(d) and Section 15073(a);
- Publish in a local newspaper whose general circulation includes the project area according to Section 15072(b);
- Deliver via certified mail for the 45-day public review period to the final distribution list, which will include responsible and trustee agencies, reviewing agencies, adjacent cities according to Section 15073(c);
- Deliver via first class mail to interested parties according to Section 15072(b)(3);

Sagecrest will compile all certified receipts and document when and where the IS/MND was mailed; these will be provided to the City for its records.

Deliverable: Public Notices

Response to Comments: Sagecrest will prepare a response to comments on a time and materials basis (not included in the estimated budget).

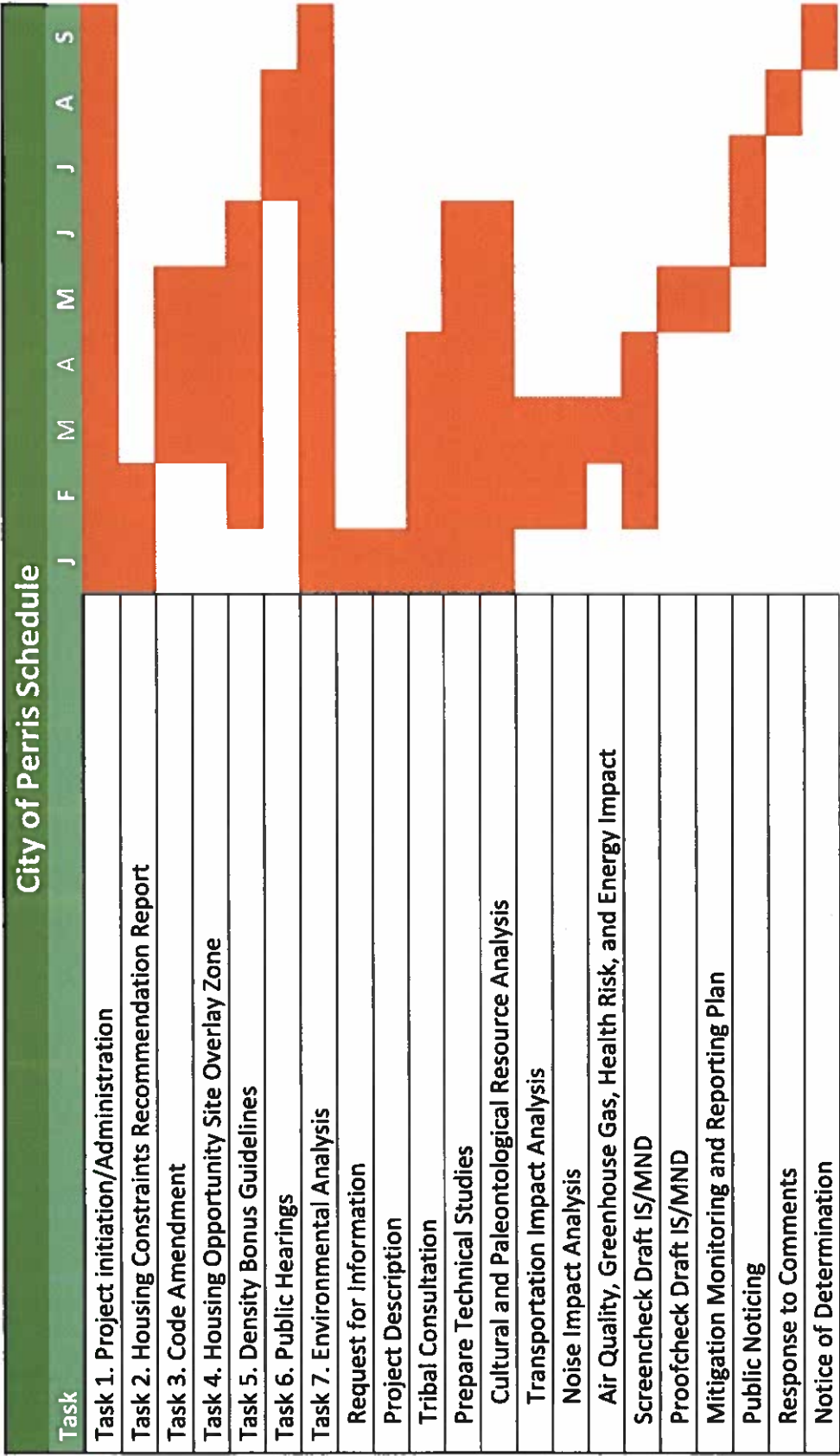
Deliverable: Response to Comments Memorandum

Notice of Determination: Sagecrest will prepare a Notice of Determination according to Section 15075(b). The City will be responsible to file it with the County Clerk Recorder and the State Clearinghouse. The City will be responsible for the California Fish and Wildlife fee to be paid directly to the County Clerk Recorder at the time of filing the NOD.

Deliverable: Notice of Determination



PROJECT SCHEDULE



PROJECT TEAM

The Sagecrest team is comprised of a diverse group of planners and other professionals with expertise in urban planning and design, environmental planning, public policy, and project management. Our team is recognized for the collaborative and insightful approach that results in high quality work and proven results. Please see Appendix A (Resumes) for all team members listed below.

AMY VAZQUEZ, PRESIDENT



Amy has been a professional planner since 1999 and is the Co-Founder and President of Sagecrest Planning + Environmental- an award winning, full service, professional planning firm providing planning, land use and environmental consulting services to public agencies throughout California. She is a practiced planner who has experience successfully managing large and controversial planning projects for the Cities of Anaheim and San Clemente. Amy has earned a Bachelor of Arts degree in Environmental Analysis and Design with a minor in Urban and Regional Planning from UC Irvine.

LINDSAY ORTEGA, AICP, VICE PRESIDENT



Lindsay is a certified planner and has worked in the areas of planning, development, marketing, and community outreach since 2006. She has experience managing entitlement applications and environmental documents in over 70 jurisdictions throughout California and has worked in cities as a planner including Anaheim, Huntington Beach, San Juan Capistrano, and Brea. Lindsay leads a team of experienced project planners responsible for managing and processing a variety of environmental documents and project entitlements. She has a degree in Political Science and Public Affairs from UCLA and a Master of Urban and Regional Planning from the University of California, Irvine.

DAVID BLUMENTHAL, AICP, SENIOR PROJECT MANAGER



David has worked as a professional planner since 1998, with experience in cities throughout Orange and Los Angeles counties. He has managed complex projects including Specific Plans, Zoning Code rewrites, General Plan updates, Site Plan Reviews, Conditional Use Permits, and similar applications. He is skilled at code analysis and the preparation of ordinances to eliminate constraints to housing. David has strong interpersonal skills and the ability to effectively communicate with elected officials, staff, and the public. David has a Bachelor of Arts degree in Environmental Analysis and Design from UC Irvine.

LAUREL REIMER, AICP, SENIOR PROJECT MANAGER



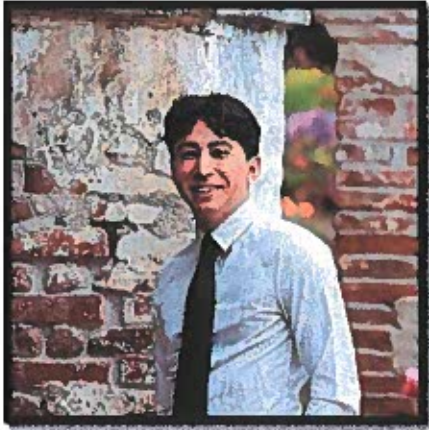
Laurel has nine years of experience in urban planning with over three years in the public sector focusing on entitlements, compliance, and meeting client needs through creative problem solving. She has worked in several jurisdictions throughout the West Coast and thus understands government procedures, laws, ordinances and zoning. Laurel is a Senior Project Manager for company's private entitlement projects. Laurel is a board member of the American Planning Association, Orange Section.

KELLY RIBUFFO, PROJECT MANAGER



Kelly has worked in the areas of current planning and historic preservation since 2011. As a public sector planner in Florida and California she has extensive experience processing a variety of complex entitlement projects including conditional use permits, variances, site plans, environmental review, and design review permits for residential, commercial, and institutional projects. Kelly also specializes in historic preservation design review for 19th and 20th century historic resources. She has a Master of Science in Historic Preservation from the University of Oregon.

ALEJANDRO DE LOERA, ASSISTANT PLANNER



Alejandro is a professional and diligent planner with three years of experience in the public sector. He has worked for the Cities of Claremont, El Monte, Alhambra, Buena Park, and Santa Fe Springs. He has excellent communication skills and is well versed in public speaking and presenting to the public, staff, and Planning Commission. He has a Bachelor of Science in Urban and Regional Planning from California State Polytechnic University, Pomona.

RELEVANT EXPERIENCE

Sagecrest has served local public agencies on development projects, zoning ordinances, and environmental document preparation and review in communities across Southern California. The Sagecrest team also has extensive experience as municipal agency staff, giving us insight into the interdisciplinary coordination required to deliver project management and CEQA compliance that other consulting firms may not have. The following is a sample of projects that the Sagecrest team has completed or is currently working on:

Project Name	Project Description	Entitlement/Environmental Type	Client
Housing Element Implementation	Prepare multiple studies and ordinances related to implementing policies of the Housing Element. This includes density bonus ordinance and guidelines, inclusionary housing study and ordinance, and ADU Guidelines	Study/Code Amendment	City of Monrovia
Inclusionary Housing Study	Prepare an analysis of the costs and benefits of providing an inclusionary housing ordinance.	Study	City of Newport Beach



Project Name	Project Description	Entitlement/Environmental Type	Client
Housing related Code Amendments	Amend the zoning code to update to current Density Bonus State law.	Code Amendment	City of Newport Beach
Zone Text Amendments	Various Zone Text Amendment including: 1) ADUs and 2) establish pilot program for short-term rentals.	Zone Text Amendment	City of Hermosa Beach
ADU Streamlining	Prepare streamlining report, code amendment, and RFP to illicit proposals for permit-ready ADU plans.	Study/Code Amendment	City of Riverside
Alder Industrial Project	174,780 sf logistics warehouse and office building.	Mitigated Negative Declaration	County of San Bernardino
Ayres Hotel Renaissance Specific Plan	86,641 sf, four-story, 135-room hotel.	EIR Addendum	City of Rialto
Dixieline Lumber Yard	37,350 sf industrial building for office, manufacturing and warehouse uses.	Mitigated Negative Declaration	City of Riverside

REFERENCES

The team at Sagecrest includes a collaboration of managing principals and staff who have extensive experience in performing work of a similar nature to that solicited in this request for services. Four (4) planning services references and four (4) environmental services references are provided below. Additional references are available upon request.

Assignment	Term/Project	Location/Client	Client Contact
On-Call Planning Services	January 2022-present	City of Monrovia	Teresa Santilena, AICP Associate Planner tsantilena@ci.monrovia.ca.us (626) 932-5526

Assignment	Term/Project	Location/Client	Client Contact
On-Call Planning Services	February 2019-present	City of Oceanside	Jonathan Borrego, AICP Development Services Director jborrego@ci.oceanside.ca.us (760) 435-4373
On-Call Planning Services	July 2017-present	City of Santa Fe Springs	Wayne Morrell Director of Planning wavnemorrell@santafesprings.org (562) 868-0511
On-Call Planning Services	August 2017-Present	City of Newport Beach	Jim Campbell Deputy Community Development Director jcampbell@newportbeachca.gov (949) 644-3210
Environmental Services	Kassab Travel Center IS/MND (2017-2020), Lake Street Storage Facility IS/MND (2019-2020)	City of Lake Elsinore	Damaris Abraham Senior Planner dabraham@lake-elsinore.org (951) 674-3124 x 913
Environmental Services	N Euclid Street Fueling Station and Convenience Store Project (June 2019-April 2020)	City of Santa Ana	Ivan Orozco Assistant Planner iorozco@santa-ana.org (714) 667-2763
Environmental Services	Magnolia Flats Appendix N Streamlining Checklist, Marriott AC/Residence Inn Hotel (October 2019-Current)	City of Riverside	Brian Norton Senior Planner bnorton@riversideca.org (951) 826-2308

FEE SCHEDULE

Sagecrest will bill the following tasks monthly on a time and material basis, with the remainder of the task billed upon the acceptance of all deliverables for that task.

Task	Sagecrest	Cogstone	Ganddini
Task 1. Project Initiation/Administration	\$8,500		
Task 2. Housing Constraints Recommendation Report	\$18,750		
Task 3. Code Amendments	\$20,000		
Task 4. Housing Opportunity Site Overlay Zone	\$21,500		
Task 5. Density Bonus Guidelines	\$7,400		
Task 6. Public Hearings	\$2,800		
Task 7. Environmental Analysis			
Request for Information	\$2,000		
Project Description	\$2,000		
Tribal Consultation (AB 52/SB 18):	\$1,000		
Prepare Technical Studies	\$10,580		
<i>Cultural and Paleontological Resource Analysis</i>		\$45,970	
<i>Transportation Impact Analysis</i>			\$43,000
<i>Noise Impact Analysis</i>			\$4,800
<i>Air Quality, Greenhouse Gases, Health Risk Assessment, and Energy Impact Analysis</i>			\$12,000
Screencheck Draft Initial Study Checklist	\$28,000		
Proofcheck Draft Initial Study Checklist	\$9,500		
Public Review Draft Initial Study Checklist	\$4,500		
Mitigation Monitoring and Reporting Plan	\$1,000		
Public Noticing	\$1,000		
Response to Comments	TBD		
Notice of Determination	\$750		
Total Tasks:	\$139,280	\$45,970	\$59,800
		Total Fees:	\$245,050
		10% Contingency:	\$24,505
		Project Total:	\$269,555

Due to the unknown number of comments received on the environmental document, the Response to Comments will be billed at time and material only. Reimbursable expenses incurred related to a specific project would be billed at actual costs plus 10% and include, but are not limited to, reprographics, postage, certified mailings, office supplies such as Compact Discs for

environmental documents, and CEQA filing fees. Mileage will be billed at the current IRS reimbursement rate. These fees are not anticipated to exceed the contingency fee.

Contract change order costs will be billed on a time and materials basis at the rates noted below. Contract change orders for work to be completed by subconsultants will be prepared by the appropriate subconsultant.

Sagecrest Planning+Environmental Fee Schedule

Position	Hourly Rate
President	\$220.00
Vice President	\$200.00
Senior Project Manager	\$180.00
Project Manager	\$160.00
Principal Planner	\$140.00
Senior Planner	\$120.00
Associate Planner	\$100.00
Administrative Support-Technical Editor	\$100.00
Assistant Planner	\$80.00

APPENDIX A

PROJECT TEAM RESUMES



SAGECREST
PLANNING + ENVIRONMENTAL

Amy Vazquez

QUALIFICATION SUMMARY

Amy has been a professional planner since 1999 and is the Co-Founder and President of Sagecrest Planning+Environmental; an award winning, full service, professional planning firm providing planning, land use and environmental consulting services to public agencies throughout California. She is a practiced planner who has experience successfully managing large and controversial planning projects for the Cities of Anaheim and San Clemente. Amy is also the Past Section Director Elect for the Orange Section of the American Planning Association and has been an active board member for nearly a decade.

PROFESSIONAL EXPERIENCE

Sagecrest Planning+Environmental

February 2017 – Present

President

- Manages a team of approximately 30 professionals including professional planners, code enforcement officers, building and safety personnel, contractors and other staff who provide services to client cities throughout Southern California.
- Preparation and oversight of multiple professional planning contracts throughout Southern California.
- Business development, diversification, client relations and staff recruitment, retention and discipline.
- Maintains relationships with current clients and employees/contractors.

City of San Clemente

March 2017 – June 2018

Contract Senior Planner

- Primarily conducted high level current and advance planning projects through project management implementing the goals, objectives, policies and priorities of the City.
- Contract planner responsible for the Marblehead Coastal Specific plan.
- Managed the entitlements for the Outlets at San Clemente and the construction activities of the Sea Summit residential development.

City of Anaheim

May 2014 – March 2017

Contract Planner

- Responsible for project management of expedited entitlements and complex development applications.
- Reviewed and processed general plan amendments, re-classifications, subdivisions, annexations, conditional use permits and variances.
- Performed field inspections to gather data relevant to the development review process and/or to verify that development projects comply with approved plans.
- Scheduled and conducted meetings with other city departments and elected officials.
- Presented reports and other findings to staff, Planning Commission, and City Council.

Lilley Planning Group**January 2015 – April 2017****Principal**

- Managed a team of over a dozen planners assigned throughout Southern California.
- Principal in charge of marketing and networking, client relations and staff retention.
- Drafted and submitted proposals, participated in interviews and fulfilled client requests for contract planning services.

City of Anaheim**June 2001 – November 2006****Associate Planner**

- Reviewed and processed complex general plan amendments, zoning code amendments, reclassifications, subdivisions, conditional use permits and variances.
- Processed entitlement requests and development agreements for mixed-use projects within the Platinum Triangle that included various planning studies and development applications.
- Prepared and reviewed proposal requests for consultant contracts for environmental studies and managed the entire CEQA review process.
- Performed field inspections to gather data relevant to the development review process and/or to verify that development projects comply with approved plans.
- Scheduled and conducted meetings with other city departments, applicants and consultants.
- Prepared and presented staff reports that included project analysis, project findings, and project recommendations for the City Council and Planning Commission
- Practiced excellent customer service at the public zoning counter.
- Supervised and mentored several Planning Aides, Assistant Planners and Planning Interns.

City of Huntington Beach**June 1998 – June 2001****Planning Technician**

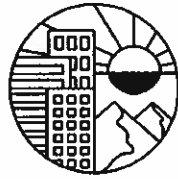
- Provided customer service to residents, business owners and developers at the public counter with new development projects residential, commercial and industrial alterations.
- Analyzed, evaluated, and performed technical review of site and architectural plans to verify conformance with appropriate zoning and building regulations.
- Conducted records requests for residents, business owner and developers.

EDUCATION

University of California, IrvineBachelor of Arts, Environmental Analysis and Design
Minor, Urban & Regional Planning**MEMBERSHIP/AWARDS**

- Active member of the American Planning Association (APA)
- Currently holds the position of Section Director of Orange Section APA

- **Recipient of multiple awards from APA Orange Section with Sagecrest Planning+Environmental: 2018 Emerging Planning and Design Firm, 2019 Award of Excellence for Grassroots Initiative**



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LINDSAY ORTEGA, AICP

QUALIFICATION SUMMARY

Lindsay is a certified planner who has worked in the public sector since 2004. She has extensive experience working in the areas of planning, development, marketing, and community engagement and outreach. She has the ability to quickly review and understand the unique complexities of municipal zoning codes, as has managed projects on behalf of cities and private entities in different jurisdictions all over California. She specializes in managing difficult and controversial projects requiring extensive community outreach and engagement, as well as anticipating and addressing major concerns of a project prior to a public hearing.

PROFESSIONAL EXPERIENCE

Sagecrest Planning+Environmental

2017- Present

Vice President

- Provides technical assistance to contract staff placed in jurisdictions
- Responsible for marketing and outreach to existing and prospective clients
- Manages company and online presence
- Responds to RFPs and prepares written proposals

Lilley Planning Group, City of Anaheim

2016-2017

Contract Planner

- Responsible for managing and processing a variety of project entitlement applications for compliance with local, state, and federal regulations. Such projects include comprehensive sign programs, Conditional Use Permits, infill residential projects, as well as industrial and commercial developments.
- Present projects to Planning Commission, as well as other necessary reviewing bodies; prepare staff reports and associated documents, including preparation of resolutions, conditions of approval, and public hearing notices
- Assist at Planning Counter to review plan checks, sign permits, regulatory and special event permits, and any other over-the-counter requests, as needed.

Lilley Planning Group, City of San Juan Capistrano

2016

Contract Associate Planner



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- Managed projects through land use entitlement process such as Architectural Control reviews, Conditional Use Permits, Grading Plan Modifications, Sign Programs, Historical Structure Modifications/Reviews, and environmental reviews as needed
- Reviewed project plans to determine compliance with applicable zoning codes, ordinances, policy directives, and regulations
- Presented projects to Planning Commission, as well as other necessary reviewing bodies; prepare staff reports and Planning Commission meeting packets, including preparation of resolutions, conditions of approval, and public hearing notices
- Reviewed development projects in order to make necessary findings; attend study sessions or adjourned meetings as directed.

Lilley Planning Group, City of Brea
Planning Specialist

2016

- Project management of land use entitlement projects such as Conditional Use Permits, Plan Review
- Reviewed project plans for compliance with applicable development standards, ordinances, and regulations
- Assisted customers at the public counter and over the telephone; answered questions; explained procedures, assisted the public in completing forms and applications; received forms and applications; handled complaints and resolved problems
- Reviewed plan checks, sign permits, temporary sign permits, and any other over-the-counter requests
- Presented projects to Planning Commission, as well as other necessary reviewing bodies; prepared staff reports and Planning Commission meeting packets, including preparation of resolutions, conditions of approval, and public hearing notices, and presented staff reports to Planning Commission.

Core Development Services
Zoning Manager

2014-2016

- Responsible for securing all necessary governmental zoning approvals and entitlements for existing and new wireless facility modifications and renewals throughout Southern California, with an average load of 100 sites from various carriers and tower companies
- Extensive review of jurisdiction-specific zoning code and regulatory land use policies to make necessary findings for approval, troubleshoot design to ensure speed to market approval



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- Gathered necessary third-party services for permit submittals, represent the client at public hearings, follow the project to completion ensuring all jurisdictional Conditions of Approval are met
- Conduct all necessary due diligence research and project milestone forecasts for projects to meet client expectations

Community Action Partnership

2011-2014

Zoning Manager

- Responsible for the management of all funding received to ensure compliance and parameters of funding received through the collection and tracking of programmatic performance indicators and outcomes.
- Oversaw and ensured private and public contract compliance, including CSBG, CDBG, USDA, County of Orange, OC United Way Funding, and other private, corporate, and foundation contracts.
- Prepared and completed contract reports, private and public requests for proposals, and strategic project implementation plans.
- Researched local demographic data to secure funding for program development in high-need areas of Orange County.

EDUCATION

University of California, Irvine
University of California, Los Angeles

Masters of Urban and Regional Planning
Bachelor of Arts in Political Science

MEMBERSHIPS

American Planning Association

American Institute of Certified Planners

SKILLS

Adobe Acrobat Adobe Photoshop	Microsoft Office Suite Wrike
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DAVID BLUMENTHAL, AICP

QUALIFICATION SUMMARY

David is an experienced and dedicated planner with over 20 years of experience. He has managed complex projects including Specific Plans, Zoning Code rewrites, General Plan updates, Site Plan Reviews, Conditional Use Permits, and similar applications. He is skilled at the preparation of public notices, CEQA documentation, and staff reports. David has strong interpersonal skills and the ability to effectively communicate with elected officials, staff, and the public. David's expertise is ensuring our governmental clients comply with current State housing regulations (ADU, Density Bonus, Inclusionary Housing, SB 330 and SB 9).

PROFESSIONAL EXPERIENCE

Sagecrest Planning+Environmental

2019- Present

Senior Project Manager

- Prepares General Plan amendments, Zoning Code amendments, and specific plans to facilitate site development and ensure compliance with State regulations.
- Manages complex current planning project entitlement on behalf of jurisdictions. This includes analyzing projects for compliance with current code, coordinates interdepartmental review, ensure compliance with CEQA, prepares and presents staff reports to Planning Commission and City Council.
- Researches and prepares informational reports on complex planning topics to assist decision makers.
- Coordinates multidisciplinary team for residential, commercial, and industrial entitlement application submittal and processing.

City of Downey

2006-2019

City Planner

Principal Planner

Senior Planner

Building and Safety Supervisor

- Managed Planning Division within Community Development Department. The division has an annual budget of \$1.5 million.
- Responsibilities included supervising and distributing workload to the planners, monitoring changes to State law to ensure City remains in compliance, reviewing staff reports, prepare annual budget, ensuring Planning Commission agenda and packet are prepared, working with developers and property owners to ensure projects meet the quality standards expected by the City, ensure planners are coordinating their projects

among the various departments, responding to customer and community complaints, and conducting performance evaluations.

- Managed complex projects, such as Specific Plans, Zoning Code rewrites, General Plan updates, Site Plan Reviews, Conditional Use Permits, and similar applications.
- Prepared public notices, CEQA documentation, and staff reports.
- Responded to public and media inquiries and presented projects to the Planning Commission and City Council.
- Implemented new technology for use by Staff.
- Prepared and submitted applications for grant funding for various projects.
- Managed Building and Safety Division (includes Building Official, Inspectors, Permit Technicians, and Clerical Staff), set division policies, conducted staff performance reviews, reviewed invoices for payment, preparation of division budget, respond to customer inquiries and complaints at the building counters, and oversaw updates to the building code.

City of Rancho Palos Verdes

2002-2006

Associate Planner

- Reviewed and processed current planning applications for residential and commercial projects.
- Performed analysis for compliance with city codes and potential view impacts.
- Reviewed projects for compliance with CEQA, prepared and presented staff reports to Planning Commission and City Council.
- Served as staff liaison to City's Equestrian Committee.

City of Garden Grove

1999-2002

Associate Planner

Assistant Planner

- Reviewed and processed current planning applications for residential commercial and industrial projects.
- Performed analysis for compliance with city codes.
- Reviewed projects for compliance with CEQA.
- Prepared and presented staff reports to Planning Commission.

City of Fountain Valley

1998-1999

Planning Intern

- Assisted planning, housing, and code enforcement staff with project research, filing, and preparation of correspondence.

EDUCATION

University of California, Irvine

Bachelor of Arts with major in Environmental Analysis and Design

California State University, Fullerton

Certificate in Environmental Compliance

MEMBERSHIPS

American Planning Association

American Institute of Certified Planners

SKILLS

Microsoft Office Suite (Expert) Adobe Acrobat (Expert) Adobe Photoshop (Intermediate)	ArcGIS (Intermediate)
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LAUREL REIMER, AICP

QUALIFICATION SUMMARY

Laurel has eleven years of experience working in the planning profession with over seven years in the public sector. She has a clear understanding of government procedures, laws, ordinances, and zoning based on her work experience in over 100 jurisdictions throughout the West Coast. She has worked on complex projects including comprehensive General Plan updates, code amendments, active transportation plans, and various entitlements. Laurel is an engaged public speaker and writer who uses data-driven research to persuade audiences to obtain project approvals. She is an excellent project manager who effectively directs time, priorities, and teams to meet objectives.

PROFESSIONAL EXPERIENCE

Sagecrest Planning+Environmental

1/2020 – Present

Senior Project Manager

- Supports developers and applicants moving through the entitlement and permitting process.
- Researches agency processes, timelines, and fees to develop entitlement schedules and budgets.
- Works with consultants to prepare entitlement materials, including technical studies, site plan development, architecture, engineering and site improvements, landscaping, and utilities.
- Obtains all entitlements, plan approvals, permits and releases.

City of Santa Fe Springs

9/2016 – Present

Contract Senior Planner

- Provides information and assistance to developers, property owners and the public regarding laws, regulations, standards, policies, and procedures related to the submission of plans, processing of applications and implementation requirements; investigates and answers the more complex questions from the public regarding planning, zoning and environmental issues.
- Reviews formal applications, development proposals, CEQA documents, and construction plans to ensure compliance with city policies, ordinances, and codes.
- Drafts and coordinates adoption of code amendments; singlehandedly wrote the wireless telecommunications facilities chapter of the municipal code.
- Prepares and presents reports to the Planning Commission, City Council, and community groups; prepares public notices.
- Facilitates interdepartmental coordination of planning projects and confers with personnel from other departments and agencies in coordinating work activities.
- Supervises staff involved in compiling, researching, analyzing, and evaluating planning and zoning data. Supervisory duties include interviewing, selecting, training, assigning and

reviewing work, evaluating and disciplining subordinate staff, and communicating department policies and objectives to staff.

- Staff lead for the Santa Fe Springs Active Transportation Plan and First-Last Mile Plan for the Metro L Line extension Norwalk Boulevard station.
- Comprehensive General Plan and Targeted Zoning Code Update project team member.

Core Development Services

9/2012 – 7/2016

Senior Project Manager/Project Manager/Zoning Manager

- Managed the entitlement processes for telecommunications facilities by researching, interpreting, and applying government laws, codes, ordinances, and regulations.
- Independently launched the Portland office and oversaw all Pacific Northwest entitlements and lease negotiations.
- Went from zero market presence to securing 40 new projects within six months of office opening by leading business development, client relations, and sales.
- Managed over 300 West Coast projects and four staff while simultaneously overseeing all aspects of project life cycle.
- Delivered shovel ready projects by obtaining permit approvals and fully executed leases.
- Creatively solved problems stemming from changes in codes, public opinion and site violations while considering budgets, scheduling, and client needs.
- Presented client projects and persuaded decision makers at various public meetings.
- Achieved fastest promotion to Senior Project Manager in company history.

ADDITIONAL PUBLIC SECTOR EXPERIENCE

Clackamas County Emergency Management

10/2008 – 9/2009

Hazard Mitigation Specialist

- Proposed mitigation strategies to meet community resiliency and sustainability goals by writing FEMA-approved Natural Hazards Mitigation Plans for 10 cities in Clackamas County.
- Identified stakeholders, organized steering committees, and facilitated community meetings to evaluate the adequacy of community facilities and infrastructure and develop comprehensive natural hazard risk assessments.
- Reached consensus by collaborating with the community to prioritize projects.

Municipal Water District of Orange County

4/2011 – 9/2012

Water Use Efficiency Intern

- Determined the impact of water reduction programs through analytical statistical evaluation.
- Prepared clear and comprehensive reports for water reduction programs by organizing data using Excel and Access.

City of Villa Park

6/2012 – 9/2012

Planning Intern

- Reviewed plans and answered questions related to city codes, ordinances, and regulations.
- Updated planning and building documents to ensure consistency with the municipal code.

City of Brea

6/2012 – 9/2012

Community Development Intern

- Wrote RFPs, created outreach pieces and designed trail signage for the Tracks at Brea project.
- Researched and established a process for translating the greenhouse gas inventory into the Climate Registry.
- Facilitated tabletop discussions at neighborhood meetings.

EDUCATION

University of California, Irvine

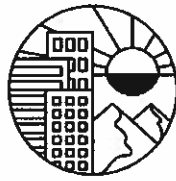
Master of Urban and Regional Planning, 2012

University of California, Los Angeles

Bachelor of Arts in Geography/Environmental Studies, Minor in Urban & Regional Studies, 2008

CERTIFICATIONS/MEMBERSHIPS

- American Institute of Certified Planners, 2019
- American Planning Association, Orange Section Board Member, 2017 - Present
- Orange County Transportation Authority, Citizens Advisory Committee, 2013 - Present



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Kelly Marie Christensen Ribuffo

QUALIFICATION SUMMARY

Kelly is a planning professional with almost ten years of continuous experience in municipal planning. Her specialties include comprehensive entitlement review for residential, commercial, and institutional development and design review for historic properties from the late 19th to mid-20th century.

PROFESSIONAL EXPERIENCE

Sagecrest Planning + Environmental

June 2022 - Present

Project Manager

- Prepares CEQA documents for client projects.
- Manages preparation of technical studies to support CEQA review, including Air Quality, Biological, Cultural, Geotechnical, Greenhouse Gas, Historic, Hydrology, Noise, Phase I/II, Traffic, and WQMP.
- Coordinates planners and subconsultant teams for complex environmental projects.
- Peer review of CEQA documents and associated technical studies.

City of Orange

July 2014 – June 2022

Associate Planner – Historic Preservation

Orange is a mid-sized city in Southern California with a historic commercial core. I staff both the Current Planning and Historic Preservation sections of the Community Development Department, providing comprehensive planning, design, and environmental review for all types of development projects inside and outside of the city's historic districts.

- Reviews development applications throughout the city, including multifamily residential, commercial infill, conditional use permits, variances, zone changes, site plan reviews, and administrative design reviews.
- Provides specialized design review of historically designated properties for compliance with the City's historic preservation design standards, with properties ranging from the late 19th to mid-20th century period.
- Coordination of development project review with other City departments through the internal staff review committee.
- Prepares staff reports, including recommendations and resolutions/ordinances, for presentation before the Design Review Committee, Planning Commission, and City Council.
- Reviews historic, archaeological, and environmental technical reports and performs cultural resources survey work as needed.
- Designated staff planner responsible for processing all development applications related to Chapman University, located within the Old Towne National Historic District.
- Administers the City's Mills Act Tax Exemption program for qualified historic properties.

City of Lake Worth Beach**March 2012 – June 2014***Preservation Planning Coordinator*

Lake Worth, now Lake Worth Beach, is a small city of approximately 40,000 residents in southeast Florida. I acted as historic preservation officer, providing planning support and project management for the city's six local historic districts, including three National Register historic districts and three individually-listed National Register properties.

- Designated zoning reviewer and project manager for all planning and zoning actions involving local historic properties throughout the City, including site plans, variances, conditional use permits, and certificates of appropriateness for residential and commercial properties.
- Prepared and presented staff reports to the Historic Resources Preservation Board and City Commission.
- Provided customer service at the public counter answering phone calls, emails and in-person questions concerning zoning, entitlements and historic preservation.
- Certified Local Government coordinator and administrator of the City's Historic Ad Valorem Tax Exemption program.
- Participated in preparation of amendments to the City's Land Development Regulations (LDRs) and Comprehensive Plan.

National Park Service – Alaska Regional Office**June 2011 – September 2011***Historian*

Hired by the Alaska Regional Office as part of the National Register Initiative program. Two projects were completed during the course of the job. The first was a Determination of Eligibility (DOE) for the Mission 66 employee residences at Glacier Bay National Park and Preserve. The second was the complete draft for a National Register nomination to expand the headquarters historic district at Denali National Park and Preserve. Both projects require on-site field visits and recordation, as well as in-office report writing in a professional office setting.

Crater Lake National Park**June 2010 – August 2010***Historian*

Hired in summer 2010 as the Hartell Intern for Historic Preservation. Under the supervision of park historian Steve Mark, two independent research projects were undertaken. The first project was a condition assessment of the Mount Scott Fire Lookout, built in 1952. The second project was a comprehensive survey of extant Mission 66 resources within the park boundaries, with basic descriptions and preliminary recommendations for future maintenance and preservation.

Southarc, Inc.**July 2007 – July 2009***Archaeological Technician*

Archaeological job responsibilities included performing Phase I shovel test surveys, Phase II and III archaeological excavations, research utilizing library and internet resources, artifact cataloging and analysis, completing compliance paperwork for the State Historic Preservation Office (SHPO), and some technical report writing. Further historic preservation job responsibilities included conducting historic architectural surveys and making determinations of eligibility for the National Register.

EDUCATION

University of Oregon

Master of Science in Historic Preservation

University of Florida

Bachelor of Arts in Anthropology

Bachelor of Arts in Asian Studies

MEMBERSHIPS

Association of Environmental Professionals

SKILLS

Microsoft Office Suite

Granicus/Legistar

Superion TrackIT Permit Software

Architectural Plan Review

Archaeological and Environmental Technical Review

CERTIFICATIONS

Meets the Secretary of the Interior's Professional Qualification Standards for Historic Preservation Professionals in the disciplines of History and Architectural History



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ALEJANDRO DE LOERA

QUALIFICATION SUMMARY

Alejandro is a professional and diligent planner with approximately three years' experience in the public sector. He has excellent communication skills and is well versed in public speaking and presenting to the public, staff, and Planning Commission. Alejandro is adept at assuring plans are in compliance with municipal code, and various city plans. These skillsets help him to seamlessly integrate into a work setting and tackle tasks assigned.

PROFESSIONAL EXPERIENCE

Sagecrest Planning + Environmental **Present**

Planning Services: Cities of Alhambra and Buena Park

- Reviews ADU submittals for city and state compliance
- Leads development meetings and provides status reports
- Processes parking variances, CUPs, and wireless telecom modifications
- Prepares and presents Planning Commission items

City of El Monte **2021- 2022**

Planning Technician

- Lead designer of ArcGIS mapping services for the city
- Researches and analyzes statistical data for map generation
- Participates and serves on interdepartmental committees

City of El Monte **2020**

Planning Intern

- Reviewed business licenses, plan sets, and preparation of public notices
- Conducted weekly community outreach
- Provided assistance to the public at the planning counter

City of Claremont **2020**

Planning Intern

- Supported staff and public with planning development projects
- Responded to public inquiry and records requests
- Researched and assisted in due diligence reports focused on ADUs, and bike lanes



SAGECREST
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EDUCATION

CA State Polytechnic University,
Pomona

*Bachelor of Science in Urban and
Regional Planning*

CERTIFICATION AND SKILLS

Adobe Acrobat ArcGIS Illustrator InDesign	Lumion Microsoft Office OpenGov Photoshop
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MEMBERSHIPS

American Planning Association

LANGUAGES

Fluent in English, Spanish, and conversational German

ATTACHMENT 3
Request for Proposal (RFP)

REQUEST FOR PROPOSAL (RFP): SCOPE OF WORK FOR HOUSING IMPLEMENTATION MEASURES TO ACCELERATE HOUSING IN PERRIS

PROJECT UNDERSTANDING

The City of Perris has been awarded a Local Early Action Planning (LEAP) grant to remove constraints to housings and implement the recently approved 2021-2029 Housing Element. The project would require amendments to the municipal code and specific plans to implement the policies of the Housing Element, as well as ensure the municipal code and specific plans are compliant with recently adopted State housing law.

The project would also prepare include preparation of a Housing Opportunity Site Overlay Zone to encourage the development of housing at a minimum of 30 dwelling units per acre for the housing opportunity sites listed in the Housing Element. To comply with the California Environmental Quality Act (CEQA), an Initial Study/Mitigated Negative Declaration (IS/MND) will need to be prepared. The IS/MND would include traffic, noise, air quality, greenhouse gas, health risk, and energy technical studies.

SCOPE OF WORK

The following scope of work is needed to accomplish the tasks on a timely basis:

Task 1. Project Initiation/Administration

To initiate the project, a schedule a kick-off meeting with City staff to discuss project expectations, coordination, lines of communication, reporting, deliverables, and all relevant project information. The kick-off meeting will also provide an opportunity to refine the project schedule as needed. Following project initiation, the planning consultant's project manager will meet with city staff for progress meetings as needed over the course of the project to review status to ensure objectives and milestones are being achieved. The planning consultant will coordinate an online meeting portal (Zoom, MS Teams, etc.) for these meetings.

Deliverables: Kick-off meeting agenda and summary, Updated project schedule (as needed)

Task 2. Housing Constraints Recommendation Report

The planning consultant will review the Perris Municipal Code and all related specific plans to identify potential sections that would need to be updated. The focus of this review would be to remove housing constraints The planning consultant will prepare a draft Housing Constraints Recommendation Report that identifies the sections of the municipal code and specific plans that

will need to be updated. Upon the City completing their initial review of the report, the planning consultant will meet with the City to discuss recommendations. The planning consultant will then update the recommendation report to incorporate changes highlighted through the City review and agreed upon during the meeting.

Deliverable: Housing Constraints Recommendation Report

Task 3. Code Amendments

Using the Housing Constraints Recommendation Report as a roadmap, the planning consultant will prepare the necessary amendments to the municipal code and specific plans. This will include The planning consultant providing redlined code text for the City to review. Once the City accepts the proposed changes, The planning consultant will prepare an administrative draft ordinance. Upon completion of the City's review, The planning consultant will provide screencheck draft ordinance and finally a public review draft ordinance. The ordinance will be in the City's format and will include all necessary findings for adoption.

Deliverable: Redlined Code Text; Administrative, Screencheck, and Public Draft Ordinance.

Task 4. Housing Opportunity Site Overlay Zone

To encourage development of the housing opportunity sites listed in the Housing Element, the planning consultant will prepare a Housing Opportunity Site Overlay Zone. To encourage development of opportunities sites, the overlay zone would include alternative development standards, lot merger incentives, and increased densities.

Prior drafting the overlay zone, the planning consultant will meet with the City's project manager to discuss goals, objectives, and approaches. The planning consultant will prepare an administrative draft ordinance. Upon completion of the City's review, The planning consultant will provide screencheck draft ordinance and finally a public review draft ordinance. The ordinance will be in the City's format and will include all necessary findings for adoption.

Deliverable: Redlined Code Text; Administrative, Screencheck, and Public Draft Ordinance.

Task 5. Density Bonus Guidelines

In lieu of a comprehensive density bonus ordinance, which would need to be updated annually though the public hearing process to be kept up to date, the planning consultant recommends limiting the scope of the density bonus ordinance (this would be part of Task 3) to clarify the City will comply with State density bonus law and establish an approval procedure. The planning consultant would prepare density bonus guidelines that could be kept up to date annually by City staff. The guidelines would provide details on eligibility requirements, density

bonuses to be provided, and process. The guidelines would be intended to assist the public and staff to implement State density bonus law through the use of plain language, graphics, and tables.

The planning consultant will prepare an administrative draft of the density bonus guidelines. Upon completion of the City's review, The planning consultant will provide screencheck draft ordinance and a public review draft ordinance. After completions of the public hearings for the code amendments, The planning consultant will prepare final Density Bonus Guidelines.

Deliverable: Administrative, Screencheck, Public Draft, and Final Density Bonus Guidelines.

Task 6. Public Hearings

The planning consultant will attend up to four (4) public hearings held by the Planning Commission and/or City Council.

Deliverable: Attendance at Public Hearings

Task 7. Environmental Analysis

The planning consultant will prepare the necessary CEQA documents and studies in support of the proposed project and file the notice of determination required pursuant to CEQA.



10.H.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: December 13, 2022

SUBJECT: Consideration of a reallocation of existing American Rescue Plan Act (ARPA) Funds under the Economic Development and Housing Department.

REQUESTED ACTION: That the City Council 1) Approve a reallocation of existing American Rescue Plan Act (ARPA) funds in the amount of \$20,000 from the existing ARPA budget for Housing Assistance to the Homeless Services Hotel Voucher Program.

CONTACT: Michele Ogawa, Economic Development and Housing Manager

BACKGROUND/DISCUSSION:

On October 27, 2020, City Council approved an allocation from the City's Community Development Block Grant – Coronavirus (CDBG-CV) funds to create the Homeless Services Hotel Voucher Program, in the amount of \$200,000. This program is intended to temporarily house individuals experiencing homelessness who have committed to work toward becoming housed with the City's contracted Homeless Outreach Service Providers, City Net. The program has served 85 individuals to date, and the current available balance is \$737.90. Per City Net, there is an ongoing need for this program, and the ability to offer hotel stays in their outreach efforts has shown to be an effective method of engaging with individuals and maintaining their commitment to the process.

On August 26, 2021, City Council approved an allocation from the City's American Rescue Plan Act (ARPA) funds to the Housing Division in the amount of \$250,000 for the administration of Housing Assistance Programs to address effects of the COVID-19 Pandemic. The current available balance is \$94,301.27. There are currently five active applications for Housing Assistance in progress, totaling \$35,376.81. With this, the estimated available balance is \$58,924.46, provided those five applications are completed and approved.

The Homelessness Task Force Committee met on November 17, 2022, and received an update from staff regarding the available funding for each of these programs. Per the Committee's direction, staff is requesting a reallocation from the remaining ARPA Housing Assistance Program funds to the Homeless Services Hotel Voucher Program for ongoing program administration.

Staff recommends that City Council approve a reallocation of ARPA funds in the amount of \$20,000 from the existing budget for Housing Assistance to the Homeless Services Hotel Voucher Program.

BUDGET (or FISCAL) IMPACT: There will be no budget impact. The \$20,000 will be reallocated from existing ARPA funds for Housing Assistance Programs to the Homeless Services Hotel Voucher Program.

Prepared by: Michele Ogawa, Economic Development and Housing Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager WB
Deputy City Manager ER

Attachments:

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



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

10.1.

MEETING DATE: December 13, 2022

SUBJECT: Consideration of Acceptance of Donation to the City of Real Property Located North of Nuevo Road, between the I-215 Freeway and East Frontage Road (Assessor's Parcel Nos. 305-230-019; 305-230-035; 305-230-052; 305-230-053, 305-230-022; 305-230-026; 305-230-030, 305-262-014; and 305-262-018).

REQUESTED ACTION: That the City Council 1) Approve the Real Property Donation Agreement and Joint Escrow Instructions; 2) Authorize payment of associated closing costs and brokerage commission in an amount not to exceed \$50,240; and 3) Authorize the City Manager or her designee to execute all documents as to form approved by the City Attorney.

CONTACT: Michele Ogawa, Economic Development and Housing Manager

BACKGROUND/DISCUSSION:

Donation Property: The owners of a certain unimproved real property located north of Nuevo Road, between the I-215 Freeway and East Frontage Road ("Donation Property") desire to donate it to the City of Perris ("City") for tax purposes. The Donation Property consists of nine parcels (Assessor's Parcel Nos. 305-230-019; 305-230-035; 305-230-052; 305-230-053, 305-230-022; 305-230-026; 305-230-030, 305-262-014; and 305-262-018), and is approximately 76,665 SF (1.765 acres) combined as shown on the attached Vicinity Map. The owners' appraisal indicates the fair market value of the Donation Property is \$1,056,000. The Property is being donated to the City according to the Real Property Donation Agreement and Joint Escrow Instructions attached to this report ("Land Donation Agreement").

The Land Donation Agreement provides that the City will be issued an owner's title insurance policy insuring title vested in the City subject to only such exceptions as approved by the City Attorney. Under the Land Donation Agreement, the City will be financially responsible for all closing costs, including escrow fees, title insurance premiums, brokerage commission and fees, etc. The applicable brokerage commission for this transaction is four percent (4%) of the appraised value, which totals \$42,240, and the closing costs have been estimated at \$8,000.

Staff is recommending that City Council approve the Land Donation Agreement, accept the Donation Property, and authorize the City Manager or her designee to execute all documents as to form approved by the City Attorney.

BUDGET (or FISCAL) IMPACT: The impact to the City's General Fund includes the estimated total for associated closing costs and brokerage commission, in an amount not to exceed \$50,240.

Prepared by: Armando Panchi, Management Analyst

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

Deputy City Manager ER

Attachments: 1. Vicinity Map
2. Land Donation Agreement

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

ATTACHMENT 1

Vicinity Map

Vicinity Map

APN List

- 305-230-052
- 305-230-053
- 305-230-019
- 305-230-022
- 305-230-026
- 305-230-030
- 305-230-035
- 305-262-018
- 305-262-014



Legal Descriptions

APN	305-230-052
Alternate APN	305-230-052
Tax Area	8094
Legal Description	.09 ACRES M/L IN POR LOT A MB 016/088 FIGADOTA FARMS 8 AND LOT B BLK 13 MB 016/088 FIGADOTA FARMS 8
APN	305-230-053
Alternate APN	305-230-053
Tax Area	8094
Legal Description	.18 ACRES M/L IN POR LOT A MB 016/088 FIGADOTA FARMS 8 AND POR LOT 6 BLK 13 MB 016/088 FIGADOTA FARMS 8
APN	305-230-019
Alternate APN	305-230-019
Tax Area	8094
Legal Description	.17 ACRES MILIN PO R LOT D BLK 13 MB 016/088 FIGADOTA FARMS 8
APN	305-230-022
Alternate APN	305-230-022
Tax Area	8094
Legal Description	.16 ACRES M/L IN PO R LOT A BLK 14 MB 016/088 FIGADOTA FARMS 8
APN	305-230-026
Alternate APN	305-230-026
Tax Area	8094
Legal Description	.17 ACRES M/L IN POR LOT B BLK 14 MB 016/088 FIGADOTA FARMS 8
APN	305-230-030
Alternate APN	305-230-030
Tax Area	8094
Legal Description	.25 ACRES M/L IN POR LOT C BLK 14 MB 016/088 FIGADOTA FARMS 8
APN	305-230-035
Alternate APN	305-230-035
Tax Area	8094
Legal Description	.17 ACRES M/L IN PO R LOT E MB 016/088 FIGADOTA FARMS 8 AND POR LOT D BLK 15 MB 016/088 FIGADOTA FARMS 8
APN	305-262-018
Alternate APN	305-262-018
Tax Area	8094
Legal Description	.20 ACRES M/L IN PO R LOT A BLK 24 MB 016/088 FIGADOTA FARMS 8
APN	305-262-014
Alternate APN	305-262-014
Tax Area	8094
Legal Description	.37 ACRES M/L IN POR LOTS C & D MB 016/088 FIGADOTA FARMS 8 AND POR LOT B BLK 24 MB 016/088 FIGADOTA FARMS 8

ATTACHMENT 2
Land Donation Agreement

REAL PROPERTY DONATION AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This REAL PROPERTY DONATION AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**"), dated _____, 2022 (the "**Agreement Date**"), is made by and between (i) CITY OF PERRIS, a municipal corporation ("**City**"), and (ii) MIJO INVESTMENTS, LP, a California limited partnership, and THE COUDURES FAMILY LIMITED PARTNERSHIP, a California limited partnership (jointly "**Donors**"). Fidelity National Title Insurance Company shall serve as the "**Title Company**" and "**Escrow Holder**."

RECITALS

A. Donors own that certain unimproved real property located adjacent to Interstate 215 East Frontage Road, in the City of Perris, County of Riverside, State of California (APNs 305-230-019, 035, 052, 053, 022, 026, 030, 305-262-014 & 018) as more particularly described on Exhibit A ("**Property**").

B. Each Donor desires to donate its Property to City for public purposes with the intent to receive (i) deductions for the value of the donated Property as a charitable contribution pursuant to Section 170 of the Internal Revenue Code of 1986, as amended, and (ii) deductions for the value of the Property as a charitable contribution pursuant to the applicable provisions of the California Revenue and Taxation Code, as amended (collectively, the "**Tax Benefits**").

C. Donors and City desire to enter into this Agreement for the purpose of setting forth certain terms and conditions for the proposed donation of the Properties.

NOW, THEREFORE, in consideration of the mutual promises contained herein including the recitals above which are incorporated herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. DONATION OF LAND.

1.1. *Donation for Public Purposes.* Donors agree to donate its Property to City on the terms and conditions set forth in this Agreement, and City hereby agrees to accept the Property from Donors pursuant to the terms of this Agreement. City acknowledges that it has not provided any payment, goods or services or other consideration (in whole or in part) to Donors for its Property. Donors understand and agree that they are estopped to revoke this Agreement as a result of the due diligence and other expenses incurred by City. Pursuant to Internal Revenue Code Form Section 8283 City agrees to cooperate with Donors to acknowledge receipt of the donation of the Property by executing Internal Revenue Form 8283 (Non-Cash Charitable Contributions) to be delivered immediately following the Close of Escrow and any other tax-related forms or documents reasonably requested by Donor and to return any such forms to Donors after City's receipt of such forms from Donor. Donors acknowledge that City has not made any representations or warranties as to the Tax Benefits.

1.2. *Fair Market Value.* Pursuant to that certain Limited Use Appraisal issued by Compro Consultants, LLC dated as of October 6, 2022, the parties agree that the fair market value of the Property is One Million Fifty-Six Thousand Dollars (\$1,056,000) ("**Fair Market Value**").

2. EFFECTIVE DATE.

- 2.1. **Effective Date.** This Agreement shall be effective upon execution of this Agreement by City after its review, consideration and approval by City Council ("**Effective Date**"). Prior to City Council meeting where review and consider for approval of this Agreement is on City Council agenda, Donors shall deliver three (3) executed copies of this Agreement to City.
- 2.2. **Opening of Escrow.** Within three (3) days of the Effective Date, the parties shall open escrow by causing three (3) executed copies of this Agreement to be deposited with Mary Lou Adame Escrow Officer at 3237 E. Guasti Rd., Ste. 105, Ontario, CA 91761 (909) 978-3020 Marylou.Adame@fnf.com and Mary Lou Adame Team MLATeam@fnf.com ("**Escrow Holder**") who shall sign and accept the Agreement and provide an executed original to each party and retain one original. Escrow shall be deemed opened upon Escrow Holder's receipt and acceptance of an executed copy of this Agreement and the Deposit defined in Section 3.1 ("**Opening of Escrow**"). If Escrow is not opened in the time and manner specified above, City shall have the right to terminate this Agreement upon written notice to Donors and Escrow Holder prior to the actual Opening of Escrow.

3. **DEPOSIT; FEES AND COSTS.**

3.1 **Deposit.** Upon Opening of Escrow, City shall deposit the sum of One Thousand Dollars (\$1,000) with Escrow Holder.

3.2 **"Good Funds" Required.** All funds, if any, deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

4. **FUNDS AND DOCUMENTS REQUIRED FROM CITY AND DONOR.**

4.1 **Donors.** Donors agree that on or before 12:00 noon at least one (1) business day prior to the Closing Date, Donors will deposit with Escrow Holder such items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- i. The grant deed in the form attached hereto as Exhibit B ("**Grant Deed**") executed and acknowledged by Donors.
- ii. All documents as reasonably required by the Title Company to remove the Disapproved Title Exceptions pursuant to Section 6 and any other documents it reasonably requires in order to issue the Title Policy.
- iii. A Non-Foreign Affidavit as required by federal law.
- iv. Such other items and instruments as may be reasonably necessary in order for Escrow Holder to comply with this Agreement.

4.2 **City.** City agrees that on or before 12:00 noon at least one (1) business day prior to the Closing Date, City will deposit with Escrow Holder all funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- i. The Certificates of Acceptance executed by City to be attached to the Grant Deed prior to recordation.
- ii. A Preliminary Change of Ownership Statement for the Property ("**PCOR**").
- iii. Such funds and other items and instruments as may be reasonably necessary in order for Escrow Holder to comply with this Agreement.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close as soon as possible after the satisfaction of all of the conditions thereto contained in this Agreement, but in no event, later than December 30, 2022 (the "**Closing Date**"). The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the date that the Grant Deed (with the Certificate of Acceptance attached) is recorded in the Office of the County Recorder of Riverside County, California ("**Official Records**"). Any extension of the Closing Date must be executed by the parties and delivered to Escrow Holder.

5.2 Possession. Upon the Close of Escrow, Donors shall deliver possession of the Property to City free and clear of any tenants or occupants.

5.3 Time is of Essence. City and Donors specifically agree that time is of the essence under this Agreement and that the specified dates under this Agreement are specifically enforceable and are not subject to substantial compliance arguments.

5.4 City Manager Authority. On behalf of City, City Manager or her designee (who has been designated in writing by City Manager) shall have the authority to (i) extend any dates under this Agreement, (ii) execute documents required to effect this transaction, and (iii) agree to any non-material modifications of this Agreement.

6. TITLE POLICY; NHD REPORT.

6.1 Approval of Title. Within five (5) days following Opening of Escrow, a preliminary title report shall be issued by the Title Company describing the state of title of the Property, together with copies of all exceptions listed therein and a map plotting all easements specified therein ("**Preliminary Title Report**"). Within twenty (20) days after City's receipt of the Preliminary Title Report, City shall notify Donor in writing ("**Title Notice**") of City's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**").

In the event City delivers the Title Notice within said period, Donors shall have a period of seven (7) days after receipt of the Title Notice in which to notify City of Donors' election to either (i) agree to attempt to work with Donor to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Donor's Notice**"). If Donors notify City of its election to decline to remove the Disapproved Exceptions, or if Donors are unable to remove the Disapproved Exceptions, City may elect either to terminate this Agreement and the Escrow and the Initial Deposit (less cancellation costs) shall be returned to City or to accept title to the Property subject to the Disapproved Exception(s). City shall exercise such election by delivery of written notice to Donors and Escrow Holder within ten (10) days following the earlier of (i) the date of written advice from Donors that such Disapproved Exception(s) cannot be removed; or (ii) the date that Donors decline to remove such Disapproved Exception(s).

Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that City's initial period of review and approval or disapproval of any such additional exceptions shall be limited to seven (7) days following receipt of notice of such additional exceptions. Also, notwithstanding the foregoing, if Donors add or approve any new exceptions to title, Donors, at their sole cost and expense, shall cause such new exceptions to be removed from title prior to the Close of Escrow.

6.2 Title Policy. At the Close of Escrow, Escrow Holder shall furnish City with an ALTA owner's standard (non-extended) coverage policy of title insurance insuring title to the Property vested

in City with coverage in the amount of the Fair Market Value, containing only the following exceptions to such title ("**Permitted Exceptions**") (i) which have been approved or waived by City in accordance with Section 6.1; and (ii) any exception as a result of City's entry onto the Property pursuant to Section 8.5 ("**Title Policy**"). City reserves the right to have the Title Company to issue a binder.

City may elect to timely obtain and deliver to the Title Company an ALTA extended owner's title policy provided that (i) City obtains an ALTA survey or alternative survey acceptable to the Title Company, at its own cost and expense and delivers same to the Title Company in a timely manner; and (ii) City shall pay for the additional cost of the extended coverage policy in excess of the non-extended owner's policy.

6.3 NHD Report. Within five (5) days of Opening of Escrow, Escrow shall order and deliver to City a Natural Hazards Disclosure report for the Property issued by Disclosure Source ("**NHD Report**"). The cost of the NHD Report shall be paid by City.

7. DUE DILIGENCE.

7.1 Due Diligence Inspection of Physical Condition. Within two (2) days of the Effective Date, Donors shall deliver to City copies of any and all inspections, reports, studies and other information regarding the Property in their possession or control. Commencing on the Effective Date of this Agreement, City and its representatives shall be permitted to enter upon the Property for purposes of reasonably examining, inspecting and investigating the Property to the extent reasonably required in connection with City's acquisition of the Property. City shall promptly repair any and all damage to the Property or any portion thereof caused by such inspections or investigations. City shall indemnify, defend and hold the Donors as to the Property harmless from and against any and all claims, demands, actions, losses, liabilities, obligations, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs, whether or not any action is filed or prosecuted) arising from or in connection with any entry, inspection or investigation by City pursuant to this Section, and City's indemnity obligations shall survive the termination of this Agreement.

7.2 Disapproval of Due Diligence Matters. At any time prior to the Closing, City may, in its sole discretion, notify the Donors in writing (with a copy to Escrow Holder) of its decision not to acquire the Property and its election to terminate this Agreement and Escrow ("**Due Diligence Disapproval Notice**"). Upon receipt of the Due Diligence Disapproval Notice, this Agreement and Escrow shall be deemed terminated and Escrow Holder shall return all deposits, unless amended Escrow instructions are issued to provide alternative instructions to Escrow Holder. If City does not deliver a Due Diligence Disapproval Notice in the time and manner specified, City shall conclusively be deemed to have elected to acquire the Property.

7.3 NHD Report. Within five (5) days of Opening of Escrow, Escrow Holder shall order and deliver to City a Natural Hazards Disclosure report for the Property issued by Disclosure Source ("**NHD Report**"). The cost of the NHD Report shall be paid by City.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to City's Obligations. The obligations of City under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by City of each of the following conditions precedent:

- i. Donors have delivered the Grant Deed to Escrow the Transfer Deeds as specified in Section 4.1(i).
- ii. City has not delivered the Due Diligence Disapproval Notice pursuant to Section 7.
- iii. The Title Company is prepared to issue the Title Policy pursuant to Section 6.2.

- iv. Escrow Holder holds and will deliver to City the instruments and funds, if any, accruing to City pursuant to this Agreement.
- v. Donors are not in material default of its obligations under this Agreement.

8.2 *Conditions to Donors' Obligations.* The obligations of Donors are subject to the satisfaction or written waiver, in whole or in part, by Donors of the following conditions precedent:

- i. Escrow Holder holds and will deliver to Donors the instruments and funds, if any, accruing to Donors pursuant to this Agreement.
- ii. City is not in material default of its obligations under this Agreement.

8.3 CONDITION OF THE PROPERTY. At Close of Escrow, City shall acquire the each Property in its "AS-IS" condition and City shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of each the Property, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, or other structures located on, under or about the Property, and Donors make no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property with the exception that Donors have no actual knowledge of any such conditions on the Property as of the Closing. Except pursuant to the foregoing, City acknowledges that Donors are not making any representations or warranties and City is acquiring the Property in AS-IS condition solely based on City's investigation of the Property. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of hazardous materials or similar substances, the purpose for which the Property is suited, or drainage.

9. ESCROW PROVISIONS.

9.1 *Escrow Instructions.* Sections 1 through 6, inclusive, 8.1, 8.2, 9, 10 and 11 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, City and Donor agree to execute Escrow Holder's standard Escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. City and Donors will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. City and Donors agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to Close Escrow.

9.2 *General Escrow Provisions.* Title Company shall deliver the Title Policy to City and instruct the Riverside County Recorder to mail the Grant Deed to City at the address set forth in Section 10 after recordation. All funds, if any, received in this Escrow shall be deposited in one or more general Escrow accounts of the Escrow Holder with any bank doing business in Southern California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

9.3 *Proration of Taxes.* Real property taxes shall be paid current as of Closing and shall not be prorated. City is exempt from real estate taxes. After the Closing, Donors shall have the right to request a refund from the County of Riverside with respect to its Property and City shall reasonably cooperate with such efforts.

9.4 *Payment of Costs.*

- a. **Cost Allocation.** Donors shall not pay any costs of this transaction except as otherwise specified herein such as removing of Disapproved Exceptions. City shall pay all costs and fees including the NHD Report, the Title Policy, Escrow services, the Broker Commission (as defined in Section 9.9) and any similar transaction costs.

NOTE 1: As City is a governmental agency, the Grant Deed shall not be subject to recording fees.

NOTE 2: No documentary transfer taxes are required to be paid with respect to this transaction pursuant to California Revenue & Taxation Code Sections 11911 and 19122.

- b. **Closing Statement.** At least two (2) business days prior to the Closing Date, Escrow Holder shall furnish City and Donors with a preliminary escrow closing statement showing all costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the parties.

9.5 Termination and Cancellation of Escrow. If Escrow fails to close due to a failure of a condition precedent, then the party in whose favor the condition precedent runs may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all documents then in Escrow to the respective depositor of same. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights City or Donors may have against each other arising from the Escrow or this Agreement.

9.6 Documents. Upon recordation of the Grant Deed, Escrow Holder will deliver conformed copies of the Grant Deed to each party.

9.7 Information Report. If applicable, Escrow Holder shall file and Donors and City agree to cooperate with Escrow Holder and with each other in completing any report (the "Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045 regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Donors and City also agree that Donors and City, their respective employees and attorneys, and Escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045E, and further agree that neither Donor nor City shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

9.8 No Withholding as Foreign Donor. Each Donor represents and warrants to City that it is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state Donor under California Revenue and Tax Code Section 18805 and that it will deliver to City on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

9.9 Brokerage Commissions. Donors represent and warrant that Douglas M. McCafferty, is a licensed real estate broker representing Donors and the parties agree that Donors' Broker shall be paid a broker's commission equal to Forty Two Thousand Two Hundred Forty Dollars (\$42,240) ("Broker Commission") at Closing which shall be paid by City but only if and when the Closing occurs.

City and Donor represent and warrant to the other that no other third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. City and Donors each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee to any other third party.

10. NOTICES. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given (i) by personal delivery (including reputable overnight courier (such as Federal Express, UPS or DHL) which will be deemed received the following day, or (ii) by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is directed as set forth below, or (iii) by email, return receipt accepted or as mutually agreed by the parties and Escrow Holder, or (iv) such other address and to such other persons as the parties may hereafter designate:

To City: City of Perris
101 N. D Street
Perris, CA 92570
Attn: City Manager

With a Copy to: Aleshire & Wynder
18881 Von Karman Ave
Suite 1700
Irvine, CA 92612
Attn: Robert Khuu, City Attorney

To Donors: THE COUDURES FAMILY LIMITED PARTNERSHIP
P.O. Box 1749
Chino Hills, CA 91709
Attn: Rose Thommen

With a Copy to: MIJO INVESTMENTS, LP
Michele Coudures
2273 Suree Ellen Lane
Altadena, CA 91001

With a Copy to: Sklar Kirsh, LLP
1880 Century Park E,
Ste 300, Los Angeles, CA 90067-1631
Attn: Owen P. Gross, Esq.

To Escrow Holder: Fidelity National Title Insurance Company
3237 E. Guasti Rd., Ste. 105
Ontario, CA 91761
Attn: Mary Lou Adame, Escrow Officer

11. GENERAL PROVISIONS.

11.1 *Assignment.* Neither Donors nor City may assign this Agreement without the written consent of the other party.

11.2 *Attorney's Fees.* In any action between the parties hereto, seeking enforcement of any

of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, including any defense of any such action, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

11.3 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. The venue for any dispute shall be Riverside County.

11.4 No Waiver. No delay or omission by a party in exercising any right or power accruing upon the compliance or failure of performance by the other parties under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by a party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

11.5 Amendments and Modifications. Any amendment or modification of this Agreement must be in writing executed by each party.

11.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written are merged herein and, except as otherwise stated elsewhere in this Agreement, shall be of no further force or effect after Closing.

11.8 Construction. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

11.9 Qualification and Authority. Each individual executing this Agreement on behalf of a Donor represents, warrants and covenants to City that (a) such person is duly authorized to execute and deliver this Agreement on behalf of that Donor in accordance with authority granted under the organizational documents of such entity, and (b) that Donor is bound under the terms of this Agreement.

11.10 No Third-Party Beneficiaries. This Agreement is only between the parties and is not intended to be nor shall it be construed as being for the benefit of any third party.

11.11 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

11.12 Exhibits. Exhibits A and B attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Real Property Donation Agreement and Joint Escrow Instructions as of the date set forth above.

CITY:

CITY OF PERRIS, a municipal corporation

By: _____
Clara Miramontes,
City Manager

_____, 2022

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Robert Khoo, City Attorney

ACCEPTED BY ESCROW HOLDER:

FIDELITY NATIONAL TITLE INSURANCE
COMPANY, a corporation

By: _____
Mary Lou Adame, Escrow Officer

Dated: _____, 2022

Escrow No. _____

DONORS:

THE COUDURES FAMILY LIMITED
PARTNERSHIP, a California limited
partnership

By: Coudures Family Management Company,
a California corporation
General Partner

By: _____
Name: _____
Title: _____

MIJO INVESTMENTS, LP, a California limited
partnership

By: MIJO INVESTMENTS, LLC, a California
limited liability company
General Partner

By: _____
Michele Coudures, Member

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property in City of Perris, County of Riverside, State of California legally described as follows:

PARCEL 1:

BLOCKS 13 AND 15 OF FIGADOTA FARMS NO. 8, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGES 88 AND 89 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THAT PORTION OF LOT A LYING ADJACENT TO BLOCK 13, ABANDONED BY THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED JUNE 10, 1952 IN BOOK 1375, PAGE 128 OF OFFICIAL RECORDS.

ALSO EXCEPTING THOSE PORTIONS TAKEN BY THE STATE OF CALIFORNIA IN THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED MAY 06, 1992 AS INSTRUMENT NO. 163514 OF OFFICIAL RECORDS.

APN: 305-230-019; APN: 305-230-035; APN: 305-230-052; APN: 305-230-053

PARCEL 2:

LOTS A, B AND C OF BLOCK 14, FIGADOTA FARMS NO. 8, IN BOOK 16, PAGES 88 AND 89 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DOCUMENT RECORDED MARCH 22, 1991 AS INSTRUMENT NO. 94562 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THOSE PORTIONS TAKEN BY THE STATE OF CALIFORNIA IN THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED MAY 06, 1992 AS INSTRUMENT NO. 163514 OF OFFICIAL RECORDS.

APN: 305-230-022; APN: 305-230-026; APN: 305-230-030

PARCEL 3:

LOTS A, B, C AND D IN BLOCK 24 OF FIGADOTA FARMS NO. 8, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGES 88 AND 89 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THOSE PORTIONS AS CONVEYED TO THE STATE OF CALIFORNIA BY DEEDS RECORDED MARCH 22, 1991 AS INSTRUMENT NO. 94556, AND MARCH 22, 1991 AS INSTRUMENT NO. 94562, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THOSE PORTIONS AS DESCRIBED IN FINAL ORDER OF CONDEMNATION NO. 206794, RECORDED MAY 06, 1992 AS INSTRUMENT NO. 163514 OF OFFICIAL RECORDS.

APN: 305-262-014; APN: 305-262-018

EXHIBIT B
GRANT DEED FOR PROPERTY

**Recording requested by and
When Recorded Return to:**

City of Perris
101 N. D Street
Perris, CA 92570
ATTN: City Clerk

APNs. 305-230-019, 035, 052, 053, 022, 026, 030, & 305-262-014 & 018

(Space Above This Line for Recorder's Office Use Only)

THE UNDERSIGNED GRANTORS DECLARE that the documentary transfer tax (computer on full value) is not applicable per R&T Code 11922 as the Property is being transferred to a governmental agency.

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE COUDURES FAMILY LIMITED PARTNERSHIP, a California limited partnership, and MIJO INVESTMENTS, LP, a California limited partnership (jointly "Grantor"), grant to CITY OF PERRIS, a municipal corporation ("Grantee"), for public purposes all of its rights, title, and interest in that certain real property in City of Perris, County of Riverside, State of California, as more particularly described in Exhibit A attached hereto and incorporated by this reference ("Property").

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of _____, 2022.

GRANTOR:

MIJO INVESTMENTS, LP, a California limited partnership

By: MIJO INVESTMENTS, LLC, a California limited liability company
General Partner

By: _____
Michele Coudures, Member

THE COUDURES FAMILY LIMITED PARTNERSHIP, a California limited partnership

By: Coudures Family Management Company, a California corporation
General Partner

By: _____
Name: _____
Title: _____

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

That certain real property in City of Perris, County of Riverside, State of California legally described as follows:

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APN: 305-230-019; APN: 305-230-035; APN: 305-230-052; APN: 305-230-053

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APN: 305-230-022; APN: 305-230-026; APN: 305-230-030

PARCEL 3:

LOTS A, B, C AND D IN BLOCK 24 OF FIGADOTA FARMS NO. 8, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGES 88 AND 89 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THOSE PORTIONS AS CONVEYED TO THE STATE OF CALIFORNIA BY DEEDS RECORDED MARCH 22, 1991 AS INSTRUMENT NO. 94556, AND MARCH 22, 1991 AS INSTRUMENT NO. 94562, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THOSE PORTIONS AS DESCRIBED IN FINAL ORDER OF CONDEMNATION NO. 206794, RECORDED MAY 06, 1992 AS INSTRUMENT NO. 163514 OF OFFICIAL RECORDS.

APN: 305-262-014; APN: 305-262-018

CERTIFICATE OF ACCEPTANCE

This is to certify that the real property conveyed by THE COUDURES FAMILY LIMITED PARTNERSHIP, a California limited partnership, and MIJO INVESTMENTS, LP, a California limited partnership ("**Grantor**"), by Grant Deed to the CITY OF PERRIS ("**City**"), is hereby accepted by the undersigned officer and agent of City and City consents to the recording of the Grant Deed.

Signed and dated at _____, California on _____, 2022.

CITY

CITY OF PERRIS,
a municipal corporation

By: _____
Clara Miramontes,
City Manager

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)
) ss.
COUNTY OF _____)

On _____, 2022 before me, _____, a notary public, personally appeared _____ 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.

Notary Public

SEAL:



10.J.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: December 13, 2022

SUBJECT: Consideration to approve a Professional Services Agreement with Action Surveys for construction staking for the Perris Downtown Skills Training and Job Placement Center Project.

REQUESTED ACTION: That the City Council 1) Approve a Professional Services Agreement with Action Surveys for construction staking for the Perris Downtown Skills Training and Job Placement Center Project, in the amount of \$30,168; and 2) Authorize the City Manager or her designee to execute all related documents in a form approved by the City Attorney.

CONTACT: Michele Ogawa, Economic Development and Housing Manager

BACKGROUND/DISCUSSION:

On November 8, 2022, City Council approved an award of the construction contract for the Perris Downtown Skills Training and Job Placement Center ("Skills Center"). The Project is set to start construction on January 3, 2023, and carries a 365-day construction schedule, anticipating project completion in January 2024. To begin construction, construction staking by a surveyor is required on the property. The surveyor will analyze and interpret the architectural and civil engineering plans to calculate the appropriate offset points and elevations, to establish sufficient survey marks or stakes for the contractor to lay out the necessary construction work.

The Project Manager for the Skills Center Project contacted three companies to obtain construction staking quotes. One response was received from Action Surveys with a quote in the amount of \$30,168. The scope of work includes detailed review of the Precise Grading Plans and Utility Plans, Final Pad Certifications, and other services required for the construction staking process.

Staff is recommending that City Council approve a Professional Services Agreement with Action Surveys to perform construction staking for the Perris Downtown Skills Training and Job Placement Center project, in an amount not to exceed \$30,168; and authorize the City Manager or her designee to execute all related documents in a form approved by the City Attorney.

BUDGET (or FISCAL) IMPACT: Funds for this Agreement will be budgeted under existing American Rescue Plan Act (ARPA) funding for the Perris Downtown Skills Training and Job Placement Center Project, under the approved allocation to the Economic Development and Housing Department.

Prepared by: Armando Panchi, Management Analyst

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

Deputy City Manager ER

Attachments: 1. Project Site Location
2. Project Plans (Elevations, Site Plan, and Floorplan)
3. Professional Services Agreement with Action Surveys

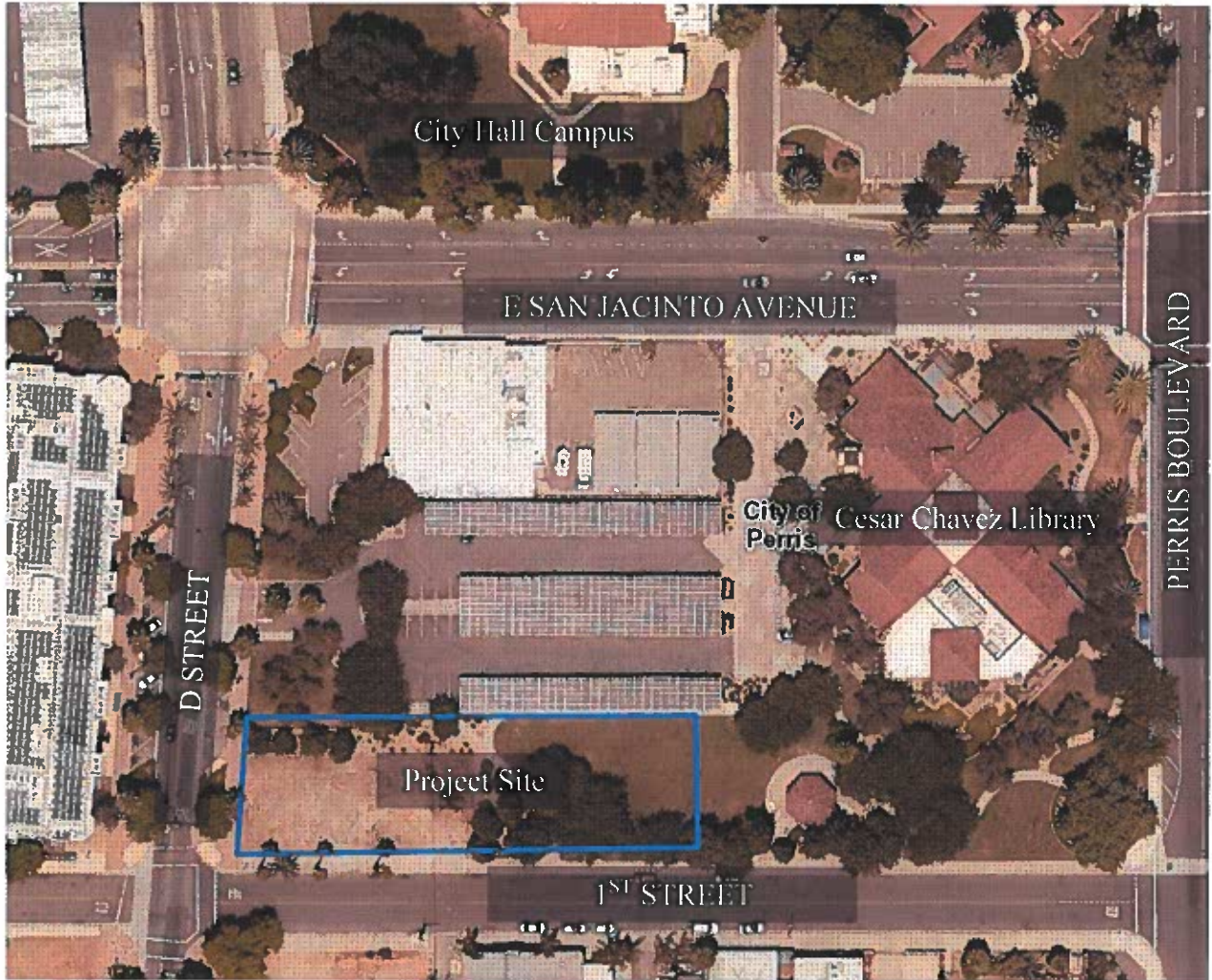
Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

Project Site Location

Project Site Location

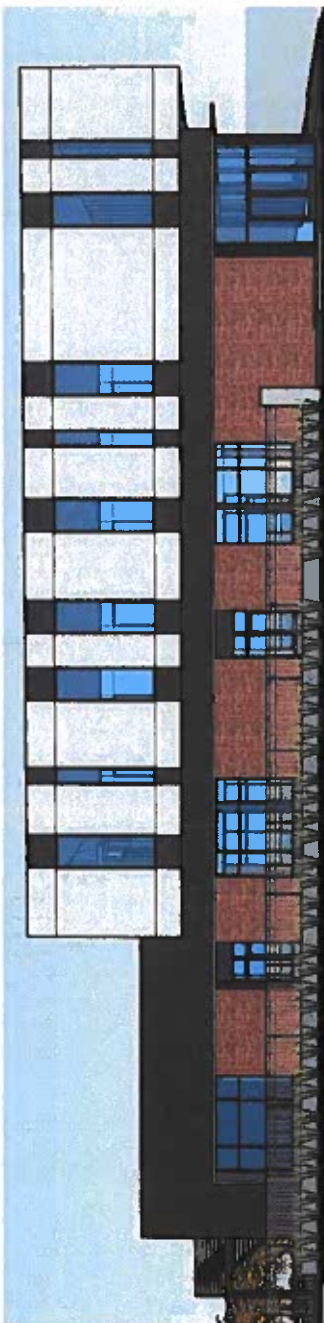
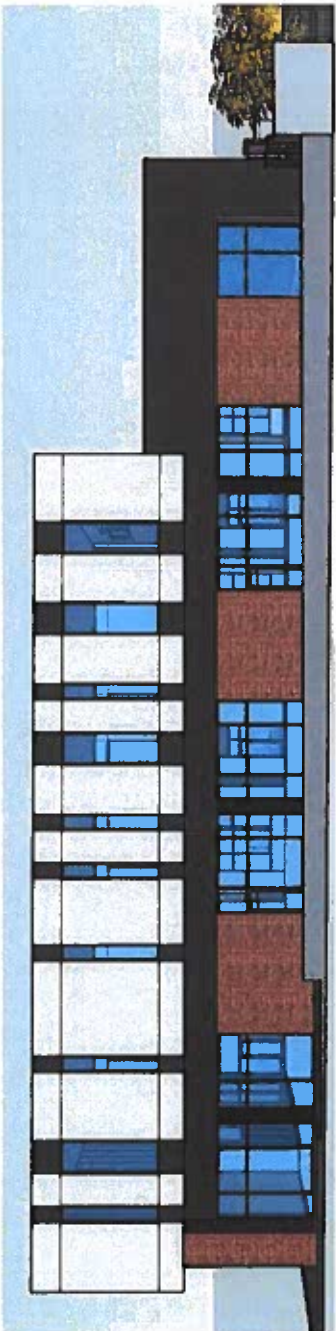
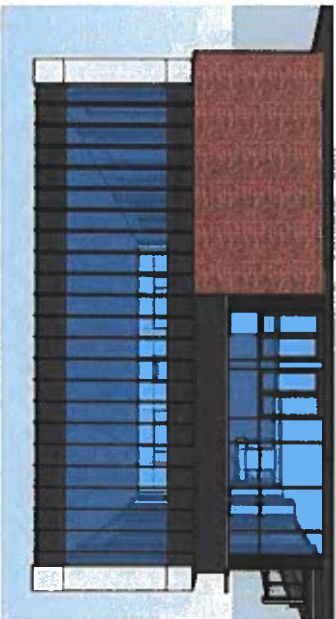
APN: 313-091-007
19 South D Street, Perris, CA 92570



ATTACHMENT 2

Project Plans (Elevations, Site Plan, and Floorplan)

Elevations



ATTACHMENT 3

Professional Services Agreement with Action Surveys

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
SKILLS TRAINING AND JOB PLACEMENT CENTER PROJECT
CONSTRUCTION STAKING

This Contract Services Agreement ("Agreement"), is made and entered into this _____ day of _____, 20__, by and between the City of Perris, a municipal corporation ("City"), and _____ Action Surveys _____, a Sole Proprietorship ("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 Thirty-Thousand, One Hundred, Sixty-Eight dollars (\$30,168.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

providing design services, the estimated increased or decreased cost estimate for the project being designed.

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than 365 days from the day of award.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Gabriel D. Ybarra 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 Commercial General 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 Cit Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Robert Khuu, City Attorney

"CONSULTANT"
INSERT COMPANY HERE, a [insert form of company here]

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

- 1) Verify/Established Horizontal & Vertical Control \$ 1,992.00

PRECISE GRADING PLAN

- 2) Stake for Rough & Final Building Corners \$ 1,992.00

All costs as shown above take into account a total of 2 move-ins

- 3) Stake for Saw-Cut Removals \$ 1,328.00

All costs as shown above take into account a total of 1 move-in

- 4) Stake for Curb & Gutter, Curb Ramp, Conc. Swale & Street Curb & \$ 3,984.00

Gutter @ 25' Intervals

All costs as shown above take into account a total of 3 move-ins

- 5) Stake for Driveway, Trash Enc., CMU Walls, Storage, Pilasters & \$ 3,984.00

Site Lights @ 25' Intervals

All costs as shown above take into account a total of 3 move-ins

UTILITY PLAN

- 6) Stake for Water, Sewer & Storm Drain Facilities \$ 3,984.00

All costs as shown above take into account a total of 3 move-ins

OTHER

- 7) Rough & Final Pad Certifications (Including BMP's) \$ 3,816.00

All costs as shown above take into account a total of 2 move-ins

- 8) Monument Preservation \$ 1,668.00

*All costs as shown above take into account a total of 4 monuments
and does not include preparation of Corner Records*

- 9) Supervision, Computations, Grade Sheets & Office Support \$ 7,420.00

TOTAL COST \$ 30,168.00

EXHIBIT "B"
SPECIAL REQUIREMENTS

[Insert or Attach]

EXHIBIT "C"
SCHEDULE OF COMPENSATION

[Insert or Attach]

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

[Insert or Attach]



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: December 13, 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 December 13, 2022 through January 12, 2023

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, October 25, 2022, November 8, 2022 and November 29, 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, Resolution Number 6052, Resolution Number 6062 and Resolution Number 6064 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, December 13, 2022 through January 12, 2023. 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 and the holiday schedule in the month of December, 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 W.B.
Deputy City Manager EP

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 DECEMBER 13, 2022 AND ENDING JANUARY 12, 2023 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, Resolution Number 6052 on October 25, 2022, Resolution Number 6062 on November 8, 2022 and Resolution Number 6064 on November 29, 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 December 13, 2022 and shall be effective until the earlier of (i) January 12, 2023, 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 13th day of December, 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 13th day of December 2022, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar



10.L.


CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: December 13, 2022

SUBJECT: Contract Services Agreement with Jacob Green & Associates for General Professional Services

REQUESTED ACTION: To Authorize the City Manager to execute the Contract Services Agreement with Jacob Green & Associates for General Professional Services for the City's upcoming Professional Development Academy, approved as to form by the City Attorney.

CONTACT: Saida Amozgar, Director of Administrative Services 

BACKGROUND/DISCUSSION:

The City of Perris is committed to providing superior public services to our community through a professional and effective workforce. The key to enhancing sustainability and excellence is training and development of our human capital. The City's last citywide leadership training program was conducted approximately four years ago. Under Council's direction, the City Manager is tasked to execute a Professional Development Academy, available to all City staff, in the upcoming year 2023.

As a professional training consultant, Jacob Green & Associates (JGA) recently presented a Customer Service training workshop to all City staff. Subsequently, the City received highly favorable feedback from staff on the consultant's level of expertise and training excellence. In September 2022, being that JGA is specially trained to perform the services relating to the Professional Development Academy, the City requested and received a proposal from JGA for this program. The scope of services includes two (2) concurrent tailored leadership development educational tracks, content customized to City of Perris' unique demands and leadership approach, and personalized coaching to reinforce Academy concepts and provide further guidance on professional development. The two tracks include Track A for entry/line level professional staff and Track B for supervisory/management staff. The Academy duration will be approximately six (6) months. The proposal cost is not to exceed forty-five thousand (\$45,000) dollars. Said program and services contract have been reviewed and approved by the City's Human Resources Sub Committee ("HR Sub Committee").

Perris Municipal Code Section 3.32.230(3)(e) provides that if it is determined that "it is in the best interest of the city that a professional service ... be provided by a specific consultant ... such recommendation shall be made by the purchasing officer or the designee thereof to the city council and a contract award shall be subject to the city council approval by a majority vote." In this case,

it is in the best interest of the City to contract specifically with JGA because of their unique and specialized scope of services and reasonable cost.

Based upon the forgoing, staff respectfully recommends that the City Council authorize the City Manager to execute the attached contract agreement between Jacob Green & Associates and the City of Perris for the Professional Development Academy professional services.

BUDGET (or FISCAL) IMPACT:

The 2022-2023 fiscal impact for the Professional Development Academy consulting service has been budgeted to afford the proposed cost in the amount not to exceed forty-five thousand (\$45,000) dollars.

Prepared by: Saida Amozgar, Director of Administrative Services

REVIEWED BY:

City Attorney _____

Assistant City Manager

Deputy City Manager

Attachment 1: Contract Services Agreement

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

Attachment 1

Contract Services Agreement

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
GENERAL PROFESSIONAL SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 3rd day of January, 2023, by and between the City of Perris, a municipal corporation ("City"), and Jacob Green & Associates ("Consultant"), a California corporation.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by 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. 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.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. 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.

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 to exceed forty five thousand dollars (\$45,000.00).

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid monthly.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Jacob Green, Principal-in-Charge, 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 make all decisions in connection therewith.

3.2 Contract Officer. The City's City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City may designate another Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant 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 Consultant, its agents or employees, perform the services required herein, except as otherwise set forth on *Exhibit "A"*. 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.

4.0 INSURANCE AND INDEMNIFICATION

4.1 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 \$1,000,00.00 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 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 Error and Omissions insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 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 4.1 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 4.1.

4.2 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.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until January 3, 2024.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, 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 ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

6.2 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.

6.3 Conflict of Interest. 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, directly or indirectly, interested, in violation of any state statute or regulation. The 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. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 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.

6.5 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.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that 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 a writing signed by both parties.

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

6.8 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.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or make 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.

6.10 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.

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

"CONSULTANT"
JACOB GREEN & ASSOCIATES

By: _____
Signature

Jacob Green, Principal-in-Charge

By: _____
Signature

Print Name and Title

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

SEE "SECTION A" OF JACOB GREEN & ASSOCIATES PROPOSAL

EXHIBIT "B"
SPECIAL REQUIREMENTS

NONE

EXHIBIT "C"

SCHEDULE OF COMPENSATION

SEE "SECTION C" OF JACOB GREEN & ASSOCIATES PROPOSAL

PROFESSIONAL DEVELOPMENT ACADEMY

PROPOSAL PREPARED FOR THE



SEPTEMBER
2022



13217 Jamboree Rd., Suite 248
Tustin, CA 92782
888.4.JGA.1ST
JacobGreenAndAssociates.com



TABLE OF CONTENTS

CITY OF
PERRIS

Cover
Letter

Page 1

LETTER FROM CEO JACOB GREEN

Section
A

Pages 2 - 7

SCOPE OF SERVICES

Section
B

Pages 8 - 13

SERVICE DELIVERY TEAM

Section
C

Pages 14 - 15

PROPOSAL COST

September 23, 2022

Saida Amozgar, Director of Administrative Services
City of Perris
101 N. D Street
Perris, CA 92570

Dear Ms. Amozgar,

Thank you very much for your interest in having Jacob Green & Associates (JGA) continue to provide professional development for the City of Perris. We are thrilled that our Customer Service training was so well received and hope to help the City build upon this investment in your workforce.

Building a culture of leadership excellence and developing a strong, collaborative workforce is our specialty at JGA. We believe continued investment in the people and systems that have made your City successful is the best way to enhance service and improve employee performance while ensuring City Staff are aligned with the City's values of "Accountability, Honesty and Integrity, Professionalism, Mutual Respect, Open Communication, and Excellent Customer Service". With those values in mind, we understand you are looking for a third party to create, implement, and manage a Professional Development Academy to include the following:

1. Concurrent, tailored leadership development educational tracks.
2. Content customized to the unique demands and leadership approach for the City of Perris.
3. Personalized Coaching to reinforce Academy concepts and provide guidance and support for further professional development.

Our team specializes in leadership development training and includes tenured local government subject matter experts, the majority of whom have held senior leadership roles across the country. With over 500 years of combined expertise, your Academy instructor team will deliver quality facilitation services, leadership development, and coaching programs.

We look forward to partnering with the City of Perris and continuing your commitment to service and workforce excellence.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacob Green", written over a horizontal line.

Jacob Green, MPA
President & CEO



SCOPE OF SERVICES

SECTION A

PROFESSIONAL DEVELOPMENT ACADEMY

JGA is client-focused and results-driven. We understand that your City faces a variety of unique challenges that require innovative and tailored solutions to reach audiences at all levels and in every environment. As such, all coursework and materials are fully customized to the City's branding, topic, format, length, use, and functionality. JGA is equipped to provide a diverse set of training materials and formats to accommodate a breadth of topics based on your needs.

Consistent with the City's request, JGA will create two unique Professional Development Academy Tracks, each focusing on a distinct phase in the public service career path. Each track will offer one, 2-3-hour course each month over a six-month period.

✓ TRACK A: ENTRY/LINE LEVEL PROFESSIONAL TRACK

This track will serve the entry level / line level employee. Courses will be tailored to new employees or employees that are not currently in a supervisory capacity but are working in a front-line or field position. Courses will assist the employee with on-boarding transitions, understanding the public sector environment, maximizing the public sector employee experience, and charting a future course with the City of Perris.

✓ TRACK B: SUPERVISORY/MANAGEMENT TRACK

The Supervisory/Management Track is for employees that are either currently supervising employees or hope to soon be in a designated supervisory position in the organization. This track will help attendees sharpen their leadership skills, build cohesive and effective municipal teams, and learn how to ascend to a director level position.



City of Stockton Leadership Academy, Fall 2021

LEADERSHIP ACADEMY SCHEDULE

	Track A: Entry/Line Level Professional Track	Track B: Supervisory/Management Track
Course #1	<p>Building Personal and Professional Resilience</p> <p>Instructor: Jacob Green Nicole Ramet - Coaching Intro</p> <p>4 hours</p>	<p>Building Resilient Teams; Leveraging Cognitive Diversity at City Hall</p> <p>(Includes AEM-Cube)</p> <p>Instructor: Jacob Green Nicole Ramet - Coaching Intro</p> <p>4 hours</p>
Course #2	<p>Local Government 101 - Governance, Operations, and Municipal Success</p> <p>Instructor: Greg Devereaux</p> <p>2 hours</p>	<p>The Five Pillars of Local Government Organizational Excellence</p> <p>Instructor: Greg Devereaux</p> <p>3 hours</p>
Course #3	<p>Communication Styles and Approaches for Workplace Success</p> <p>Instructor: Joe Levy</p> <p>4 hours</p>	<p>Communication Styles and Approaches for Workplace Success</p> <p>Instructor: Joe Levy</p> <p>4 hours</p>
Course #4	<p>Tackling Public Sector Projects & Programs - Time & Project Management</p> <p>Instructor: Tony Coletta</p> <p>2 hours</p>	<p>Communicating to Council & the Public - Agenda Reports and Presentations</p> <p>Instructor: Tammy Letourneau Jacob Green</p> <p>4 hours</p>
Course #5	<p>My Role in a City Crisis</p> <p>Instructor: Shannon Lewis</p> <p>3 hours</p>	<p>Crisis Leadership</p> <p>Instructor: Shannon Lewis</p> <p>4 hours</p>
Course #6	<p>Leadership Health and Wellness</p> <p>Instructor: Charlie Celano</p> <p>2 hours</p>	<p>Leadership Health and Wellness</p> <p>Instructor: Charlie Celano</p> <p>2 hours</p>

ADDITIONAL LEADERSHIP DEVELOPMENT COURSES OFFERED BY JGA:

- Action and Work Planning
- Building a City Brand
- Building a Diverse, Equitable, and Inclusive Workplace
- Building Personal and Professional Resilience
- Building Tomorrow's Local Government Leaders
- Building Trust and Respect
- Communication: E-mail and Written Professional Protocols
- Communication Styles and Approaches for Workplace Success
- Conflict Resolution
- Creating a Customer Service Experience
- Crisis Leadership
- Crucial Conversations
- Dealing with Difficult Situations
- Ethics in Local Government
- First Time Supervisor/Manager Readiness
- Leadership at all Levels
- Leadership Brown Bags
- Leadership Health and Wellness
- Leadership Readiness
- Leading Innovation Initiatives
- Leveraging Change
- Operational Enhancement Facilitation
- Organizational Culture Development
- Performance Review (Courses and Facilitation)
- Performance Management and Data Analytics
- Preparing for the Next Disaster – Crisis Leadership
- Project Management Best Practice
- Public Speaking and Presentation Skill Development
- Strategic Planning
- Stress Management
- Succession Planning
- Team Dynamics - AEM-Cube Assessment & Facilitation
- Teambuilding (Off-Site/Retreat)
- Time Management and Project Management Excellence
- Understanding Stakeholder Needs and Perspectives
- Workflow Assessments & Building Efficiency



These sessions typically result in the following:

- Improved communication
- Renewed motivation
- Stronger alignment
- Mission clarity
- Silo removal
- Focused collaboration
- Teamwork solidification
- Greater trust between team members
- Stronger connection and lower attrition
- Embrace of purpose and nobility of profession

TEAM DYNAMICS ASSESSMENT TOOL – AEM-CUBE

JGA's certified professional facilitators will administer the **AEM-Cube team dynamics assessment** to all Supervisory/Management track participants. The assessment was created as the result of decades of research focused on understanding how high-performing teams tackle complex challenges and enhance performance.



The AEM-Cube is a cutting-edge management tool that identifies and aligns the strategic diversity within an organization so that performance is optimized. Findings help management identify how teams interact and how to get the greatest contribution from each individual, team and department, which in turn maximizes both productivity and collaboration. This exclusive suite of 3D tools visualize where individuals contribute optimally to overall team and organization growth. The AEM-Cube is delivered as an online questionnaire that provides each team member with a comprehensive report describing where they add value and what this means in a team and organizational setting. Individual results are also compiled to provide a deeper understanding of the team's limitations and opportunities.



Municipal Management Association of Southern California (MMASC), Winter Forum 2022



COACHING SERVICES



One of the best ways public sector organizations can retain a high caliber workforce is by investing in an employee's personal and professional development. JGA's executive coaching team is comprised of experienced local government professionals who understand how to support the professional growth of the public servant.

Management coaching is the process of working one-on-one with an employee, typically an executive, manager, supervisor, or "high-potential" individual in a series of focused sessions to develop their professional impact. The process of coaching is designed to help the participant enhance their workplace self-awareness, tackle blind spots, clarify goals, unlock their potential, and have a trusted source for feedback and guidance. Coaching is not therapy. Coaching sessions are designed to provide a means for the participant to clarify and solve problems on their own, promoting ownership and successful implementation of their self-created strategies.

JGA coaches subscribe to the "Brief Coaching" philosophy developed by Insoo Kim Berg and Peter Szabo. Essentially, the coach is responsible for ensuring the sessions are focused on results; think SWAT team- get in, tackle the mission, and go home better and stronger. Sessions examine future achievement and support the identification of successful strategies based on past experiences. JGA's coaching approach is solution-focused.

Each client engaged in JGA's comprehensive coaching program participates in the AEM-Cube Assessment to discover their own strengths, opportunities, and place in the greater team context. Goals are clearly defined and customized based on individual needs.

Our coaching program typically results in the following:

- Solution-focused paradigm
- Improved performance
- Enhanced communication skills
- Greater accountability
- Success road map
- Action-oriented positioning
- Clarity of professional development path
- Energized team stakeholder



SERVICE DELIVERY TEAM

SECTION B

TEAM MEMBERS



JACOB GREEN, MPA

Principal-in-Charge

Jacob is a nationally recognized local government expert in organization and leadership development. As an Assistant City Manager for the City of San Juan Capistrano and the City of Ontario, he has managed hundreds of employees and managed numerous government departments. As a trainer, keynote speaker, facilitator and coach, Jacob has worked with municipal clients, as well as commercial clients such as Mattel, FedEx, Hyundai Capital, ADP and many others. In 2019, Jacob distilled his personal and professional experiences into an Amazon Best-Selling book: “See Change Clearly: Leveraging Adversity to Sharpen Your Vision and Build Resilient Teams.”

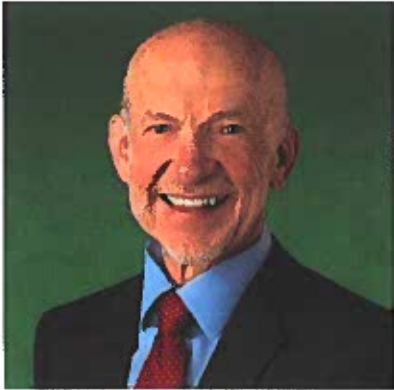
Jacob has received numerous awards for his leadership, including the National Caring Award, the Orange County Human Relations Award, Most Inspiring Student at UC Irvine, and is the youngest recipient of the Gene Lentzner Humanitarian Award. Jacob has his Bachelor of Arts in Social Sciences with a Minor in Management from the University of California, Irvine, his Master of Public Administration (MPA) degree from California State University, Long Beach, and was recently awarded an honorary doctorate degree from Western University School of Health Sciences.



NICOLE RAMET

Director of Professional Development

Nicole Ramet serves as Director of Coaching Services for JGA. As a seasoned coach with over 12 years of professional coaching and training services, Nicole brings the “Brief Coaching” philosophy developed by Insoo Kim Berg and Peter Szabo. Nicole oversees the team of JGA coaches to ensure that coaching services are provided with defined goals and are outcome-focused. Nicole incorporates the AEM-Cube Team Dynamics assessment into JGA's coaching services to enable the client to develop insights about their own talents and their strategic contribution to a team.



GREG DEVEREAUX

Leadership Coach

Greg Devereaux served in state and local government for 40 years, holding a variety of leadership positions including City Manager of both Fontana and Ontario, where he worked with the city councils to improve each city's finances, as well as Chief Executive Officer of San Bernardino County where he helped the Board of Supervisors lead the County in a new direction which emphasized fiscal responsibility and working as a team. He worked with the Board and the San Bernardino Associated Governments in a community-driven effort to develop a County-wide Vision. Greg is a Past President of the California Redevelopment Association and has served on numerous committees at both the League of California Cities and the California State Association of Counties. In 2009, he was appointed by the California Air Resources Board to the Regional Targets Advisory Committee on greenhouse gas reduction under SB 375.



TONY E. COLETTA JR., MPA, CEM, MPM

Leadership Coach

Tony brings 25 years of expertise providing emergency management services, emergency planning and hazard mitigation planning. His Emergency Management experience includes instructing and course design, emergency operations center design, recruitment and succession planning, strategic planning, grants management and performance management.

Tony is a proven leader skilled in problem solving, alliance building, and organizational communication that delivers results-oriented solutions directed at tomorrow's municipal challenges. He has built ultra-effective emergency management teams, led multi-million-dollar regional homeland security programs and coordinated state-wide public safety initiatives. Tony has authored best practice emergency plans, successfully leveraged federal agencies and elected officials to maximize emergency management funding and lead the construction of state-of-the-art emergency operations centers. His unique expertise in emergency management has developed from over 25 years of managing or deploying to state and national level disasters and from conducting on-the-ground assessments of international disasters in both Chile and Japan.



BRAD KAYLOR

Leadership Coach

Chief Brad Kaylor was born and raised in Southern California. In 1998, he began his law enforcement career attending the 93rd class of the San Bernadino County Sheriff's Academy. Upon graduation, Brad went to work as a patrol officer for the City of Claremont. In 1990, he joined the Ontario Police Department. During his career, Brad was selected for a variety of assignments that included Gang Violence Suppression Unit, Vice/Narcotics team, Field Training Officer, Criminal Intelligence Unity, Special Weapons and Tactics Team (SWAT), DEA Task Force Officer and later DEA Group Supervisor. He promoted through the ranks and held supervisory/command positions in Patrol, Investigations, Administration and Special Operations Bureaus. Brad graduated from the DEA Drug Unit Commanders Academy as well as the FBI National Academy. He holds a Bachelor's Degree in Organizational Management from the University of La Verne. Brad served as the Deputy Chief of Police from 2010-2014 and was selected as the Chief of Police in 2014. he served in that capacity until his retirement in 2018.



SHANNON LEWIS

Leadership Coach

Shannon Lewis has over 29 years of experience serving as a public servant and leader. After many years as a Paramedic Captain, Shannon continued to refine his leadership skills in the Fire Service holding the positions of Deputy Fire Chief of Operations, Deputy Fire Chief of Administration, Emergency Manager, and Fire Marshal. During his tenure, he has strategically navigated large-scale emergencies, lead Emergency Operations Centers (EOC), oversaw fire department Standards of Cover assessments, and utilized lessons learned for EOC design and establishment. In addition to his firsthand knowledge, Shannon holds a BA in Emergency Management from Waldorf University and serves as an ICS 300 and 400 instructor. Shannon's passion for project management, operations design, and his public safety expertise make him a valued member to JGA's team and our partners.



LINDA MATTHEWS, MBA

Leadership Coach

Linda Matthews is a proven human resources expert who is passionate about working with management and employees to find win-win solutions for challenging issues. Linda has over 25 years of experience in human resources administration and executive leadership over a wide variety of human resources areas, such as employee and labor relations, classification, and compensation, hiring, benefits, and training.

She served as human resources director for the City of Pomona and the City of Ontario. She also held a variety of positions for San Bernardino County and Riverside County. She holds a Bachelor's in Psychology from UCLA and an MBA from the Drucker School of Management at Claremont Graduate University. She currently serves as the Associate Director of Administration for Shoes that Fit, a non-profit organization, on a part-time basis.



WILLIAM SIMMONS

Leadership Services Specialist

William Simmons has 10 years of experience in the United States Air Force as a Supervisor, Instructor, Exercise Director, and Team Leader. William has been a key contributor in planning, coordinating, and executing in real-world and simulation crisis environments as a Command-and-Control Operator. In addition to his crisis mitigation experience, he holds a Secret Clearance and has held a multitude of positions in program creation and management throughout his career. One of William's most notable and fulfilling projects was his work with the implementation of a country-wide evacuation plan for civilian family members during the escalation of the North Korean threat in 2017. The plan was successfully showcased in an exercise, during which 1.7k residents were safely processed for evacuation. In addition to his desire to serve his community, William possesses an eagerness to learn. He has a Bachelor's Degree in Homeland Security and Emergency Management and has completed over 20 courses with the FEMA Emergency Management Institute.



MEGHAN MURRAY

Leadership Services Specialist

Meghan Murray has over 20+ years of experience in the United States Air Force with a background in operations management, program management, personnel management, executive communication, and continuous process improvement. Meghan holds a Secret clearance and has directed multiple programs valued at \$1B while managing risk, safety, and compliance.

Additionally, Meghan holds a Masters of Science degree with a specialty in Human Resource Management bringing to the team an extensive knowledge in team leadership, strategic planning, and data driven decision making. One of Meghan's most notable projects was being a strategic team lead of the Organization of the Future that led to the building of the latest branch of the military, the United States Space Force. Using her extensive knowledge in team management, the team successfully transitioned over 300 subject matter experts to be the face of the Space Force.



NICOLI HILSCHER

Business Operations Manager

Nicoli Hilscher has over 21 years of experience in Federal and Local Government. She retired from the United States Air Force in the top two percent of the active enlisted force, as a Senior Master Sergeant. Nicoli has an extensive background in Leadership Development, Training, Facilitation, Project Management, and Instructional Development. She has held positions internationally in various levels of leadership providing long-term organizational growth in diverse, fast-paced environments. Nicoli is a cross-functional leader overseeing operations, professional development, and recognition programs for organizations ranging from 20 to 300 personnel. She oversees JGA's Project Management Office, ensuring high quality service delivery to all JGA clients.





PROPOSAL COST

SECTION C



Description	Cost
Leadership Academy	
Two, Concurrent Six-month Leadership Academy Tracks – Fully Customized Program Creation, Administration, and Instruction Unlimited number of City attendees	\$28,000
AEM-Cube Team Dynamics Assessment Tool (All Track B: Supervisory/Management Track Attendees)	\$65 / attendee
Travel	Included
Materials	Digital materials included, printing materials and reports invoiced at cost, no markup
Coaching	
Coaching Services (Offered to all Academy Participants)	\$175 1-hour session/employee
24/7 e-mail access to coach with 24-hour response window	Included

LEADERSHIP ACADEMY PAYMENT SCHEDULE:

Execution of Agreement - 10% of Fee

Completion of Monthly Session – 15% of Fee

The prices, specifications and conditions covered within this proposal are satisfactory and hereby accepted. JGA is authorized to do the work as specified.

Signature: _____

Name/Title: _____

Date: _____





CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: December 13, 2022

SUBJECT: Swearing In of City Councilmember's and City Clerk

REQUESTED ACTION: Administer the Oath of Office to the Elected City Councilmember's for Districts 1 and 3 and the Elected City Clerk

CONTACT: Clara Miramontes, City Manager

BACKGROUND/DISCUSSION:

At a Special City Council meeting held on August 24, 2022, and pursuant to Election Code Section §10229, the City Council adopted Resolution Number 6029 cancelling the November 8, 2022 Consolidated General Election and appointed Marisela Nava, City Councilmember-District 1, David Starr Rabb II, City Councilmember-District 3 and Nancy Salazar, City Clerk.

The Oath of Office will be administered to Marisela Nava by Edward Nava; the Oath of Office will be administered to David Starr Rabb II by Isaiah D. Rabb and Leilah Rabb; the Oath of Office will be administered to Nancy Salazar by Cesar Salazar.

BUDGET (or FISCAL) IMPACT: This action carries no fiscal impact.

Prepared by: Judy L. Haughney, Assistant City Clerk

REVIEWED BY:

City Attorney _____
 Assistant City Manager _____
 Deputy City Manager EL

Attachments: 1. Resolution Number 6029

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

ATTACHMENT 1

Resolution Number 6029

RESOLUTION NUMBER 6029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPOINTING THE NOMINEES TO THE OFFICES THAT WERE TO BE FILLED AT THE ELECTION ON NOVEMBER 8, 2022, AND CANCELING THE CONSOLIDATED GENERAL MUNICIPAL ELECTION SCHEDULED ON NOVEMBER 8, 2022, PURSUANT TO ELECTIONS CODE SECTION 10229

WHEREAS, as set forth in Resolution No. 5976, the offices of City Council District 1, City Council District 3, and the City Clerk are to be filled at the November 8, 2022, general municipal election; and

WHEREAS, pursuant to Elections Code Section 10229, as of the close of the nomination period on August 12, 2022, for the offices of City Council District 1, City Council District 3, and City Clerk, only 1 person has been nominated for each office and that the City Clerk has certified these facts to the City Council on August 15, 2022, as provided in Exhibit "A" and incorporated herein by this reference; and

WHEREAS, Elections Code Section 10229 therefore allows one of the following courses of action to be taken by the City Council:

1. Appoint to the office the person who has been nominated.
2. Appoint to the office any eligible voter if no one has been nominated.
3. Hold the election if either no one or only one person has been nominated;

and

WHEREAS, a notice thereof was posted on August 18, 2022, and published on August 19, 2022, in the Perris Progress, a newspaper of general circulation pursuant to law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AS FOLLOWS:

Section 1. Recitals Incorporated. The City Council finds the above recitals are true and correct and incorporated herein by this reference as if set forth in full.

Section 2. Appointment of Nominees. Pursuant to Elections Code Section 10229, the following persons are hereby appointed to the offices to which they were nominated, and are deemed to have been duly elected to such offices, pursuant to Elections Code Section 10229(a)(3):

Name	Office	District (If Applicable)	Term
Marisela Nava	Member of City Council	District 1	4 years
David Starr Rabb II	Member of City Council	District 3	4 years
Nancy Salazar	City Clerk	N/A	4 years

Section 3. Cancellation of General Municipal Election. The Consolidated General Municipal Election scheduled to be held on Tuesday, November 8, 2022, for the offices of City Council District 1, City Council District 3, and City Clerk, is, by this action, hereby canceled.

Section 4. Effect of Appointment. The foregoing persons appointed to said offices shall qualify and take office and serve exactly as if the same had been duly elected at the November 8, 2022, General Municipal Election for the office.

Section 5. Filing of Certified Copy. That the City Clerk is directed to file a "certified copy" of this Resolution with the Riverside County Registrar of Voters and such other government agencies as may be required by law.

Section 6. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Resolution or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

Section 7. Effective Date. This Resolution shall take effect immediately after its adoption.

Section 8. Certification. The City Clerk shall certify as to the passage and adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 24th day of August, 2022.



Michael M. Vargas, Mayor

ATTEST:



Nancy Salazar, City Clerk

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution Number 6029 was duly adopted by the City Council of the City of Perris at a special meeting of said Council on the 24th day of August, 2022, and that it was so adopted by the following vote:

AYES: ROGERS, NAVA, CORONA, RABB, VARGAS

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE



City Clerk, Nancy Salazar

Exhibit "A"
Certification of Insufficiency



**CERTIFICATION OF INSUFFICIENT NOMINEES
FOR THE OFFICES OF
CITY COUNCIL DISTRICTS 1 AND 3 AND CITY CLERK
FOR THE GENERAL MUNICIPAL ELECTION NOVEMBER 8, 2022**

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

As the elections official for the City of Perris I, Judy L. Haughney, Assistant City Clerk, do hereby certify that pursuant to § 10229 of the Elections Code of the State of California the following facts relating to the General Municipal Election scheduled to be held on Tuesday, November 8, 2022.

As of the close of the nomination period on August 12, 2022, only one person has been nominated as a candidate for each of the following City offices: City Council District 1, City Council District 3, and City Clerk.

The persons so nominated are:

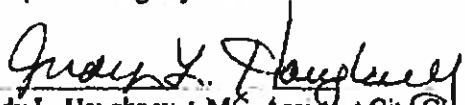
- MARISELA NAVA-CITY COUNCIL DISTRICT 1
- DAVID STARR RABB II-CITY COUNCIL DISTRICT 3
- NANCY SALAZAR-CITY CLERK

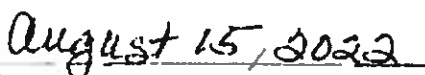
That § 10229 of the Elections Code allows one of the following courses of action to be taken by the City Council:

1. Appoint to the office the persons who have been nominated.
2. Appoint to the office any eligible voter if no one has been nominated.
3. Hold the election if either no one or only one person has been nominated.

A notice of these facts will be published on August 19, 2022 in a newspaper of general circulation in the City pursuant to § 6061 of the Government Code. After the fifth day of publication, the City Council will meet to either make the appointments or direct an election to be held. The persons appointed, if any, shall qualify and take office and serve exactly as if elected at a municipal election for the office. If, by the 75th day before the municipal election no person has been appointed to the offices pursuant to (1) or (2) above, the election shall be held.

If the City Council makes an appointment pursuant to §10229, Elections Code, the City Clerk shall not accept for filing any statement of write-in candidacy which is submitted after the appointment is made.


Judy L. Haughney, CMC, Assistant City Clerk
Elections Official


Date