



*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 6088**

**Tuesday, January 10, 2023  
6:30 P.M.**

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

***CLOSED SESSION: 5:30 P.M.***

***ROLL CALL:***

Rogers, Nava, Corona, Rabb, Vargas

- A. Conference with Real Property Negotiators – Government Code Section 54956.8
  - Property: APN 313-180-013
  - City Negotiator: Clara Miramontes, City Manager
  - Negotiating Parties: Matthew Johnson
  - Under Negotiation: Price and terms of payment
  
- B. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(2) - 2 cases
  
- C. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 3 cases:
  - 1. City of Menifee v. City of Perris CVRI2203040
  - 2. Panattoni Development Company, Inc. v. City of Perris CVRI2203028
  - 3. Cado Menifee, LLC v. City of Perris CVR12203602

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

2. **ROLL CALL:**

Rogers, Nava, Corona, Rabb, Vargas

3. **INVOCATION:**

Pastor Joe Sabolick  
New Creation Church  
57 Business Park Dr. Perris, CA 92571

4. **PLEDGE OF ALLEGIANCE:**

Councilmember Rogers will lead the Pledge of Allegiance.

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

6. **PRESENTATIONS/ANNOUNCEMENTS: NO PRESENTATIONS**

*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.*

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 December 13, 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 award a contract to All American Asphalt and authorize additional funds in the amount of \$338,466.00 for Old Nuevo Road Sidewalk

and Streetlight project (CIP S132) and Driveway Rehabilitation near Ramona Expressway.

- B. Consideration to award a contract to EBS General Engineering, Inc. and authorize additional funds in the amount of \$258,166.01 for Citywide Pedestrian Improvements 20/21 CDBG Project (CIP S129).
- C. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of CUP 20-05100-Truck and Trailer Facility to Maintenance District Number 84-1. CUP 20-05100 is located along East Markham Street. (APN(s): 302-110-032 and 302-110-042) (Owner(s): Markham Street Partners, 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 CUP 20-05100 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 CUP 20-05100 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 CUP 20-05100 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 FEBRUARY 28, 2023

- D. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of CUP 20-05100-Truck and Trailer Facility to Landscape Maintenance District Number 1. CUP 20-05100 is located along East Markham

Street. (APN(s): 302-110-032 and 302-110-042) (Owner(s): Markham Street Partners, 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 167 CUP 20-05100 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 CUP 20-05100 TO BENEFIT ZONE 167 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 167, 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 167 LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF CUP 20-05100 TO BENEFIT ZONE 167 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 FEBRUARY 28, 2023

- E. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of CUP 20-05100-Truck and Trailer Facility to CFD 2018-02 (Public Services District)-Annexation No. 16. CUP 20-05100 is located along East Markham Street. (APN(s): 302-110-032 and 302-110-042) (Owner(s): Markham Street Partners, 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. 16]

- F. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of CUP 20-05100-Truck and Trailer Facility to CFD 2001-3 (North Perris Public Safety District)-Annexation No. 53. CUP 20-05100 is located Along East Markham Street. (APN(s): 302-110-032 and 302-110-042) (Owner(s): Markham Street Partners, 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. 2001-3 (NORTH PERRIS PUBLIC SAFETY) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 53]

- G. Consideration to adopt Proposed Resolution Numbers (next in order) declaring intent to form Proposed Community Facilities District No. 2023-1 (Rockview Heights) of the City of Perris (the “CFD”) and authorize future bonded indebtedness in the amount not to exceed \$10,000,000. The CFD is located at the southwest corner of Metz Road and A Street. Tentative Tract Map No. 37181.

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

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ROCKVIEW HEIGHTS) OF THE CITY OF PERRIS AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ROCKVIEW HEIGHTS) OF THE CITY OF PERRIS

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO INCUR BONDED INDEBTEDNESS IN THE AMOUNT NOT TO EXCEED \$10,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ROCKVIEW HEIGHTS) OF THE CITY OF PERRIS

- H. Consideration to adopt Proposed Resolution Number (next in order) of the Successor Agency to the Redevelopment Agency, adopting the FY 2023-24 Recognized Obligation Payment Schedule

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

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF PERRIS APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE 23-24

- I. Consideration to adopt Proposed Resolution Number (next in order) approving the updated Industrial Community Facilities District Debt Issuance and Management Policy.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING AN UPDATED DEBT ISSUANCE AND MANAGEMENT POLICY WHICH INCLUDES CHANGES RELATED TO INDUSTRIAL MELLO-ROOS COMMUNITY FACILITIES DISTRICTS PERMITTED IN THE CITY

- J. Consideration to award a contract to Deark E&C, Inc. for Construction Services of the Foss Field Park Tennis Court Improvement Project located at 101 N. D Street, Perris, CA 92570.
- K. Consideration to approve a one-year Extension of Time (PLN22-05360) for Tentative Tract Map No. 37181 and Development Plan Review (PLN16-00002) located at the northeast corner of Metz Road and “A” Street. (Applicant: Jeff Parker, Metz & A, LP).
- L. Consideration to approve a Professional Services Agreement with LOR Geotechnical Group, Inc. for Geotechnical, Compaction Testing, and Materials Testing Services throughout the construction of the Perris Downtown Skills Training and Job Placement Center Project.
- M. 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 JANUARY 10, 2023 AND ENDING FEBRUARY 9, 2023 PURSUANT TO BROWN ACT PROVISIONS

- N. Consideration to adopt Proposed Resolution Number (next in order) Implementing Assembly Bill 2449 by adopting an ADA Reasonable Accommodations Policy for the meetings of the City Council and all City Commissions, Committees and Boards.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ADOPTING AN AMERICANS WITH DISABILITES ACT (“ADA”) REASONABLE ACCOMODATIONS POLICY FOR THE MEETINGS OF THE CITY COUNCIL AND ALL CITY COMMISSIONS, COMMITTEES AND BOARDS; AND DIRECTING CITY STAFF TO MAKE SUCH CHANGES TO THE CITY’S AGENDA TEMPLATES (INCLUDING SUCH TEMPLATES FOR TH CITY COUNCIL AND ALL CITY COMMISSIONS, COMMITTEES AND BOARDS) AS MAY BE NECESSARY TO IMPLEMENT THE ADA REQUIREMENTS OF ASSEMBLY BILL NO. 2449

**11. PUBLIC HEARINGS:**

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

A. Consideration to adopt Proposed Resolution Numbers (next in order) regarding Proposed Community Facilities District (CFD) No. 2022-3 (Stratford Ranch) in Improvement Area No. 1 and Improvement Area No. 2 thereof; and Introduce the First Reading of Proposed Ordinance Number (next in order) forming CFD No. 2022-3 and Improvement Area No. 1 and Improvement Area No.2 thereof. CFD 2022-3 is located at the northeast corner of Evans Road and Ramona Expressway within Tract Map Nos. 38071 and 38071-1.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS DETERMINING THE VALIDITY OF PRIOR PROCEEDINGS, ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SUCH COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS, ESTABLISHING AN APPROPRIATIONS LIMIT, AND TAKING CERTAIN OTHER ACTIONS RELATING TO SAID DISTRICT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS, DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$8,000,000 WITHIN IMPROVEMENT AREA NO. 1 AND \$7,000,000 WITHIN IMPROVEMENT AREA NO. 2 OF SAID DISTRICT;

AND CALLING A SPECIAL ELECTION WITHIN EACH SUCH IMPROVEMENT AREA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO THE LEVY OF SPECIAL TAXES THEREIN, THE ISSUANCE OF BONDED INDEBTEDNESS AND THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING AND AUTHORIZING EXECUTION OF AN ACQUISITION AND FUNDING AGREEMENT AND A JOINT COMMUNITY FACILITIES AGREEMENT IN CONNECTION WITH THE FORMATION OF COMMUNITY FACILITIES DISTRICT 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS; AND MAKING FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 1 AND IMPROVEMENT AREA NO. 2 OF SAID DISTRICT

Introduced by: Director of Finance Matthew Schenk

#### PUBLIC COMMENT

- B. Consideration to adopt Proposed Resolution Numbers (next in order) to acquire Fee Simple Interests and Temporary Construction Easements for the Widening of Orange Avenue. APN(s) 320-010-001, 320-010-005, 320-010-006, 320-010-007, 320-010-008, 320-010-009, 320-010-010, 320-010-011, and 320-010-012.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF INTERESTS IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 320-010-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF INTERESTS IN A PORTION



OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NOS. 320-010-005, 320-010-006, AND 320-010-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF INTERESTS IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NOS. 320-010-008, 320-010-009, 320-010-010, AND 320-010-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF INTERESTS IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 320-010-012

Introduced by: City Attorney Robert Khuu

**PUBLIC COMMENT**

**12. BUSINESS ITEMS:** (not requiring a "Public Hearing"):

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

- A. Consideration to make Appointments to the various Agencies and Committees to represent the City of Perris for 2023.

Introduced by: Mayor Michael M. Vargas

**PUBLIC COMMENT**

- B. Consideration to appoint the Mayor Pro Tem for 2023.

Introduced by: Mayor Michael M. Vargas

**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: January 10, 2023 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\\_H54\\_sFpWQ2irHNbAuw0MHw](https://us06web.zoom.us/webinar/register/WN_H54_sFpWQ2irHNbAuw0MHw)

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

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

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

City's Website:

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

YouTube:

<https://www.youtube.com/channel/UC24S1shebxkJFv3BnxdkPpg>

Facebook:

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

For cable subscribers only within Perris:

Spectrum: Channel 3

Frontier: Channel 16



9.A.

**CITY OF PERRIS**  
**CITY COUNCIL**  
**AGENDA SUBMITTAL**

**MEETING DATE:** January 10, 2023  
**SUBJECT:** Approval of Minutes  
**REQUESTED ACTION:** Approve the Minutes of the Regular Joint City Council Meeting held on December 13, 2022  
**CONTACT:** Nancy Salazar, City Clerk *NS*

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**BACKGROUND/DISCUSSION:** None

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

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

**REVIEWED BY:**

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

Attachments: 1. Minutes-December 13, 2022-Regular Joint City Council Meeting

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

# ATTACHMENT 1

Minutes-December 13, 2022 Regular Joint City Council Meeting

# ***CITY OF PERRIS***

## MINUTES:

Date of Meeting: December 13, 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 6064**

CLOSED SESSION

ROLL CALL

**Present: Rabb, Rogers, Nava, Corona, Vargas**

**Staff Member's Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Khuu and Assistant City Attorney 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.

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

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

**Present: Rabb, Rogers, Nava, Corona, Vargas**

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

3. INVOCATION: \_\_\_\_\_

Pastor Rose Anderson

Cry Aloud Temple

25920 Iris Ave Suite 13A #228 Moreno Valley, CA 92551

4. PLEDGE OF ALLEGIANCE: \_\_\_\_\_

**Councilmember Rabb led the Pledge of Allegiance.**

5. REPORT ON CLOSED SESSION ITEMS:

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

6. PRESENTATIONS/ANNOUNCEMENTS:

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

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

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

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

**Mayor Vargas called for Public Comment. The following person spoke at Public Comment:  
Chris Thompson**

9. APPROVAL OF MINUTES:

A. Approved 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.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

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

A. Adopted Resolution Numbers 6079, 6080 and 6081 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)

Resolution Number 6079 is 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

Resolution Number 6080 is entitled:

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

Resolution Number 6081 is entitled:

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. Adopted Resolution Numbers 6082, 6083 and 6084 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)

Resolution Number 6082 is 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

Resolution Number 6083 is entitled:

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

Resolution Number 6084 is entitled:

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. Adopted Resolution Number 6085 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)

Resolution Number 6085 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. Adopted Resolution Number 6086 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)

Resolution Number 6086 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. Adopted Resolution Number 6087 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)



Resolution Number 6087 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. Awarded a contract to Security Lines US for City Parks Camera PODS System.
- G. Awarded 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. Approved the reallocation of existing American Rescue Plan Act (ARPA) funds for Housing Assistance to the Homeless Services Hotel Voucher Program.
- I. Approved 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. Approved a Professional Services Agreement with Action Surveys for Construction Staking for the Perris Downtown Skills Training and Job Placement Center Project.
- K. Adopted Resolution Number 6088 to continue Tele/Video-Conference Meetings during COVID-19 State of Emergency pursuant to the Provisions of AB 361.

Resolution Number 6088 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. Awarded a contract to Jacob Green & Associates for General Professional Services for the City's upcoming Professional Development Academy.

The Mayor called for a motion.

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

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

NOES:

ABSENT:  
ABSTAIN:

11. PUBLIC HEARINGS:

**There were no Public Hearings.**

12. BUSINESS ITEMS:

- A. Oath of Office-Edward Nava administered the Oath of Office and delivered a Certificate of Election to Marisela Nava who assumed office as a Member of the City Council-District 1; Leilah Rabb administered the Oath of Office and delivered a Certificate of Election to David Starr Rabb II who assumed office as a Member of the City Council-District 3; Cesar Salazar administered the Oath of Office and delivered a Certificate of Election to Nancy Salazar who assumed the office of City Clerk.

**This item was introduced by City Manager Clara Miramontes and turned over to Assistant City Clerk Judy Haughney to provide background on the item.**

**The following Councilmember's spoke:**

**Nava  
Rabb**

**City Clerk Salazar spoke.**

**The following Councilmember's spoke**

**Corona  
Rogers  
Vargas**

**Assemblymember Corey Jackson presented certificates to the newly elected officials.**

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

13. COUNCIL COMMUNICATIONS:

**The following Councilmember's spoke:**

**Nava  
Rogers  
Rabb  
Corona**

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

**There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:17 p.m. in memory of Clarissa Lewis, a student at Liberty High School, who passed away on Sunday, December 11, 2022 as a**

**result of a vehicle accident.**

**Respectfully Submitted,**

---

**Nancy Salazar, City Clerk**



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** January 10, 2023

**SUBJECT:** Old Nuevo Rd Sidewalk & Streetlights Project (CIP S132) & Driveway Rehabilitation near Ramona Expressway

**REQUESTED ACTION:** Authorize additional funds in the amount of \$338,466.40 from Fund 142 to the Old Nuevo Rd Sidewalk & Streetlights Project & Driveway Rehabilitation near Ramona Expressway; Approve the Plans and Specifications for the Project; Award Public Works Construction Contract to All American Asphalt for \$372,583.00; Reject all other bids; and authorize 10% of the Bid Amount for Inspection, Construction Administration, Testing and Survey and 20% of the Bid Amount for Construction Contingencies; and authorize City Manager to execute the Public Works Construction Contract.

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

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

The Old Nuevo Road Sidewalk and Streetlights Project is located on Nuevo Road between A Street and Webster Avenue. The project will include the installation and rehabilitation of sidewalks and driveways as well as the installation of streetlights between A Street and Delines Drive to accommodate a safe and ADA Compliant pedestrian path of travel. This project will also involve the rehabilitation of the City's portion of Nuevo Road between Delines Drive and Webster Avenue.

On December 15, 2022, four bids were revealed via Active Bidder for the Old Nuevo Road Sidewalk and Streetlights Project. Bids Ranged from \$372,583.00 to \$648,524.20. The low bid was submitted by All American Asphalt. All American Asphalt has worked on City Projects in the past and their work has been considered satisfactory by the City Engineer's office. Construction is anticipated to begin February 13, 2023, and 60 working days have been allotted to complete the project.

The project initially only involved the installation of sidewalk and streetlights along Nuevo Road between A Street and McKimball Road and was funded by Traffic Safety Funds. For ease of contract administration and economies of scale two other rehabilitation projects were added. The rehabilitation of Nuevo Road between Delines Drive and Webster Avenue at council request, and the rehabilitation of the concrete driveways near Ramona Expressway. The driveway

rehabilitations were inadvertently left out by the contractor of the Ramona Expressway rehabilitation last year. These rehabilitations are eligible for funding by Measure A; therefore, staff recommends the authorization of additional funds in the amount of \$338,466.40 for this project.

---

**BUDGET (or FISCAL) IMPACT:**

Available Budget CIP S132	
Traffic Safety Fund 112	\$ 175,891.50
Project Costs	
Outstanding Pre-Construction (Est.)	\$ 30,000.00
Construction Contract	\$ 372,583.00
Inspection, Construction Administration, Testing and Survey	\$ 37,258.30
Contingences	\$ 74,516.60
Total Cost	\$ 514,357.90
Additional Funds Needed	
	\$ 338,466.40

Award of the contract would require budget adjustments. An increase of funds from Fund 142 (Measure A) in the amount of \$338,466.40 is requested. There are adequate funds in Fund 142 to cover the additional project costs. This project will have no impact to the General Fund.

Prepared by: Ryan Traylor, Assistant Engineer

**REVIEWED BY:**

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

**Attachments:**

1. Vicinity Map
2. CIP Sheet S-132
3. Project Plans and Specifications (Due to size the Project Plans and Specifications are available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>)
4. Lowest Bidders Bid Package (Due to size the Lowest Bidders Bid Package is available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>)
5. Public Works Construction Contract
6. Bid Results

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

# ATTACHMENT 1

Vicinity Map

# CITY OF PERRIS OLD NUEVO ROAD SIDEWALK AND STREETLIGHTS VICINITY MAP

VICINITY MAP



**LEGEND:**

WORK AREA

CITY LIMITS



**TRI LAKE**  
CONSULTANTS, INC.  
CITY ENGINEER  
S.G. - DATE 12/28/22

# ATTACHMENT 2

CIP Sheet S-132



# CITY OF PERRIS

## Capital Improvement Program Project Details



Project Number: **S132**  
 Project Title: **Old Nuevo Rd Sidewalk & Streetlights**  
 Managing Department: **City Engineer**

**Project Description and/or Justification:** Old Nuevo Road Sidewalk and Streetlights: Install 4 streetlights and 800 feet of sidewalk along Nuevo Road and McKimball Road.



**Original Budget:** 150,000  
**Budget Amendments:** -  
**Total Project Costs:** 15,345  
**Available Funds:** 134,655

**Project Dates:**  
 Begin: FY 21/22  
 Completion:  
**Total Budget Additions (Deletions): 70,000**

Funding Sources:	Fund	Project to Date Available	Proposed Plan 2022/2023	Proposed Plan 2023/2024	Proposed Plan 2024/2025	Proposed Plan 2025/2026	Total
Traffic Safety	112	134,655	70,000				\$ 204,655
							\$ -
							\$ -
							\$ -
							\$ -
<b>Total:</b>		134,655	70,000	-	-	-	\$ 204,655

Budget Amendment Notes				
Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2021/22	Adopted Budget - Traffic Safety	150,000		150,000
2022/23	Traffic Safety		70,000	220,000
				220,000
				220,000
				220,000
				220,000
				220,000
				220,000
				220,000
				220,000
				220,000
				220,000
	<b>Total:</b>	\$ 150,000	\$ 70,000	\$ 220,000
<b>S-132</b>				

As of 5/31/2022

# ATTACHMENT 3

## Project Plans and Specifications

Due to size the Project Plans and Specifications are available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>

# ATTACHMENT 4

## Lowest Bidders Bid Package

Due to size the Lowest Bidders Bid Package is available on file at the City Clerk's Office or at this link:

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

# ATTACHMENT 5

Public Works Construction Contract

**PUBLIC WORKS CONSTRUCTION CONTRACT**

**THIS PUBLIC WORKS CONSTRUCTION CONTRACT** (“Contract”) is made and entered into as of the date executed by the City Manager, by and between \_\_\_\_\_ (“Contractor”) and the City of Perris (“City”), for a total amount of \$ \_\_\_\_\_, consisting of \$ \_\_\_\_\_ as set forth in Contractor’s bid (the "Contract Amount") and up to \$ \_\_\_\_\_ in a Construction Contingency amount if approved by the City pursuant to this Contract.

**WHEREAS**, pursuant to the Notice Inviting Bids, bids were received, publicly opened, and declared on the date specified in said Notice, and;

**WHEREAS**, City did accept the bid of Contractor dated \_\_\_\_\_, 20\_\_\_\_ (“Contractor’s Bid”) and;

**WHEREAS**, City Council has authorized the City Manager to enter into a written Contract with Contractor for furnishing labor, equipment, and material for the construction of:

**JOB NO.:** CIP S132  
**DESCRIPTION:** Old Nuevo Road Sidewalk and Streetlights  
**LOCATION:** Nuevo Road west of A St. and east of Webster Ave.

(Hereinafter referred to as “the Project”).

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Project (collectively, the “Work”). Said Work shall be performed in accordance with (i) all of the Contract Documents incorporated herein, (ii) the bid prices contained in the Contractor’s Bid, and (iii) the instructions of the City Engineer or his/her designee.
  
2. **CONTRACT DOCUMENTS INCORPORATED:** This Contract includes and hereby incorporates in full the following documents, including all exhibits, drawings, plans and specifications, attachments, and addenda thereto (collectively, the “Contract Documents”):
  - A. Notice of Bids
  - B. Information for Bidders
  - C. Bid Forms
  - D. Contractor’s Bid
  - E. General Provisions
  - F. Standard Provisions

- G. Project Plans
- H. Performance and Payment Bonds
- I. All change orders authorized after execution of this Contract.

This Contract is intended to require a complete and finished Project and anything necessary to complete the Work properly and in accordance with the law and lawful governmental regulations shall be performed by Contractor whether set out specifically in this Contract or not. Should it be ascertained that any inconsistency exists between the Contract Documents and this Contract, the provisions of this Contract shall control, except as required and specified under law.

3. **CONSTRUCTION START AND COMPLETION DATE**: The start construction date shall be the date stipulated in the Notice to Proceed issued by the City Engineer (“Start Date”). Contractor shall complete the Project within **60 Working Days** from the Start Date. City and Contractor acknowledge and agree that at the time of execution of this Contract it is impracticable and extremely difficult to fix the actual damages that will be incurred by City if Contractor fails to complete the Project by the Completion Date. Accordingly, City and Contractor agree that liquidated damages in the amount of one thousand dollars (\$1,000.00) for each calendar day the Project remains incomplete beyond the Completion Date is a reasonable sum to assess as liquidated damages due to City by reason of the failure of Contractor to complete the Project. City may deduct the amount of liquidated damages from any payment due or that may become due to Contractor under this Contract. Progress payments made after the Completion Date shall not constitute a waiver of liquidated damages.
4. **INSURANCE**: Contractor shall not commence any Work under this Contract until Contractor has obtained all insurance required by the Contract Documents from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained.
5. **PREVAILING WAGES**: In accordance with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, Contractor and any subcontractor under Contractor is required to pay not less than the general prevailing rate of per diem wages to all workmen employed in the performance of this Contract, for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, pursuant to the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Engineering

Department, 24 S. "D" Street, Suite 100, Perris, California, 92570 and are available to any interested party upon request; or may be obtained online from the Department of Industrial Relations website at <http://www.dir.ca.gov>. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor and any subcontractor under Contractor is subject to forfeiture of penalties to City, as provided under the provision of Section 1775 of the California Labor Code for each worker employed, for each calendar day or portion thereof, if such worker is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of the California Labor Code. Penalties shall be in addition to civil penalties, restitution of wages, liquidated damages to the employee, and any other applicable penalties imposed by the Labor Commissioner pursuant to the California Labor Code, or court of law.

By entering into this Contract, Contractor certifies that neither it nor any person or firm that has an interest in Contractor's firm is a person or firm that is barred from being awarded Public Works contracts by virtue of Section 1777.1 of the California Labor Code.

Contractor and any subcontractor under him shall submit, not less than monthly to the City and to the Labor Commissioner, certified copies of the payroll records for all said workers for the preceding month's pay periods, and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and the Contract Documents. Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner not less than monthly.

6. **APPRENTICESHIP EMPLOYMENT:** In accordance with the provisions of Section 1777.5 of the California Labor Code as amended, and in accordance with the Regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the Work.

Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by Contractor or any subcontractor under him.

Contractor and subcontractors under him shall comply with all requirements of Sections 1777.5 and 1777.6 of the California Labor Code in the employment of apprentices.

7. **LEGAL HOURS OF WORK**: Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Contract, and Contractor, and any subcontractor under him, shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

Contractor and any subcontractor under Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25) for each worker employed in the execution of this Contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of said California Labor Code.

8. **PUBLIC WORKS CONTRACTOR REGISTRATION**: Pursuant to California Labor Code Division 2, Part 7, Chapter 1, Article 2, a contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work with City, as defined in said chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the same. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor shall cause job site notices to be posted as prescribed by regulation.

9. **NON-DISCRIMINATION**: No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor and subcontractor under Contractor for public works violating this section is subject to all of the penalties imposed for a violation of Chapter I of the Labor Code in accordance with the provisions and of Section 1735 of said Code.
10. **CONTRACTOR'S LIABILITY; INDEMNIFICATION**: City, its elected officials, officers, agents and employees, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage



to any person or persons, either worker, employees of Contractor or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the active negligence or willful misconduct of City, Tri Lake Consultants, Inc., its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work, or at any time before its completion and final acceptance.

Contractor will indemnify City of Perris, Tri Lake Consultants, Inc., its elected officials, officers, agents and employees against and will hold and save them harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with this Contract, the Work, operation, or activities of Contractor, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive negligence, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the active negligence or willful misconduct of City, Tri Lake Consultants, Inc., its employees, servants, or independent contractors who are directly responsible to City, and in connection therewith:

- a. Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all cost and expenses, including attorney's fees incurred in connection therewith.
- b. Contractor will promptly pay any judgment rendered against Contractor, or City, Tri Lake Consultants, Inc., or its elected officials, agents or employees, covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder, and Contractor agrees to save and hold the same harmless therefrom.
- c. In the event City/Tri Lake Consultants, Inc. is made a party to any action or proceeding filed or prosecuted against Contractor for damages or other claims arising out of or in connection with the work, operation, or activities of Contractor hereunder, Contractor agrees to pay to City any and all costs and expenses incurred by City/Tri Lake Consultants, Inc. in such action or proceeding together with reasonable attorney's fees.
- d. Any payments due to Contractor under this Contract may be retained by City until disposition has been made of actions or claims for damage described herein.

**11. SUBCONTRACTOR COMPLIANCE:** Contractor shall be responsible for the

compliance by any subcontractor or lower tier subcontractor under it with this Contract, all State and Federal laws, codes and regulations, and Municipal Ordinances and Regulations of City.

12. **THIRD PARTY CLAIM:** Contractor shall notify City within 72 hours of the receipt of any third-party claim relating to this Contract.
13. **CONTRACT PRICE AND PAYMENT:** City shall pay Contractor for furnishing the material and doing the prescribed Work per the unit prices set forth in the Contractor's Bid. Contractor agrees to monthly progress payments as described in the Contract Documents.

No expenditure from the Construction Contingency ("Contingency") for any labor, equipment, materials, or any other article or service whatsoever, provided in relation to the Work shall be made without the prior written approval of City. Such expenditures and/or payments from the Contingency shall be made only pursuant to a Change Order signed by both parties. Verbal authorization to proceed with additional work shall not satisfy the requirement for a signed Change Order. No Change Orders combined shall exceed the Contract Amount plus the Contingency. The Contingency is for the sole and exclusive benefit and use of City for adjustments to the Contract Amount. The establishment of the Contingency is not to be construed as a promise, representation, or guarantee of the amount of compensable changes that may occur, which may be substantially more or less than the Contingency. Upon final completion and final payment, any portion of the Contingency that has not been expended by City for compensable changes expressly authorized by Change Order shall not be part of the total Contract Amount and shall not be payable or owed to Contractor.

14. **RIGHTS, TITLE, INTEREST:** In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. [California Public Contract Code Section 7103.5(b)]
15. **DEFECTIVE WORK:** City's inspection of the Work and the Project shall not relieve Contractor of any obligations to fulfill this Contract and complete the Project in accordance with the Contract Documents. Defective work and materials shall be made good. Failure

of City to identify a defect, or failure of an inspector to reject any portion of the Work, is not acceptance or a waiver of poor workmanship notwithstanding payments or release of any retention in whole or in part, and shall not be construed to waive any of City's rights or remedies under this Contract.

16. **TERMINATION**: City may terminate this Contract in whole or in part for cause or convenience by giving ten (10) calendar days written notice. Where Contractor's services have been so terminated by City, said termination shall not affect any right or remedy of City against Contractor or the Surety, then existing or accrued thereafter.

A. **TERMINATION FOR CAUSE**: It is City's right to terminate this Contract upon the occurrence of any of the following events by default of Contractor: (1) Contractor refuses or fails to perform the Work required under this Contract with diligence to ensure substantial completion of the Project by the Completion Date. Termination shall be effective if Contractor does not cure its failure to perform in a manner acceptable to City within ten (10) calendar days of notice of termination. Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes, or other forces over which he has no control; (2) Contractor fails to comply with the provisions of this Contract; (3) Contractor violates any ordinance, regulation, State or Federal Law which applies to its performance under this Contract; (4) Contractor files bankruptcy or otherwise becomes insolvent; (5) Contractor makes a general assignment for the benefit of creditors; (6) a trustee or receiver is appointed for the Contractor or his property; (7) Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (8) Contractor has abandoned the Work or the Project, and/or; (9) Contractor disregards proper directives of the Architect, Inspector, or City Engineer under the Contract Documents. It will be at City's sole discretion to allow Contractor to remedy each cause for the termination without waiving City's right to terminate this Contract or restricting any other right or remedy under this Contract or law.

In the event that this Contract is terminated for cause, City may take over the Work and may exclude Contractor from the Project site. In exercising the right to complete the Project, City, at its sole discretion, may pursue such in a manner that is cost effective, timely, and beneficial to City, including but not limited to demanding that the Surety take over and complete the Work. City may demand that the Surety not utilize Contractor in said performance of completing the Work. Upon failure of the Surety to begin completion of the Work, within fifteen (15) calendar days after demand thereof, City may take over the Work

and pursue its completion.

Contractor and the Surety shall be liable for damages sustained by City from the termination of this Contract under this clause, including, without limitation all cost necessary for repair and completion of the work.

City shall have the right to withhold monies otherwise payable to Contractor until the Project is complete. If City incurs additional costs, expenses, or other damages due to the failure of Contractor to perform the Work pursuant to this Contract, said expenditures shall be deducted from the amounts withheld. Should there be a balance of monies held after all expenses have been paid, the balance will be paid to Contractor upon completion of the Project.

- B. **TERMINATION FOR CONVENIENCE**: City may terminate this Contract at any time for environmental considerations, its convenience, or when it is in the best interest of City.

Upon such termination, payment to Contractor shall be the actual cost of the Work completed, suitable storage and protection of materials and equipment delivered to the site, but not yet incorporated into the Work, and other costs actually incurred as permitted by this Contract and approved by City up to the effective date of termination. Ten percent (10%) of the actual cost of Work completed shall be allowed for overhead and profit providing that such payments do not exceed the total Contract Amount. The amount of any payments made to Contractor prior to the effective termination date shall be deducted from the actual costs of completed Work. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of termination of this Contract.

- C. **DISCONTINUE WORK**: Upon receipt of the termination notice, Contractor shall immediately discontinue the Work and placement of orders for materials, facilities and supplies in connection with the performance of this Contract, unless otherwise directed in the notice. Contractor shall promptly deliver to City all completed work, including plans, as-builts, forms, reports, and products. Any dispute regarding the amount owed to Contractor shall not diminish the right of City to receive and use such documents or materials.

17. **ATTORNEY FEES**: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Contract, the prevailing party shall recover its reasonable attorney's fees and costs incurred with respect thereto.

18. **ACCOUNTS AND RECORDS**: Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three (3) years after the expiration of this Contract, unless permission to destroy them is granted by the City.
19. **CONFLICTS OF INTEREST**: No officer or employee of City shall have any financial interest in this Contract nor shall any such officer or employee participate in any decision relating to the Contract which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Contract.
20. **AUTHORITY TO EXECUTE**: The persons executing this Contract 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 Contract on behalf of said party, (iii) by so executing this Contract, such party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any other agreement to which said party is bound.
21. **VENUE**: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Contract shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

**Contractor**

State of California

Contractor's License No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Contractor's Business Tele. #: (\_\_\_\_) \_\_\_\_\_ Emergency Tele. #: (\_\_\_\_) \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

( S E A L )

Signature must be that of a duly authorized representative (Corporations require two signatures. Both must be officers of the company.)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

Title: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

Title: \_\_\_\_\_

**City**

City of Perris

Attest to:

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
Date

# ATTACHMENT 6

Bid Results

Old Nuevo Road Sidewalk and Streetlights

Post Date: 11/17/2022 16:22 PST

Due Date: 12/15/2022 before 14:00 PST

Estimated Value: \$210,000

## Results / 4 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Carlson, Ed	All American Asphalt	400 E 6th St. Corona, CA 92878- 2229	(951) 736-7600	\$372,583	12/15/2022 15:47:48	Low Bidder
2	Wittenberg, Shawn	LC Paving & Sealing, Inc.	620 Alpine Way Escondido, CA 92029	760-752-1743	\$404,826.8	12/15/2022 14:49:19	
3	Churnock, Morgan	Hardy & Harper, Inc.	32 Rancho Circle. Lake Forest, CA 92630	714-444-1851	\$542,347	12/15/2022 15:23:25	
4	Nanci, Thomas	EBS GENERAL ENGINEERING, INC.	1345 QUARRY STREET STE 101 CORONA, CA 92879	9512796869	\$648,524.2	12/15/2022 15:17:42	





# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** January 10, 2023

**SUBJECT:** Citywide Pedestrian Improvement 20/21 CDBG Project (CIP S129)

**REQUESTED ACTION:** Authorize additional funds in the amount of \$258,166.01 from Fund 142 to the Citywide Pedestrian Improvements 20/21 CDBG Project; Approve the Plans and Specifications for the Project; Award Public Works Construction Contract to EBS General Engineering, Inc. for \$842,746.50; Reject all other bids; and authorize 10% of the Bid Amount for Inspection, Construction Administration, Testing and Survey and 15% of the Bid Amount for Construction Contingencies; and authorize City Manager to execute the Public Works Construction Contract.

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

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

The Citywide Pedestrian Improvements 20/21 CDBG Project involves the removal and replacement of concrete items in the pedestrian path of travel in the area bounded by 4<sup>th</sup> Street, A Street, 7<sup>th</sup> Street, and C Street in the Downtown Area of the City. Construction items include the removal and replacement of sidewalk, driveways, curb ramps, cross gutters and curb and gutter.

On December 5, 2022, 5 bids were revealed via Active Bidder and at the address as indicated in the Notice Inviting Bids for the Citywide Pedestrian Improvements 20/21 CDBG Project. Bids Ranged from \$842,746.50 to \$1,260,000. The Engineer's Estimate was \$815,000. The Active Bidder website initially indicated EBS General Engineering, Inc.'s bid submission was incomplete. However, city staff immediately downloaded and reviewed the uploaded bid documents submitted by each bidder. At the public bid opening of the uploaded bid documents, City Staff found EBS's uploaded bid package complete. City staff found EBS General Engineering, Inc. the lowest responsive and responsible bidder in the amount of \$842,746.50. The low bid determination was then posted on Active Bidder December 6, 2022.

Subsequently, the City received a Bid Protest from Onyx Paving Company, Inc. on December 7, 2022. The Bid Protest disputes the City's determination that EBS's bid is the lowest responsive and responsive bid by alleging that

“EBS General Engineering Inc., did not submit a unit price for bid item #12 and their bid was categorized as an incomplete submission ... Per note five (5) in Section 2 – Information For Bidders: ‘The Agency may waive informalities, irregularities, or defects or reject any and all Bids.’ In this instance, there is no informality, irregularity or defect because EBS General Engineering Inc. was non-responsive with an incomplete submission and cannot be considered the lowest combined cost. EBS General Engineer Inc.’s cost was determined for Bid items 1-11 only per their submission at the bid deadline.”

After receiving the Bid Protest, City staff conducted a further review of EBS’s uploaded bid and determined that the City’s original determination is correct. Although the online bid schedule showed that there was no price for Bid Item No. 12, the Active Bidder’s online bid schedule is not the official bid schedule provided in the Project bid documents and Active Bidder is not able to make such determinations for the City. In short, EBS did, in fact, upload the complete bid schedule required by the bid documents as part of their bid package. Moreover, EBS signed and uploaded the addendum. Therefore, EBS’s bid is complete and responsive to the Notice Inviting Bids for the Project.

EBS General Engineering, Inc. work has been considered satisfactory by the City Engineer’s office. Construction is anticipated to begin February 13, 2023, and 60 working days have been allotted to complete the project.

The project is funded with CDBG and Measure A funds. Staff recommends Council to approve additional funds from Measure A in the amount of \$258,166.01 and adopt the plans and specifications, award the project to EBS General Engineering, Inc., reject all other bids, and authorize 15% of the bid amount for construction contingencies, and 10% of the bid amount for Inspection, Construction Administration, Testing and Survey and authorize the City Manager to execute the construction contract.

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**BUDGET (or FISCAL) IMPACT:**

Available Budget CIP S129	
CDBG Fund 152	\$ 381,939.00
Measure A Fund 142	\$ 413,328.12
<b>Total Cost</b>	<b>\$ 795,267.12</b>
Project Costs	
Construction Contract	\$ 842,746.50
Inspection, Construction Administration, Testing and Survey	\$ 84,274.65
Construction Contingences	\$ 126,411.98
<b>Total Cost</b>	<b>\$1,053,433.13</b>
Additional Funds Needed	
	<b>\$ 258,166.01</b>

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Award of the contract would require budget adjustments. An increase of funds from Fund 142 (Measure A) in the amount of \$258,166.01 is requested. There are adequate funds in Fund 142 to cover the additional project costs. This project will have no impact to the General Fund.

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Prepared by: Ryan Traylor, Assistant Engineer

**REVIEWED BY:**

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

Assistant City Manager WB

Deputy City Manager ER

**Attachments:**

1. Vicinity Map
2. CIP Sheet S-129
3. Project Plans and Specifications (Due to size the Project Plans and Specifications are available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>)
4. Lowest Bidders Bid Package (Due to size the Lowest Bidders Bid Package is available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>)
5. Public Works Construction Contract
6. Bid Results

Consent: Yes

Public Hearing:

Business Item:

Presentation:

Other:

# ATTACHMENT 1

Vicinity Map

# CITYWIDE PEDESTRIAN IMPROVEMENTS VICINITY MAP



LEGEND:



PROJECT LOCATION



N.T.S.

**TRI LAKE**  
CONSULTANTS, INC.  
CITY ENGINEER  
DATE: 01/15/21



# ATTACHMENT 2

CIP Sheet S-129



# ATTACHMENT 3

## Project Plans and Specifications

Due to size the Project Plans and Specifications are available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>



# ATTACHMENT 4

## Lowest Bidders Bid Package

Due to size the Lowest Bidders Bid Package is available on file at the City Clerk's Office or at this link:

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

# ATTACHMENT 5

Public Works Construction Contract

**PUBLIC WORKS CONSTRUCTION CONTRACT**

**THIS PUBLIC WORKS CONSTRUCTION CONTRACT** (“Contract”) is made and entered into as of the date executed by the City Manager, by and between \_\_\_\_\_ (“Contractor”) and the City of Perris (“City”), for a total amount of \$ \_\_\_\_\_, consisting of \$ \_\_\_\_\_ as set forth in Contractor’s bid (the "Contract Amount") and up to \$ \_\_\_\_\_ in a Construction Contingency amount if approved by the City pursuant to this Contract.

**WHEREAS**, pursuant to the Notice Inviting Bids, bids were received, publicly opened, and declared on the date specified in said Notice, and;

**WHEREAS**, City did accept the bid of Contractor dated \_\_\_\_\_, 20\_\_\_\_ (“Contractor’s Bid”) and;

**WHEREAS**, City Council has authorized the City Manager to enter into a written Contract with Contractor for furnishing labor, equipment, and material for the construction of:

**JOB NO.:** CIP S129  
**DESCRIPTION:** Citywide Pedestrian Improvements 20/21 CDBG  
**LOCATION:** South of 4<sup>th</sup> St., North of 7<sup>th</sup> St., East of A St., West of C St.

(Hereinafter referred to as “the Project”).

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Project (collectively, the “Work”). Said Work shall be performed in accordance with (i) all of the Contract Documents incorporated herein, (ii) the bid prices contained in the Contractor’s Bid, and (iii) the instructions of the City Engineer or his/her designee.
  
2. **CONTRACT DOCUMENTS INCORPORATED:** This Contract includes and hereby incorporates in full the following documents, including all exhibits, drawings, plans and specifications, attachments, and addenda thereto (collectively, the “Contract Documents”):
  - A. Notice of Bids
  - B. Information for Bidders
  - C. Bid Forms
  - D. Contractor’s Bid
  - E. General Provisions
  - F. Standard Provisions

- G. Project Plans
- H. Performance and Payment Bonds
- I. All change orders authorized after execution of this Contract.

This Contract is intended to require a complete and finished Project and anything necessary to complete the Work properly and in accordance with the law and lawful governmental regulations shall be performed by Contractor whether set out specifically in this Contract or not. Should it be ascertained that any inconsistency exists between the Contract Documents and this Contract, the provisions of this Contract shall control, except as required and specified under law.

3. **CONSTRUCTION START AND COMPLETION DATE**: The start construction date shall be the date stipulated in the Notice to Proceed issued by the City Engineer (“Start Date”). Contractor shall complete the Project within **60 Working Days** from the Start Date. City and Contractor acknowledge and agree that at the time of execution of this Contract it is impracticable and extremely difficult to fix the actual damages that will be incurred by City if Contractor fails to complete the Project by the Completion Date. Accordingly, City and Contractor agree that liquidated damages in the amount of one thousand dollars (\$1,000.00) for each calendar day the Project remains incomplete beyond the Completion Date is a reasonable sum to assess as liquidated damages due to City by reason of the failure of Contractor to complete the Project. City may deduct the amount of liquidated damages from any payment due or that may become due to Contractor under this Contract. Progress payments made after the Completion Date shall not constitute a waiver of liquidated damages.
4. **INSURANCE**: Contractor shall not commence any Work under this Contract until Contractor has obtained all insurance required by the Contract Documents from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained.
5. **PREVAILING WAGES**: In accordance with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, Contractor and any subcontractor under Contractor is required to pay not less than the general prevailing rate of per diem wages to all workmen employed in the performance of this Contract, for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, pursuant to the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Engineering

Department, 24 S. "D" Street, Suite 100, Perris, California, 92570 and are available to any interested party upon request; or may be obtained online from the Department of Industrial Relations website at <http://www.dir.ca.gov>. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor and any subcontractor under Contractor is subject to forfeiture of penalties to City, as provided under the provision of Section 1775 of the California Labor Code for each worker employed, for each calendar day or portion thereof, if such worker is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of the California Labor Code. Penalties shall be in addition to civil penalties, restitution of wages, liquidated damages to the employee, and any other applicable penalties imposed by the Labor Commissioner pursuant to the California Labor Code, or court of law.

By entering into this Contract, Contractor certifies that neither it nor any person or firm that has an interest in Contractor's firm is a person or firm that is barred from being awarded Public Works contracts by virtue of Section 1777.1 of the California Labor Code.

Contractor and any subcontractor under him shall submit, not less than monthly to the City and to the Labor Commissioner, certified copies of the payroll records for all said workers for the preceding month's pay periods, and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and the Contract Documents. Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner not less than monthly.

6. **APPRENTICESHIP EMPLOYMENT**: In accordance with the provisions of Section 1777.5 of the California Labor Code as amended, and in accordance with the Regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the Work.

Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by Contractor or any subcontractor under him.

Contractor and subcontractors under him shall comply with all requirements of Sections 1777.5 and 1777.6 of the California Labor Code in the employment of apprentices.

7. **LEGAL HOURS OF WORK**: Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Contract, and Contractor, and any subcontractor under him, shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

Contractor and any subcontractor under Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25) for each worker employed in the execution of this Contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of said California Labor Code.

8. **PUBLIC WORKS CONTRACTOR REGISTRATION**: Pursuant to California Labor Code Division 2, Part 7, Chapter 1, Article 2, a contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work with City, as defined in said chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the same. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor shall cause job site notices to be posted as prescribed by regulation.

9. **NON-DISCRIMINATION**: No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor and subcontractor under Contractor for public works violating this section is subject to all of the penalties imposed for a violation of Chapter I of the Labor Code in accordance with the provisions and of Section 1735 of said Code.

10. **CONTRACTOR'S LIABILITY; INDEMNIFICATION**: City, its elected officials, officers, agents and employees, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage

to any person or persons, either worker, employees of Contractor or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the active negligence or willful misconduct of City, Tri Lake Consultants, Inc., its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work, or at any time before its completion and final acceptance.

Contractor will indemnify City of Perris, Tri Lake Consultants, Inc., its elected officials, officers, agents and employees against and will hold and save them harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with this Contract, the Work, operation, or activities of Contractor, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive negligence, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the active negligence or willful misconduct of City, Tri Lake Consultants, Inc., its employees, servants, or independent contractors who are directly responsible to City, and in connection therewith:

- a. Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all cost and expenses, including attorney's fees incurred in connection therewith.
- b. Contractor will promptly pay any judgment rendered against Contractor, or City, Tri Lake Consultants, Inc., or its elected officials, agents or employees, covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder, and Contractor agrees to save and hold the same harmless therefrom.
- c. In the event City/Tri Lake Consultants, Inc. is made a party to any action or proceeding filed or prosecuted against Contractor for damages or other claims arising out of or in connection with the work, operation, or activities of Contractor hereunder, Contractor agrees to pay to City any and all costs and expenses incurred by City/Tri Lake Consultants, Inc. in such action or proceeding together with reasonable attorney's fees.
- d. Any payments due to Contractor under this Contract may be retained by City until disposition has been made of actions or claims for damage described herein.

**11. SUBCONTRACTOR COMPLIANCE:** Contractor shall be responsible for the

compliance by any subcontractor or lower tier subcontractor under it with this Contract, all State and Federal laws, codes and regulations, and Municipal Ordinances and Regulations of City.

12. **THIRD PARTY CLAIM**: Contractor shall notify City within 72 hours of the receipt of any third-party claim relating to this Contract.
13. **CONTRACT PRICE AND PAYMENT**: City shall pay Contractor for furnishing the material and doing the prescribed Work per the unit prices set forth in the Contractor's Bid. Contractor agrees to monthly progress payments as described in the Contract Documents.

No expenditure from the Construction Contingency ("Contingency") for any labor, equipment, materials, or any other article or service whatsoever, provided in relation to the Work shall be made without the prior written approval of City. Such expenditures and/or payments from the Contingency shall be made only pursuant to a Change Order signed by both parties. Verbal authorization to proceed with additional work shall not satisfy the requirement for a signed Change Order. No Change Orders combined shall exceed the Contract Amount plus the Contingency. The Contingency is for the sole and exclusive benefit and use of City for adjustments to the Contract Amount. The establishment of the Contingency is not to be construed as a promise, representation, or guarantee of the amount of compensable changes that may occur, which may be substantially more or less than the Contingency. Upon final completion and final payment, any portion of the Contingency that has not been expended by City for compensable changes expressly authorized by Change Order shall not be part of the total Contract Amount and shall not be payable or owed to Contractor.

14. **RIGHTS, TITLE, INTEREST**: In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. [California Public Contract Code Section 7103.5(b)]
15. **DEFECTIVE WORK**: City's inspection of the Work and the Project shall not relieve Contractor of any obligations to fulfill this Contract and complete the Project in accordance with the Contract Documents. Defective work and materials shall be made good. Failure



of City to identify a defect, or failure of an inspector to reject any portion of the Work, is not acceptance or a waiver of poor workmanship notwithstanding payments or release of any retention in whole or in part, and shall not be construed to waive any of City's rights or remedies under this Contract.

16. **TERMINATION**: City may terminate this Contract in whole or in part for cause or convenience by giving ten (10) calendar days written notice. Where Contractor's services have been so terminated by City, said termination shall not affect any right or remedy of City against Contractor or the Surety, then existing or accrued thereafter.

A. **TERMINATION FOR CAUSE**: It is City's right to terminate this Contract upon the occurrence of any of the following events by default of Contractor: (1) Contractor refuses or fails to perform the Work required under this Contract with diligence to ensure substantial completion of the Project by the Completion Date. Termination shall be effective if Contractor does not cure its failure to perform in a manner acceptable to City within ten (10) calendar days of notice of termination. Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes, or other forces over which he has no control; (2) Contractor fails to comply with the provisions of this Contract; (3) Contractor violates any ordinance, regulation, State or Federal Law which applies to its performance under this Contract; (4) Contractor files bankruptcy or otherwise becomes insolvent; (5) Contractor makes a general assignment for the benefit of creditors; (6) a trustee or receiver is appointed for the Contractor or his property; (7) Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (8) Contractor has abandoned the Work or the Project, and/or; (9) Contractor disregards proper directives of the Architect, Inspector, or City Engineer under the Contract Documents. It will be at City's sole discretion to allow Contractor to remedy each cause for the termination without waiving City's right to terminate this Contract or restricting any other right or remedy under this Contract or law.

In the event that this Contract is terminated for cause, City may take over the Work and may exclude Contractor from the Project site. In exercising the right to complete the Project, City, at its sole discretion, may pursue such in a manner that is cost effective, timely, and beneficial to City, including but not limited to demanding that the Surety take over and complete the Work. City may demand that the Surety not utilize Contractor in said performance of completing the Work. Upon failure of the Surety to begin completion of the Work, within fifteen (15) calendar days after demand thereof, City may take over the Work

and pursue its completion.

Contractor and the Surety shall be liable for damages sustained by City from the termination of this Contract under this clause, including, without limitation all cost necessary for repair and completion of the work.

City shall have the right to withhold monies otherwise payable to Contractor until the Project is complete. If City incurs additional costs, expenses, or other damages due to the failure of Contractor to perform the Work pursuant to this Contract, said expenditures shall be deducted from the amounts withheld. Should there be a balance of monies held after all expenses have been paid, the balance will be paid to Contractor upon completion of the Project.

- B. **TERMINATION FOR CONVENIENCE**: City may terminate this Contract at any time for environmental considerations, its convenience, or when it is in the best interest of City.

Upon such termination, payment to Contractor shall be the actual cost of the Work completed, suitable storage and protection of materials and equipment delivered to the site, but not yet incorporated into the Work, and other costs actually incurred as permitted by this Contract and approved by City up to the effective date of termination. Ten percent (10%) of the actual cost of Work completed shall be allowed for overhead and profit providing that such payments do not exceed the total Contract Amount. The amount of any payments made to Contractor prior to the effective termination date shall be deducted from the actual costs of completed Work. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of termination of this Contract.

- C. **DISCONTINUE WORK**: Upon receipt of the termination notice, Contractor shall immediately discontinue the Work and placement of orders for materials, facilities and supplies in connection with the performance of this Contract, unless otherwise directed in the notice. Contractor shall promptly deliver to City all completed work, including plans, as-builts, forms, reports, and products. Any dispute regarding the amount owed to Contractor shall not diminish the right of City to receive and use such documents or materials.

17. **ATTORNEY FEES**: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Contract, the prevailing party shall recover its reasonable attorney's fees and costs incurred with respect thereto.

18. **ACCOUNTS AND RECORDS**: Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three (3) years after the expiration of this Contract, unless permission to destroy them is granted by the City.
19. **CONFLICTS OF INTEREST**: No officer or employee of City shall have any financial interest in this Contract nor shall any such officer or employee participate in any decision relating to the Contract which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Contract.
20. **AUTHORITY TO EXECUTE**: The persons executing this Contract 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 Contract on behalf of said party, (iii) by so executing this Contract, such party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any other agreement to which said party is bound.
21. **VENUE**: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Contract shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

**Contractor**

State of California

Contractor's License No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Contractor's Business Tele. #: (\_\_\_\_) \_\_\_\_\_ Emergency Tele. #: (\_\_\_\_) \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

( S E A L )

Signature must be that of a duly authorized representative (Corporations require two signatures. Both must be officers of the company.)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

Title: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

Title: \_\_\_\_\_

**City**

City of Perris

Attest to:

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
Date

# ATTACHMENT 6

Bid Results

EBS General Engineering, Inc.  
1345 QUARRY STREET STE 101  
CORONA CA 92879

Onyx Paving Company, Inc.  
2890 E. La Cresta Ave.  
Anaheim CA 92806

LC Paving & Sealing, Inc.  
620 Alpine Way  
Escondido CA 92029

Deark E&C, Inc.  
1830 W. 147th St.  
Gardena CA 90249

Hardy & Harper, Inc.  
32 Rancho Circle  
Lake Forest CA 92630

Bid Item #	Quantity	Unit	Description	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	1	L.S.	MOBILIZATION	\$ 25,000.00	\$ 25,000.00	\$ 27,000.00	\$ 27,000.00	\$ 49,000.00	\$ 49,000.00	\$ 40,000.00	\$ 40,000.00	\$ 25,000.00	\$ 25,000.00
2	1	L.S.	TRAFFIC CONTROL	\$ 26,500.00	\$ 26,500.00	\$ 48,000.00	\$ 48,000.00	\$ 73,000.00	\$ 73,000.00	\$ 15,000.00	\$ 15,000.00	\$ 42,515.00	\$ 42,515.00
3	1	L.S.	WATER POLLUTION CONTROL, WOMP COMPLIANCE	\$ 8,500.00	\$ 8,500.00	\$ 11,490.00	\$ 11,490.00	\$ 9,100.00	\$ 9,100.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
4	1	L.S.	CLEARING & GRUBBING, WEED KILL, TREE REMOVALS	\$ 92,650.00	\$ 92,650.00	\$ 69,000.00	\$ 69,000.00	\$ 60,000.00	\$ 60,000.00	\$ 35,000.00	\$ 35,000.00	\$ 25,000.00	\$ 25,000.00
5	1	L.S.	STRIPING, SIGNING, AND PAVEMENT MARKERS	\$ 13,335.00	\$ 13,335.00	\$ 11,000.00	\$ 11,000.00	\$ 19,500.00	\$ 19,500.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00
6	256	TN	ASPHALT CONCRETE (SLOT PAVING DETAIL PER SHEET 2)	\$ 216.00	\$ 55,296.00	\$ 285.00	\$ 72,960.00	\$ 308.00	\$ 78,848.00	\$ 300.00	\$ 76,800.00	\$ 600.00	\$ 153,600.00
7	11,690	S.F.	REMOVE AND REPLACE SIDEWALK	\$ 15.75	\$ 184,117.50	\$ 9.00	\$ 105,210.00	\$ 13.00	\$ 151,970.00	\$ 17.00	\$ 198,730.00	\$ 13.50	\$ 157,815.00
8	978	L.F.	REMOVE AND REPLACE TYPE A-6 CURB & GUTTER	\$ 60.00	\$ 58,680.00	\$ 55.00	\$ 53,790.00	\$ 63.00	\$ 61,614.00	\$ 140.00	\$ 136,920.00	\$ 65.00	\$ 63,570.00
9	104	EA	REMOVE AND REPLACE RESIDENTIAL DRIVEWAY	\$ 1,582.00	\$ 164,528.00	\$ 2,700.00	\$ 280,800.00	\$ 2,505.00	\$ 260,520.00	\$ 2,800.00	\$ 291,200.00	\$ 5,300.00	\$ 551,200.00
10	23	EA	REMOVE AND REPLACE CURB RAMP	\$ 6,280.00	\$ 144,440.00	\$ 5,800.00	\$ 133,400.00	\$ 4,950.00	\$ 113,850.00	\$ 8,000.00	\$ 184,000.00	\$ 7,300.00	\$ 167,900.00
11	1,050	S.F.	REMOVE AND REPLACE CROSS GUTTER AND SPANDREL	\$ 55.00	\$ 57,750.00	\$ 27.00	\$ 28,350.00	\$ 48.50	\$ 50,925.00	\$ 34.00	\$ 35,700.00	\$ 38.00	\$ 39,900.00
12	1	EA	REMOVE AND REPLACE COMMERCIAL DRIVEWAY WIDTH = 27 FEET	\$ 11,950.00	\$ 11,950.00	\$ 7,000.00	\$ 7,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,500.00	\$ 8,500.00
TOTAL					\$842,746.50		\$848,000		\$931,327		\$1,042,350		\$1,260,000



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** January 10, 2023

**SUBJECT:** Annexation of CUP 20-05100 to Maintenance District No. 84-1  
 Owner(s): Markham Street Partners, LLC  
 APN(s): 302-110-032 and 302-110-042, located along East Markham Street  
 Project: CUP 20-05100 - Truck and Trailer Facility

**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 CUP 20-05100 and setting a public hearing date of February 28, 2023

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

**BACKGROUND/DISCUSSION:** CUP 20-05100 is a construction located along East Markham Street within the Perris Valley Commerce Center Specific Plan that will contain a truck and trailer facility on a 9.5-acre lot. (See attached Boundary Map).

Annexation of CUP 20-05100 will allow the City to finance the annual maintenance of streetlight improvements installed in conjunction with this property. The project specifically benefits from three (3) proposed streetlights to be installed along the frontage of CUP 20-05100 on E. Markham Street and four (4) existing streetlights.

**BUDGET (or FISCAL) IMPACT:** The current maximum annual assessment is \$993.63. 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 *LVB*

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 CUP 20-05100 to Maintenance District No. 84-1

Consent:  x

Public Hearing:

Business Item:

Presentation:

Other:



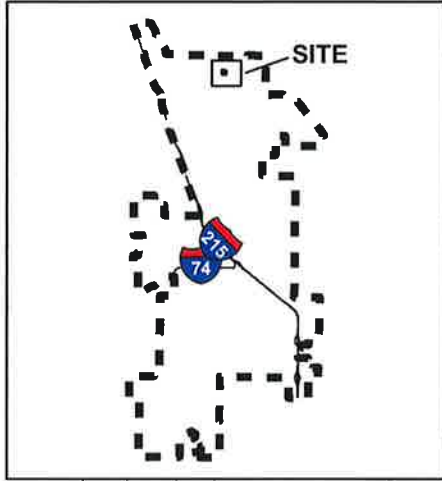
# Attachment No. 1

Vicinity Map

# DIAGRAM OF ANNEXATION OF CUP 20-05100 TO MAINTENANCE DISTRICT NO. 84-1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

## SITE LOCATION



**Legend**

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-110-042
2	302-110-032



## 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 CUP 20-05100 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 CUP 20-05100 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 CUP 20-05100 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 10th day of January, 2023.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 10th day of January, 2023, 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 CUP 20-05100  
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 CUP 20-05100  
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 10th day of January, 2023.

---

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 28th day of February, 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 10th day of January, 2023.

---

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 three (3) proposed streetlights and four (4) existing streetlights. The streetlights to be installed and maintained are shown on the plans and specifications prepared by Joseph E. Bonadiman & Associates, Inc., and entitled as:

“STREET LIGHT LOCATION PLAN MARKHAM STREET, CITY OF PERRIS, CALIFORNIA” and

“STREET IMPROVEMENT PLAN MARKHAM STREET, CITY OF PERRIS, CALIFORNIA”.

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. 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:

<u>Facility</u>	<u>Quantity</u>	<u>Annual Cost</u>	<u>Total Cost</u>
<b>Street Lights</b>			
9,500 Lumen	0	\$57.96	\$0.00
High-Output LED	7	\$89.40	625.80
Maintenance and Replacement	7	\$61.20	428.40
<b>Subtotal</b>			\$1,054.20
<b>Incidental Costs</b>			\$159.54
<b>City Contribution for Street Lights</b>		7	-\$31.44
<b>Balance to Assessment</b>			\$993.63

**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:

$$\frac{1.0 \text{ Assessed Acre}}{4.2 \text{ Benefit Units}} \times \frac{\$993.63}{5.11 \text{ AC}} = \$46.28 \text{ per Benefit Unit}$$

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:

<b>Parcel</b>	<b>APN</b>	<b>Net Acreage</b>	<b>Taxable Acreage</b>	<b>Benefit Units</b>	<b>Estimated Maximum Annual Assessment</b>
1	302-110-032	5.00	2.68	11.26	\$521.11
2	302-110-042	4.54	2.43	10.21	472.52
<b>Total</b>		<b>9.54</b>	<b>5.11</b>	<b>21.47</b>	<b>\$993.63</b>

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 CUP 20-05100. Said boundary is designated as "Diagram of Annexation of CUP 20-05100 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 CUP 20-05100  
To Maintenance District No. 84-1  
City of Perris**

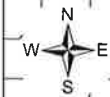
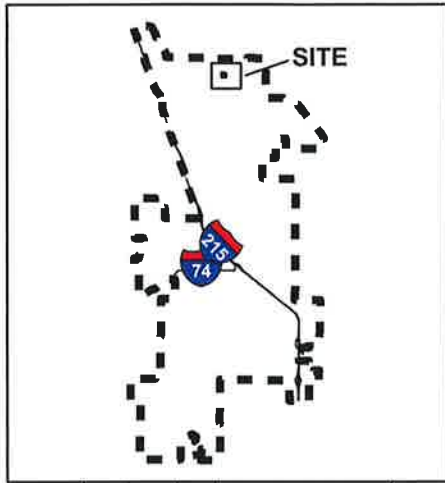
<b>Assessment Number</b>	<b>Assessor Parcel Number</b>	<b>Estimated Annual Assessment</b>	<b>Fiscal Year 2022/2023</b>
1	302-110-032	\$521.11	\$0.00
2	302-110-042	472.52	0.00
	<b>Total</b>	<b>\$993.63</b>	<b>\$0.00</b>

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



# DIAGRAM OF ANNEXATION OF CUP 20-05100 TO MAINTENANCE DISTRICT NO. 84-1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

## SITE LOCATION



### Legend

-  ANNEXATION BOUNDARY
-  MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-110-042
2	302-110-032



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: 12/5/22

  
Signature

SEE ATTACHED  
NOTARIZED CERTIFICATE  
INITIAL efj

List Property Owner Name and Mailing Address

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )  
On December 6, 2002 before me, Monica Gomez, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Babak Nassirzadeh  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.  
Signature Monica Gomez  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**  
Title or Type of Document: Consent And waiver to annexation  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

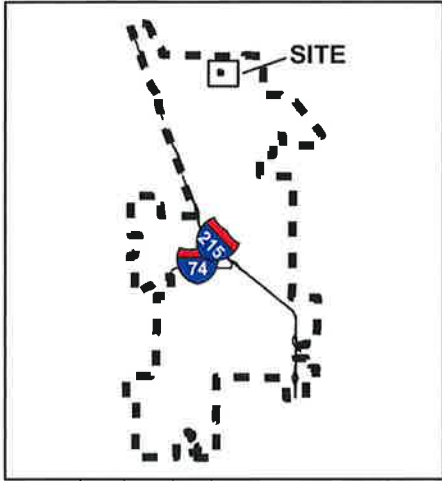
**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

# EXHIBIT A TO CONSENT AND WAIVER ANNEXATION OF CUP 20-05100 TO MAINTENANCE DISTRICT NO. 84-1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

## SITE LOCATION



**Legend**

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-110-042
2	302-110-032



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 CUP 20-05100 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 10th day of January, 2023, 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 CUP 20-05100 ; 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 10th day of January, 2023.

---

Mayor, Michael M. Vargas

Attest:

---

City Clerk, Nancy Salazar

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

I, Nancy Salazar, City CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 10th day of January, 2023, 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 CUP 20-05100 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 FEBRUARY 28, 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 10th day of January, 2023, 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 CUP 20-05100 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 CUP 20-05100 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 CUP 20-05100, 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 February 28, 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 10th day of January, 2023.

\_\_\_\_\_  
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 10th day of January, 2023, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



**CITY OF PERRIS**  
**CITY COUNCIL**  
**AGENDA SUBMITTAL**

**MEETING DATE:** January 10, 2023

**SUBJECT:** Annexation of CUP 20-05100 to Landscape Maintenance District No. 1  
 Owner(s): Markham Street Partners, LLC  
 APN(s): 302-110-032 and 302-110-042, located along East Markham Street  
 Project: CUP 20-05100 - Truck and Trailer Facility

**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 CUP 20-05100 and setting a public hearing date of February 28, 2023

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

**BACKGROUND/DISCUSSION:** CUP 20-05100 is a construction located along East Markham Street within the Perris Valley Commerce Center Specific Plan that will contain a truck and trailer facility on a 9.5-acre lot. (See attached Boundary Map).

Annexation of CUP 20-05100 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 \$6,553.21. 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 W/B

Deputy City Manager EP

**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 CUP 20-05100 to Landscape Maintenance District No. 1

Consent:  x

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

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

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

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

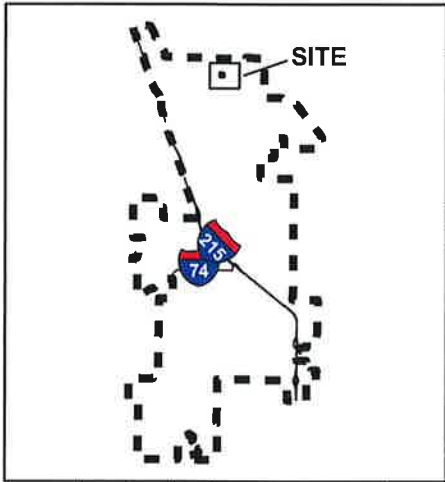
# Attachment No. 1

Vicinity Map

# DIAGRAM OF ANNEXATION OF CUP 20-05100 TO BENEFIT ZONE 167 LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

## SITE LOCATION



### Legend

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-110-042
2	302-110-032



## 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 167 CUP 20-05100 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 167 therein (hereinafter referred to as the "Benefit Zone 167"); 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 CUP 20-05100 be defined as that area to be annexed to Benefit Zone 167, 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 CUP 20-05100, to Benefit Zone 167, 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 10th day of January, 2023.

---

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 10th day of January, 2023, 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 CUP 20-05100  
To Benefit Zone 167, 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 CUP 20-05100  
To Benefit Zone 167, 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 10th day of January, 2023.

---

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 28th day of February, 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 10th day of January, 2023.

---

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 improvements to be maintained includes the landscaping, irrigation, and appurtenances within the E. Markham Street parkways along the frontage of CUP 20-05100. The improvements are to be maintained in perpetuity.

Reference is made to the following:

- "Truck Terminal Properties Landscape Maintenance District Off-Site Landscape Improvement Plans for CUP 20-05100, Markham Street, Perris, CA 92570," as prepared by Richard Pope and Associates Landscape Architecture, and
- "Street Improvement Plan Markham Street, City of Perris, California," as prepared by Joseph E. Bonadiman & Associates, Inc.

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-feet 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 167 (BZ 167).

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

<u>Parkways</u>	<u>Quantity</u>	<u>Unit*</u>	<u>Unit Cost</u>	<u>Years Occurrence</u>	<u>Annual Cost</u>
Maintenance	4,526	SF	\$0.54	1	\$2,444.04
Plant Replacement (2%)	15	EA	15.75	1	236.25
Tree Trimming	21	EA	100.00	2	1,050.00
Mulch	42	CY	30.00	3	420.00
Irrigation Repairs and Replacement Fund	4,526	SF	0.06	5	54.31
Irrigation Controller Replacement Fund	1	EA	7,500.00	10	750.00
Cobbled Rock Weed Control	502	SF	\$0.55	10	27.61
6" Mow Curb	608	LF	\$15.75	20	<u>478.80</u>
<b>Subtotal</b>					\$5,461.01
Incidentals					<u>\$1,092.20</u>
<b>Total Parkway Costs</b>					<b>\$6,553.21</b>

**\* Units Legend:**

CY = Cubic Yard

EA = Each

LF = Lineal Feet

SF =Square Feet

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 \$3,276.61.

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 167, 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 167, as shown on the Diagram, enclosed herein as Part 4.

The area within BZ 167 specifically benefits from the maintenance of improvements described above. CUP 20-05100 is conditioned for the improvements as a requirement for development.

The method of assessment is based on units, with 9.54 benefit units assigned to the net area within Benefit Zone 167. 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 167 is equal to \$686.92 per benefit unit. The

Benefit Units assigned and the corresponding current maximum annual assessment, per Parcel within Benefit Zone 167, are listed as follows:

<u>Parcel</u>	<u>Taxable Acreage/ Benefit Units</u>	<u>Maximum Annual Assessment</u>
302-110-032	5.00	\$3,434.60
302-110-042	4.54	3,118.61
<b>Total</b>	<b>9.54</b>	<b>\$6,553.21</b>

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 CUP 20-05100. Said boundary is designated as "Diagram of Annexation of CUP 20-05100 to Benefit Zone 167, 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 CUP 20-05100  
To Benefit Zone 167,  
Landscape Maintenance District No. 1, City of Perris**

<u>Assessment Number</u>	<u>Assessor Parcel Numbers</u>	<u>FY2022/2023 Maximum Annual Assessment</u>	<u>FY 2022/2023 Applied Assessment</u>
1	302-110-032	\$3,434.60	\$0.00
<u>2</u>	<u>302-110-042</u>	<u>3,118.61</u>	<u>0.00</u>
<b>Total</b>		<b>\$6,553.21</b>	<b>\$0.00</b>

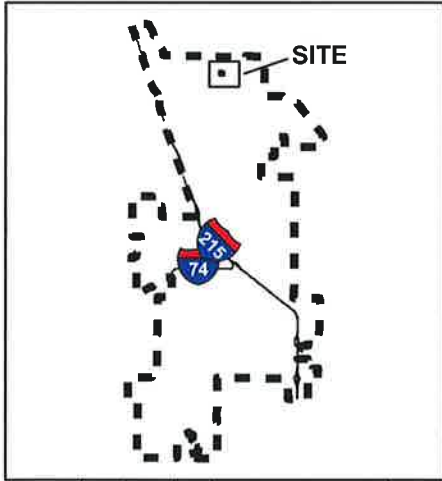
Each year the current maximum annual assessment shall be increased by an amount equal to the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics. If a deficit is projected for the upcoming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





# DIAGRAM OF ANNEXATION OF CUP 20-05100 TO BENEFIT ZONE 167 LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

## SITE LOCATION



- Legend**
-  ANNEXATION BOUNDARY
  -  MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-110-042
2	302-110-032



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: 12/5/22

  
Signature

SEE ATTACHED  
NOTARIZED CERTIFICATE  
INITIAL edg

List Property Owner Name and Mailing Address

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )  
On December 6, 2008 before me, Monica Gomez, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Babak Nassirzadeh  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Monica Gomez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

Description of Attached Document  
Title or Type of Document: Consent And waiver to annexation  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

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

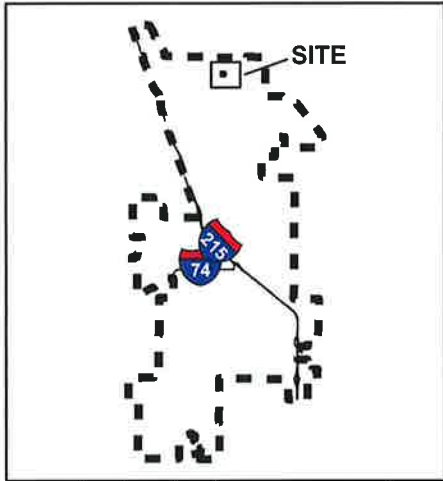
Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney In Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney In Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



# EXHIBIT A TO CONSENT AND WAIVER CUP 20-05100 TO BENEFIT ZONE 167 LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

## SITE LOCATION



**Legend**

-  ANNEXATION BOUNDARY
-  MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-110-042
2	302-110-032



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 CUP 20-05100 TO BENEFIT ZONE 167, 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 167 therein (hereinafter referred to as the "Benefit Zone 167"); and

**WHEREAS**, on the 10th day of January 10, 2023, 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 CUP 20-05100 to Benefit Zone 167; 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 10th day of January, 2023.

---

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 10th day of January, 2023, 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 167, 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 167, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF CUP 20-05100 TO BENEFIT ZONE 167, 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 FEBRUARY 28, 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 167 therein (hereinafter referred to as the "Benefit Zone 167"); 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 10th day of January, 2023, 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 167 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 CUP 20-05100 to Benefit Zone 167 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 CUP 20-05100. The landscaping, irrigation, and appurtenances to be maintained are the parkways on E. Markham Stret along the frontage of CUP 20-05100.

**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 CUP 20-05100 to Benefit Zone 167, 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 CUP 20-05100 to Benefit Zone 167, 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 \$686.92 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 February 28, 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 10th day of January, 2023.

---

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 10th day of January, 2023, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** January 10, 2023

**SUBJECT:** Annexation of parcels into CFD 2018-02 (Public Services District)  
– Annexation No. 16  
Markham Street Partners, LLC  
APN(s): 302-110-032 and 302-110-042, located along East Markham Street  
Project: CUP 20-05100 – Truck and Trailer Facility

**REQUESTED ACTION:** Adopt a Resolution of Intention to Annex Territory to CFD 2018-02 and setting a public hearing date of February 28, 2023

**CONTACT:** Matthew Schenk, Director of Finance

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

CUP 20-05100 is a construction located along East Markham Street within the Perris Valley Commerce Center Specific Plan that will contain a truck and trailer facility on a 9.5-acre lot. (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 February 28, 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 rate 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.

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**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

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Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

Assistant City Manager *WLB*

Deputy City Manager *EL*

**Attachments:**

1. Boundary Map
2. Perris CFD 2018-02 Annexation No. 16 Resolution of Intention

Consent: x

Public Hearing:

Business Item:

Presentation:

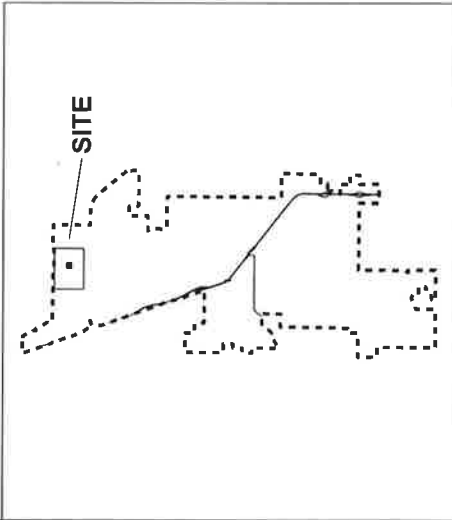
Other:



ATTACHMENT 1  
BOUNDARY MAP

# ANNEXATION MAP NO. 16 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

VICINITY MAP



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-110-042
2	302-110-032

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. 16, TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT), APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF PERRIS

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

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY  
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 23, 2018, IN BOOK 83 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 28 AS INSTRUMENT NUMBER 2018-0421949.

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

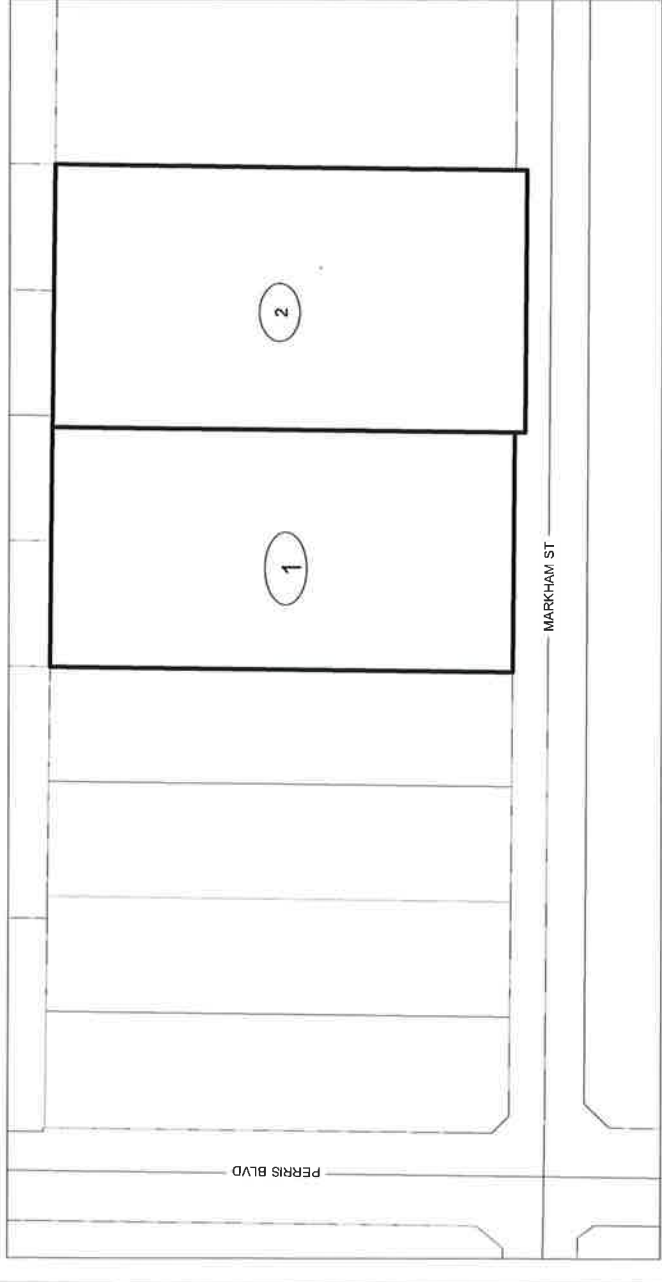
THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

**Legend**

- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



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



**ATTACHMENT 2**

**PERRIS CFD 2018-02 ANNEXATION NO. 16  
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. 16]***

**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. 16 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 28<sup>th</sup> day of February, 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 10<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
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 10th day of January, 2023, 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**

<b>Land Use Class</b>	<b>Land Use</b>	<b>Fiscal Year 2018-2019 Maximum Special Tax</b>
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**

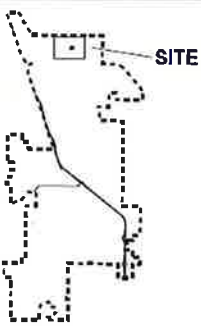
The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement, unless no longer required to pay for Authorized Services as determined at the discretion of the City.

# Exhibit B

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

### BOUNDARY MAP

VICINITY MAP



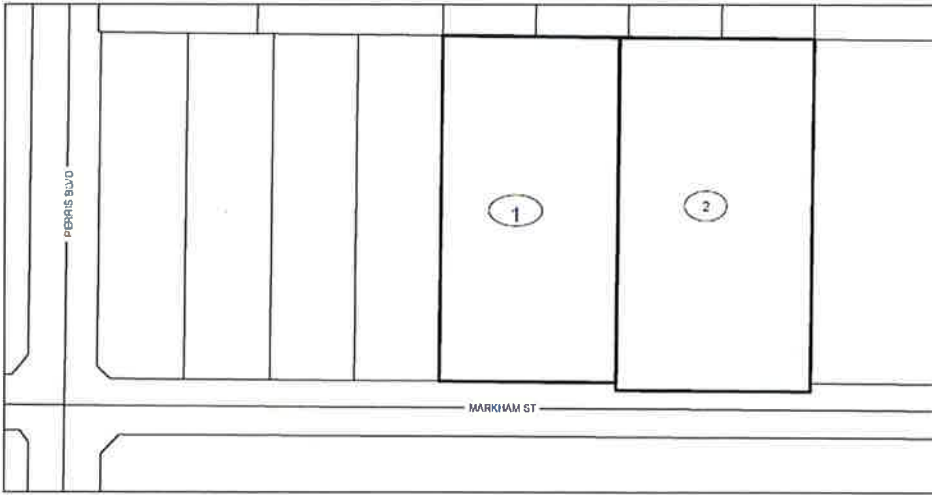
**ANNEXATION MAP NO. 16 TO  
COMMUNITY FACILITIES DISTRICT NO. 2018-02  
(PUBLIC SERVICES DISTRICT)**

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

SHEET 1 OF 1

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-110-042
2	302-110-032



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. 16, TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK  
CITY OF PERRIS

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

PETER ALDAMA, ASSESSOR-COUNTY CLERK-RECORDER

\_\_\_\_\_  
BY DEPUTY  
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA


REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 25, 2018, IN BOOK 93 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 28 AS INSTRUMENT NUMBER 2018-0421945.


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





27356 VIA INDUSTRIAL, SUITE #200  
TEMECULA, CA 92590  
(951) 587-3500



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** January 10, 2023

**SUBJECT:** Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 53  
 Owner(s): Markham Street Partners, LLC  
 APN(s): 302-110-032 and 302-110-042, located along East Markham Street  
 Project: CUP 20-05100 – Truck and Trailer Facility

**REQUESTED ACTION:** Adopt a Resolution of Intention to Annex Territory to CFD 2001-3 and setting a public hearing date of February 28, 2023

**CONTACT:** Matthew Schenk, Director of Finance

**BACKGROUND/DISCUSSION:** CUP 20-05100 is a construction located along East Markham Street within the Perris Valley Commerce Center Specific Plan that will contain a truck and trailer facility on a 9.5-acre lot. (See attached Boundary Map).

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

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

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for February 28, 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 rate for Fiscal Year 2022-23 is \$371.48 for Single-Family Residential Units, \$74.29 for Multi-Family Residential Units, and \$1,485.95 per Acre for Non-Residential Parcels. For each subsequent fiscal year following Fiscal Year 2022-2023, the



Maximum Special Tax may be increased by an amount not to exceed two percent (2.00%) per year.

---

**BUDGET (or FISCAL) IMPACT:**

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

---

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

Assistant City Manager MB

Deputy City Manager ER

**Attachments:**

1. Boundary Map
2. Perris CFD 2001-3 Annexation No. 53 Resolution of Intention

Consent: x

Public Hearing:

Business Item:

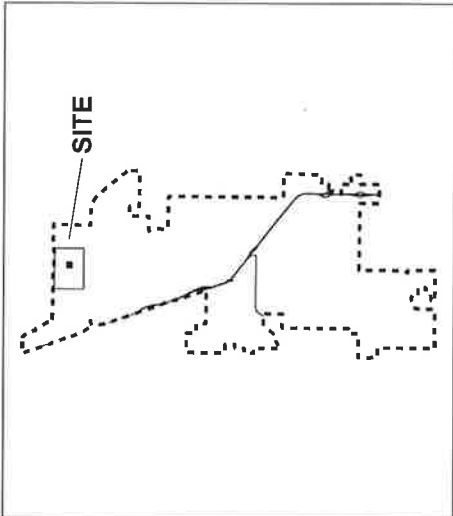
Presentation:

Other:

ATTACHMENT 1  
BOUNDARY MAP

# ANNEXATION MAP NO. 53 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

VICINITY MAP



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-110-042
2	302-110-032

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

\_\_\_\_\_  
CITY CLERK  
CITY OF PERRIS

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

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

\_\_\_\_\_  
BY DEPUTY  
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

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

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

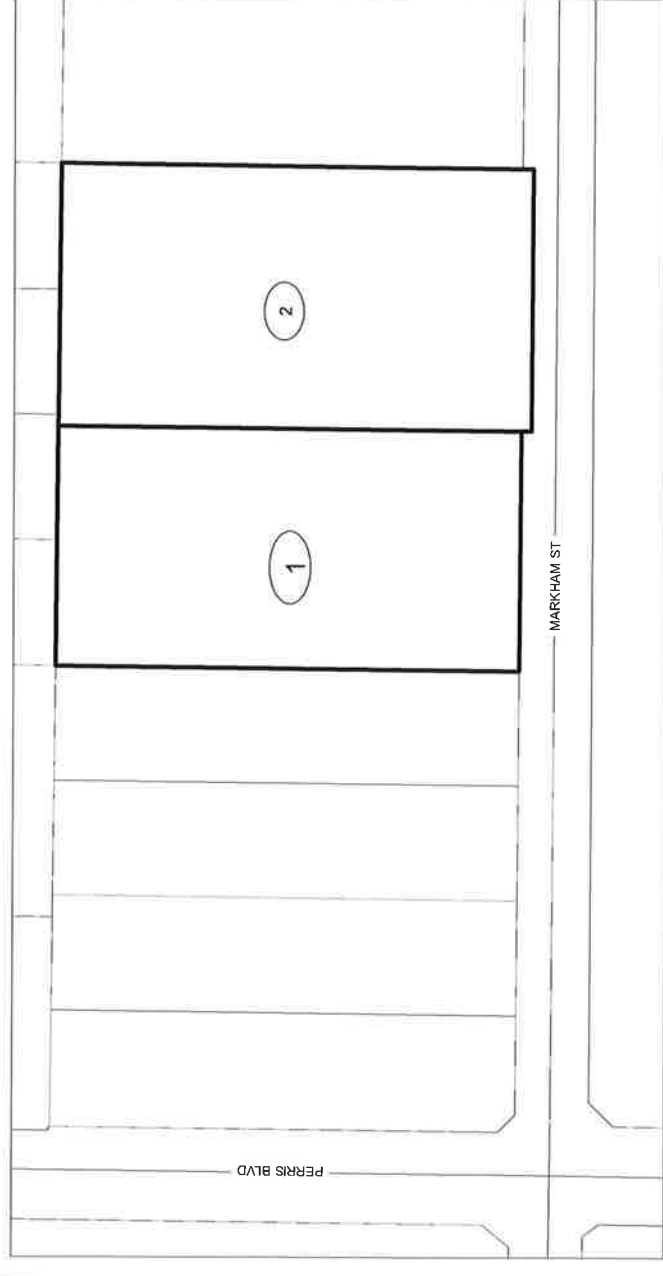
THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

**Legend**

- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



27568 VIA INDUSTRIA, SUITE #200  
TEMECULA, CA 92590  
(951) 967-3500



**ATTACHMENT 2**

**PERRIS CFD 2001-3 ANNEXATION NO. 53  
RESOLUTION OF INTENTION**

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 53]**

**WHEREAS**, the City Council (the "Council") of the City of Perris, California (the "City"), on December 11, 2001, has adopted its resolution of intention (the "Resolution of Intention") stating its intention to form Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, within the territory described more fully on the map entitled "Boundary Map, County of Riverside, California, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris," a copy of which is on file with the City Clerk of the City of Perris; and

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

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

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

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

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

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

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

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

**Section 2.** It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled "Annexation Map No. 53 to Community Facilities District No. 2001-3 (North Perris Public Safety)" that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit "B". The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

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

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

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

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

**Section 5.** Notice is hereby given that on the 28<sup>th</sup> day of February 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 10<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
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 10<sup>th</sup> day of January,  
2023, by the following called vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

Exhibit A

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

**SPECIAL TAX RATE AND METHOD OF APPORTIONMENT**

**A. BASIS OF SPECIAL TAX LEVY**

A Special Tax shall be levied on all Taxable Property in Community Facilities District No. 2001-3 (“District”), North Perris Public Safety of the City of Perris and collected each fiscal year commencing in Fiscal Year 2005/06 in an amount determined by the Council through the application of this Rate and Method of Apportionment of the Special Tax. All of the real property in the District unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**B. DEFINITIONS**

**Act** means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

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

**Annual Cost(s)** means for each fiscal year, the total of 1) the estimated cost of services provided through the Police & Fire Protection Program adopted by the City; 2) Administrative Expenses, and 3) any amounts needed to cure actual or projected delinquencies in Special Taxes for the current or previous fiscal year.

**Annual Tax Escalation Factor** means an increase in the Maximum Special Tax Rate each year following the Base Year in an amount not to exceed 2.00% annually.

**Base Year** means Fiscal Year ending June 30, 2006.

**City** means the City of Perris, California.

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

**County** means the County of Riverside, California.

**Developed Parcel** means for each fiscal year, each Parcel for which a building permit for new construction or renovations was issued prior to March 1 of the previous fiscal year.

**District** means the Community Facilities District No. 2001-3, ("CFD 2001-3), North Perris Public Safety of the City of Perris.

**Exempt Parcel** means any Parcel that is not a Residential Parcel or a Non-Residential Parcel. Exempt Parcels are exempt from the levy of Special Taxes.

**Finance Director** means the Finance Director for the City of Perris or his or her designee.

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

**Maximum Special Tax** means the greatest amount of Special Tax that can be levied against a Parcel in a given fiscal year calculated by multiplying the Maximum Annual Special Tax Rate by the relevant acres or units of the Parcel.

**Maximum Special Tax Rate** means the amount determined pursuant to Section D below, which will be used in calculating the Maximum Special Tax for a Parcel based on its land use classification. Each fiscal year following the Base Year, the Maximum Special Tax Rate shall be increased in accordance with the Annual Tax Escalation Factor and otherwise adjusted as provided in this Special Tax Rate and Method of Apportionment.

**Maximum Special Tax Revenue** means the greatest amount of revenue that can be collected in total from a group of Parcels by levying the Maximum Special Tax.

**Multi-Family Residential Unit** means each multi-family attached residential unit located on a Developed Parcel.

**Non-Residential Acres** means the acreage of a Non-Residential Parcel. The acreage assigned to such a Parcel shall be that shown on the County assessor's parcel map.

**Non-Residential Parcel** means a Developed Parcel for which a building permit(s) was issued for private non-residential use. Non-Residential Parcels do not include Parcels that are intended to be, (1) publicly owned or owned by a regulated public utility, or (2) assigned minimal value or is normally exempt from the levy of general *ad valorem* property taxes under California law, including homeowners association property, public utility, public streets; schools; parks; and public drainage ways, public landscaping, greenbelts, and public open space.

**Parcel** means a lot or parcel shown on an assessor's parcel map with an assigned assessor's parcel number located in the District based on the last equalized tax rolls of the County.

**Police & Fire Protection Program** means a program adopted by the Council pursuant to Section 53313 of the Act for the provision, in a defined area of benefit, of police and fire protection services that are in addition to those services that would be provided to the area of the District if the District were not in existence.

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

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

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

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

**C. DURATION OF THE SPECIAL TAX**

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

**D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES**

**1. Classification of Parcels**

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

**2. Maximum Special Tax Rates**

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

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

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

**E. SETTING THE ANNUAL SPECIAL TAX LEVY**

The Special Tax levy for each Parcel of Taxable Property will be established annually as follows:

1. Compute the Annual Costs using the definitions in Section A.
2. Calculate the available special tax revenues by taxing each Parcel of Taxable Property at 100.00% of its Maximum Special Tax. If revenues are greater than the Annual Costs, reduce the tax proportionately against all Parcels until the tax levy is set at an amount sufficient to cover Annual Costs.
3. Levy on each Parcel of Taxable Property the amount calculated above. No Special Tax shall be levied on Exempt Parcels.

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

**F. ADMINISTRATIVE CHANGES AND APPEALS**

The Finance Director or designee has the authority to make necessary administrative adjustments to the Special Tax Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director will then promptly review the appeal, and if necessary, meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, a recommendation at that time will be made to the Council and, as appropriate, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

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

**G. MANNER OF COLLECTION**

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

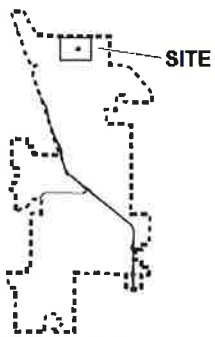
Exhibit B

COMMUNITY FACILITIES DISTRICT NO. 2001-3  
(NORTH PERRIS PUBLIC SAFETY)  
OF THE CITY OF PERRIS, ANNEXATION NO. 53

BOUNDARY MAP

SHEET 1 OF 1

VICINITY MAP



ANNEXATION MAP NO. 53 TO  
COMMUNITY FACILITIES DISTRICT NO. 2001-3  
(NORTH PERRIS PUBLIC SAFETY)

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-110-042
2	302-110-032

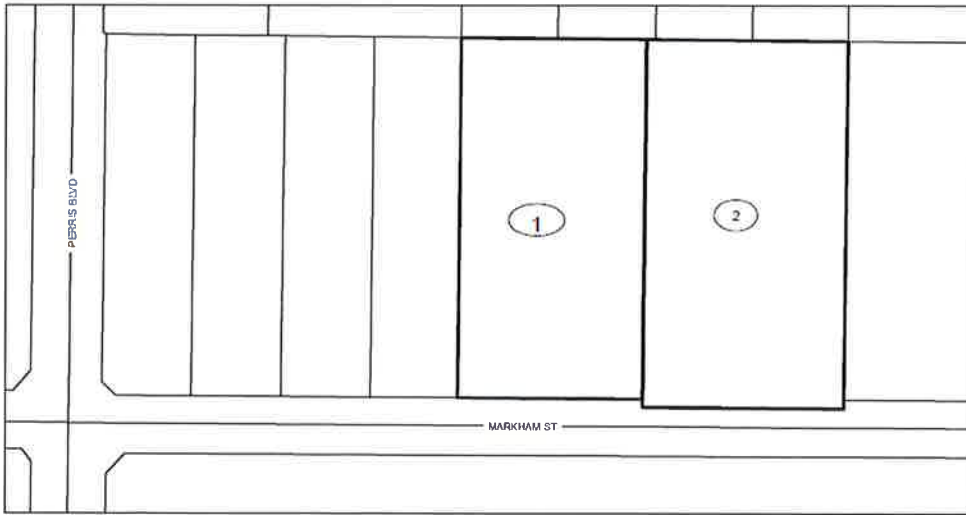
FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 53, TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF PERRIS

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

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER



BY DEPUTY  
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 15, 2001, IN BOOK 50 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 48.

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

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

Legend

- ① MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



**WILLDAN**  
27368 VIA INDUSTRIA, SUITE #200  
TEMECULA, CA 92590  
(951) 947-3600



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

- MEETING DATE:** January 10, 2023
- SUBJECT:** Resolutions declaring intent to form proposed Community Facilities District No. 2023-1 (Rockview Heights) of the City of Perris (the “CFD”) and authorize future bonded indebtedness in the amount not to exceed \$10,000,000. The CFD is located at the southwest corner of Metz Road and A Street. Tentative Tract Map No. 37181.
- REQUESTED ACTION:** That the City of Perris (the “City”) adopt the following resolutions, respectively:
1. RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ROCKVIEW HEIGHTS) OF THE CITY OF PERRIS AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ROCKVIEW HEIGHTS) OF THE CITY OF PERRIS
  2. RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO INCUR BONDED INDEBTEDNESS IN THE AMOUNT NOT TO EXCEED \$10,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ROCKVIEW HEIGHTS) OF THE CITY OF PERRIS
- CONTACT:** Matthew Schenk, Director of Finance

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#### BACKGROUND/DISCUSSION:

The City has received a petition (the “Petition”) from the property owner, UCI Property Development Inc., a California corporation (the “Developer”) to create a community facilities district for the purpose of financing public facilities in connection with a planned development project. The proposed community facilities district will be designated as “Community Facilities District No. 2023-1 (Rockview Heights) of the City of Perris”. The CFD is located at the southwest corner of Metz Road and A Street. The CFD encompasses approximately 28.25 acres and is planned for 145 single family residential units. The Petition authorizes the levy of special taxes, the issuance of bonds and establishment of an appropriations limit for the CFD. In the Petition, the Developer waives certain requirements of the Mello-Roos Community Facilities Act of 1982,

as amended (the "Act") for establishing the CFD, including notices and time periods for conducting proceedings.

Community facilities district financing is a commonly used method of financing infrastructure and services for new development in California. Generally referred to as "Mello-Roos," this land-secured financing permits the local agency (i.e., the City) to issue bonds to pay for the public facilities and infrastructure costs and services of local development. Debt service on the bonds is paid from special taxes levied on real property within the CFD boundary.

#### FORMATION PROCESS

The proposed CFD will meet all requirements of the City's adopted local goals and policies. The term of the CFD will be for 50 fiscal years commencing in Fiscal Year 2023-24. The CFD will finance public infrastructure facilities and other governmental facilities with an estimated useful life of five years or longer, which the City, Eastern Municipal Water District ("EMWD"), or Perris Elementary School District ("PESD") is authorized by law to construct, acquire, own, operate or contribute revenue to. The proceedings to consider the establishment of the CFD will be initiated by the adoption of the two resolutions discussed below.

1. Adopt the Resolution of Intention to establish CFD No. 2023-1 and to authorize the levy of a special tax within CFD No. 2023-1. This resolution does the following: (a) accepts the Petition filed by the Developer with respect to the CFD; (b) describes the territory of the boundaries of the CFD; (c) describes the types of facilities and services that will be financed with the special taxes and proceeds of bonds; (d) describes the rate and method of apportionment of the special taxes to be levied in the CFD; (e) calls a public hearing to be held on February 28, 2023; and (f) describes the proposed voting procedures for the CFD.
2. Adopt the Resolution of Intention to incur bonded indebtedness of CFD No. 2023-1. This resolution states the not-to-exceed amounts for bonds to be issued by the CFD and declares that the special taxes to be levied within the CFD are to be used for direct payment of facilities, as well as the payment of the debt service on the bonds of the CFD. The resolution also calls a public hearing for February 28, 2023.

#### CONCLUSION AND NEXT STEPS

Adopting the attached resolutions of intention is the first step to establish the CFD, authorize special taxes and incur a bonded indebtedness. The formation of the CFD will occur after the public hearing, scheduled for February 28, 2023. At that hearing, the Council will be presented with information regarding the CFD, the special taxes, and public facilities and services. The public will also have the opportunity to comment on the CFD. After the conclusion of the public hearing, the Council may take the following actions:

1. Adopt a resolution of formation establishing the CFD
2. Call a special election
3. Conduct the election
4. Adopt a resolution declaring the results of the election



5. Introduce for first reading an ordinance authorizing the levy of special taxes

The adoption of the two resolutions of intention under consideration this evening will not commit the City Council to establish the CFD nor authorize the levy of special taxes or the issuance of bonds. The City Council may establish the CFD only after conducting the public hearing and election. Following the public hearing, the proposed schedule to complete the formation of the CFD is as follows:

- March 14, 2023: Second reading of ordinance authorizing special tax levy
- April 13, 2023: Special Tax Ordinance becomes effective

The resolutions and related documents have been prepared and reviewed by the City's finance team, which includes bond counsel, municipal advisor, and special tax consultant.

FISCAL IMPACT

The recommended action carries no immediate fiscal impact on the City. The formation of the CFD will occur after the public hearing, scheduled for February 28, 2023.

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**BUDGET (or FISCAL) IMPACT:** None. Costs will be paid out of the Developer Deposit received to pay for CFD formation costs pursuant to the Deposit and Reimbursement Agreement approved on October 25, 2022.

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Prepared by: Matthew Schenk, Director of Finance

**REVIEWED BY:**

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

Attachments:

Binder Containing all Documents on File with City Clerk and Made Part of the Record, including:

1. Vicinity Map
2. Landowners' Petition to create Community Facilities District (Including Consent and Waiver)
3. Resolution of Intention to establish CFD No. 2023-1 and authorize the levy of a special tax within CFD No. 2023-1
4. Resolution to Incur Bonded Indebtedness

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

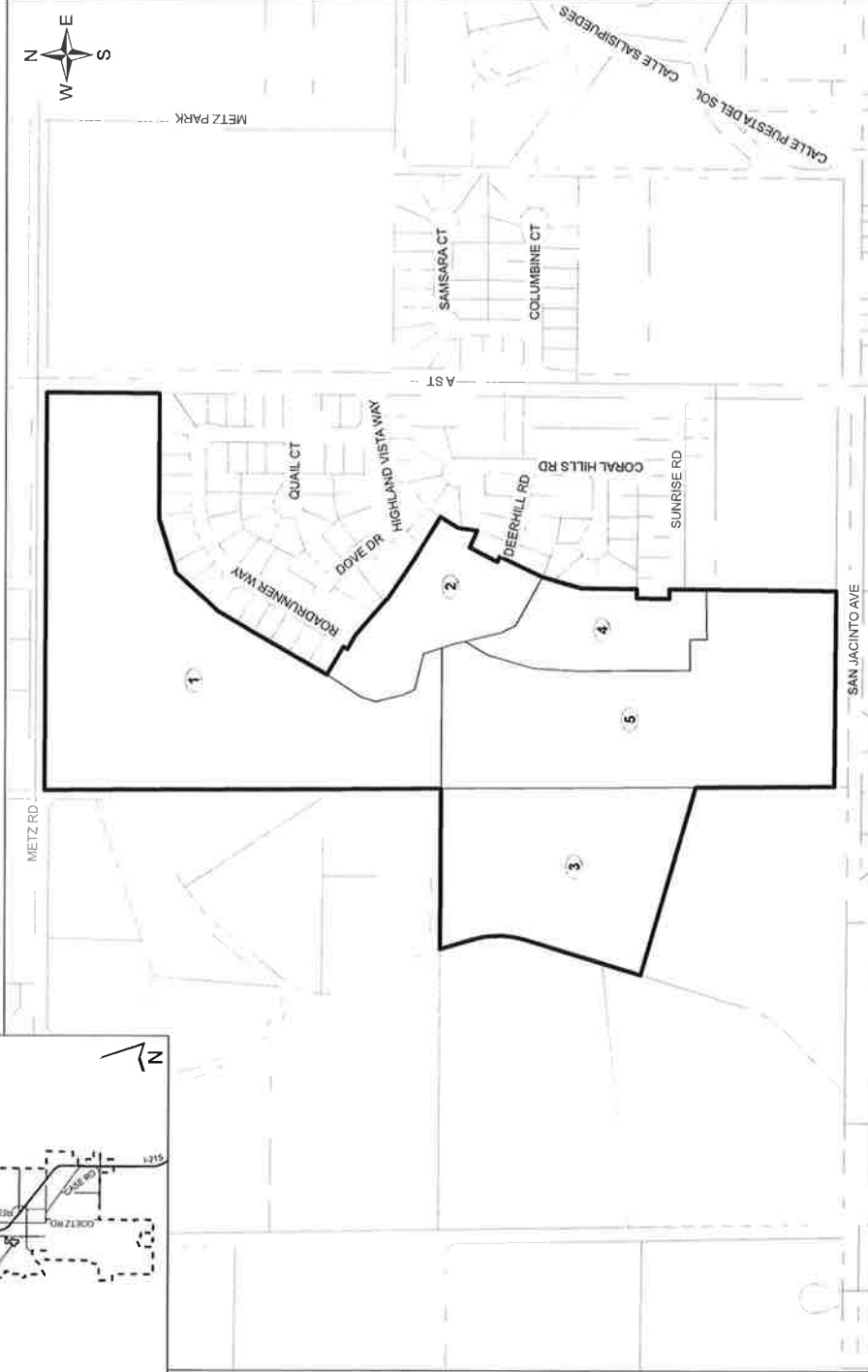
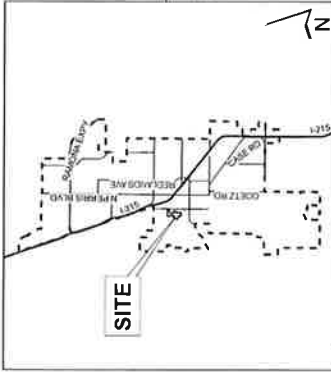
ATTACHMENT 1

VICINITY MAP

# MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ROCKVIEW HEIGHTS)

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

VICINITY MAP



I HEREBY CERTIFY THAT THE WITHIN MAP  
SHOWING THE PROPOSED BOUNDARIES OF  
COMMUNITY FACILITIES DISTRICT NO. 2023-1  
(ROCKVIEW HEIGHTS), 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  
THE OFFICE OF ASSESSOR/ASSISTANT ASSESSOR  
COMMUNITY FACILITIES DISTRICT NO. 2023-1  
IN THE OFFICE OF THE COUNTY RECORDER, COUNTY  
OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY  
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

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

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

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	311-080-033
2	311-080-035
3	311-090-009
4	311-090-016
5	311-090-020

**Legend**

- CFD No. 2023-1 District Boundary
- CITY OF PERRIS BOUNDARY
- Map Reference Number

**WILLDAN**  
27365 VIA INDUSTRIA, SUITE #200  
TERRACINA, CA 92590  
(951) 587-3500

## ATTACHMENT 2

LANDOWNERS' PETITION TO CREATE  
COMMUNITY FACILITIES DISTRICT  
(INCLUDING CONSENT AND WAIVER)

**PETITION TO CREATE A  
COMMUNITY FACILITIES DISTRICT  
(INCLUDING CONSENT AND WAIVER)**

December 22, 2022

City Council of the  
City of Perris  
101 N. D Street  
Perris, California 92570

Members of the City Council:

This letter shall serve as a formal petition (the "Petition") requesting that the City Council of the City of Perris (the "Council") institute proceedings pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), being Chapter 2.5 of Part 1 of Division 2 of title 5 (commencing with Section 53311) of the California Government Code to create a new community facilities district. The undersigned landowner does hereby certify under penalty of perjury that the following statements are all true and correct:

1. This Petition is submitted by UCI Property Development Inc., a California corporation (the "Petitioner"), as the record owner of 100% of the area of land proposed to be included within the new community facilities district (the "Property"). The Property is identified in Exhibit A attached hereto and hereby made a part of this Petition.

2. The Petitioner has the power and authority to execute and deliver this Petition to the Council of the City of Perris (the "City") and to give the consent and waiver contained herein with respect to the community facilities district to be established under the Act and designated as "Community Facilities District No. 2023-1 (Rockview Heights) of the City of Perris" (the "District"), which such District will include the Property. Moreover, the Petitioner has taken all action necessary to cause this Petition to be executed and delivered on its behalf, and this Petition has been duly and validly executed and delivered on behalf of the Petitioner.

3. The Petitioner hereby certifies that as of the date indicated opposite his/her signature, the landowner listed herein is the owner of all of the Property to be included in the District, which such boundary is further delineated in Exhibit A.

4. The Petitioner, pursuant to Section 53318 of the Act, hereby requests that the proceedings be commenced (i) to establish the District for the purpose of financing public facilities and fees of the City and/or the Eastern Municipal Water District and/or the Perris Elementary School District described in Exhibit B hereto (the "Facilities") and the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District, (ii) to authorize the levy of special taxes within the District to finance the Facilities, (iii) to authorize the issuance of one or more series of bonds of the District and (iv) to establish an appropriations limit for the District.

5. The Petitioner agrees that it has reviewed the proposed Rate and Method of Apportionment of Special Tax for the District (the "RMA") attached hereto as Exhibit C and made a part hereof, which RMA is proposed to be used by the City to levy the special tax in the District to pay for the Facilities and other authorized purposes. The final RMA will be approved at the completion of all proceedings to form the District by the City under the Act.

6. The Petitioner hereby requests that the special elections to be held under the Act to authorize the special taxes, to authorize the issuance of one or more series of bonds and to establish an appropriations limit for the District be consolidated into a single election.

7. In accordance with the provisions of the Act, and specifically Sections 53326(a) and 53327(b) thereof allowing certain time and conduct requirements relative to a special landowner election to be waived with the unanimous consent of all the landowners to be included in a community facilities district and concurrence of the election official conducting the election, the Petitioner (i) expressly consents to the conduct of the special election at the earliest possible time following the adoption by the Council of a resolution of formation establishing the District and (ii) expressly waives any requirement to have the special election conducted within the time periods specified in Section 53326 of the Act or in the California Elections Code.

8. The Petitioner waives any requirement for the mailing of the ballot for the special election and expressly agrees that said election may be conducted by mailed or hand-delivered ballot to be returned as quickly as possible to the designated election official, being the office of the City Clerk and the Petitioner requests that the results of said election be canvassed and reported to the Council at the same meeting of the Council as the public hearing on the formation of the District or the next available meeting.

9. The Petitioner expressly waives all applicable waiting periods for the election and waives the requirement for analysis and arguments relating to the special election, as set forth in Section 53327 of the Act or required by the California Government Code or California Elections Code, and consents to not having such materials provided to the landowner in the ballot packet, and expressly waives any requirements as to the form of the ballot.

10. The Petitioner expressly waives all notice and ballot requirements relating to hearings and special elections, whether by posting, publishing or mailing, and whether such requirements are found in the California Elections Code, the California Government Code or other laws or procedures.

11. The Petitioner represents and warrants that there are no registered voters residing on the Property and that it is the legal owner of the fee interest in one hundred percent (100%) of the Property proposed to be included in the District and that no other person or entity is the legal owner of all or any portion of the fee interest in any of such property. The Petitioner warrants that there are no liens or encumbrances on the Property in the favor of any lender, including but not limited to any deeds of trust, mortgages, or liens of a similar nature.

12. The Petitioner represents and warrants that there is no outstanding debt on the Property.

13. The Petitioner represents and warrants that the execution of this Petition and the casting of ballots by the Petitioner at the property owner election for the formation of the District shall not constitute an event of default or delinquency under any existing financing documents entered into by Petitioner secured by the land owned by the Petitioner within the District, including any “due-on-encumbrance” clause.

14. The Petitioner agrees to cooperate with the City, its attorneys and consultants, and provide all information and disclosures reasonably required by the City disclosing the special tax to purchasers of property in the district that are subject to the special tax.

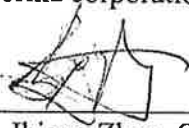
15. The Petitioner agrees to execute such additional or supplemental agreements as may be required by the City to provide for any actions and conditions under this Petition. The Petitioner further agrees that this Petition shall not be considered as filed with the City for purposes of commencing proceedings for the District under the Act unless and until deemed filed by the City in its absolute discretion.

16. It is the Petitioner’s intention to proceed as quickly as possible with forming the District.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we hereunto set our hands this December 22, 2022.

**UCI Property Development Inc.,**  
a California corporation

By:   
Jhiang Zhao, Chief Executive Officer

The formation encompasses the following property owned by the Petitioner:

Assessor's Parcel Number(s):

The address of the above owner for receiving notices is:

Attention: UCI Property Development Inc.  
40355 Winchester Road, # E124  
Temecula, CA 92591  
Tel. (951) 582-2910  
ATTN: Steve Letwinch

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF PERRIS THIS \_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk



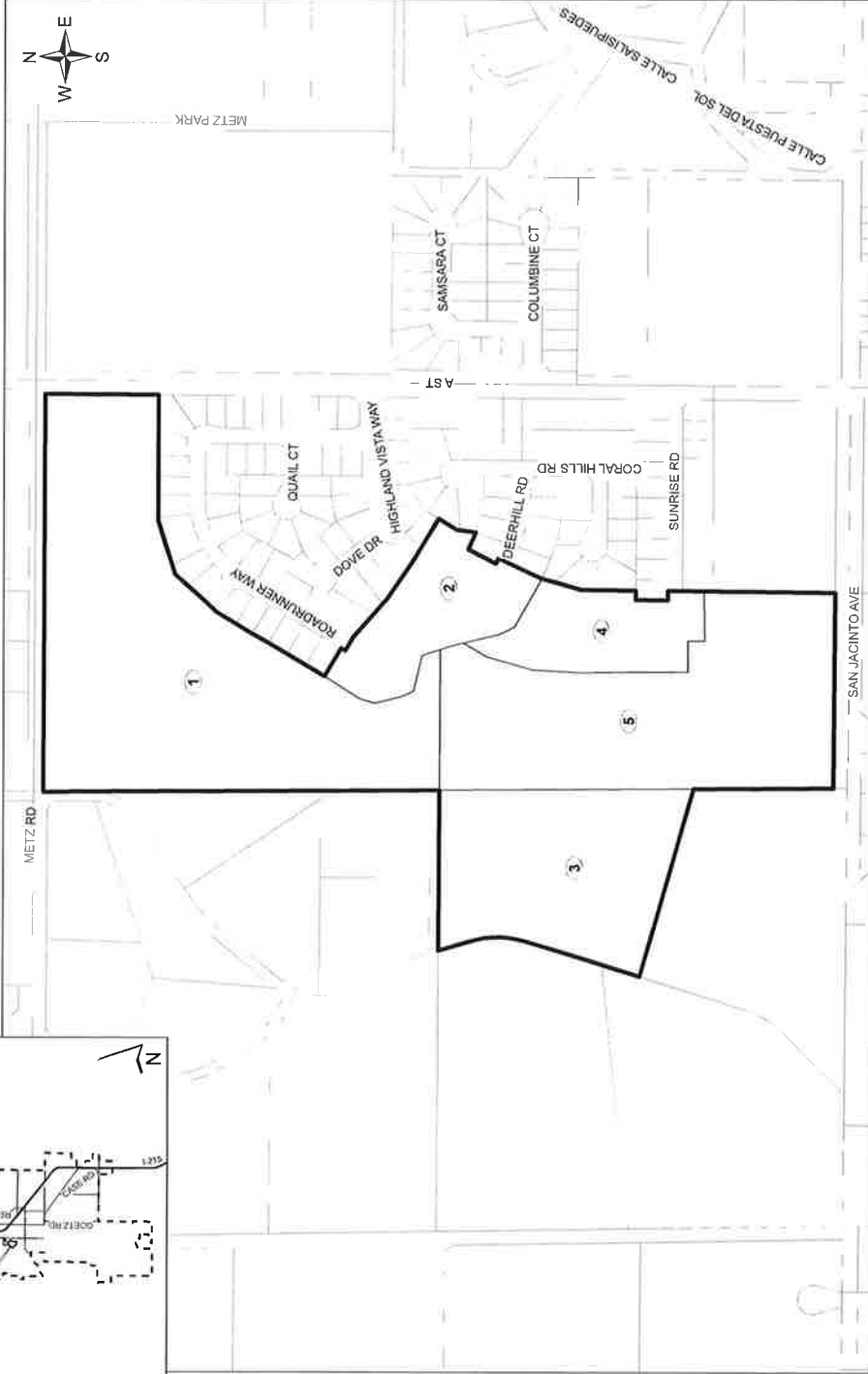
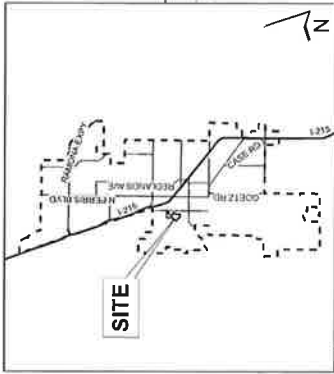
**EXHIBIT A**  
**PROPOSED BOUNDARY OF THE DISTRICT**

[SEE ATTACHED]

**MAP OF PROPOSED BOUNDARIES OF  
COMMUNITY FACILITIES DISTRICT NO. 2023-1  
(ROCKVIEW HEIGHTS)**

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

VICINITY MAP



FILED IN THE OFFICE OF THE CITY CLERK THIS  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

I HEREBY CERTIFY THAT THE WITHIN MAP  
SHOWING PROPOSED BOUNDARIES OF  
COMMUNITY FACILITIES DISTRICT NO. 2023-1  
(ROCKVIEW HEIGHTS), 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  
THE OFFICE OF ASSESSOR/ASSISTANT ASSESSOR  
COMMUNITY FACILITIES DISTRICTS (PAGES),  
IN THE OFFICE OF THE COUNTY RECORDER, COUNTY  
OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY  
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

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

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL  
CONTROL OVER ALL OTHERS CONCERNING THE LINES  
AND DIMENSIONS OF SUCH LOTS OR PARCELS.

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	311-080-033
2	311-080-035
3	311-090-009
4	311-090-016
5	311-090-020

**Legend**

- CFD No. 2023-1 District Boundary
- CITY OF PERRIS BOUNDARY
- Map Reference Number

**WILLDAN**  
27368 VIA INDUSTRIAL, SUITE #200  
TEMECULA, CA 92590  
(951) 387-3300

## **EXHIBIT B**

### **TYPES OF PUBLIC FEES AND FACILITIES**

The general description of the Facilities that may be acquired or constructed is as follows:

- Street facilities, including, but not limited to, major arterials, highways, bridge facilities, regional transportation facilities and streets, intersections, access ramps, roadways, sidewalk, curb, gutters, striping, lighting, traffic signalization, signage, landscaping of public streets and rights-of-way and appurtenant facilities;
- Storm control facilities, including, but not limited to, storm drains, channels, detention, headwalls, riprap pads, water quality basins, retention and/or catch basins and appurtenant facilities;
- Sewer improvements, sanitary sewers, including, but not limited to, lift stations, force mains, pump stations, transmission and main lines, valves, and appurtenant facilities;
- Domestic water facilities, including, but not limited to, reservoirs, pump stations, transmission lines, distribution facilities, main lines, valves, fire hydrants and appurtenant facilities;
- Park, recreational facilities, trails, open space and appurtenant facilities;
- Impact and other City or public agency fees, including but not limited to, Transportation Uniform Mitigation Fees, Development Impact Fees, school fees, water fees, drainage fees, sewer treatment and connection fees, water supply fees, water meter fees, water connection fees, storm drain fees, capital facilities' fees and other city or public agency fees and all capital facilities which are part of these fee programs and capital improvement programs;
- Incidental expenses;
- City facilities.

#### **OTHER**

The District may also finance any of the following:

1. Bond related expenses, including underwriters' discount, reserve fund, capitalized interest, financial advisor fees and expenses, bond and disclosure counsel, special tax consultant fees and expenses, dissemination agent fees and all other incidental expenses.
2. Administrative fees of the City and the Bond trustee or fiscal agent related to the District and the Bonds.

3. Reimbursement of costs related to the formation of the District advanced by the City or any related entity, or any landowner or developer within the District, as well as reimbursement of any costs advanced by the City or any related entity, or any landowner or developer within the District, for facilities or other purposes or costs of the District.

This description of the public capital facilities is general in nature. The final nature and location of improvements and facilities will be determined upon the preparation of final plans and specifications. The final plans and specifications may show substitutes in lieu of, or modifications to, proposed work. Any such substitution shall not be a change or modification in the proceedings as long as the facilities provide a service substantially similar to that as set forth in the city officer's report, containing a brief description of the facilities which will be required to adequately meet the needs of the District.

**EXHIBIT C**

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX  
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ROCKVIEW HEIGHTS)**

[SEE ATTACHED]

# RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

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## COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ROCKVIEW HEIGHTS)

A Special Tax shall be levied on all Taxable Property within the boundaries of Community Facilities District No. 2023-1 (Rockview Heights) of the City of Perris (“CFD No. 2023-1”) and collected each Fiscal Year commencing in Fiscal Year 2023-24, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2023-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

### 1. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“**Acre**” or “**Acreage**” 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. 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 following actual or reasonably estimated costs related to the administration of CFD No. 2023-1 including, but not limited to: the costs of preparing and computing the Annual Special Tax (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City, the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2023-1, or any designee thereof complying with arbitrage rebate requirements, including without limitation rebate liability costs and periodic rebate calculations; the costs to the City, CFD No. 2023-1, or any designee thereof complying with disclosure or reporting requirements of the City or CFD No. 2023-1, associated with applicable federal and State laws; 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. 2023-1, 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. 2023-1 for any other administrative purposes of CFD No. 2023-1, including attorney’s fees and other costs related to commencing and pursuing any foreclosure of delinquent Special Taxes.

“**Annual Special Tax**” means the Special Tax actually levied in any Fiscal Year on any Assessor’s Parcel.

“**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.

**“Assessor's Parcel Map”** means an official map of the Assessor designating parcels by Assessor’s Parcel Number.

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

**“Assigned Special Tax”** means the Special Tax of that name described in Section 3.A below.

**“Backup Special Tax”** means the Special Tax of that name described in Section 3.B below.

**“Bonds”** means any bonds or other Debt of CFD No. 2023-1, whether in one or more series, secured by the levy of Special Taxes.

**“Boundary Map”** means the map of the boundaries of CFD No. 2023-1 recorded on \_\_\_\_\_ in the Riverside County Recorder’s Office in Book \_\_, Page \_\_, of Maps of Assessments and Community Facilities Districts (instrument number \_\_ - \_\_).

**“Building Permit”** means a building permit for construction of a Residential Unit within CFD No. 2023-1 issued by the City.

**“Building Square Footage”** means all of the square footage of usable area within the perimeter of a primary residential structure, not including any carport, walkway, garage, overhang, or similar area. The determination of Building Square Footage shall be made by reference to the Building Permit(s) issued for such Assessor’s Parcel and/or by reference to appropriate records kept by the City.

**“Calendar Year”** means the period commencing January 1 of any year and ending the following December 31.

**“CFD Administrator”** means an authorized representative of the City, or designee thereof, responsible for determining the Special Tax Requirement, for preparing the Annual Special Tax roll and/or calculating the Backup Special Tax.

**“CFD No. 2023-1”** means the Community Facilities District No. 2023-1 (Rockview Heights) of the City of Perris.

**“City”** means the City of Perris, California.

**“Council”** means the City Council of the City acting as the legislative body of CFD No. 2023-1 under the Act.

**“County”** means the County of Riverside, California.

**“Debt”** means any binding obligation to pay or repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts.

**“Debt Service”** means for each Fiscal Year, the total amount of principal and interest payable on any Outstanding Bonds during the Calendar Year commencing on January 1 of such Fiscal Year.

**“Developed Property”** means for each Fiscal Year, all Taxable Property, exclusive of Provisional Property and Provisional Welfare Property, for which a Building Permit was issued prior to May 1 of the previous Fiscal Year. An Assessor’s Parcel classified as Developed Property but for which the Building Permit that caused such Assessor’s Parcel to be classified as Developed Property has been cancelled and/or voided prior to the Fiscal Year for which Special Taxes are being levied

shall be reclassified as Undeveloped Property, provided that the levy of the Annual Special Tax after such reclassification shall not be less than 1.1 times the annual Debt Service less Administrative Expenses on all Outstanding Bonds. If Bonds have not been issued, an Assessor's Parcel classified as Developed Property for which such a Building Permit has been cancelled and/or voided shall be reclassified as Undeveloped Property.

**“Exempt Property”** means for each Fiscal Year, all Assessor's Parcels designated as being exempt from Special Taxes pursuant to Section 8 below.

**“Final Map”** means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which Building Permits may be issued without further subdivision.

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

**“Indenture”** means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

**“Land Use Class”** means any of the classes listed in Table 1 under Section 3 below.

**“Lot”** means a parcel created by a Final Map on which a Residential Unit can be constructed.

**“Lower Income Households Welfare Exemption Property”** means, for each Fiscal Year, an Assessor's Parcel that is entitled to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County Assessor's roll finalized as of January 1 of the previous Fiscal Year; provided that such property shall not be classified as Lower Income Households Welfare Exemption Property if debt is outstanding and the property was subject to the Special Tax prior to receiving the exemption, in which case the property shall remain subject to the Special Tax and the Special Tax shall be enforceable against the property.

**“Maximum Special Tax”** means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Sections 3.C and 3.D below, which may be levied in a given Fiscal Year on such Assessor's Parcel of Taxable Property.

**“Non-Residential Property”** means all Assessor's Parcels of Developed Property for which a building permit has been issued for the purpose of constructing one or more non-residential units or facilities.

**“Outstanding Bonds”** means all Bonds, which are deemed to be outstanding under the Indenture.

**“Prepayment Amount”** means the amount required to prepay the Annual Special Tax obligation in full for an Assessor's Parcel as described in Section 6.A below.

**“Property Owner Association Property”** means any Assessor's Parcel within the boundaries of CFD No. 2023-1 owned in fee by a property owner association, including any master or sub-association.

**“Proportionately” or “Proportionate”** means for Developed Property, that the ratio of the actual Special Tax levy to the applicable Assigned Special Tax or Backup Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is



equal for all Assessor's Parcels of Undeveloped Property. **“Proportionately”** may similarly be applied to other categories of Taxable Property as listed in Section 4 below.

**“Provisional Property”** means all Assessor’s Parcels of Public Property, Property Owner Association Property or property that would otherwise be classified as Exempt Property pursuant to the provisions of Section 8, but cannot be classified as Exempt Property because to do so would result in the aggregate Special Taxes, less Administrative Expenses, levied on Developed Property to be less than 1.1 times the Debt Service on the Outstanding Bonds.

**“Provisional Welfare Property”** means all Assessor’s Parcels of Lower Income Households Welfare Exemption Property that would otherwise be classified as Exempt Property pursuant to the provisions of Section 8, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage as set forth in Section 8.

**“Public Property”** means any property within the boundaries of CFD No. 2023-1, which 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; 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 be taxed and classified in accordance with its use.

**“Residential Property”** means all Assessor’s Parcels for which a Building Permit has been issued for the purpose of constructing one or more Residential Units.

**“Residential Unit”** means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental, separate from adjacent residential dwelling units. This definition does not include Accessory Dwelling Units as defined in the State of California Government Code section 65852.2.

**“Special Tax”** means any special tax levied within CFD No. 2023-1 pursuant to the Act and this Rate and Method of Apportionment of Special Tax.

**“Special Tax Obligation”** means the total obligation of an Assessor’s Parcel of Taxable Property to pay the Special Tax for the remaining life of CFD No. 2023-1.

**“Special Tax Requirement”** means that amount required in any Fiscal Year to: (i) pay regularly scheduled Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Fees and Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not result in a levy beyond Step 1 of Section 4; and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

**“State”** means the State of California.

**“Taxable Property”** means all of the Assessor's Parcels within the boundaries of CFD No. 2023-1, which are not exempt from the levy of the Special Tax pursuant to law or Section 8 below.

**“Trustee”** means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Provisional Property.

**2. LAND USE CLASSIFICATION**

Each Fiscal Year, beginning with Fiscal Year 2023-24, each Assessor’s Parcel within CFD No. 2023-1 shall be classified as Taxable Property or Exempt Property. In addition, all Taxable Property shall further be classified as Developed Property, Undeveloped Property, Provisional Welfare Property, or Provisional Property, and all such Taxable Property shall be subject to the levy of Special Taxes in accordance with this Rate and Method of Apportionment of Special Tax determined pursuant to Sections 3 and 4 below. Furthermore, each Assessor’s Parcel of Developed Property and Provisional Welfare Property shall be classified according to its applicable Land Use Class based on its Building Square Footage.

**3. SPECIAL TAX RATES**

**A. Assigned Special Tax for Developed Property and Provisional Welfare Property**

The Assigned Special Tax applicable to an Assessor's Parcel classified as Developed Property or Provisional Welfare Property commencing in Fiscal Year 2023-24 shall be determined pursuant to Table 1 below.

**Table 1  
Assigned Special Tax**

Land Use Class	Land Use Type	Building Square Footage	Assigned Special Tax Per Residential Unit
1	Residential Property	≤ 1,900	\$2,319 per Residential Unit
2	Residential Property	1,901 – 2,100	\$2,419 per Residential Unit
3	Residential Property	2,101 – 2,300	\$2,519 per Residential Unit
4	Residential Property	2,301 – 2,500	\$2,663 per Residential Unit
5	Residential Property	2,501 – 2,700	\$2,736 per Residential Unit
6	Residential Property	2,701 – 2,900	\$2,810 per Residential Unit
7	Residential Property	2,901 – 3,100	\$2,969 per Residential Unit
8	Residential Property	> 3,100	\$3,139 per Residential Unit
9	Non-Residential Property	N/A	\$14,816 per Acre

Each July 1, commencing July 1, 2024, the Assigned Special Tax for Developed Property and Provisional Welfare Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

**B. Backup Special Tax for Developed Property and Provisional Welfare Property**

The Backup Special Tax for Developed Property and Provisional Welfare Property commencing in Fiscal Year 2023-24 shall be \$14,816 per Acre. Each July 1, commencing

July 1, 2024 the Backup Special Tax for Developed Property and Provisional Welfare Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

For the purpose of calculating the Backup Special Tax, the land area applicable to a Condominium shall be computed from the Acreage of the Lot on which the Condominium is located, with the Acreage for such Lot allocated equally among all of the Condominiums located or to be located on such Lot.

**C. Maximum Special Tax for Developed Property and Provisional Welfare Property**

The Maximum Special Tax for Developed Property and Provisional Welfare Property shall be the greater of the Assigned Special Tax for Developed Property or the Backup Special Tax for Developed Property and Provisional Welfare Property.

**D. Maximum Special Tax for Provisional Property and Undeveloped Property**

The Maximum Special Tax for Provisional Property and Undeveloped Property commencing in Fiscal Year 2023-24 shall be \$14,816 per Acre. Each July 1, commencing July 1, 2024, the Maximum Special Tax for Provisional Property and Undeveloped Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

**4. METHOD OF APPORTIONMENT**

For each Fiscal Year, commencing Fiscal Year 2023-24, the CFD Administrator shall levy the Special Tax on all Taxable Property in accordance with the following steps:

Step 1: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property in an amount up to 100% of the applicable Assigned Special Tax as necessary to satisfy the Special Tax Requirement;

Step 2: If additional monies are needed to satisfy the Special Tax Requirement after Step 1 has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Step 3: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax amount determined in Step 1 shall be increased Proportionately on each Assessor's Parcel of Developed Property up to 100% of the Maximum Special Tax for Developed Property;

Step 4: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Welfare Property up to 100% of the Maximum Special Tax for Provisional Welfare Property;

Step 5: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied Proportionately

on each Assessor's Parcel of Provisional Property up to 100% of the Maximum Special Tax for Provisional Property;

Notwithstanding the above, under no circumstances will the Special Tax levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of a delinquency or default in the payment of the Special Tax applicable to any other Assessor's Parcel within CFD No. 2023-1 by more than ten percent (10%) above what would have been levied in the absence of such delinquencies or defaults.

## 5. COLLECTION OF SPECIAL TAXES

Collection of the Annual Special Tax shall be made by the County in the same manner as ordinary ad valorem property taxes are collected and the Annual 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 for (i) other means of collecting the Special Tax, including direct billings thereof to the property owners; and (ii) judicial foreclosure of delinquent Annual Special Taxes.

## 6. PREPAYMENT OF SPECIAL TAX OBLIGATION

### A. Prepayment in Full

Property owners may prepay and permanently satisfy the Special Tax Obligation by a cash settlement with the City as permitted under Government Code Section 53344. The following definitions apply to this Section 6:

**"CFD Public Facilities Costs"** means \$6,000,000 or such lower number as (i) shall be determined by the CFD Administrator as sufficient to acquire or construct the facilities to be financed under the Act and financing program for CFD No. 2023-1, or (ii) shall be determined by the Council concurrently with a covenant that it will not issue any more Bonds (except refunding bonds).

**"Construction Fund"** means the fund (regardless of its name) established pursuant to the Indenture to hold funds, which are currently available for expenditure to acquire or construct the facilities or pay fees authorized to be funded by CFD No. 2023-1.

**"Future Facilities Costs"** means the CFD Public Facilities Costs minus (i) costs previously paid from the Construction Fund to acquire or construct the facilities, (ii) monies currently on deposit in the Construction Fund, and (iii) monies currently on deposit in an escrow or other designated fund that are expected to be available to finance CFD Public Facilities Costs.

**"Outstanding Bonds"** means all Previously Issued Bonds, which remain outstanding as of the first interest and/or principal payment date following the current Fiscal Year excluding Bonds to be redeemed at a later date with proceeds of prior Special Tax prepayments.

**"Previously Issued Bonds"** means all Bonds that have been issued prior to the date of prepayment.

The Special Tax Obligation applicable to an Assessor's Parcel of Taxable Property for which a Building Permit has been issued or is anticipated to be issued may be prepaid and the obligation to pay the Special Tax for such Assessor's Parcel permanently satisfied as described herein, provided that a prepayment may be made with respect to a particular Assessor's Parcel only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment or the delinquent special taxes are paid off concurrently with the prepayment to the satisfaction of the CFD Administrator. An owner of an Assessor's Parcel eligible to prepay the Special Tax Obligation shall provide the CFD Administrator with written notice of intent to prepay, and designate or identify the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the Prepayment Amount for such Assessor's Parcel within thirty (30) days of the request, and may charge a reasonable fee for providing this service. Prepayment must be made at least 60 days prior to any redemption date for the CFD No. 2023-1 Bonds to be redeemed with the proceeds of such prepaid Special Taxes, unless a shorter period is acceptable to the Trustee and the City.

The Prepayment Amount (defined below) shall be calculated for each applicable Assessor's Parcel or group of Assessor's Parcels as summarized below (capitalized terms as defined below):

Bond Redemption Amount  
plus Redemption Premium  
plus Future Facilities Prepayment Amount  
plus Defeasance Amount  
plus Prepayment Administrative Fees and Expenses  
less Reserve Fund Credit  
less Capitalized Interest Credit  
Total: equals Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined in Step 14 below) shall be calculated as follows:

**Step No.:**

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property, determine the Maximum Special Tax. For Assessor's Parcels of Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the Building Permit which has already been issued for that Assessor's Parcel.
3. Divide the Maximum Special Tax computed pursuant to paragraph 2 by the total expected Maximum Special Tax revenue for CFD No. 2023-1 assuming all Building Permits have been issued (build-out) within CFD No. 2023-1, excluding any Assessor's Parcels for which the Special Tax Obligation has been previously prepaid.
4. Multiply the quotient computed pursuant to paragraph 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid for

all applicable parcels and round that amount up to the nearest \$5,000 increment (the “Bond Redemption Amount”).

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (expressed as a percentage), if any, on the Outstanding Bonds to be redeemed at the first available call date (the “Redemption Premium”).

6. Compute the Future Facilities Costs.

7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the “Future Facilities Prepayment Amount”).

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the expected redemption date for the Outstanding Bonds which, depending on the Indenture, may be as early as the next interest payment date, but the redemption date may be any date determined by the CFD Administrator as convenient and appropriate and permitted by the Indenture and does not have to be the next interest payment date.

9. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Prepayment Amount and the Prepayment Administrative Fees from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.

10. Subtract the amount computed in paragraph 9 from the amount computed in paragraph 8 (the “Defeasance Amount”).

11. Calculate the administrative fees and expenses of CFD No. 2023-1, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2023-1, and the costs of recording any notices to evidence the prepayment and the redemption (the “Prepayment Administrative Fees”).

12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment calculation date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the “Reserve Fund Credit”). No Reserve Fund Credit shall be granted if, after the Prepayment Amount is calculated, reserve funds are below 100% of the reserve requirement.

13. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the “Capitalized Interest Credit”).

14. The amount to prepay the Special Tax Obligation is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 10, and 11, less the amounts computed pursuant to paragraphs 12 and 13 (the “Prepayment Amount”).

15. From the Prepayment Amount, the sum of the amounts computed pursuant to paragraphs 4, 5, and 10, less the amounts computed pursuant to paragraphs 12 and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make Debt Service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 11 shall be retained by CFD No. 2023-1.

The Prepayment Amount may be sufficient to redeem an amount other than a \$5,000 increment of CFD No. 2023-1 Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to redeem CFD No. 2023-1 Bonds to be used with the next prepayment of CFD No. 2023-1 Bonds.

The CFD Administrator will confirm that all previously levied Special Taxes have been paid in full. With respect to any Assessor's Parcel for which the Special Tax Obligation is prepaid in full, once the CFD Administrator has confirmed that all previously levied Special Taxes have been paid, the Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Special Tax and the release of the Special Tax lien on such Assessor’s Parcel, and the obligation of the owner of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the aggregate amount of Maximum Special Taxes less Administrative Expenses that may be levied on Taxable Property, respectively, after the proposed prepayment is at least 1.1 times the Debt Service on all Outstanding Bonds in each Fiscal Year.

## **B. Partial Prepayment**

The Special Tax on an Assessor’s Parcel of Developed Property or Undeveloped Property for which a building permit has been issued may be partially prepaid. The amount of the prepayment shall be calculated as in Section 6.A.; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (P_E - A) \times F + A$$

These terms have the following meaning:

PP = the partial prepayment

P<sub>E</sub> = the Prepayment Amount calculated according to Section 6.A

F = the percentage by which the owner of the Assessor’s Parcel(s) is partially prepaying the Special Tax Obligation

A = the Prepayment Administrative Fees and Expenses from Section 6.A

The owner of any Assessor's Parcel who desires such partial prepayment shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax Obligation, (ii) the percentage by which the Special Tax Obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax Obligation for an Assessor's Parcel within sixty (60) days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall (i) distribute the funds remitted to it according to Section 6.A., and (ii) indicate in the records of CFD No. 2023-1 that there has been a partial prepayment of the Special Tax Obligation and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the Maximum Special Tax, shall continue to be levied on such Assessor's Parcel.

Notwithstanding the foregoing, no partial prepayment shall be allowed unless the aggregate amount of Maximum Special Taxes less Administrative Expenses that may be levied on Taxable Property, respectively, after the proposed partial prepayment is at least 1.1 times the Debt Service on all Outstanding Bonds in each Fiscal Year.

## **7. TERM OF SPECIAL TAX**

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for a period not to exceed fifty (50) Fiscal Years commencing with Fiscal Year 2023-24, provided however that the Special Tax will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined that all required interest and principal payments on CFD No. 2023-1 bonds have been paid.

## **8. EXEMPTIONS**

The CFD Administrator shall classify as Exempt Property (i) Assessor's Parcels of Public Property, (ii) Assessor's Parcels of Property Owner Association Property, or (iii) Assessor's Parcels which are used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Lower Income Households Welfare Exemption Property, and (vi) Assessor's Parcels of Developed Property classified as Non-Residential Property as determined reasonably by the CFD Administrator, provided that no such classification would reduce the sum of all Taxable Property in CFD No. 2023-1 to less than 26.81 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the sum of all Taxable Property in CFD No. 2023-1 to less than 26.81 Acres shall be classified as Provisional Property and will continue to be subject to the CFD No. 2023-1 Special Taxes accordingly. Tax exempt status for the purpose of this paragraph will be assigned by the CFD Administrator in the chronological order in which property becomes eligible for classification as Exempt Property.



If the use of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in the first paragraph of Section 8 above that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be deemed to be Taxable Property.

## 9. 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 thirty-six (36) 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, then the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

- (i) Amend the Special Tax levy on the landowner's Assessor's Parcel(s) for the current Fiscal Year prior to the payment date,
- (ii) Require the CFD to reimburse the landowner for the amount of the overpayment to the extent of available CFD funds, or
- (iii) Grant a credit against, eliminate or reduce the future Special Taxes on the landowner's Assessor's Parcel(s) in the amount of the overpayment.

If following such consultation and action by the CFD Administrator the landowner believes such error still exists, such person may file a written notice of appeal with the City Council. Upon the receipt of such notice, the City Council or designee may establish such procedures as deemed necessary to undertake the review of any such appeal. If the City Council or designee determines an error still exists, the CFD Administrator shall take any of the actions described as (i), (ii) and (iii) above, in order of priority, in order to correct the error.

The City Council or designee thereof shall interpret this Rate and Method of Apportionment of Special Tax for purposes of clarifying any ambiguities and make determinations relative to the administration of the Special Tax and any landowner appeals. The decision of the City Council or designee shall be final.

ATTACHMENT 3

RESOLUTION OF INTENTION TO  
ESTABLISH CFD NO. 2022-3 (STRATFORD  
RANCH)

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ROCKVIEW HEIGHTS) OF THE CITY OF PERRIS AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ROCKVIEW HEIGHTS) OF THE CITY OF PERRIS**

**WHEREAS**, the City Council (the “Council”) of the City of Perris (the “City”) has received a petition (including consent and waiver) from UCI Property Development Inc., a California corporation (the “Petition”) requesting the institution of proceedings for formation of a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”); and

**WHEREAS**, the Council has determined that the Petition complies with the requirements of Government Code Section 53318 and now intends to form Community Facilities District No. 2023-1 (Rockview Heights) of the City of Perris; and

**WHEREAS**, the Council desires to adopt this resolution of intention as provided in Section 53321 of the Act to establish a community facilities district consisting of the territory described in Exhibit “A” hereto and incorporated herein by this reference, which the Council hereby determines shall be known as “Community Facilities District No. 2023-1 (Rockview Heights) of the City of Perris” (the “Community Facilities District No. 2023-1” or the “District”) pursuant to the Act to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property described in Exhibit “B” hereto and incorporated herein by this reference, including all furnishings, equipment and supplies related thereto; (2) the payment of development and other fees and the acquisition or construction of public facilities (collectively, the “Facilities”), which Facilities have a useful life of five years or longer; and (3) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District (the “Incidental Expenses”); and

**WHEREAS**, it is the intention of the Council to consider financing the Facilities and the Incidental Expenses through the formation of the District and the sale of bonded indebtedness in an amount not to exceed \$10,000,000 and the levy of a special tax within the District to finance the Facilities and the Incidental Expenses and to pay debt service on the bonded indebtedness incurred by such District, provided that the bond sales and special tax levies are approved at an election to be held within the District.

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

**Section 1.** Each of the above recitals is true and correct and is adopted by the Council and incorporated herein.

**Section 2.** The Council hereby determines to institute proceedings for the formation of a community facilities district under the terms of the Act. The exterior boundaries of the District are hereby specified and described to be as shown on that certain map now on file in the office of the City Clerk entitled "Proposed Boundaries of Community Facilities District No. 2023-1 (Rockview Heights) of the City of Perris," which map indicates by a boundary line the extent of the territory included in the proposed District and shall govern for all details as to the extent of the District (the "Boundary Map"). On the original and one copy of the map of such District on file in the Clerk's office, the Clerk shall endorse the certificate evidencing the date and adoption of this resolution. The Clerk shall file the original of such map in her office and, within fifteen (15) days after the adoption of this Resolution, the Clerk shall file a copy of such map so endorsed in the records of the County Recorder, County of Riverside, State of California.

**Section 3.** The name of the proposed District shall be "Community Facilities District No. 2023-1 (Rockview Heights) of the City of Perris".

**Section 4.** The Facilities proposed to be financed by the District are public infrastructure facilities and other governmental facilities with an estimated useful life of five years or longer, which the City, Eastern Municipal Water District ("EMWD"), or Perris Elementary School District ("PESD") is authorized by law to construct, acquire, own, operate or contribute revenue to. The Council hereby finds and determines that the description of the Facilities herein is sufficiently informative to allow taxpayers within the proposed District to understand what the funds of the District may be used to finance. The Incidental Expenses expected to be incurred include the cost of planning and designing the Facilities, the costs of forming the District, issuing bonds and levying and collecting a special tax within the District. The Council hereby finds that the proposed Facilities are necessary to meet increased demands placed upon the City, EMWD, and PESD as a result of development occurring within the proposed District. Such Facilities need not be physically located within the District.

**Section 5.** Except where funds are otherwise available, it is the intention of the Council to levy annually in accordance with procedures contained in the Act a special tax within the District (the "Special Tax") sufficient to pay for the costs of financing the acquisition and/or construction of the Facilities and Incidental Expenses, including the principal and interest and other periodic costs on bonds or other indebtedness proposed to be issued to finance the Facilities, and Incidental Expenses, the establishment and replenishment of reserve funds, the credit enhancement fees, the costs of administering the levy and collection of the Special Tax and all other costs of the levy of the Special Tax and issuance of the bonds, including any foreclosure proceedings, architectural, engineering, inspection, legal, fiscal, and financial consultant fees, discount fees, interest on bonds due and payable prior to the expiration of one year from the date of completion of Facilities (but not to exceed two years), election costs and all costs of issuance of the bonds, including, but not limited to, fees for bond counsel, disclosure counsel, financing consultants and printing costs, and all other administrative costs of the tax levy and bond issue. The Special Tax will be secured by recordation of a continuing lien against all non-exempt real property in the District. In the first year in which such a Special Tax is

levied, the levy shall include a sum sufficient to repay to the City all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and interest thereon. The schedule of the rate and method of apportionment and manner of collection of the Special Tax within the District are described in detail in Exhibit "C" attached hereto and by this reference incorporated herein. The Special Tax is based upon the cost of financing the Facilities and Incidental Expenses in the District, the demand that each parcel will place on the Facilities and the benefit (direct and/or indirect) received by each parcel from the Facilities.

The Special Tax within the proposed District is apportioned to each parcel within the proposed District on the foregoing basis pursuant to Section 53325.3 of the Act. In the event that a portion of the property within the proposed District shall become for any reason exempt, wholly or partially, from the levy of the Special Tax, the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax. If the Special Tax of the District is levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except to the extent permitted in the rate and method of apportionment; (ii) such Special Tax shall be levied for a period not to exceed fifty (50) years commencing with Fiscal Year 2023-2024, as further described in Exhibit "C" hereto; and (iii) under no circumstances will such special tax be increased as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent (10%).

**Section 6.** The special tax within the proposed District is based on the expected demand that each parcel of real property within the proposed District will place on the Facilities and on the benefit that each parcel derives from the right to access the Facilities. The Council hereby determines that the proposed Facilities are necessary to meet the increased demand placed upon the City, EMWD, and PESD and the existing infrastructure in the City as a result of the development of land proposed for inclusion of the District. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit "C" for the District to be reasonable.

**Section 7.** A public hearing (the "Hearing") on the establishment of Community Facilities District No. 2023-1, the proposed rate and method of apportionment of the Special Tax and the proposed issuance of bonds by the District to finance the Facilities and the Incidental Expenses shall be held on February 28, 2023, at 6:30 p.m., or as soon thereafter as practicable, at the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570. Alternatively, the Hearing may be held by a remote online meeting as permitted by law. Should the Council determine to form the District, a special election will be held within the District to authorize the issuance of bonds and the levy of the Special Tax in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure at the elections will be a landowner vote (to the extent there are no registered voters in the District) with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the District. Ballots for the special election may be distributed by mail or by personal service.

**Section 8.** At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within the proposed District, may appear and be heard.

**Section 9.** Each City officer who is or will be responsible for the Facilities to be financed by the District, if it is established, is hereby directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file a report with the Council, and which is to be made a part of the record of the Hearing, containing a brief description of the Facilities and services by type which will in his or her opinion be required to adequately meet the needs of the District and his or her estimate of the cost of providing the Facilities and services, including an estimate of the fair and reasonable cost of all Incidental Expenses, including the cost of planning and designing the Facilities to be financed pursuant to the Act, the cost of environmental evaluations of such Facilities, all costs associated with the creation of the District, issuance of bonds, determination of the amount of any special taxes, collection of any special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the City with respect to the District, and any other expenses incidental to the construction, completion and inspection of the authorized work to be paid through the proposed financing.

**Section 10.** The City may accept advances of funds or work-in-kind from any sources, including private persons or private entities, and is authorized and directed to use such funds for any authorized purpose, including any cost incurred in creating the District. The District may enter into an agreement to repay all of such funds as are not expended or committed for any authorized purpose at the time of the election on the levy of the Special Tax, if the proposal to levy such tax should fail, and to repay all of such funds advanced if the levy of the Special Tax shall be approved by the qualified electors of the District.

**Section 11.** The Clerk is hereby directed 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 or a summary 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 12.** The Clerk may send a copy of the Notice of the Hearing by first-class mail, postage prepaid, to each registered voter and to each landowner within the proposed District as shown on the last equalized assessment roll. Said mailing shall be completed not less than fifteen (15) days prior to the date of the Hearing.

**Section 13.** Pursuant to Section 53344.1 of the Act, the Council hereby reserves to itself, in its sole discretion, the right and authority by subsequent resolution to allow any owner of property within the District, subject to the provisions of Section 53344.1 of the Act and those conditions as it may impose, and any applicable prepayment penalties as prescribed in the bond indenture or comparable instrument or document, to tender to the District treasurer in full payment or part payment of any installment of the special taxes or the interest or penalties thereon which may be due or delinquent, but for which a bill has been received, any bond or

other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

**Section 14.** The voting procedure with respect to the establishment of the District and the imposition of the special tax shall be by hand delivered ballot election.

**Section 15.** This resolution of intention shall take effect upon its adoption.

**ADOPTED, SIGNED and APPROVED** this 10<sup>th</sup> day of January, 2023.

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MAYOR OF THE CITY OF PERRIS

Attest:

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CITY CLERK OF THE CITY OF PERRIS

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 No. \_\_\_\_\_ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 10<sup>th</sup> day of January, 2023, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:

By: \_\_\_\_\_  
City Clerk



**EXHIBIT A**  
**COMMUNITY FACILITIES DISTRICT NO. 2023-1**  
**(ROCKVIEW HEIGHTS) BOUNDARY MAP**

[SEE ATTACHED]



**EXHIBIT B****TYPES OF FACILITIES TO BE FINANCED BY  
COMMUNITY FACILITIES DISTRICT NO. 2023-1  
(ROCKVIEW HEIGHTS)**

The general description of the Facilities that may be acquired or constructed is as follows:

- Street facilities, including, but not limited to, major arterials, highways, bridge facilities, regional transportation facilities and streets, intersections, access ramps, roadways, sidewalk, curb, gutters, striping, lighting, traffic signalization, signage, landscaping of public streets and rights-of-way and appurtenant facilities;
- Storm control facilities, including, but not limited to, storm drains, channels, detention, headwalls, riprap pads, water quality basins, retention and/or catch basins and appurtenant facilities;
- Sewer improvements, sanitary sewers, including, but not limited to, lift stations, force mains, pump stations, transmission and main lines, valves, and appurtenant facilities;
- Domestic water facilities, including, but not limited to, reservoirs, pump stations, transmission lines, distribution facilities, main lines, valves, fire hydrants and appurtenant facilities;
- Park, recreational facilities, trails, open space and appurtenant facilities;
- Impact and other City or public agency fees, including but not limited to, Transportation Uniform Mitigation Fees, Development Impact Fees, school fees, water fees, drainage fees, sewer treatment and connection fees, water supply fees, water meter fees, water connection fees, storm drain fees, capital facilities' fees and other city or public agency fees and all capital facilities which are part of these fee programs and capital improvement programs;
- Incidental expenses;
- City facilities.

**OTHER**

The District may also finance any of the following:

1. Bond related expenses, including underwriters' discount, reserve fund, capitalized interest, financial advisor fees and expenses, bond and disclosure counsel, special tax consultant fees and expenses, dissemination agent fees and all other incidental expenses.
2. Administrative fees of the City and the Bond trustee or fiscal agent related to the District and the Bonds.

3. Reimbursement of costs related to the formation of the District advanced by the City or any related entity, or any landowner or developer within the District, as well as reimbursement of any costs advanced by the City or any related entity, or any landowner or developer within the District, for facilities or other purposes or costs of the District.

This description of the public capital facilities is general in nature. The final nature and location of improvements and facilities will be determined upon the preparation of final plans and specifications. The final plans and specifications may show substitutes in lieu of, or modifications to, proposed work. Any such substitution shall not be a change or modification in the proceedings as long as the facilities provide a service substantially similar to that as set forth in the city officer's report, containing a brief description of the facilities which will be required to adequately meet the needs of the District.

**EXHIBIT C**

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX  
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ROCKVIEW HEIGHTS)**

[SEE ATTACHED]

# RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

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## COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ROCKVIEW HEIGHTS)

A Special Tax shall be levied on all Taxable Property within the boundaries of Community Facilities District No. 2023-1 (Rockview Heights) of the City of Perris (“CFD No. 2023-1”) and collected each Fiscal Year commencing in Fiscal Year 2023-24, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2023-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

### 1. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“**Acre**” or “**Acreage**” 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. 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 following actual or reasonably estimated costs related to the administration of CFD No. 2023-1 including, but not limited to: the costs of preparing and computing the Annual Special Tax (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City, the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2023-1, or any designee thereof complying with arbitrage rebate requirements, including without limitation rebate liability costs and periodic rebate calculations; the costs to the City, CFD No. 2023-1, or any designee thereof complying with disclosure or reporting requirements of the City or CFD No. 2023-1, associated with applicable federal and State laws; 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. 2023-1, 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. 2023-1 for any other administrative purposes of CFD No. 2023-1, including attorney’s fees and other costs related to commencing and pursuing any foreclosure of delinquent Special Taxes.

“**Annual Special Tax**” means the Special Tax actually levied in any Fiscal Year on any Assessor’s Parcel.

“**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.

**“Assessor's Parcel Map”** means an official map of the Assessor designating parcels by Assessor’s Parcel Number.

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

**“Assigned Special Tax”** means the Special Tax of that name described in Section 3.A below.

**“Backup Special Tax”** means the Special Tax of that name described in Section 3.B below.

**“Bonds”** means any bonds or other Debt of CFD No. 2023-1, whether in one or more series, secured by the levy of Special Taxes.

**“Boundary Map”** means the map of the boundaries of CFD No. 2023-1 recorded on \_\_\_\_\_ in the Riverside County Recorder’s Office in Book \_\_, Page \_\_, of Maps of Assessments and Community Facilities Districts (instrument number \_\_ - \_\_).

**“Building Permit”** means a building permit for construction of a Residential Unit within CFD No. 2023-1 issued by the City.

**“Building Square Footage”** means all of the square footage of usable area within the perimeter of a primary residential structure, not including any carport, walkway, garage, overhang, or similar area. The determination of Building Square Footage shall be made by reference to the Building Permit(s) issued for such Assessor’s Parcel and/or by reference to appropriate records kept by the City.

**“Calendar Year”** means the period commencing January 1 of any year and ending the following December 31.

**“CFD Administrator”** means an authorized representative of the City, or designee thereof, responsible for determining the Special Tax Requirement, for preparing the Annual Special Tax roll and/or calculating the Backup Special Tax.

**“CFD No. 2023-1”** means the Community Facilities District No. 2023-1 (Rockview Heights) of the City of Perris.

**“City”** means the City of Perris, California.

**“Council”** means the City Council of the City acting as the legislative body of CFD No. 2023-1 under the Act.

**“County”** means the County of Riverside, California.

**“Debt”** means any binding obligation to pay or repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts.

**“Debt Service”** means for each Fiscal Year, the total amount of principal and interest payable on any Outstanding Bonds during the Calendar Year commencing on January 1 of such Fiscal Year.

**“Developed Property”** means for each Fiscal Year, all Taxable Property, exclusive of Provisional Property and Provisional Welfare Property, for which a Building Permit was issued prior to May 1 of the previous Fiscal Year. An Assessor’s Parcel classified as Developed Property but for which the Building Permit that caused such Assessor’s Parcel to be classified as Developed Property has been cancelled and/or voided prior to the Fiscal Year for which Special Taxes are being levied

shall be reclassified as Undeveloped Property, provided that the levy of the Annual Special Tax after such reclassification shall not be less than 1.1 times the annual Debt Service less Administrative Expenses on all Outstanding Bonds. If Bonds have not been issued, an Assessor's Parcel classified as Developed Property for which such a Building Permit has been cancelled and/or voided shall be reclassified as Undeveloped Property.

**“Exempt Property”** means for each Fiscal Year, all Assessor's Parcels designated as being exempt from Special Taxes pursuant to Section 8 below.

**“Final Map”** means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which Building Permits may be issued without further subdivision.

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

**“Indenture”** means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

**“Land Use Class”** means any of the classes listed in Table 1 under Section 3 below.

**“Lot”** means a parcel created by a Final Map on which a Residential Unit can be constructed.

**“Lower Income Households Welfare Exemption Property”** means, for each Fiscal Year, an Assessor's Parcel that is entitled to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County Assessor's roll finalized as of January 1 of the previous Fiscal Year; provided that such property shall not be classified as Lower Income Households Welfare Exemption Property if debt is outstanding and the property was subject to the Special Tax prior to receiving the exemption, in which case the property shall remain subject to the Special Tax and the Special Tax shall be enforceable against the property.

**“Maximum Special Tax”** means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Sections 3.C and 3.D below, which may be levied in a given Fiscal Year on such Assessor's Parcel of Taxable Property.

**“Non-Residential Property”** means all Assessor's Parcels of Developed Property for which a building permit has been issued for the purpose of constructing one or more non-residential units or facilities.

**“Outstanding Bonds”** means all Bonds, which are deemed to be outstanding under the Indenture.

**“Prepayment Amount”** means the amount required to prepay the Annual Special Tax obligation in full for an Assessor's Parcel as described in Section 6.A below.

**“Property Owner Association Property”** means any Assessor's Parcel within the boundaries of CFD No. 2023-1 owned in fee by a property owner association, including any master or sub-association.

**“Proportionately” or “Proportionate”** means for Developed Property, that the ratio of the actual Special Tax levy to the applicable Assigned Special Tax or Backup Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is



equal for all Assessor's Parcels of Undeveloped Property. **“Proportionately”** may similarly be applied to other categories of Taxable Property as listed in Section 4 below.

**“Provisional Property”** means all Assessor’s Parcels of Public Property, Property Owner Association Property or property that would otherwise be classified as Exempt Property pursuant to the provisions of Section 8, but cannot be classified as Exempt Property because to do so would result in the aggregate Special Taxes, less Administrative Expenses, levied on Developed Property to be less than 1.1 times the Debt Service on the Outstanding Bonds.

**“Provisional Welfare Property”** means all Assessor’s Parcels of Lower Income Households Welfare Exemption Property that would otherwise be classified as Exempt Property pursuant to the provisions of Section 8, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage as set forth in Section 8.

**“Public Property”** means any property within the boundaries of CFD No. 2023-1, which 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; 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 be taxed and classified in accordance with its use.

**“Residential Property”** means all Assessor’s Parcels for which a Building Permit has been issued for the purpose of constructing one or more Residential Units.

**“Residential Unit”** means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental, separate from adjacent residential dwelling units. This definition does not include Accessory Dwelling Units as defined in the State of California Government Code section 65852.2.

**“Special Tax”** means any special tax levied within CFD No. 2023-1 pursuant to the Act and this Rate and Method of Apportionment of Special Tax.

**“Special Tax Obligation”** means the total obligation of an Assessor’s Parcel of Taxable Property to pay the Special Tax for the remaining life of CFD No. 2023-1.

**“Special Tax Requirement”** means that amount required in any Fiscal Year to: (i) pay regularly scheduled Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Fees and Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not result in a levy beyond Step 1 of Section 4; and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

**“State”** means the State of California.

**“Taxable Property”** means all of the Assessor's Parcels within the boundaries of CFD No. 2023-1, which are not exempt from the levy of the Special Tax pursuant to law or Section 8 below.

**“Trustee”** means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Provisional Property.

**2. LAND USE CLASSIFICATION**

Each Fiscal Year, beginning with Fiscal Year 2023-24, each Assessor’s Parcel within CFD No. 2023-1 shall be classified as Taxable Property or Exempt Property. In addition, all Taxable Property shall further be classified as Developed Property, Undeveloped Property, Provisional Welfare Property, or Provisional Property, and all such Taxable Property shall be subject to the levy of Special Taxes in accordance with this Rate and Method of Apportionment of Special Tax determined pursuant to Sections 3 and 4 below. Furthermore, each Assessor’s Parcel of Developed Property and Provisional Welfare Property shall be classified according to its applicable Land Use Class based on its Building Square Footage.

**3. SPECIAL TAX RATES**

**A. Assigned Special Tax for Developed Property and Provisional Welfare Property**

The Assigned Special Tax applicable to an Assessor's Parcel classified as Developed Property or Provisional Welfare Property commencing in Fiscal Year 2023-24 shall be determined pursuant to Table 1 below.

**Table 1  
Assigned Special Tax for Tax Year 2023-24**

<b>Land Use Class</b>	<b>Land Use Type</b>	<b>Building Square Footage</b>	<b>Assigned Special Tax Per Residential Unit</b>
1	Residential Property	≤ 1,900	\$2,319 per Residential Unit
2	Residential Property	1,901 – 2,100	\$2,419 per Residential Unit
3	Residential Property	2,101 – 2,300	\$2,519 per Residential Unit
4	Residential Property	2,301 – 2,500	\$2,663 per Residential Unit
5	Residential Property	2,501 – 2,700	\$2,736 per Residential Unit
6	Residential Property	2,701 – 2,900	\$2,810 per Residential Unit
7	Residential Property	2,901 – 3,100	\$2,969 per Residential Unit
8	Residential Property	> 3,100	\$3,139 per Residential Unit
9	Non-Residential Property	N/A	\$14,816 per Acre

Each July 1, commencing July 1, 2024, the Assigned Special Tax for Developed Property and Provisional Welfare Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

**B. Backup Special Tax for Developed Property and Provisional Welfare Property**

The Backup Special Tax for Developed Property and Provisional Welfare Property commencing in Fiscal Year 2023-24 shall be \$14,816 per Acre. Each July 1, commencing

July 1, 2024 the Backup Special Tax for Developed Property and Provisional Welfare Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

For the purpose of calculating the Backup Special Tax, the land area applicable to a Condominium shall be computed from the Acreage of the Lot on which the Condominium is located, with the Acreage for such Lot allocated equally among all of the Condominiums located or to be located on such Lot.

#### **C. Maximum Special Tax for Developed Property and Provisional Welfare Property**

The Maximum Special Tax for Developed Property and Provisional Welfare Property shall be the greater of the Assigned Special Tax for Developed Property or the Backup Special Tax for Developed Property and Provisional Welfare Property.

#### **D. Maximum Special Tax for Provisional Property and Undeveloped Property**

The Maximum Special Tax for Provisional Property and Undeveloped Property commencing in Fiscal Year 2023-24 shall be \$14,816 per Acre. Each July 1, commencing July 1, 2024, the Maximum Special Tax for Provisional Property and Undeveloped Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

### **4. METHOD OF APPORTIONMENT**

For each Fiscal Year, commencing Fiscal Year 2023-24, the CFD Administrator shall levy the Special Tax on all Taxable Property in accordance with the following steps:

Step 1: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property in an amount up to 100% of the applicable Assigned Special Tax as necessary to satisfy the Special Tax Requirement;

Step 2: If additional monies are needed to satisfy the Special Tax Requirement after Step 1 has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Step 3: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax amount determined in Step 1 shall be increased Proportionately on each Assessor's Parcel of Developed Property up to 100% of the Maximum Special Tax for Developed Property;

Step 4: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Welfare Property up to 100% of the Maximum Special Tax for Provisional Welfare Property;

Step 5: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied Proportionately

on each Assessor's Parcel of Provisional Property up to 100% of the Maximum Special Tax for Provisional Property;

Notwithstanding the above, under no circumstances will the Special Tax levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of a delinquency or default in the payment of the Special Tax applicable to any other Assessor's Parcel within CFD No. 2023-1 by more than ten percent (10%) above what would have been levied in the absence of such delinquencies or defaults.

## **5. COLLECTION OF SPECIAL TAXES**

Collection of the Annual Special Tax shall be made by the County in the same manner as ordinary ad valorem property taxes are collected and the Annual 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 for (i) other means of collecting the Special Tax, including direct billings thereof to the property owners; and (ii) judicial foreclosure of delinquent Annual Special Taxes.

## **6. PREPAYMENT OF SPECIAL TAX OBLIGATION**

### **A. Prepayment in Full**

Property owners may prepay and permanently satisfy the Special Tax Obligation by a cash settlement with the City as permitted under Government Code Section 53344. The following definitions apply to this Section 6:

**"CFD Public Facilities Costs"** means \$6,500,000 or such lower number as (i) shall be determined by the CFD Administrator as sufficient to acquire or construct the facilities to be financed under the Act and financing program for CFD No. 2023-1, or (ii) shall be determined by the Council concurrently with a covenant that it will not issue any more Bonds (except refunding bonds).

**"Construction Fund"** means the fund (regardless of its name) established pursuant to the Indenture to hold funds, which are currently available for expenditure to acquire or construct the facilities or pay fees authorized to be funded by CFD No. 2023-1.

**"Future Facilities Costs"** means the CFD Public Facilities Costs minus (i) costs previously paid from the Construction Fund to acquire or construct the facilities, (ii) monies currently on deposit in the Construction Fund, and (iii) monies currently on deposit in an escrow or other designated fund that are expected to be available to finance CFD Public Facilities Costs.

**"Outstanding Bonds"** means all Previously Issued Bonds, which remain outstanding as of the first interest and/or principal payment date following the current Fiscal Year excluding Bonds to be redeemed at a later date with proceeds of prior Special Tax prepayments.

**"Previously Issued Bonds"** means all Bonds that have been issued prior to the date of prepayment.

The Special Tax Obligation applicable to an Assessor's Parcel of Taxable Property for which a Building Permit has been issued or is anticipated to be issued may be prepaid and the obligation to pay the Special Tax for such Assessor's Parcel permanently satisfied as described herein, provided that a prepayment may be made with respect to a particular Assessor's Parcel only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment or the delinquent special taxes are paid off concurrently with the prepayment to the satisfaction of the CFD Administrator. An owner of an Assessor's Parcel eligible to prepay the Special Tax Obligation shall provide the CFD Administrator with written notice of intent to prepay, and designate or identify the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the Prepayment Amount for such Assessor's Parcel within thirty (30) days of the request, and may charge a reasonable fee for providing this service. Prepayment must be made at least 60 days prior to any redemption date for the CFD No. 2023-1 Bonds to be redeemed with the proceeds of such prepaid Special Taxes, unless a shorter period is acceptable to the Trustee and the City.

The Prepayment Amount (defined below) shall be calculated for each applicable Assessor's Parcel or group of Assessor's Parcels as summarized below (capitalized terms as defined below):

Bond Redemption Amount  
plus Redemption Premium  
plus Future Facilities Prepayment Amount  
plus Defeasance Amount  
plus Prepayment Administrative Fees and Expenses  
less Reserve Fund Credit  
less Capitalized Interest Credit  
Total: equals Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined in Step 14 below) shall be calculated as follows:

**Step No.:**

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property, determine the Maximum Special Tax. For Assessor's Parcels of Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the Building Permit which has already been issued for that Assessor's Parcel.
3. Divide the Maximum Special Tax computed pursuant to paragraph 2 by the total expected Maximum Special Tax revenue for CFD No. 2023-1 assuming all Building Permits have been issued (build-out) within CFD No. 2023-1, excluding any Assessor's Parcels for which the Special Tax Obligation has been previously prepaid.
4. Multiply the quotient computed pursuant to paragraph 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid for

all applicable parcels and round that amount up to the nearest \$5,000 increment (the “Bond Redemption Amount”).

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (expressed as a percentage), if any, on the Outstanding Bonds to be redeemed at the first available call date (the “Redemption Premium”).

6. Compute the Future Facilities Costs.

7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the “Future Facilities Prepayment Amount”).

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the expected redemption date for the Outstanding Bonds which, depending on the Indenture, may be as early as the next interest payment date, but the redemption date may be any date determined by the CFD Administrator as convenient and appropriate and permitted by the Indenture and does not have to be the next interest payment date.

9. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Prepayment Amount and the Prepayment Administrative Fees from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.

10. Subtract the amount computed in paragraph 9 from the amount computed in paragraph 8 (the “Defeasance Amount”).

11. Calculate the administrative fees and expenses of CFD No. 2023-1, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2023-1, and the costs of recording any notices to evidence the prepayment and the redemption (the “Prepayment Administrative Fees”).

12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment calculation date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the “Reserve Fund Credit”). No Reserve Fund Credit shall be granted if, after the Prepayment Amount is calculated, reserve funds are below 100% of the reserve requirement.

13. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the “Capitalized Interest Credit”).

14. The amount to prepay the Special Tax Obligation is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 10, and 11, less the amounts computed pursuant to paragraphs 12 and 13 (the “Prepayment Amount”).

15. From the Prepayment Amount, the sum of the amounts computed pursuant to paragraphs 4, 5, and 10, less the amounts computed pursuant to paragraphs 12 and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make Debt Service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 11 shall be retained by CFD No. 2023-1.

The Prepayment Amount may be sufficient to redeem an amount other than a \$5,000 increment of CFD No. 2023-1 Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to redeem CFD No. 2023-1 Bonds to be used with the next prepayment of CFD No. 2023-1 Bonds.

The CFD Administrator will confirm that all previously levied Special Taxes have been paid in full. With respect to any Assessor's Parcel for which the Special Tax Obligation is prepaid in full, once the CFD Administrator has confirmed that all previously levied Special Taxes have been paid, the Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Special Tax and the release of the Special Tax lien on such Assessor’s Parcel, and the obligation of the owner of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the aggregate amount of Maximum Special Taxes less Administrative Expenses that may be levied on Taxable Property, respectively, after the proposed prepayment is at least 1.1 times the Debt Service on all Outstanding Bonds in each Fiscal Year.

## **B. Partial Prepayment**

The Special Tax on an Assessor’s Parcel of Developed Property or Undeveloped Property for which a building permit has been issued may be partially prepaid. The amount of the prepayment shall be calculated as in Section 6.A.; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (P_E - A) \times F + A$$

These terms have the following meaning:

PP = the partial prepayment

$P_E$  = the Prepayment Amount calculated according to Section 6.A

F = the percentage by which the owner of the Assessor’s Parcel(s) is partially prepaying the Special Tax Obligation

A = the Prepayment Administrative Fees and Expenses from Section 6.A

The owner of any Assessor's Parcel who desires such partial prepayment shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax Obligation, (ii) the percentage by which the Special Tax Obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax Obligation for an Assessor's Parcel within sixty (60) days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall (i) distribute the funds remitted to it according to Section 6.A., and (ii) indicate in the records of CFD No. 2023-1 that there has been a partial prepayment of the Special Tax Obligation and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the Maximum Special Tax, shall continue to be levied on such Assessor's Parcel.

Notwithstanding the foregoing, no partial prepayment shall be allowed unless the aggregate amount of Maximum Special Taxes less Administrative Expenses that may be levied on Taxable Property, respectively, after the proposed partial prepayment is at least 1.1 times the Debt Service on all Outstanding Bonds in each Fiscal Year.

## **7. TERM OF SPECIAL TAX**

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for a period not to exceed fifty (50) Fiscal Years commencing with Fiscal Year 2023-24, provided however that the Special Tax will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined that all required interest and principal payments on CFD No. 2023-1 bonds have been paid.

## **8. EXEMPTIONS**

The CFD Administrator shall classify as Exempt Property (i) Assessor's Parcels of Public Property, (ii) Assessor's Parcels of Property Owner Association Property, or (iii) Assessor's Parcels which are used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Lower Income Households Welfare Exemption Property, and (vi) Assessor's Parcels of Developed Property classified as Non-Residential Property as determined reasonably by the CFD Administrator, provided that no such classification would reduce the sum of all Taxable Property in CFD No. 2023-1 to less than 26.81 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the sum of all Taxable Property in CFD No. 2023-1 to less than 26.81 Acres shall be classified as Provisional Property and will continue to be subject to the CFD No. 2023-1 Special Taxes accordingly. Tax exempt status for the purpose of this paragraph will be assigned by the CFD Administrator in the chronological order in which property becomes eligible for classification as Exempt Property.



If the use of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in the first paragraph of Section 8 above that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be deemed to be Taxable Property.

## **9. 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 thirty-six (36) 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, then the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

- (i) Amend the Special Tax levy on the landowner's Assessor's Parcel(s) for the current Fiscal Year prior to the payment date,
- (ii) Require the CFD to reimburse the landowner for the amount of the overpayment to the extent of available CFD funds, or
- (iii) Grant a credit against, eliminate or reduce the future Special Taxes on the landowner's Assessor's Parcel(s) in the amount of the overpayment.

If following such consultation and action by the CFD Administrator the landowner believes such error still exists, such person may file a written notice of appeal with the City Council. Upon the receipt of such notice, the City Council or designee may establish such procedures as deemed necessary to undertake the review of any such appeal. If the City Council or designee determines an error still exists, the CFD Administrator shall take any of the actions described as (i), (ii) and (iii) above, in order of priority, in order to correct the error.

The City Council or designee thereof shall interpret this Rate and Method of Apportionment of Special Tax for purposes of clarifying any ambiguities and make determinations relative to the administration of the Special Tax and any landowner appeals. The decision of the City Council or designee shall be final.

**ATTACHMENT 4**

**RESOLUTION TO INCUR BONDED  
INDEBTEDNESS**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO INCUR BONDED INDEBTEDNESS IN THE AMOUNT NOT TO EXCEED \$10,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ROCKVIEW HEIGHTS) OF THE CITY OF PERRIS**

**WHEREAS**, the City Council (the “Council”) of the City of Perris, California (the “City”) upon receipt of a petition (including consent and waiver) from UCI Property Development Inc., a California corporation (the “Petition”) as provided in Section 53318 of the Government Code of the State of California instituted proceedings to form Community Facilities District No. 2023-1 (Rockview Heights) of the City of Perris (the “Community Facilities District No. 2023-1” or the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, commencing with Section 53311 of the Government Code of the State of California (the “Act”), as amended, and pursuant to a resolution adopted by the Council on the date hereof to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property described in Exhibit “A” hereto and incorporated herein by this reference, including all furnishings, equipment and supplies related thereto; (2) the payment of development and other fees and the acquisition or construction of public facilities (collectively, the “Facilities”), which Facilities have a useful life of five years or longer; and (3) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District (the “Incidental Expenses”); and

**WHEREAS**, in order to finance the Facilities and Incidental Expenses, the Council intends to authorize the issuance of bonds for the proposed District in the maximum aggregate principal amount of not to exceed \$10,000,000; and

**WHEREAS**, the repayment of the bonds of the District is to be secured by special taxes levied on taxable property in the District in accordance with Section 53328 of the Act, and excluding those properties exempted from taxation in the rate and method of apportionment for the District set forth in Exhibit “C” to the Council’s Resolution of Intention to Establish Community Facilities District No. 2023-1 (Rockview Heights) and to Authorize the Levy of a Special Tax within said Community Facilities District, adopted on the date hereof;

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

**Section 1.** Each of the above recitals is true and correct and is adopted by the Council and incorporated herein.

**Section 2.** It is necessary to incur bonded indebtedness within the proposed boundaries of proposed Community Facilities District No. 2023-1 in the principal amount not to exceed \$10,000,000 to finance the costs of the Facilities and Incidental Expenses, as permitted by the Act.

**Section 3.** The bonds for such proposed District will be issued for the purpose of financing the costs of the Facilities and the Incidental Expenses, including, but not limited to, the funding of reserve funds for the bonds, the financing of costs associated with the issuance of the bonds and all other costs and expenses necessary to finance the Facilities which are permitted to be financed pursuant to the Act.

**Section 4.** It is the intent of the Council to authorize the sale of bonds in one or more series for the District in the maximum aggregate principal amount of not to exceed \$10,000,000 and at a maximum interest rate not in excess of the maximum rate permitted by law at the time the bonds are issued. The term of the bonds shall be determined pursuant to a resolution of the Council acting in its capacity as the legislative body of the District authorizing the issuance of the bonds, but such term shall in no event exceed forty (40) years or such longer term as is then permitted by law.

**Section 5.** A public hearing (the "Hearing") on the proposed debt issue shall be held on February 28, 2023 at 6:30 p.m. or as soon thereafter as practicable, at the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570.

**Section 6.** At the Hearing at the time and place set forth above, any interested persons, including all persons owning land or registered to vote within the proposed District, may appear and be heard.

**Section 7.** The City Clerk is hereby directed to publish a notice of the Hearing (the "Notice") pursuant to Section 6061 of the Government Code in a newspaper of general circulation circulated within the proposed District unless such notice is waived by the landowners. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

**Section 8.** This resolution of intention shall take effect upon its adoption.

**ADOPTED, SIGNED and APPROVED** this 10<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
MAYOR OF THE CITY OF PERRIS

Attest:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF PERRIS

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 No. \_\_\_\_\_ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 10<sup>th</sup> day of January, 2023, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:

By: \_\_\_\_\_  
City Clerk

## **EXHIBIT A**

### **TYPES OF FACILITIES TO BE FINANCED BY COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ROCKVIEW HEIGHTS)**

The general description of the Facilities that may be acquired or constructed is as follows:

- Street facilities, including, but not limited to, major arterials, highways, regional transportation facilities and streets, intersections, access ramps, roadways, sidewalk, curb, gutters, striping, lighting, traffic signalization, signage, landscaping of public streets and rights-of-way and appurtenant facilities;
- Storm control facilities, including, but not limited to, storm drains, channels, detention, headwalls, riprap pads, retention and/or catch basins and appurtenant facilities;
- Sewer improvements, sanitary sewers, including, but not limited to, lift stations, force mains, pump stations, transmission and main lines, valves, and appurtenant facilities;
- Domestic water facilities, including, but not limited to, reservoirs, pump stations, transmission lines, distribution facilities, main lines, valves, fire hydrants and appurtenant facilities;
- Park, recreational facilities, open space and appurtenant facilities;
- Impact and other City or public agency fees, including but not limited to, Transportation Uniform Mitigation Fees, Development Impact Fees, school fees, water fees, drainage fees, sewer treatment and connection fees, water supply fees, water meter fees, water connection fees, storm drain fees, capital facilities' fees and other city or public agency fees and all capital facilities which are part of these fee programs and capital improvement programs;
- Incidental expenses.
- City facilities.

#### **OTHER**

The District may also finance any of the following:

1. Bond related expenses, including underwriters' discount, reserve fund, capitalized interest, financial advisor fees and expenses, bond and disclosure counsel, special tax consultant fees and expenses, dissemination agent fees and all other incidental expenses.
2. Administrative fees of the City and the Bond trustee or fiscal agent related to the District and the Bonds.

3. Reimbursement of costs related to the formation of the District advanced by the City or any related entity, or any landowner or developer within the District, as well as reimbursement of any costs advanced by the City or any related entity, or any landowner or developer within the District, for facilities or other purposes or costs of the District.

This description of the public capital facilities is general in nature. The final nature and location of improvements and facilities will be determined upon the preparation of final plans and specifications. The final plans and specifications may show substitutes in lieu of, or modifications to, proposed work. Any such substitution shall not be a change or modification in the proceedings as long as the facilities provide a service substantially similar to that as set forth in the Report.



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** January 10, 2023

**SUBJECT:** Recognized Obligation Payment Schedule FY 2023-24 (ROPS)

**REQUESTED ACTION:** That the Successor Agency to the Redevelopment Agency of the City of Perris Approve a Resolution Adopting the FY 2023-24 Recognized Obligation Payment Schedule

**CONTACT:** Matthew Schenk, Director of Finance

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

In connection with the approval and adoption of the State Budget for Fiscal Year 2011-12, the California Legislature adopted, and the Governor signed, Abx1 26 (Stats. 2011, chap. 5, "Abx1 26") (the "Dissolution Act"), which aimed to dissolve all redevelopment agencies in the State of California.

The Successor Agency is responsible for operation of the former Redevelopment Agency's programs (within the limits of the statute) and the disposal of its assets. Following the dissolution, the Agency is required to adopt a Recognized Obligation Payment Schedule ("ROPS"). The ROPS must follow a multi-step approval process. After City Council/Successor Agency approval, the ROPS must be reviewed and approved by the Countywide Oversight Board and ultimately submitted to the State Controller's Office and the Department of Finance.

The recommended ROPS covers the period from Fiscal Year July 2023 through June 2024.

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

Adoption of the ROPS is required to ensure all required bond debt service payments are made timely.

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Prepared by: Matthew Schenk, Director of Finance



**REVIEWED BY:**

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

Assistant City Manager MB

Deputy City Manager ER

**Attachments:**

1. Resolution Approving a Recognized Obligation Payment Schedule FY 2023-24

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

## ATTACHMENT 1

RESOLUTION APPROVING A RECOGNIZED  
OBLIGATION PAYMENT SCHEDULE 2023-24

**RESOLUTION NUMBER \_\_\_\_\_**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED  
REDEVELOPMENT AGENCY OF THE CITY OF PERRIS APPROVING  
A RECOGNIZED OBLIGATION PAYMENT SCHEDULE 23-24**

**WHEREAS**, Assembly Bill x1 26 (“AB 26”) which abolished redevelopment in California and set forth the “winding down” procedures for redevelopment agencies, the designation of successor entities and oversight boards was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

**WHEREAS**, Assembly Bill 1484 (“AB 1484”) which adds and amends certain provisions contained in AB 26, including the process for adopting Recognized Obligation Payment Schedules, was passed by the State Legislature and signed by the Governor on June 27, 2012; and

**WHEREAS**, pursuant to Health and Safety Code Section 34173(d), the Successor Agency to the Dissolved Redevelopment Agency of the City of Perris (“Successor Agency”) is the successor agency to the dissolved Redevelopment Agency of the City of Perris, confirmed by City of Perris Resolution No. 4383; and

**WHEREAS**, pursuant to Health and Safety Code Section 34179(j), effective July 1, 2018, the Countywide Oversight Board for the County of Riverside (“Oversight Board”) shall be in operation and the current Oversight Boards of all Successor Agencies within the County of Riverside shall dissolve; and

**WHEREAS**, the Oversight Board of the Successor Agency, previously established to direct the Successor Agency to take certain actions to wind down the affairs of the Dissolved Redevelopment Agency of the City of Perris, has been dissolved; and

**WHEREAS**, pursuant to Health and Safety Code Section 34177(l), the Successor Agency must prepare a Recognized Obligation Payment Schedule (“ROPS”) for each one-year fiscal period; and

**WHEREAS**, pursuant to Health and Safety Code Section 34177(l)(2)(B), the Oversight Board must duly approve each ROPS; and

**WHEREAS**, AB 1484 allows the Department of Finance (“DOF”) five business days to request a review of any action by the Oversight Board; and

**WHEREAS**, if, at the expiration of the five business day review period of DOF has not requested a review of an oversight board action, the action shall be deemed effective; and

**WHEREAS**, pursuant to Health and Safety Code Section 34177(l) and (m), the Successor Agency has prepared, approved and submit to the Oversight Board for approval the ROPS for the period covering July 1, 2023 through June 30, 2024 (“ROPS 23-24”); and

**WHEREAS**, the Successor Agency must submit the Oversight Board-approved ROPS 23-24 to the County Auditor-Controller (“CAC”); State Controller’s Office (“SCO”) and the DOF, and be posted on the City’s website.

**NOW THEREFORE**, the Successor Agency does resolve as follows:

**Section 1.** The above recitals are all true and correct and incorporated herein.

**Section 2.** The Successor Agency hereby finds the ROPS 23-24, attached hereto as Exhibit “A” and incorporated herein by reference is consistent with, satisfies all of the requirements set forth in Health and Safety Code Section 34177 and complies with the provisions of AB 26 and AB 1484.

**Section 3.** The Successor Agency hereby approves and adopts the ROPS 23-24, in substantially the form attached hereto as Exhibit “A.”

**Section 4.** The Successor Agency hereby authorizes and directs staff to submit the Oversight Board-approved ROPS 23-24 to the CAC, SCO and the DOF.

**Section 5.** The Successor Agency is hereby authorized to modify the ROPS 23-24 with respect to formatting or presentation should the DOF make changes to the report without action from the Oversight Board.

**Section 6.** The Successor Agency hereby designates the Director of Finance as the official to whom which the DOF may contact pursuant to Oversight Board actions and authorizes the Director of Finance to provide the DOF with the information requested; and the Director of Finance shall provide the DOF with his/her contact information. Furthermore, the Director of Finance is authorized to meet and confer pursuant to Health and Safety Section 34179.6(e), on behalf of the Successor Agency and Oversight Board to resolve any issues pertaining to the ROPS 22-23 or any other issues covered by this Resolution.

**Section 7.** Should the DOF determine that the action herein requires reconsideration, the Director of Finance on behalf of the Oversight Board is hereby authorized, in his/her sole and absolute discretion to determine whether the DOF’s request mandates Oversight Board action or can be addressed administratively by the Successor Agency with the caveat that such action be: (i) within the scope of the Successor Agency; (ii) financially or administratively immaterial; (iii) generally or specifically authorized by AB 26 or AB 1484.

**Section 8.** Should any substantive action not falling within the confines of Section 7 of this Resolution be pursued by the DOF, CAC, SCO or any other party adverse to the intent of the Oversight Board pursuant to this resolution, including, but not limited to its disapproval after review by the DOF, whether or not a meet and confer process or Successor Agency intervention has occurred to resolve the matter, this Resolution shall not be set aside, and remain in full force and effect.

**Section 9.** The Successor Agency declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of

competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Resolution shall remain in full force and effect. The Successor Agency declares that the Successor Agency would have adopted this resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 10.** The Successor Agency Secretary shall certify to the adoption of this Resolution.

**ADOPTED, SIGNED and APPROVED** this 10<sup>th</sup> day of January 2023.

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Michael M. Vargas  
Successor Agency Chairperson

ATTEST:

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Nancy Salazar, Secretary of Successor Agency to the Dissolved Redevelopment Agency of the City of Perris

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

I, Nancy Salazar, SECRETARY OF SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly adopted by the Successor Agency to the Dissolved Redevelopment Agency of the City of Perris at a regular meeting held the 10<sup>th</sup> day of January 2023, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Nancy Salazar, Secretary of Successor Agency to the Dissolved  
Redevelopment Agency of the City of Perris

Attachment: Exhibit A Recognized Obligation Payment Schedule 23-24

**EXHIBIT A**

**Recognized Obligation Payment Schedule 23-24**

**Recognized Obligation Payment Schedule (ROPS 23-24) - Summary**  
**Filed for the July 1, 2023 through June 30, 2024 Period**

**Successor Agency:** Perris  
**County:** Riverside

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>23-24A Total (July - December)</b>	<b>23-24B Total (January - June)</b>	<b>ROPS 23-24 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 3,824,725</b>	<b>\$ 1,032,781</b>	<b>\$ 4,857,506</b>
F RPTTF	3,699,725	907,781	4,607,506
G Administrative RPTTF	125,000	125,000	250,000
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 3,824,725</b>	<b>\$ 1,032,781</b>	<b>\$ 4,857,506</b>

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
Name Title

/s/ \_\_\_\_\_  
Signature Date



**Perris**  
**Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail**  
**July 1, 2023 through June 30, 2024**

A Item #	B Project Name	C Obligation Type	D Agreement Execution Date	E Agreement Termination Date	F Payee	G Description	H Project Area	I Total Outstanding Obligation	J Retired	K ROPS 23-24 Total	L	M ROPS 23-24A (Jul - Dec)			P Admin RPTTF	Q 23-24A Total	R Bond Proceeds	S Fund Sources			U RPTTF	V Admin RPTTF	W 23-24B Total
												Reserve Balance	Other Funds	RPTTF				Reserve Balance	Other Funds	RPTTF			
15	Attorney Fees	Admin Costs	01/01/2014	06/30/2018	Alshire & Wynder	Attorney Fees	ALL	\$58,437,726	N	\$4,857,506	\$-	\$-	\$3,699,725	\$125,000	\$-	\$-	\$-	\$-	\$-	\$907,781	\$125,000	\$-	\$-
18	Administration	Admin Costs	01/01/2014	06/30/2018	City of Perris	Administration	ALL	250,000	N	\$250,000				125,000							125,000		\$125,000
23	PFA 2015A	Bonds Issued After 12/31/10	07/09/2015	10/01/2036	US Bank	BONDS payable from repayment of four separate loans with respect to three separate Redevelopment projects and one Housing Loan.	ALL	14,400,000	N	\$1,765,238				1,497,619		\$1,497,619				267,619			\$267,619
24	PFA 2015B	Bonds Issued After 12/31/10	07/09/2015	10/01/2036	US Bank	BONDS payable from repayment of three separate loans with respect to three separate Redevelopment projects.	ALL	17,425,000	N	\$1,498,568				1,195,059		\$1,195,059				303,509			\$303,509
25	2018 Taxable Refunding Bonds (Refunded 2009 A, B, & C)	Bonds Issued After 12/31/10	08/15/2018	10/01/2039	US Bank	BONDS		17,154,352	N	\$1,000,673				769,802		\$769,802				230,871			\$230,871
26	2019 Taxable Refunding Parity Bonds (Refunding 2010 A)	Bonds Issued After 12/31/10	12/03/2019	10/01/2039	US Bank	Bonds		9,208,374	N	\$343,027				237,245		\$237,245				105,782			\$105,782



**Perris**  
**Recognized Obligation Payment Schedule (ROPS 23-24) - Notes**  
**July 1, 2023 through June 30, 2024**

Item #	Notes/Comments
15	
18	
23	
24	
25	
26	



**CITY OF PERRIS**  
FINANCE DEPARTMENT

101 North D Street  
Perris, California 92570  
Tel: (951) 943-6100  
Fax: (951) 943-1871

**ROPS 23-24 Administrative Budget**

Pursuant to HSC section 34171 (b), the administrative cost allowance will be calculated as follows:

- The administrative cost allowance shall be up to 3 percent of actual property tax distributed in the preceding fiscal year, less:
  - o Prior year administrative cost allowance
  - o Prior year city/county loan repayments pursuant to HSC section 34191.4 (b)
- The administrative cost allowance shall not be less than \$250,000 unless the bullet below applies.
- The annual administrative cost allowance shall not exceed 50 percent of total Redevelopment Property Tax Trust Fund (RPTTF) distributed to pay enforceable obligations in the preceding fiscal year.

The City of Perris hereby requests the minimum administrative cost allowance of \$250,000 per the guidelines listed above. The last bullet point does not apply to the City of Perris; therefore, the minimum allowance is applicable.



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Matthew Schenk – Director of Finance

**SUCCESSOR AGENCY TO THE REDEVELOPEMENT AGENCY OF THE CITY OF PERRIS**  
**ADMINISTRATIVE BUDGET**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
City Staff Administrative Costs	<u>\$ 250,000.00</u>
Total Administrative Budget	<u>\$ 250,000.00</u>



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** January 10, 2023

**SUBJECT:** Industrial CFD Policy

**REQUESTED ACTION:** That the City of Perris adopt the resolution approving the updated Debt Issuance and Management Policy

**CONTACT:** Matthew Schenk, Finance Director

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

On November 30, 2021, the City Council approved the amended Debt Issuance and Management Policy which includes changes related to industrial CFDs permitted in the City ("Policy"). The Policy outlines certain requirements that must be met in order for a commercial or industrial CFD to be formed. Since the Policy adoption, City staff and consultants identified a few potential policy changes which are included in the attached updated Policy ("Updated Policy") in order to facilitate the formation of industrial CFDs. The Updated Policy is attached as Exhibit A to the Resolution attached hereto.

One of the key changes was to eliminate the requirement that the developer of an industrial CFD must be a public company. City staff and consultants believe the prior requirement unnecessarily limited the pool of potential investors when all other requirements for formation of an industrial CFD are met under the Policy. Other key changes include the addition of requirements if the developer is not the owner of all of the land within the proposed CFD or if the developer has the reasonable expectation that they will sell all or a portion of the land.

The City's consultants believe the Updated Policy mitigates the risks associated with industrial CFDs and identifies the appropriate circumstances that must be met before industrial CFDs are considered. At the December 15, 2022 meeting, the Ways & Means Subcommittee recommended approval of the Updated Policy to the City Council.

#### **RECOMMENDATION**

It is recommended that the City Council adopt the Updated Policy.

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**BUDGET (or FISCAL) IMPACT:**

No fiscal impact.

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Prepared by:

**REVIEWED BY:**

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

Attachments: 1. Resolution Approving Updated Debt Issuance and Management Policy

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

**ATTACHMENT 1**

**RESOLUTION APPROVING UPDATED  
DEBT ISSUANCE AND MANAGEMENT  
POLICY**



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PERRIS APPROVING AN UPDATED DEBT ISSUANCE AND  
MANAGEMENT POLICY WHICH INCLUDES CHANGES  
RELATED TO INDUSTRIAL MELLO-ROOS COMMUNITY  
FACILITIES DISTRICTS PERMITTED IN THE CITY**

**WHEREAS**, the City of Perris (the “City”) has previously adopted a “Debt Issuance and Management Policy” (the “Policy”) which policy describes in part, the City’s policies related to community facilities districts pursuant to the Mello-Roos Community Facilities Act of 1982, commencing with Section 5331 1 of the Government Code of the State of California (the “Mello-Roos Act”); and

**WHEREAS**, on November 30, 2021, the City amended the Policy to provide for the ability to form a community facilities district for industrial projects and revise certain provisions of its policies for financing pursuant to the Mello-Roos Act; and

**WHEREAS**, the City desires to update the Policy to eliminate the requirement that the developer of an industrial CFD must be a public company to avoid unnecessarily limiting the pool of potential investors when all other requirements are met; and

**WHEREAS**, also, the City desires to update the Policy to include additional requirements in the situation that the developer is not the owner of all of the land within the proposed community facilities district or if the developer has the reasonable expectation that they will sell all or a portion of the land; and

**WHEREAS**, the City Council desires to adopt the amended policy entitled “Debt Issuance and Management Policy” (the “New Policy”) attached hereto as Exhibit A and by this reference incorporated herein.

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

**Section 1.** Each of the above recitals is true and correct and is adopted by the Council and incorporated herein.

**Section 2.** That the New Policy in the form attached hereto as Exhibit A is hereby approved.

**Section 3.** That the City Manager or Finance Director of the City is hereby authorized and directed to implement the New Policy for and on behalf of the City.

**Section 4.** This resolution shall take effect upon its adoption.

**ADOPTED, SIGNED** and **APPROVED** this 10<sup>th</sup> day of January, 2023.

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MAYOR OF THE CITY OF PERRIS

Attest:

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CITY CLERK OF THE CITY OF PERRIS

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 No. \_\_\_\_\_ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 10<sup>th</sup> day of January, 2023, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:

By: \_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**DEBT ISSUANCE AND MANAGEMENT POLICY**

[SEE ATTACHED]



# Debt Issuance and Management Policy

City of Perris

## **Introduction**

The Debt Issuance and Management Policy (the “Policy”) provides written guidelines for issuing debt and managing outstanding debt and provides guidance to policy makers regarding the timing and purposes for which debt may be issued, types and amounts of permissible debt, and method of sale that may be used in satisfaction of the requirements of SB 1029, codified as part of Government Code Section 8855. Adherence to a debt policy helps to ensure the City’s debt is issued and managed prudently in order to maintain a sound financial position and optimal credit ratings.

## **Purpose**

The purpose of this Policy is to provide functional tools for debt management, capital planning, and cash flow management in a conservative and prudent manner. The City’s most appropriate use of debt financing is for the purchase or construction of major capital facilities that will serve as a long-term community asset. The policies outlined below are not intended to serve as a list of rules to be applied to the City’s debt issuance process, but rather to serve as a set of guidelines to promote sound financial management.

The Policy as described herein is in accordance with current legislation and incorporates industry best practices. It has been devised to serve as a public representation of City objectives in relation to its use of any debt obligation. The Policy is further intended to memorialize guiding directives from the City Council (“Council”) to management and staff for decisions and recommendations related to the financial profile of the City.

The policy may be applied to any related entities to the City to the extent that entity does not have a separate policy.

## Position

The Council intends that the City establish and maintain a framework for public finance borrowings such as general obligation bonds (“GO Bonds”), lease revenue bonds (“LRBs”), and certificates of participation (“COPs”) issued or delivered by the City, including community facilities districts bonds (“CFDs”), Assessment Districts bonds (“ADs”), and other forms of indebtedness by the City.

1. Legal City debt or obligations, as the case may be, will be incurred mostly for major capital projects, not for any recurring purpose such as current operating and maintenance expenditures. For betterment and repair and replacement projects, debt financing may be used to better match the anticipated need and costs with available funds on hand. Smaller projects should be funded on a “pay-as-you-go” basis from current revenues. The City shall not construct or acquire a facility if it is unable to adequately provide for the subsequent annual operation and maintenance costs of the facility throughout its expected life. The weighted average useful life of the asset(s) or project financed through debt issuance shall exceed the payout schedule of any debt the City assumes.
2. Careful and consistent monitoring of such debt issuance is required to preserve the City’s credit strength, budget and financial flexibility.
3. This policy shall be applicable for debt financing for the payment of facilities and special tax financing for facilities and services, as guidelines to assist concerned parties in following the City’s approach to Community Facilities District financing. It is the City’s goal to support projects which address a public need and provide a public benefit. Proposed projects requesting Community Facility District debt financing or other financing will be evaluated to determine if such financing is financially viable and in the best interest of the City and current and future City and project residents.

The City will consider applications requesting the formation of community facilities districts to finance facilities and services and the issuance of bonds to finance eligible public facilities pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Mello Roos Act"). The City reserves the right to request any additional reports, information or studies reasonably necessary in evaluating these applications.

All City and any consultant costs incurred in evaluating applications requesting the establishment of Districts will be paid by the applicant(s) by advance deposit increments or as otherwise agreed in writing by the City. The City shall not incur any non-reimbursable expense for processing such applications. Expenses not chargeable to the district shall be borne by the applicant.

#### 4. POLICY

- i. In following this Policy, the City shall pursue the following debt management goals.
  - a. When funding capital improvements, the City will review all funding sources and determine the best source based on need and use of items being financed. For capital projects, the City will review the capital improvement program to

determine if debt issuance is the best source of funding given the overall capital improvement program and budget.

- b. For publicly offered debt, the City shall endeavor to attain the best possible credit strategy for each debt issue (with or without credit enhancement) in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements.
- c. The City shall remain mindful of debt limits in relation to assessed value changes within the City and the tax burden needed to meet long-term capital requirements.
- d. The City shall consider market conditions and City cash flows when timing the issuance of debt.
- e. The City shall determine the amortization (maturity) schedule which will best fit with the overall debt structure of the City at the time new debt is issued.
- f. The City shall give consideration to matching the term of the debt issue to the useful lives of related assets whenever practical, while considering repair and replacement costs of those assets to be incurred in future years as an offset to the useful lives, and the related length of time in the payout structure.

5. AUTHORIZATION AND TYPES OF DEBT AUTHORIZED TO BE ISSUED

- i. Authority and Purpose of the Issuance of Debt – The City is organized as a general law city, duly organized and validly existing under the laws of the State of California. The laws of the State of California authorize the issuance of debt of the City, and/or confer upon it the power and authority to make lease payments, contract debt, borrow money, and issue bonds for public improvement projects. Under these provisions, the City may contract debt to pay for the cost of acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging and equipping City projects and or facilities, or to refund existing debt of the City.
- ii. New Debt
  - a. Debt issues may be used to finance capital facilities, projects and certain capital equipment where it is appropriate to spread the cost of the projects over more than one fiscal year.
  - b. Projects which are not appropriate for spreading costs over future years shall not be debt financed.
  - c. Long-term debt shall, under no circumstances, be used to fund City operations.
  - d. The City may issue long-term debt which may include, but is not limited to, GO Bonds, LRBs, COPs, CFDs, ADs and/or other capital lease-purchase

structures for capital facilities and projects, including fees which fund capital facilities.

iii. Land-Based Financings – Residential

- a. Public Purpose. There will be a clearly articulated public purpose in forming an assessment or special tax district in financing public infrastructure improvements. Council approval must be obtained to use this form of financing and it is Council’s discretion whether the proposed project is categorized as “industrial”, “residential”, “commercial” or other for purposes of this policy.

The City shall have final determination as to any facility's eligibility for financing, as well as the prioritization of facilities to be included within a district. The City shall evaluate the priority of such items on a project by project basis. The City may also require applicants to commit significant equity to projects for which public financing assistance is requested. The City shall also require the payment of a capital facilities fee of not less than \$1,000 per unit for Residential CFDs and \$0.0825 per Industrial building per square foot to finance facilities described in the resolution of intention to form the district or similar resolution relating to changes or annexations to the district.

- b. Eligible Improvements. Except as otherwise determined by the Council when proceedings for district formation are commenced, preference in financing public improvements through a special tax district will be given for those public improvements that help achieve clearly identified community facility and infrastructure goals in accordance with adopted facility and infrastructure plans as set forth in key policy documents such as the General Plan, Specific Plan, Facility or Infrastructure Master Plans, or Capital Improvement Plan.

Such improvements include study, design, construction and/or acquisition of:

1. Public safety facilities;
2. Streets, highways, and bridges;
3. Flood control facilities;
4. Street lighting;
5. Libraries;
6. Traffic signal and safety lighting;
7. Public utilities;
8. Park facilities, open space;



9. Recreational facilities;
10. Storm drain facilities;
11. Sanitary sewer facilities measures involving land acquisition, dedication, and revegetation;
12. Biological mitigation;
13. Potable and reclaimed water facilities;
14. Sewer facilities and water facilities;
15. School facilities;
16. Facilities authorized pursuant to development agreements, impact fee programs, capital improvement programs and capital facility fee programs of the City and other public agencies;
17. Other governmental facilities and improvements such as offices, information technology systems and telecommunication systems.
18. Other facilities authorized pursuant to the Mello-Roos Act, as such act may be amended from time to time.

The list of public services eligible to be financed are:

1. Fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and
2. Police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto; and
3. Park, parkways and open space maintenance services, including all furnishings, equipment and supplies related thereto; and
4. Flood and storm protection services; and
5. Such other services and related facilities permitted by the Mello-Roos Act which the City determines necessary to fund pursuant to a resolution.

The City shall determine and evaluate the priority of services and the eligibility to fund services on a district by district basis.

- c. Active Role. Even though land-based financings may be a limited obligation of the City, we will play an active role in managing the district. This means that the City will select and retain the financing team, including the financial advisor, bond counsel, trustee, appraiser, disclosure counsel, special tax consultant, assessment engineer and underwriter. Any costs incurred by the City in retaining these services will generally be the responsibility of the property owners or developer, and will be advanced via a deposit when an application is filed; or will be paid on a contingency fee basis from the proceeds from the bonds or as provided by fee agreement.
- d. Credit Quality. When a developer requests a district, the City will carefully evaluate the applicant's financial plan and ability to carry the project, including the payment of assessments and special taxes during build-out. This may include detailed background, credit and lender checks, and the preparation of independent appraisal reports and market absorption studies. For districts where one property owner accounts for more than 25% of the annual debt service obligation, a letter of credit further securing the financing may be required. The City's independent financial advisor/consultant must review the proposed issuance of the bonds for viability.
- e. Reserve Fund. A reserve fund should be established in the lesser amount of: the maximum annual debt service; 125% of the annual average debt service; or 10% of the bond proceeds.
- f. Value-to-Debt Ratios. The minimum value- to-debt ratio should generally be 4:1. This means the value of the property in the district, with the public improvements, should be at least four times the amount of the assessment or special tax debt. In special circumstances, after conferring and receiving the concurrence of the City's financial advisor and bond counsel that a lower value-to-debt ratio is financially prudent under the circumstances; the City may consider allowing a value-to-debt ratio of 3:1.
- g. Appraisal Methodology. Determination of value of property in the district will be based upon the full cash value as shown on the ad valorem assessment roll or upon an appraisal by an independent, impartial, and qualified appraiser. The definitions, standards and assumptions to be used for appraisals will be determined by the City on a case-by-case basis, with input from City consultants and district applicants, and by reference to relevant materials and information promulgated by the State of California, including the Appraisal Standards for Land Secured Financings prepared by the California Debt and Investment Advisory Commission (CDIAC).
- h. Capitalized Interest During Construction. Decisions to capitalize interest will be made on case-by-case basis, with the intent that if allowed, it should improve the credit quality of the bonds and reduce borrowing costs, benefiting both current and future property owners.

- i. Maximum Burden. Annual assessments (or special taxes in the case of Mello-Roos or similar districts) should generally not exceed 1% of the sales price of the property; and total property taxes, special assessments and special taxes payments collected on the tax roll (all “overlapping” debt burden) should generally not exceed 2%. At formation and/or bond issuance, this 2% will be based on median home price.
- j. Benefit Apportionment. Assessments and special taxes will be apportioned according to a formula that is clear, understandable, equitable and reasonably related to the benefit received by, or burden attributed to, each parcel with respect to its financed improvement. An annual escalation factor of 2% may be permitted for residential districts.
- k. Special Tax District Administration. In the case of Mello-Roos or similar special tax districts, the total maximum annual tax should not exceed 110% of annual debt service. The rate and method of apportionment should include a back-up tax in the event of significant changes from the initial development plan, and should include procedures for prepayments. Neither the City nor the Community Facilities District shall be obligated to pay for the cost of determining the prepayment amount, which is to be paid by the applicant.
- l. Foreclosure Covenants. In managing administrative costs, the City will establish minimum delinquency amounts per owner, and for the district as a whole, on a case-by-case basis before initiating foreclosure proceedings.
- m. Disclosure to Bondholders. In general, each property owner who accounts for more than 20% of the annual debt service or bonded indebtedness must provide ongoing disclosure information annually as described under SEC Rule 15(c)-12.
- n. Disclosure to Prospective Purchasers. Full disclosure about outstanding balances and annual payments should be made by the seller to prospective buyers at the time that the buyer bids on the property. It should not be deferred to after the buyer has made the decision to purchase. When appropriate, applicants or property owners may be required to provide the City with a disclosure plan. Such plan may include home buyer notifications requiring signature prior to home purchases, as well as methods to notify subsequent home purchasers. The City may require that Developers offer residential buyers the option of having all special taxes prepaid upon close of escrow, with a corresponding increase in the purchase price of the residence.

The City shall use all reasonable means to ensure compliance with applicable federal securities laws in connection with the issuance of debt and the provision of annual information regarding any District established by the City with respect to which Bonds have been issued, including requiring any developer in a District who is material to the Bond issue to transmit

appropriate information to the City or its designee for disclosure to Bond investors.

iv. Land-Based Financings – Industrial or Commercial CFDs.

- a. Purpose. There will be a clearly articulated public purpose in forming an assessment or special tax district to finance industrial or commercial development. The proposed project will need to bring development and public benefit to the area in which the project is located. The public improvements related to the Project must be significant and necessary to provide services to develop a previously undeveloped or underdeveloped area of the City. Council approval must be obtained to use this form of financing and it is Council's discretion whether the proposed project is categorized as "industrial", "residential", "commercial" or other for purposes of this policy.
- b. Eligible Project. Projects will not be eligible for consideration until they meet or exceed \$7,000,000 of improvements to be funded. The developer will provide the City evidence of the value of the improvements prior to City Council approval.
- c. Eligible Developer. The developer must be experienced with industrial and/or commercial projects, including rental projects. As detailed below, the developer must provide evidence of experience and financial stability to the City. Developer must provide all financial and development information requested by City related to developer and/or any affiliates or related parties, including any past or current projects, financial stress and/or bankruptcies. City is entitled to request any financial information a financial institution may request in providing financing to a party. A significant additional deposit or contribution may be necessary from the Developer for the City to hire consultants to analyze the financial viability of the Developer, tenants and the project.
- d. Credit Quality. When a developer requests the formation of a district, the City will carefully evaluate the applicant's financial plan and ability to carry out the project, including the payment of assessments and special taxes during build-out. Prior to formation of a district, the following requirements must be met:
  1. The developer will provide a description of the tenants under negotiation and forms of potential leases to the City. All of the potential tenants must have formally acknowledged the taxes and lien on the property. The developer will identify any other debt payable on the project area. The developer shall provide the City their financials and the financials of the potential tenants over the last three years. In addition, the Developer will provide any information requested under subsection (b) above.
  2. The developer shall be a public company or a private company with a successful track record of warehousing/industrial and/or commercial development and ownership and management of similar projects. The developer shall provide the City proof of a successful track record of

warehousing/industrial and/or commercial development and ownership and management of similar projects. The developer shall provide information on at least three recent projects, any long-term projects and any information on failed projects in the last 20 years.

3. The developer must disclose to the City if the developer is not the owner of all of the land within the proposed district or if the developer intends to sell all or a portion of the land or otherwise transfer ownership during the term of the bonds. Financial Statements and other information and requirements of the Policy may be requested of the potential new owner(s) prior to formation, following transfer and/or bond issuance at the discretion of the City.
4. If the property owner is not the developer and is a single entity LLC or other entity, the developer shall provide a financial guaranty or letter of credit in a form satisfactory to the City's Bond Counsel or City Attorney to secure payment of special taxes, if the City deems it necessary.

e. Letter of Credit. Property Owner/Developer must be willing to provide a letter of credit or other potential security at bond issuance. Letter of credits may be requested on a case by case basis. Letters of credit may be required in various potential ways:

1. letter of credit securing the bonds;
2. letter of credit securing three years of debt service and will be replenished annually back to three years;
3. letter of credit securing undeveloped property (potentially in addition to 2); or
4. letter of credit or guaranty for such other amount or term as determined by the City.

Letters of credit may be warranted for the following reasons at the sole discretion of the City:

1. to minimize special tax defaults or foreclosure risk;
2. because of the percentage of the project leased, the type of tenants, percentage of tenants, property owner, uses, debt related to the property or other reasons.
3. as otherwise provided by these policies or determined by the city.
4. based on a recommendation of the City's financial consultant or financial advisor.

The determination to request a letter of credit shall be made prior to bond issuance. The City may provide indications of the necessity for a letter of credit and the type of letter of credit at formation. The letter of credit may be provided as security for the bond issue or potentially to the City for an agreement for special taxes, as determined by city. Prior to debt issuance of a district, the following requirements must be met:

1. The City's independent financial advisor/consultant must review the financials of the developer and tenants and the forms of the leases for viability. Based on the review, the City's financial advisor/consultant

shall provide a recommendation for a letter of credit if necessary or other security.

2. All current tenants must acknowledge, in a form satisfactory to the City's Bond Counsel, that the property they are leasing is subject to annual special tax payments and secured by a special tax lien recorded against the property. All future tenants must provide such acknowledgement prior to or concurrently with entering their lease. Tenants must acknowledge that their lien is subordinate to the special taxes and has the potential to be wiped out upon foreclosure.
3. Confirmation that at least 75% of the project is leased or being operated as a business by the property owner. Leases should span the term of bonds. The proposed majority tenants shall be well known companies with strong track records. Financial information on potential tenants shall be provided to City upon request. Terms of leases and tenants are significant in evaluating the viability of a project.
4. Build out of the project should be substantially complete.
5. Letters of credit may need to be provided as determined by these policies.
6. Any information not provided prior to formation or requested by the City must be submitted.

f. Tax Burden. The developer shall certify that the total tax burden on its tenants shall not be significantly burdensome on its tenants based on the rental charges, other taxes and charges due.

g. Other Provisions. Unless stated otherwise or in conflict with the provisions of this section, the requirements from Section 5 (iii) (c)-(n) of this policy apply to industrial and commercial land-based financings.

- v. Exceptions - The City Council may waive certain requirements of the residential/commercial and/or industrial policies not required by law where it determines to do so or finds such exceptions are in the public interest. The City may remove the tax lien should the provisions of the CFD not be met within five years of formation and the City determines to do so.

## 6. STRUCTURE OF DEBT ISSUES

- i. Relation of Debt to City Budget – The City shall review and consider its existing capital improvement/facilities plan when issuing debt. Each debt issuance should be evaluated on an individual basis within the context of the City's overall financing objectives, integration with the City's capital improvement program, and current market conditions.
- ii. Maturity of Debt – The City shall structure debt to mature in compliance with the provisions of the Internal Revenue Code (or any successor thereto) and ensure that the term of the debt issuance does not exceed the expected useful life of the capital project permitted by the Internal Revenue Service.

- iii. Debt Service Structure – The City shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, provide flexibility, and, as practical, to recapture or achieve its best credit rating for future use. The City will evaluate alternative debt structures (and timing considerations) to ensure the most cost-efficient financing under prevailing market conditions. Annual debt service payments shall generally be amortized on a level basis. An internal analysis will be conducted for each proposed long-term financing which analyzes the impact on current and future budgets for debt service and operations. This analysis will also address the reliability of revenues to support debt service. No new debt will be undertaken without consulting appropriate external financial advisors and bond counsel. Financial advisors and bond counsel will be selected in a manner consistent with the City’s customary practice of hiring professional services.
- iv. Call Provisions – The City may provide for the call and redemption of bonds before their maturity at times and prices and upon any other terms as it specifies, based upon analysis from the underwriters and financial advisors of the economics of callable versus non-callable features.
- v. Credit Enhancement – The City may enter into credit enhancement agreements such as municipal bond insurance, reserve sureties, and letters of credit with commercial banks, municipal bond insurance companies, or other financial entities when such enhancement results in lower borrowing costs, eliminates restrictive covenants, or has a net economic benefit to the debt issuance. The City shall use a competitive process to select providers of such credit enhancements to the extent applicable.

## 7. SALE OF SECURITIES

The City will determine on a case-by-case basis whether to sell its bonds through a public sale or a private placement.

- i. Public Sale – There are two methods of public sale of debt, competitive and negotiated. Preference shall be given to competitive sales. However, both methods of sale shall be considered for all issuance of debt to the extent allowed by law, as each method has the potential to achieve the lowest financing cost given the right conditions.
  - a. Competitive Sale – When a competitive bidding process is deemed the most advantageous method of sale for the City, award shall be based upon, among other factors, the lowest offered True Interest Cost (“TIC”), as long as the bid adheres to requirements set forth in the official notice of sale.
  - b. Negotiated Sale – The City recognizes that some securities are best sold through negotiation. When a negotiated sale process is deemed the most advantageous method of sale for the City, selection shall be based upon, among other factors, qualifications, experience, pricing ability, and fees.

- ii. Private Placement – From time to time the City may elect to issue debt on a private placement basis. While not used as frequently as negotiated or competitive public sale methods, a private placement sale may be appropriate when the financing can or must be structured for a single or limited number of purchasers. Such method of sale shall be considered if it is demonstrated to result in cost savings or provide other advantages relative to other methods of debt issuance, or if it is determined that access to the public market is unavailable and timing considerations require that a financing be completed.

## 8. CREDIT RATING AGENCIES

- i. In public issuance of debt, the City shall endeavor to attain the best possible credit rating for each debt issue (with or without credit enhancement).
- ii. In private placement, the City will consider the debt issuance on its overall credit rating.
- iii. The City shall endeavor to maintain effective relations with credit rating agencies.
- iv. The City and its financial advisor shall meet with, make presentations to, or otherwise communicate with the credit rating agencies on a regular basis in order to keep the credit rating agencies informed concerning the City's capital project plans, debt issuance program, debt management activities, and other appropriate financial information.

## 9. REFUNDING AND RESTRUCTURING OUTSTANDING DEBT

- i. Whenever deemed to be in the best interest of the City, the City may consider refunding or restructuring outstanding debt. The primary considerations for refunding or restructuring outstanding debt shall be financially advantageous or beneficial structuring.
- ii. The financial advantages of refunding outstanding debt shall be based upon a review of a net present value analysis of any proposed refunding in order to make a determination regarding the cost-effectiveness of the proposed refunding.
  - a. Generally, the City may initiate a refunding when three (3.00%) percent net present value or greater savings as a percentage of the refunded aggregate principal amount can be achieved.
  - b. The target net present value savings as a percentage of the refunded aggregate principal amount shall be no less than three (3.00%) percent at the time of sale. This figure should serve only as a guideline; the City must evaluate each refunding opportunity on a case-by-case basis and must take into consideration: time to maturity; size of the issues; current interest rate environment; annual cash flow savings; and the value of the call option.



The City Manager or his designee shall have the discretion to designate a lower percentage savings if applicable.

#### 10. INTERNAL CONTROLS

The City shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred.

- i. All debt transactions must be approved by the Council or applicable governing board. The proceeds of bond sales will be invested until used for the intended project(s) in order to maximize utilization of the public funds. The investments will be made to obtain the highest level of 1) safety, 2) liquidity, and 3) yield, and may be held as cash. The City's investment guidelines and bond indentures will govern objectives and criteria for investment of bond proceeds. The City Manager or designate will oversee the investment of bond proceeds in a manner to avoid, *if possible*, and minimize any potential negative arbitrage over the life of the bond issuance, while complying with arbitrage and tax provisions.
- ii. Bond proceeds will be deposited and recorded in separate accounts to ensure funds are not comingled with other forms of City funds. The City's Trustee or Fiscal Agent will administer the disbursement of bond proceeds pursuant to each certain Indenture of Trust or Fiscal Agent Agreement, respectively. To ensure proceeds from bond sales are used in accordance with legal requirements, invoices submitted need to be approved by the City Manager or designated alternate for payment. Requisition for the disbursement of bond funds will be approved by the City Manager or designated alternate. Responsibility for general ledger reconciliations and records is segregated from the invoice processing, cash receipting, and cash disbursement functions.
- iii. The City Manager or designate will be tasked with monitoring the expenditure of bond proceeds to ensure they are used only for the purpose and authority for which the bonds were issued and exercising best efforts to spend bond proceeds in such a manner that the City will meet one of the spend-down exemptions from arbitrage rebate. Tax-exempt bonds will not be issued unless it can be demonstrated that 85% of the proceeds can reasonably be expected to be expended within the three-year temporary period.

#### 11. SB 1029 COMPLIANCE

Senate Bill 1029 ("SB 1029"), signed by Governor Brown on September 12, 2016, requires issuers to adopt debt policies addressing each of the five items below. The City believes this Policy is in compliance with SB 1029.

- i. *The purposes for which the debt proceeds may be used.*
  - a. Section 4 (Authorization And Types Of Debt Authorized To Be Issued) of this Policy provides information regarding the purposes for which the City may spend debt proceeds.

- ii. *The types of debt that may be issued.*
  - a. Section 4 (Authorization And Types Of Debt Authorized To Be Issued) of this Policy provides information regarding the types of debt the City may issue.
- iii. *The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.*
  - a. Section 3 (Policy) and Section 5 (Structure of Debt Issues) of this Policy provide information regarding the relationship between the City's debt and Capital Improvement Program.
- iv. *Policy goals related to the issuer's planning goals and objectives.*
  - a. Section 3 (Policy) of this Policy describes the City's planning goals and objectives.
- v. *The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.*
  - a. Section 9 (Internal Controls) of this Policy provides information regarding the City's internal control procedures designed to ensure that the proceeds of a debt issuance are spent as intended.
  - b.

## 12. MISCELLANEOUS

- i. The Policy was drafted with the intent of providing Council-approved guiding directives to management and staff for decisions and recommendations related to the financial profile of the City, and is intended to support the City's debt obligations to present and future generations of customers. The Policy is intended to be revisited and updated periodically if there is a material change in the risk exposures or conditions.
- ii. The City acknowledges that the capital marketplace fluctuates, municipal finance products change from time to time, and that issuer and investor supply and demand vary. These fluctuations may produce situations that are not anticipated or covered by this policy. As such, the Council may make exceptions or modifications to this policy to achieve the debt management goals outlined above. Management flexibility is appropriate and necessary in such situations, provided specific authorization is granted by the Council.
- iii. Waiver. The City Council or governing board may waive any provision of the policy if it determines that the waiver is appropriate for a particular issue or in the public interest.

Comprehensive Debt Policy

Adopted on May 9, 2017

Amended on November 30, 2021

Amended on January 10, 2023



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** January 10, 2023

**SUBJECT:** Consideration to award Contract to Deark E&C, Inc., for construction services of the Foss Field Park Tennis Court Improvement Project located at 101 N D Street, Perris, CA 92570.

**REQUESTED ACTION:** That the City Council 1) Adopt the plans and specifications for the project; 2) Award contract to Deark E&C, Inc., for a total contract amount of \$737,000; 3) Authorize 20% of the bid amount for construction contingency; 4) Authorize a Budget Allocation of \$350,000 from Industrial Park Development Impact Fees; and 5) Authorize the City Manager to execute all project related documents, approved as to form by the City Attorney.

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

#### BACKGROUND/DISCUSSION:

Staff solicited construction services for the Foss Field Park Tennis Court Improvement Project located at 101 North D Street, Perris, CA 92570 on Active Bidder. The proposed project entails the installation of new painted 4-inch concrete slab for two new tennis courts with netting, installation of new LED sports lighting luminaires on existing nine light poles, replacement of existing chain link fencing with new screening and City logo, two bleacher benches and court signage, installation of new tennis court entry gate opening with ADA accessibility, new dedicated ADA parking improvements, site grading and drainage improvements.

The project was published on Active Bidder, the City's bidding platform, and bids closed on November 22, 2022. A total of two bids were received ranging from \$737,000 to \$1,482,270 with the lowest responsive bid submitted by Deark E&C, Inc. At this time, the project fund balance is \$567,900, which is allocated from the American Rescue Plan Act ("ARPA"). Therefore, an additional \$350,000 is needed to secure the lowest responsive bid with contractor, Deark E&C, in the amount of \$737,000, and also fund project design and construction contingencies for a total project cost of \$912,650. Currently, there is no additional ARPA funding available, and therefore the funding delta request in the amount of \$350,000 would be appropriated from available Industrial Parks Development Impact Fee Funding.

On December 8, 2022, staff presented the two bids before the Parks and Recreation Committee ("Committee"). The Committee directed staff to move forward with the lowest bid received as recommended by staff and a budget amendment request in the amount of \$350,000 from available Industrial Park Development Impact Fee Funding to support the funding delta, and to proceed with

the proposed contract award to secure construction services of the Foss Field Park Tennis Court Improvement Project for City Council consideration.

Staff is requesting that the City Council award a contract to Deark E&C, Inc., for a total contract sum of \$737,000 for the construction of the Foss Field Park Tennis Court Improvement Project; authorize 20% of the Bid Amount for construction contingency due to unanticipated inflation cost with construction materials; authorize a budget allocation of \$350,000 from Industrial Park Development Impact Fees; and authorize the City Manager to execute all project related documents.

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**BUDGET (or FISCAL) IMPACT:** Cost associated with the Contract Award for construction services by Deark E&C, Inc. is \$737,000 plus 20% for project contingencies, will require an additional \$350,000 from the Industrial Park Development Impact Fee Fund to the Foss Field Park Tennis Court Improvements Project Budget (CIP# P051).

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Prepared by: Martin E. Martinez, Management Analyst

**REVIEWED BY:** Sabrina Chavez, Director of Community Services

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

City Manager: \_\_\_\_\_

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

Deputy City Manager: \_\_\_\_\_



- Attachments: 1: Project Site Location  
2: Project Plans  
3: Contract Services Agreement  
4: Active Bidder Summary Sheet  
5: Due to size, Bid Documents are available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>  
6: Due to size, the bid Project Manual and Specifications are available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



# CITY OF PERRIS

COMMUNITY SERVICES

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## ATTACHMENT 1: Project Site Location



# CITY OF PERRIS

COMMUNITY SERVICES

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## Project Site Location



Project Location



# CITY OF PERRIS

COMMUNITY SERVICES

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## ATTACHMENT 2: Project Plans



# CITY OF PERRIS TENNIS COURT IMPROVEMENT

## PARK LOCATION:

Foss Field Park



REVIEWED AND APPROVED BY D.M.

## DESIGN TEAM

DESIGN TEAM  
 EVERETT SMITH DESIGN  
 4630 24TH ST  
 CHINA, CA 91709  
 STRUC: (951) 241-1183  
 WWW.ESDDESIGN.COM  
 EVERETT SMITH  
 WWW.ESDDESIGN.COM  
 EVERETT SMITH  
 WWW.ESDDESIGN.COM

## SITE DATA

OWNER: CITY OF PERRIS  
 TENANT: CITY OF PERRIS  
 SCOPE OF WORK: PROPOSED CITY TENNIS COURT  
 COUNTY: RIVERSIDE CA  
 PROJECT NUMBER: 192117514 ST SITES-R  
 PROJECT NAME: ALLEN PARK, ALLEN AVENUE  
 CITY OF PERRIS  
 191 NORTH D ST PERRIS CA 92570



PROJECT NO.



EVERETT SMITH DESIGN, INC.  
 RIVERSIDE COUNTY, CA  
 4630 24TH STREET  
 CHINA, CA 91709  
 TEL: (951) 241-1183  
 WWW.ESDDESIGN.COM

RAHMAN ENGINEERING  
 1681 17TH ST SUITE B  
 CHINA, CA 91710  
 TEL: (951) 489-8978  
 WWW.RENGR.COM



PROJECT: 101 N D STREET PERRIS, CA

CLIENT: CITY OF PERRIS  
 101 N D STREET PERRIS, CA  
 PROJECT NAME: FOSS FIELD COURT IMPROVEMENTS



REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:  
 101 N D STREET PERRIS, CA

CLIENT NAME:  
 CITY OF PERRIS

TITLE SHEET

SCALE: AS SHOWN

DATE: 10/13/2022 1:00:00 PM

DRAWN BY: E.S.

CHECKED BY: E.S.

DATE: 10/13/2022 1:00:00 PM

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SCALE: AS SHOWN



**EVERETT SMITH  
DESIGNS INC.**  
PERRIS, CA 92571  
TEL: (951) 499-9779

**RAHMAN  
ENGINEERING**  
18441 179th ST #101, PERRIS, CA 92571  
TEL: (951) 499-9779

**CITY OF PERRIS**  
101 N.D STREET  
PERRIS, CA

**FOSS FIELD COURT  
IMPROVEMENTS**

101 N.D STREET  
PERRIS, CA

CITY OF PERRIS

Site Plan

Project Number	21-2156
Date	10/13/2022 1:50:38 PM
Drawn By	ES
Checked By	ES

**A1**  
As Indicated

**118-3261.4** DETECTABLE WARNING SHALL CONSIST OF A SURFACE OF TRUSSED OR CONCRETE SHALL COMPLY WITH SECTION 118-705.10 **RECORDED PER PER 118-3261.4**

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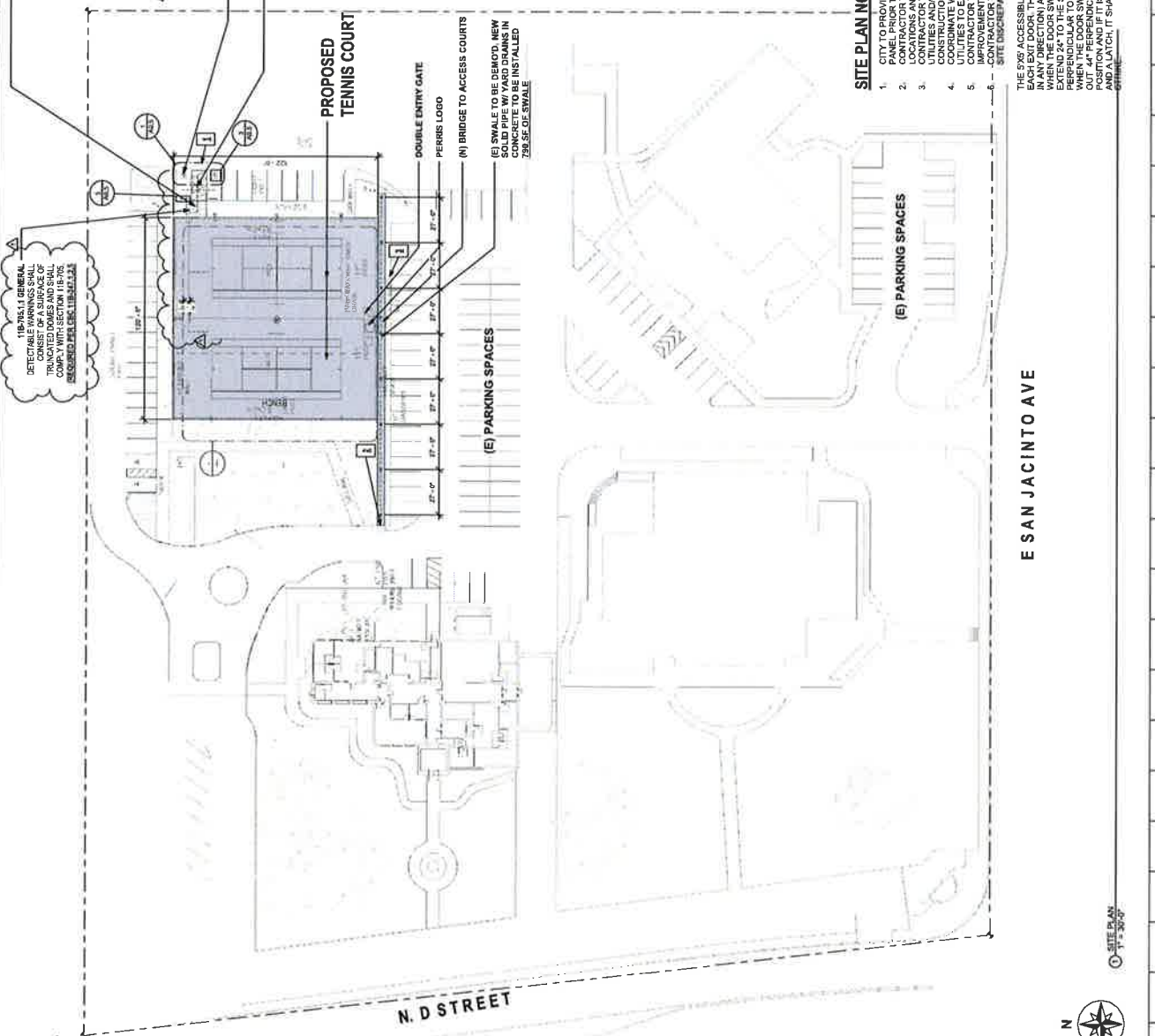
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**SITE PLAN NOTES**

1. CITY TO PROVIDE FINAL LOCATION OF ELECTRICAL PANEL PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO VERIFY EXISTING UTILITY LOCATIONS AND PROVIDE RECORD DRAWINGS TO PROTECT IN PLACE EXISTING UTILITIES AND/OR REPAIR AS NEEDED FOR NEW UTILITIES.
3. CONTRACTOR TO PROVIDE RECORD DRAWINGS TO CORRODATE WITH TRACES TO CONNECT NEW UTILITIES TO EXISTING UTILITIES.
4. CONTRACTOR TO PROTECT ALL EXISTING SITE UTILITIES.
5. CONTRACTOR TO CONTACT CITY OR DESIGNER WITH SITE DISCREPANCIES.

THE 6'X6' ACCESSIBLE LANDING AT THE ENTRANCE AND EACH EXIT DOOR, THE LANDING SHALL BE LEVEL, (2% MAX. SLOPE) AND BE FINISHED WITH A FINISH FLOOR. THE LANDING SHALL BE 48" WIDE AND SHALL EXTEND 24" TO THE SIDE OF STRIKE AND EXTEND OUT 60" PERPENDICULAR TO THE DOOR IN THE CLOSED POSITION. THE LANDING SHALL BE 48" WIDE AND SHALL EXTEND OUT 44" PERPENDICULAR TO THE DOOR IN THE CLOSED POSITION AND IF IT IS EQUIPPED WITH BOTH A CLOSER AND A LATCH, IT SHALL EXTEND 12" TO THE SIDE OF THE DOOR.



DATE: 10-13-2022





PREPARED BY:

**EVERETT SMITH  
DESIGNS, INC.**  
INVERCITY COUNTY, CA  
101 N. D STREET  
PERRIS, CA 92504  
TEL: (951) 498-8878  
www.esdesigns.com

*Everett Smith*  
Principal

Our goal is to provide you with the highest quality design services and to exceed your expectations. We are committed to your satisfaction and to the success of your project. We will work with you to ensure that your project is completed on time, on budget, and to your complete satisfaction.

DRAWN BY:

**RAHMAN  
ENGINEERING**  
1861 17TH ST SUITE-B  
CHINO, CA 91710  
TEL: (917) 498-8878



PROJECT:

101 N. D STREET  
PERRIS, CA

DATE:

**CITY OF PERRIS**  
101 N. D STREET  
PERRIS, CA

PROJECT NAME:

# FOSS FIELD COURT IMPROVEMENTS

REVISIONS:

No.	Description	Date

PROJECT ADDRESS:

101 N. D STREET  
PERRIS, CA

CLIENT NAME:

CITY OF PERRIS

Renderings

Sheet No.	21-233E
Job No.	10132022-1-SP-02-01
Drawn By	ES
Checked By	ES

# A5

Scale



# CITY OF PERRIS

COMMUNITY SERVICES

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## ATTACHMENT 3: Contract Services Agreement

## CITY OF PERRIS

### CONTRACT FOR FOSS FIELD TENNIS COURT IMPROVEMENTS

THIS CONTRACT (herein "Agreement") is made and entered into this 10 day of January, 2023, by between the CITY OF PERRIS, a municipal corporation, (herein "City") and Deark E&C, Inc. (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

#### 1.0 SERVICE OF CONTRACTOR

##### 1.1 Contract.

The complete contract includes all contract documents, to wit: **Foss Field Tennis Court Improvement** Plans and Specifications and Information for Bidders, Special Provisions, which are incorporated by this reference as though set forth in full herein; and the Federal Prevailing Wage Determinations.

##### 1.2 Scope of Services.

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

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

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

##### 1.4 Licenses, Permits, Fees and Assessments.

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

## 1.5 Additional Services

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

## 2.0 **COMPENSATION**

### 2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of **Seven Hundred and Thirty Seven Thousand and 00 /100 dollars (\$737,000)**, see Exhibit "A", in accordance with Section GP and Section SP, "General Provisions" and "Special Provisions," and Section BF, "Bid Form," and "Bid Schedule of Values."

### 2.2 Method of Payment.

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

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

### **2.3**    Retention of Funds.

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



### **3.0 COORDINATION OF WORK**

#### **3.1 Representative of Contractor.**

**Dong K Jin (President)**, designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

#### **3.2 Contract Officer.**

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

#### **3.3 Prohibition Against Subcontracting or Assignment.**

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

#### **3.4 Independent Contractor.**

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

## 4.0 INSURANCE, INDEMNIFICATION AND BONDS

### 4.1 Insurance.

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

- (a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, California, its officers, employees and agents as additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.
- (b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases carrying out the work or service contemplated in this Agreement.
- (c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, lease and hired cars.

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

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

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

## 4.2 Indemnification.

- (a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, its officers and their representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnities" ) from and against any and all damages, cost, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to and Indemnities' right to recover under this indemnity provision. An indemnity shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnities for any attorney's fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnities.
- (b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnities with respect to those Claims as to which such Indemnities is indemnified under Section 4.2(a) above, except for such Claims which are the result of such Indemnities' willful misconduct.
- (c) In the event the City and its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City and its officers, agents or employees, any and all costs and expenses incurred by the City, and its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

## 4.3 Sufficiency of Insurer or Surety.

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

#### **4.4**     Labor and Materials Bond.

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

#### **4.5**     Performance Bond.

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

## 5.0 TERM

### 5.1 Time for Completion and Liquidated Damages.

The work for the **Foss Field Tennis Court Improvements**, shall commence on the 30th day of January 2023 and shall be completed within **sixty-five (65) calendar days** from and after said date. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to \$500.00 (five hundred dollars) for each and every day after the permitted time if the work is not completed to the City's satisfaction.

### 5.2 Force Majeure.

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

### 5.3 Termination for Default of Contractor.

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

If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor shall be liable to the extent that the total cost for

completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages).

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

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

#### **5.4**    Resolution of Contractor Construction Claims.

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

In the event of any dispute valued at more than \$375,000 arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a detailed claim that sets forth the amount of damages, the basis and/or cause of the damages and all supporting documents which support the claim within ten

(10) calendar days after the claim arose. Contractor agrees to submit any additional information or documents requested by the City so it can fully analyze the claim.

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

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

### **6.1 Non-liability of City Officers and Employees**

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

### **6.2 Conflict of Interest**

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

### **6.3 Federal Employee Benefit Clause**

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

## 7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

### 7.1 Covenants Against Discrimination

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

#### Statement of Equal Opportunity Clause

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



**8.0 MISCELLANEOUS PROVISIONS**

**8.1 Notice**

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

City

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

Contractor

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**8.2 Handicap Accessibility Certification.**

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

**8.3 Records Retention Clause Examination and Audit**

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

**8.4 Certified Payroll Records**

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate certified payroll records of employees, and shall certify these records upon request by the

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

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

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

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

**8.6** Working Hours Restriction and Penalties For Non-Compliance

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

**8.7** Employment of Apprentices

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

**8.8** Interpretation

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

**8.9** Integration; Amendment

It is understood that there are no oral agreements between the parties hereto affecting this

Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**8.10** Severability

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

**8.11** Corporate Authority

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

[End – Signature Page Follows]

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

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

"CONTRACTOR"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

[END OF SIGNATURES]

**CERTIFICATE OF CONTRACTOR**

I, \_\_\_\_\_, certify that I am a/the

\_\_\_\_\_ (designate sole proprietor, partner in partnership, or specify corporate office, e.g., secretary) in the entity named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am

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

SIGNATURE OF CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
**Contractor's California License No.**

\_\_\_\_\_  
**Name of License Holder**

\_\_\_\_\_  
**Type of License**

\_\_\_\_\_  
**Expiration Date**

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_



# CITY OF PERRIS

COMMUNITY SERVICES

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## **ATTACHMENT 4:** **Active Bidder Bid Summary**



# CITY OF PERRIS

COMMUNITY SERVICES

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## Bid Summary

**Project:** Foss Field Tennis Court Improvements

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**Description:** The City of Perris received bids for the Foss Field Tennis Court Improvements project located at 101 N D Street Perris, CA, 92570. Bids closed on Tuesday, November 22, 2022.

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<b>Contractor:</b>	<b>Price</b>
1) Dear E&C, Inc	\$ 737,000
2) C.S. Legacy Construction, Inc.	\$ 1,482,270

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Foss Field Tennis Court Improvements

Post Date: 11/14/2022 13:16 PST

Due Date: 11/22/2022 before 13:00 PST

Estimated Value: \$550,000

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**Registered Bidders / 2 total**

#	Name	Company	Address	City	State	Phone
1	Gonzales, Richard	C.S. Legacy Construction, Inc.	675 Brea Canyon Rd. STE 8	Walnut	California	9095902626
2	LEE, SEAN	DEARK E&C, INC	1830 W. 147TH ST	GARDENA	CA	424-344-2380



Foss Field Tennis Court Improvements

Post Date: 11/14/2022 13:16 PST

Due Date: 11/22/2022 before 13:00 PST

Estimated Value: \$550,000

Results / 2 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	LEE, SEAN	DEARK E&C, INC	1830 W. 147TH ST GARDENA, CA 90249	424-344-2380	\$737,000	11/22/2022 14:44:14	Apparent Low Bidder
2	Gonzales, Richard	C.S. Legacy Construction, Inc.	675 Brea Canyon Rd. STE 8 Walnut, California 91789	9095902626	\$1,482,270	11/22/2022 13:54:16	

Foss Field Tennis Court Improvements

Post Date: 11/14/2022 13:16 PST

Due Date: 11/22/2022 before 13:00 PST

Estimated Value: \$550,000

1. Apparent low bidder details for: LEE, SEAN / DEARK E&C, INC

1) Foss Field Tennis Court Improvements

Item	UM	Qty	Unit Pricing	Item Total	
<b>GENERAL REQUIREMENTS</b>					
1	Mobilization Including General Conditions and Special Provisions	LS	1	\$33,000	\$33,000
2	Traffic Control System	LS	1	\$3,000	\$3,000
3	Construction Fencing with Windscreen	LS	1	\$5,000	\$5,000
4	Construction Site Sign	LS	1	\$3,000	\$3,000
5	Erosion Control	LS	1	\$5,000	\$5,000
6	Insurance and Bonds	LS	1	\$40,000	\$40,000
7	Any Utility Verification	LS	1	\$2,000	\$2,000
8	Construction Survey & Staking	LS	1	\$6,000	\$6,000
9	Testing and Laboratory Services	LS	1	\$3,000	\$3,000
				Subtotal	\$100,000
<b>DEMOLITION</b>					
1	Demolition & Removal of Existing Ceiling, Flooring, Walls, Etc.	LS	1	\$55,000	\$55,000
2	Demolition & Salvage	LS	1	\$15,000	\$15,000
3	Clear & Grub	LS	1	\$5,000	\$5,000
				Subtotal	\$75,000
<b>SITE CONSTRUCTION (WALKWAY)</b>					
1	Earthwork & Grading	LS	1	\$20,000	\$20,000
2	Soil Import/Export and Backfilling	LS	1	\$3,000	\$3,000
3	Site Utilities	LS	1	\$12,000	\$12,000
4	Other Site Work, Site Concrete/Landscaping/Irrigation, Patching, Repairing, or Replacing	LS	1	\$50,000	\$50,000
5	Removal of Existing Concrete Drainage	LS	1	\$10,000	\$10,000
6	Connection of (N) Electrical to Existing	LS	1	\$16,000	\$16,000
				Subtotal	\$111,000
<b>CONCRETE</b>					
1	New Concrete Slab/Footings and Existing Concrete Slab/Footing Patch, Repair, or Replacement	LS	1	\$180,000	\$180,000
2	New Masonry Walls	LS	1	\$50,000	\$50,000

Foss Field Tennis Court Improvements

Post Date: 11/14/2022 13:16 PST

Due Date: 11/22/2022 before 13:00 PST

Estimated Value: \$550,000

1. Apparent low bidder details for: LEE, SEAN / DEARK E&C, INC

1) Foss Field Tennis Court Improvements

Item	UM	Qty	Unit Pricing	Item Total	
			Subtotal	\$230,000	
<b>TENNIS COURT</b>					
1	Floor Preparation & Installation Acrylic Surfacing	LS	1	\$23,000	\$23,000
2	Labor for Tennis Court	LS	1	\$30,000	\$30,000
3	Nets, Poles, Bleachers, Accessories	LS	1	\$15,000	\$15,000
4	New Gate/Fencing (Match Existing Height. New Masonry Wall)	LS	1	\$73,000	\$73,000
5	Perris Logo on Fencing & Entry	LS	1	\$5,000	\$5,000
			Subtotal	\$146,000	
<b>DOORS</b>					
1	Gates with ADA Hardware	LS	1	\$5,000	\$5,000
2	MISC Hardware or Signage	LS	1	\$2,000	\$2,000
			Subtotal	\$7,000	
<b>THERMAL</b>					
1	Wall Waterproofing	LS	1	\$2,000	\$2,000
			Subtotal	\$2,000	
<b>ELECTRICAL</b>					
1	Lighting (Per E1)	LS	1	\$30,000	\$30,000
2	Lighting Controls & Connection to Lights	LS	1	\$30,000	\$30,000
3	Connections To (E) Electrical Service & Panels	LS	1	\$6,000	\$6,000
			Subtotal	\$66,000	
			<b>Project Total</b>	<b>\$737,000</b>	

Subcontractor information for: LEE, SEAN / DEARK E&C, INC

Subcontractor	License #	Portion	Amount
1 Velectric Technologies 12407 Baltimore Ave Moreno Valley, CA	857288	Electric	8.96%
2 Truline Construction & Surfacing, Inc 12397 Doherty St Riverside, CA	662625	Acrylic Surfacing	3.12%

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Foss Field Tennis Court Improvements

Post Date: 11/14/2022 13:16 PST

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Estimated Value: \$550,000

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**File attachment details for: LEE, SEAN / DEARK E&C, INC**

<b>File name</b>	<b>Description</b>	<b>Type</b>	<b>Size</b>	<b>Notes</b>
Bid Proposal - Foss Field Tennis Court Improvements	Additional	pdf	11.1 MB	Bid Proposal



# CITY OF PERRIS

COMMUNITY SERVICES

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## ATTACHMENT 5: Bid Documents

Due to size, Bid Documents are available on file at the  
City Clerk's Office or at this link:

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



# CITY OF PERRIS

COMMUNITY SERVICES

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## **ATTACHMENT 6:** Project Manual and Specifications

Due to size, Bid Documents are available on file at the  
City Clerk's Office or at this link:

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



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

10.K.

**MEETING DATE:** January 10, 2023

**SUBJECT:** Extension of Time No. 22-05360 - An extension of time request for Tentative Tract Map No. 37181 and Development Plan Review (DPR) PLN16-00002 located at the northeast corner of Metz Road and "A" Street. Applicant: Jeff Parker, Metz & A, LP.

**REQUESTED ACTION:** APPROVE a one-year Extension of Time (PLN22-05360) for Tentative Tract Map No. 37181 and Development Plan Review (PLN16-00002) until March 1, 2024, to facilitate the construction of a 360-unit multi-family residential development on 16.9 acres.

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

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

On August 29, 2017, the City Council approved Tentative Parcel Map No. 37181 to consolidate five (5) parcels into a single 16.9-acre lot and Development Plan Review (PLN16-00002) for the site plan layout and building elevations to facilitate the construction of a 360-unit multi-family residential development, a 4,482 square foot clubhouse, common and private open space areas, and associated parking. The project site is located at the northeast corner of A Street and Metz Road (APNs: 311-040-013, -015, -021, -024, -026).

The applicant is now requesting the third of six maximum one-year extensions of time for the Tentative Tract Map and the second of three maximum one year extensions of time for the Development Plan Review, extending the expiration date to March 1, 2024.

#### **ANALYSIS:**

Pursuant to Section 18.12.090(a) of the City of Perris Municipal Code, tentative maps are allowed to be recorded within 24 months from the date the map was approved by the City Council unless the time extensions are granted before the map expires. Tentative maps are allowed to be granted a maximum of six one-year extensions, in addition to the automatic time extensions granted by the State. Development Plan Reviews (DPR) are allowed to be granted a maximum of three extensions of time. Further, as the TTM and DPR are interrelated for carrying out the residential development, they qualify for the automatic 18-month extension of time pursuant to Assembly Bill 1561 to overcome supply chain constraints associated with the COVID-19 pandemic and the housing crisis shortage facing California.

The summary below provides the original project approval date and extensions of time approved to this date for the Tentative Tract Map and Development Plan Review:

### **Tentative Tract Map**

- **Original Approval Date: August 29, 2017 – August 29, 2019** – Approved by City Council; the start of initial 2-year life per Subdivision Map Act.
- **First Extension: August 29, 2019 – August 29, 2020** – EOT 19-05112 was approved by the City Council on June 11, 2019.
- **Second Extension: August 29, 2020 – August 29, 2021** – EOT 20-05094 was approved by the City Council on July 28, 2020.
- **Automatic 18-Month Time Extension Pursuant to AB 1561** – August 29, 2021 – March 1, 2023

### **Development Plan Review**

- **Original Approval Date: August 29, 2017 – August 29, 2020** – Approved by City Council; the start of initial 3-year life per subdivision map act.
- **First Extension: August 29, 2020 – August 29, 2021** – EOT 20-0594 was approved by the City Council on June 11, 2019
- **Automatic 18-Month Time Extension Pursuant to AB 1561** – August 29, 2021 – March 1, 2023

The applicant is now requesting the third of six extensions for the map, authorized by the Subdivision Map Act Section 66463.5 (c), and the second of three extensions for the DPR authorized by the Zoning Code, to effectively extend the expirations of time to March 1, 2024. The extensions are requested as a result of rising interest rates making it challenging to finance the project, and to allow additional time for the preparation of construction documents, contractor bidding, and predevelopment work.

### **RECOMMENDATION:**

Staff recommends that the City Council approve a one-year Extension of Time (EOT) PLN22-05360 to March 1, 2024, for Tentative Tract Map No. 37181 and Development Plan Review (DPR) PLN16-00002. If the subject Tentative Tract Map is not recorded prior to the expiration date or an extension of time is not filed prior to the expiration date of the map, new Tentative Tract Map and Development Plan applications and applicable fees would be required for City consideration.

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**BUDGET (or FISCAL) IMPACT:** There is no fiscal impact associated with this action since all project costs are borne by the applicant.

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Prepared by: Nathan Perez, Senior Planner  
Reviewed by: Patricia Brenes, Planning Manager



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

- Attachments:
1. Vicinity Map
  2. Project Plans (TTM 37181, Site Plan, and Building Elevations) – Information Purpose
  3. Previously Approved Conditions of Approval for Tentative Tract 37181 and DPR PLN16-00002
  4. Applicant's Time Extension Request

Consent: X  
Public Hearing:  
Business Item:  
Other:

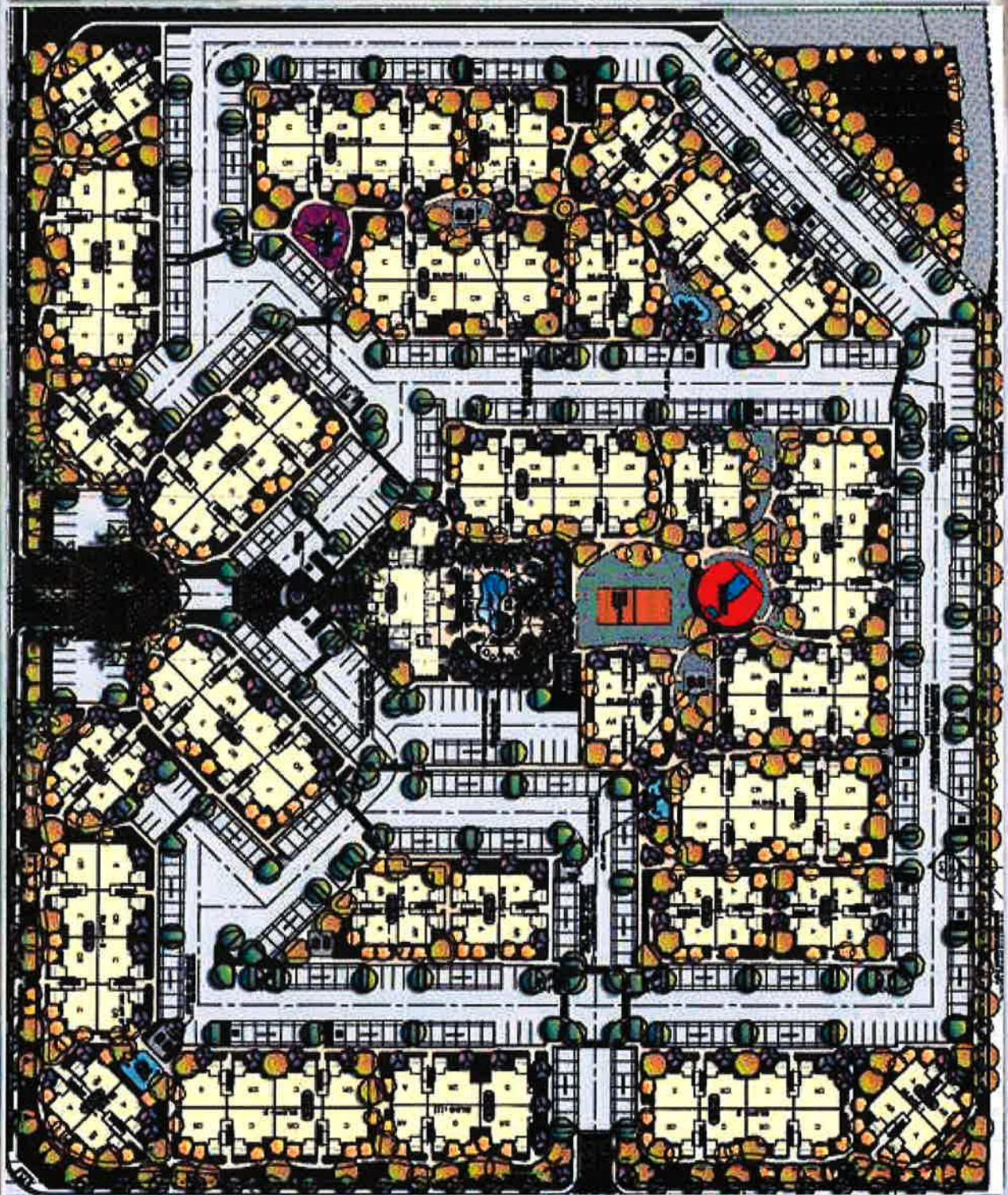
**Attachment 1**  
**Vicinity Map**



## Attachment 2

Project Plans (Site/Landscape Plan,  
TTM 37181, and Building Elevations) –  
Informational Purpose

N St



W Metz Rd





## VILLA VERONA APARTMENTS

Building Type I

Perris, California

**Metz & A, LP**  
Developer

**ADKVA**  
GROUP



# VILLA VERONA APARTMENTS

Building Type II

Perris, California

**Metz & A, LP**  
Developer







**Metz & A, LP**  
Developer

**VILLA VERONA APARTMENTS**  
Building Type III  
Perris, California





## VILLA VERONA APARTMENTS

Clubhouse

Perris, California

**Metz & A, LP**  
Developer

**ADKVA**  
GROUP

## Attachment 3

Conditions of Approval for Tentative Tract  
37181 and DPR PLN16-00002

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

**CITY COUNCIL  
FINAL CONDITIONS OF APPROVAL**

**Tentative Tract Map 37181 (16-05150)**

**Zone Change 16-05030**

**General Plan Amendment 16-05031**

**Development Plan Review 16-00002**

**August 29, 2017**

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**PROJECT: General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map (TPM 37181) 16-05150, and Development Plan Review 16-00002** for the development of a 360-unit multifamily apartment community, with a 4,482 sq. ft. recreation building and a variety of amenities on 16.9 vacant acres located at the northeast corner of “A” Street and Metz Road.  
Applicant: Danny Brose

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**\*MITIGATION, MONITORING AND REPORTING PROGRAM (MMRP)**

The Mitigation Monitoring and Reporting Program (MMRP) Checklist is attached to reduce potential Aesthetics, Biological Resources, Traffic, Cultural Resources, Hazards & Hazardous Waste, Air Quality, Geology/Soils, and Noise and shall be implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP. The applicant is required to meet all the mitigation measures as conditions of approval.

**General requirements:**

- 1. Mitigation Monitoring Program.** The project shall at all times comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP) of the Mitigated Negative Declaration.
- 2. Development Standards.** The project shall conform to all requirements of the City of Perris Municipal Code Title 19, including all provisions of Chapter 19.26, MFR-22 Multi-family residential.
- 3. Approved Use.** The approved land use shall consist of apartment community.
- 4. Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the approved set of plans presented at the May 17, 2017 Planning Commission hearing, or as amended by these conditions and as approved by the City Council on June 27, 2017. Any deviation shall require appropriate Planning Division review and approval.
- 5. Tract Map Term of Approval.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for

- extension shall be submitted to the Development Services Department at least thirty (30) days prior to the expiration of Tentative Map approval.
6. **Term of Approval.** This approval shall be used within three (3) years of approval date; otherwise it shall become null and void. By use is meant the beginning of substantial construction contemplated by this approval within the three (3) year period which is thereafter diligently pursued to completion, or the beginning of substantial utilization contemplated by this approval. A maximum of three (3) one-year time extensions shall be permitted.
  7. **Signage.** The proposed project approval does not include signage. All proposed signage (Temporary and Permanent) shall be reviewed and approved by the Planning Division prior to the issuance of building permits.
  8. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).
  9. **Property Maintenance.** The project shall comply with provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance, and Chapter 7.42 regarding Property Maintenance.
  10. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning **TTM 37181, ZC 16-05030, GPA 16-05030, and DPR 16-00002**. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
  11. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. The applicant shall submit a fire access and fire underground plan prior to construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans. See City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and underground plan available at: <http://www.cityofperris.org>.
  12. **Fish and Game Fee.** Within three (3) days of City Council approval, the applicant shall submit a check to the City Planning Division, payable to "Riverside County Clerk-recorder," for a \$2,216.25 for payment of State Fish and Game fees and County documentary handling fee. In accordance with Section 711.4 of the State Fish and Game Code, no project shall be operative, vested, or final until the filing fees have been paid.

13. **Engineering Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval dated **May 10, 2017**.
14. **Public Works Administration Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval dated **December 20, 2016**.
15. **Class II Bike Lane.** A Class II bike lane shall be included per the *Perris Trail Master Plan* along "A" Street to all off-site improvement plans subject of the approval of Planning Division, Public Works Administration and City Engineer. A copy of the street improvement plans shall be submitted to the Planning Division.
16. **Unit Identification.** Each unit in the tract shall include an interior lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Planning Division.
17. **Utilities.** All utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
18. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division. All HVAC units visible from the public right-of-way shall provide screening.
19. **Balconies (facing east).** All balconies facing east, shall be enclosed by a 6' double glazed window (non-view obscuring) on top of balcony railing to mitigate noise from the freeway and railroad as required per the noise mitigation section of the MMRP.
20. **Residential Use and Development Restrictions.** The physical development of phases of this project shall be reviewed and approved by the city. Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such.
21. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
22. **Energy Conservation.** To improve local air quality, the applicant shall incorporate the following energy-conservation features into the project (as feasible):
  - Low NO<sub>x</sub> water heaters per specifications in the Air Quality Attainment Plan;
  - Heat transfer modules in furnaces;
  - Light colored water-based paint and roofing materials;
  - Passive solar cooling/heating; and,

- Energy efficient appliances and lighting.

An accounting of the project's energy conservation measures shall be submitted to the Building Division, prior to application for Building Permits.

23. **Preliminary Water Quality Management Plan (PWQMP)** A Preliminary WQMP was prepared for the proposed project site. All P-WQMPs were determined to be in substantial compliance, in concept, with the Riverside County 2012 WQMP Manual requirements. The following two conditions apply:

- a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
- b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the lot specific LID design, extended detention basins, and landscaping. The Public Works Department shall review and approve the final WQMP text, plans and details.

**Prior to Final Tract Map approval.**

24. **Final Tract Map Approval.** Prior to issuance of grading permits, a final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer. No precise grading permit shall be approved prior to final tract map approval. The developer shall obtain the following clearances or approvals prior to Final Map Recordation:

- a. Verification from the Planning Division that all pertinent conditions of approval have been met, including any Development Plan Review approvals, as mandated by the Perris Municipal Code.
- b. Any other required approval from an outside agency
- c. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation prior to issuance of a Certificate of Occupancy. This condition shall apply only to districts existing at the time the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:
  - i. Landscape Maintenance District No. 1;
  - ii. Flood Control Maintenance District No. 1;
  - iii. Maintenance District No. 84-1;
  - iv. Perris Community Facilities Assessment District; and

- v. Transportation Uniform Mitigation Fee.

**Prior to Issuance of Grading Permits**

25. **Parking Enforcement Plan:** The apartment community shall adhere to the Parking Enforcement Plan and shall be implemented by apartment management.
26. **Southern California Edison.** Prior to issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner (951 928-8323) to complete the required forms prior to commencement of construction.
27. **Final Water Quality Management Plan (F-WQMP).** The applicant shall submit a final WQMP including, but not limited to:
- a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
  - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the infiltration basins (with additional calculations concerning infiltration rate), self-retaining landscaping, pre-treatment catch basin inserts and trash enclosure. The Public Works Department shall review and approve the final WQMP text, plans and details.

**Prior to Issuance of Building Permits**

28. **Building Plans.** All Planning, Public Works Administration, and Engineering Conditions of Approval shall be copied onto the approved building plans. Such conditions shall be annotated, directing the receiver to the sheet and detail(s) indicating satisfaction of the conditions. Also, the Mitigation and Monitoring Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings, and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP.
29. **Fire Marshall.** Prior to building permit issuance the following is required for fire safety:
- a. A fire department access road complying with the California Fire Code Chapter 5 and approved plans shall be installed prior to building construction.
  - b. All required fire hydrants shall be installed and operational prior to lumber drop and combustible building construction.
  - c. All required fire hydrants shall be readily visible. A clear space of not less than 3-feet shall be maintained.
  - d. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
  - e. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street



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

30. **Property Liens.** The applicant shall pay all liens owed to the city prior to the issuance of building permits.
31. **Site Lighting Plan (photometric plan).** The lighting plan shall include photometrics, fixture details, and light standard elevations. High efficiency fixtures with full-cut off shields shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. A minimum one (1) foot-candle of light shall be provided to all parking lot and pedestrian areas for safety and security.
32. **Construction Phasing.** Prior to issuance of building permits, all phasing plans shall be reviewed and approved by the Planning Division, and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access.
33. **Amenities.** The project shall adhere to P.M.C. 19.28 (MFR-22) requirements for amenities. The community center shall be constructed upfront with access.
34. **Additional Plan Requirements.** The following additional plans shall be reviewed and approved by Planning staff and the appropriate City departments, as necessary:
  - a. **Carport Roofs.** All carport roofs shall match the same roof color and material (s-tile roofing) to match architectural style and color of the proposed buildings.
  - b. **Trash Enclosures.** Covered trash enclosures constructed to the City standard shall be easily accessible to all tenants in office areas of the project, and be screened by landscaping from the public view. The trash enclosure shall be treated with an overhead trellis treatment, and elevations shall be included on final landscape and fencing plans for review and approval by the Planning Division.
  - c. **Knox Boxes.** Knox boxes are required for all entry gates, and shall be approved by the Fire Marshal and issued by the Building Division.
35. **March Air Reserve Base.** Prior to building permit issuance, in accordance with conditions by the Airport Land Use Commission (ALUC), the following measures shall be implemented to address the project's location within Airport Influence Area:
  - a. Any outdoor lighting installed shall be hooded or shielded to prevent either the spillage of lumens or reflections into the sky. Outdoor lighting shall be downward facing.
  - b. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
    - i. Any uses which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following take off or toward an aircraft

- engage in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
- ii. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
  - iii. Any use which would generate excessive smoke or water vapors or which would attract large concentrations of birds, or which may otherwise affect a safe air navigation within the area. (such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflowers, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris centers, fly ash disposal and incinerators.)
  - iv. Any uses which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
- c. The Notice of Airport in Vicinity shall be provided to all prospective purchasers of the property and tenants and/or lessees of the proposed buildings, and shall be recorded as a deed notice.
  - d. Any proposed detention basins shall be designed so as to provide for a maximum 48-hour detention period following the conclusion of the storm event for the design storm (maybe less, but not more), and to remain totally dry between rainfalls, Vegetation in and around the detention basin that would provide food or cover for bird species that would be incompatible with airport operations shall not be utilized in project landscaping.
  - e. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air base radio communications could result. Sources of electromagnetic radiation include radio waves transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.
  - f. An informational sign shall be posted in a conspicuous location in the rental office clearly depicting the proximity of the project to the Perris Valley Airport and aircraft traffic patterns.
  - g. An information brochure shall be provided to prospective renters showing the locations of aircraft flight patterns. The frequency of overflights, the typical altitudes of the aircraft, and the range of noise levels that can be expected from individual aircraft overflights shall be described. A copy of the compatibility factors exhibits from the Perris Valley Airport Land Use Compatibility plan shall be included in the brochure.
  - h. The proposed structures shall not exceed a height of 40' feet above ground level and a maximum elevation at the top point (including all roof-mounted equipment,

if any) of 1,520 feet above mean sea level.

- i. The Federal Aviation Administration has conducted an aeronautical study of the proposed structures (Aeronautical Study No. 2016-AWP-3478-OE) and has determined that neither marking nor lighting of the structures is necessary for aviation safety. However, if marking and/or lighting for aviation safety are accomplished on a voluntary basis, such marking and/or lighting (if any) shall be installed in accordance with FAA Advisory circular 70/7460-1 L and shall be maintained in accordance therewith for the life of the project.
  - j. The specific coordinates, height, and top point elevation of the proposed structures shall not be amended without further review by the Airport Land Use Commission and the Federal Aviation Administration; provided, however, the reduction in structures height or elevation shall not require further review by the Airport Land Use Commission.
  - k. Temporary construction equipment used during actual construction of the structures shall not exceed the height of the structure, unless separate notice is proved to the Federal Aviation Administration through Form 7460-1 process.
  - l. Within five (5) days after construction of the structures reaches its greatest height, FAA Form 7460-2 (Part II), Notice of Actual Construction or Alteration, shall be completed by the project proponent or his/her designee and e-filed with the Federal Aviation Administration. This requirement is also applicable in the event the project is abandoned or a decision is made not to construct the structures.
- 36. Walls and Fences.** Prior to issuance of building permits, the developer shall submit and obtain approval from the Planning Division for all block walls and fencing. The plans and details for all block walls shall be included in the landscape plan check submittal package for review and approval by the Planning Division. The following shall apply:
- a. **Decorative Perimeter Wall Material (north and east).** The development shall provide an 8' foot high split-face block wall with decorative cap with stone veneer pilasters every 40' feet along the northerly and easterly property line.
  - b. **Decorative Perimeter Wall Material (facing Metz and "A" Street).** The development shall provide an 8' foot high split-face block wall with decorative cap with stone veneer pilasters every 40' feet along the northerly and easterly property line. Perimeter areas that are designated (per the conceptual wall and fence plan) as wrought iron shall provide: decorative wrought iron with split-face pilasters every 40' feet.
  - c. **Detention Basins.** All enclosed detention basins or storm drain facilities shall have decorative wrought iron fencing with decorative pilasters every 40' feet.
  - d. **Apartment Community Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance landscaping at each entrance to the apartment community along "A" Street, Metz Road, and

the corner of "A" street and Metz Road. Theme walls and monuments shall be constructed outside the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division through the landscape and irrigation review application.

- e. **Wrought Iron Gates.** All proposed gates shall be shall consist of decorative wrought iron fencing per conceptual wall and fence plan.
- f. **Graffiti Resistant Coat.** All perimeter block walls shall be treated with a graffiti resistant coat.

**37. Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:

- a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or on Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to create disturbing excessive or offensive noise. If any deviations from the construction hours are deemed necessary, it first must be requested with the building inspector identifying why this must occur and the time frame it is needed along with necessary provision to mitigate noise impact. The approval of this request is subject to the review and approval of the Building Official.
- b. Building Department Construction activity shall not exceed 80 dBA in residential zones in the City.
- c. Construction routes are limited to City of Perris designated truck routes or otherwise approved by the Building Official.
- d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
- e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
- f. Project applicant shall require contractor to provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors as practical to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.

38. **Water Resources Control Board.** Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number to Planning Staff.

39. **Fees.** The developer shall pay the following fees according to the timeline noted.

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

- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
- b. Multiple Species Habitat Conservation Plan fees currently in effect;
- c. Current statutory school fees to all appropriate school districts;
- d. Any outstanding liens and development processing fees owed to the City;
- e. Appropriate City Development Impact Fees (including Park fees) in effect at the time of development; and
- f. Appropriate Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development.

40. **Landscaping Plans.** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan. The following shall apply:

- a. **Street Trees.** All street trees shall be 24-inch box size or larger, and planted a maximum of 30 feet on center within the parkway.
- b. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation. The detention basins shall provide minimum 24" inch box trees with shrubs or combination with ground cover.
- c. **Slopes.** Slopes that are 3:1 or steeper and 4 feet or higher, shall have one approved tree for every 400 square feet, with 70% of trees 15 gallon sized, and 30% being 5 gallon sized. All slopes over 5' feet in height or greater shall include erosion control fabric.
- d. **Shrubs along "A" Street and Metz Road pilaster fence.** The landscape plan shall include 36' high shrub border (5-gallon shrubs) behind the wrought iron pilaster fence along the "A" Street and Metz Road street frontage. All solid block walls shall provide 5 gallon size vines at 20' o.c. (off center).
- e. **Shrubs.** 80% of the shrubs proposed shall be 5-gallon size per Chapter 19.70.
- f. **Amenity Areas.** All common open space areas shall be included in the landscape and irrigation plans to include automatic irrigation.
- g. **Trash Enclosure Areas.** All trash enclosure areas shall be screened with a 6' high shrub hedge.
- h. **Visitor Parking Lot Area (on "A" Street).** The visitor parking lot area shall be screen by a 36" high shrub border. The shrub border shall be created by installing a double row of 5 gallon shrubs at 3'6" o.c. (off center).
- i. **Decorative Pavement.** Decorative pavement treatments shall be provided at the

- entrances of "A" Street and Metz Road per conceptual landscaping plans. This shall include decorative pavement along pedestrian crossing along drive isles throughout the apartment community.
- j. **Water Conservation.** Landscaping must comply with AB 325 for water conservation or other current policy or regulation at such time of development. See Chapter 19.70 (cityofperris.org) for water conservation calculations (MAWA).
  - k. **Maintenance.** All required landscaping shall be maintained in a viable growth condition.
  - l. **Irrigation Rain Sensors.** Rain sensing override devices shall be required on all irrigation systems (PMC 19.70.040.D.16.b) for water conservation. Soil moisture sensors are required.
  - m. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping and irrigation have been installed and is completely operational. Before calling for final inspections a "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project, and this form must be submitted to the project planner. The project planner will need to sign off on the "Certificate of Compliance" to signify code compliance.
  - n. **Tot Lot Areas.** All tot lot areas shall provide a shaded element.

**Operational Requirements:**

- 41. **Prohibited Car Washing (on-site).** Residents shall be informed no car washing shall be permitted on the premises through the lease agreement and as part of the development by-laws.
- 42. **Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and apartment community waste disposal.
- 43. **Graffiti Abatement.** The site shall be maintained in a graffiti free state at all times. All graffiti located on site and along the perimeter walls (to include retaining walls facing east along the easterly property line, and block walls facing north on the northerly property line) of the site shall be removed within 24 hours.
- 44. **Business License.** All future landlords or property management corporations shall maintain compliance with all local and City Ordinances, including but not limited to an annual fire inspection and maintenance of a City Business License.

**Prior to Issuance of Occupancy Permits:**

- 45. **Occupancy Clearance.** The applicant shall have all required paving, parking, screen walls, colors and materials (per approved elevation plans), site lighting, landscaping and automatic irrigation installed and in good condition.
- 46. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building

Division and Engineering Department. Planning Staff shall verify that all Conditions of Approval have been met.



# CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

## *CONDITIONS OF APPROVAL*

P8-1279

April 7, 2017, Revised May 10, 2017

Tract Map 37181, DPR 16-0002 – Villa Verona Apartments

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

1. This project is located within the limits of the Perris Valley area drainage plan for which drainage fees have been adopted. Drainage fees shall be paid to the City of Perris prior to issuance of a permit. Fees are subject to change and shall be in the amount adopted at the time of issuance of the permit.
2. The project's grading shall be in a manner to perpetuate existing drainage patterns, any deviation from this, concentration or increase in runoff must have approval of adjacent property owners. Drainage easements shall be obtained from effected property owners or if within this site, shall be shown on the final map. The applicant shall accept the offsite runoff and convey to acceptable outlet.
3. The incremental increase in runoff between developed and undeveloped stage (100-year) and the nuisance runoff shall be retained within onsite private detention basins or conveyed to adequate downstream facilities.



The project shall also comply with conditions stated in RCFC letter dated March 9, 2017.

4. Onsite landscape area(s) shall be designed in a manner to collect the onsite nuisance runoff in compliance with WQMP Standards.
5. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the lighting and landscape districts. The developer shall maintain all onsite landscaping. The proposed streetlights, offsite landscaping, and the Metz & "A" Street signal shall be maintained by City and cost paid for by the property owners through annexation to lighting and landscaping districts. The owner(s) shall also pay their share of maintenance of existing Metz Basin if damaged as result of this project. The development share for the maintenance cost of the traffic signal is 15%.
6. Catch basins and minimum 18" RCP shall be installed at all new driveways and the intersection of "A" and Metz to eliminate nuisance runoff from cross gutters.
7. Existing power poles within the project site or along the project boundary (under 65kv), shall be removed and cables undergrounded.
8. Discharge of on and offsite runoff to Metz Park basin shall be in a manner not to damage or interfere with the use of the park and eliminate project related erosion.
9. Streetlights shall be installed along perimeter streets adjacent to this site as approved by City Engineer per Riverside County and City standards. The new LED street light plans including conduits, cables, and meters shall be prepared by Developers' Electrical Engineer and submitted to City for review and approval.
10. This project is located within EMWD's water service area and City of Perris sewer service area. The applicant shall install water and sewer facilities as required by EMWD and Fire Department. Connection to existing City of Perris sewer shall be subject to review and approval by City to insure sufficient capacity and may require upgrade. Flow test shall be submitted by applicant during plan check to verify capacity.
11. The applicant shall submit to City Engineer and Flood Control the following for his review:
  - a. Street Improvement Plans
  - b. Signing, Striping, and Signal Plans
  - c. Onsite Grading Plans, SWPPP, and Erosion Control Plan
  - d. Water and Sewer Plans
  - e. Drainage Plans, Hydrology and Hydraulic Reports

- f. Streetlight Plan
- g. Final WQMP

The project's design shall be in compliance with EMWD and Riverside County Standards and coordinated with approved plans for adjacent developments.

- 12. All pads shall be graded to be a minimum of 1' above 100-year calculated water surface or adjacent finished grade.
- 13. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans. Catch basins shall be installed at all existing and new intersections and driveways adjacent to the site to eliminate nuisance runoff.
- 14. 6' concrete sidewalk, handicap ramps, and driveways shall be installed pursuant to Riverside County and ADA standards and as approved by Planning Department. All driveway approaches shall be constructed per Riverside County standards for Commercial Driveway (Std. 207A) and comply with the ADA requirements.
- 15. All onsite drainage runoff shall be collected via onsite underground facilities and conveyed to acceptable outlet.
- 16. Street improvement plans shall include class II/III bike lane in accordance with the Perris bike plans.
- 17. Prior to issuance of any permit, the tract map shall be submitted to City Engineer for review and approval. The map is intended for financing purpose and as such only right of way dedications; access restrictions and monumentation is required prior to its recordation.
- 18. All work within Flood Control right-of-way requires their review and approval.
- 19. Reference is made to traffic study performed by RK Engineering dated March 3, 2014 titled "A" Street. CMI and IHCS - Traffic review and RK Engineering letter dated February 7, 2017 referencing Villa Verona project "A" Street.

Reference is also made to Perris Union High School District letter dated March 29, 2017 and Perris Elementary School District letter dated March 20, 2017.

The above reports and letters identify a series of traffic related concerns and issues along "A" Street with several suggestions and recommendations.

The project shall widen "A" Street from Metz Road south to southerly boundary of CMI School along the east side to ultimate improvements with curb, gutter located 32' east of centerline including signage/stripping, installation of bulb-outs, handicap ramp as recommended in RK's original report and discussed in attached letter from RK dated February 7, 2017. As a result of the widening of "A" Street, the developer acknowledges that the project is required to construct the onsite driveway and parking facilities to facilitate student pick up and drop off, in accordance with Perris Union High School District (P.U.H.S.D.) Exhibit I. The district is offering waiver of school fees in return for development's commitment to build these improvements.

"A" Street adjacent to project site along the east side shall be improved with minimum of 30' new paving, curb, gutter located 32' from centerline within 47' half-width dedicated right of way.

"A" Street from project's north boundary to Nuevo Road shall be improved pursuant to the recommendation of RK's reports and letters as stated above.

Construction of traffic signal at intersection of "A" and Metz to accommodate full movements (all directions) shall be required and poles installed at ultimate locations otherwise partial signal fee credit will be allowed.

20. Metz Road adjacent to the site shall be improved along the north side with minimum of 18' new paving, curb, gutter, and sidewalk located 20' from centerline within 30' half-width dedicated right-of-way.
21. The proposed driveway along "A" Street shall be designed in a manner to provide for 2 incoming lanes and gate set back a minimum of 132' from the back of sidewalk.

*Habib Motlagh*

Habib Motlagh  
City Engineer



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

Engineering Administration

NPDES

Special Districts (Lighting, Landscape, Flood Control)

# MEMORANDUM

**Date:** December 20, 2016

**To:** Nathan Perez, Project Planner

**From:** Michael Morales, CIP Manager 

**Subject:** DPR 16-00002 GPA 16-05031 ZC 16-05030– Conditions of Approval

Proposal to amend the General Plan and Zoning Designations of 17.29 acres of vacant land from R-6,000 to MFR 22. The change would allow for a proposal to construct a 376 unit apartment community, complete with various amenities. The project is located at the N/E corner of A Street and Metz.

1. **Dedication and Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
  - **'A' Street-** Provide offer of dedication as needed to provide for full half width Street, curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 15' public parkway from face of curb. Provide an additional 6' landscape easement from behind the property line to within 6" of the nearest project perimeter fence line.
  - **Metz Road-** Provide offer of dedication as needed to provide for full half width Street, curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 11' public parkway from face of curb. Provide an additional 6' landscape easement from behind the property line to within 6" of the nearest project perimeter fence line.
2. **Landscape Maintenance Easement and Landscape Easement Agreement.** The developer shall provide, for review and approval, an Offer of Dedication and certificate of acceptance, complete with legal plat map and legal description to the City of Perris. In addition, if required by the City of Perris, the Developer shall provide a landscape easement and Landscape easement agreement, acceptable to the City of Perris. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.
3. **Landscaping Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "LMD Off-site Landscape Plan DPR 16-00002 GPA 16-05031 ZC 16-05030" and shall be mutually exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

- a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area (including planting palette at BZ 93 Oak Grove School located north of the project); or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:
  - **'A' Street** –Tree Primary: Quercus Virginiana-Southern Live Oak; Secondary (accent tree): Lagerstromia-Indian Tribe Varieties. Use drought resistant shrubs and ground cover intended to complement the existing parkways to the north along 'A' Street (BZ 93 Oak Grove School), including but not limited to the following Lilly of the Nile (Agapanthus Africanus), Red Yucca, Red Hot Poker, Rhapsiolepis Indica Indica, (Indian Hawthorn), Iceberg Rose, Rosa red Ribbons (Groundcover Rose).
  - **Metz Road**- Propose a medium height flowering evergreen tree, and a large deciduous for a large background tree. Use drought resistant shrubs and ground cover intended to complement the parkways proposed for A Street, including but not limited to the following following Lilly of the Nile (Agapanthus Africanus), Red Yucca, Red Hot Poker, Rhapsiolepis Indica Indica, (Indian Hawthorn), Iceberg Rose, Rosa red Ribbons (Groundcover Rose).
- b. **Irrigation** –A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or GPH flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (Calsense or equal).
- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.
- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the

site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.

- g. EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate the both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
  - h. Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all mulched areas.
  - i. Wire Mesh and Gravel At Pull Boxes-** Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.
- 4. Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 956-2120 to schedule inspections.
- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
  - **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
  - **Inspection #3** - Landscaping installed, irrigation system fully operational, and request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.
  - **Turn-Over Inspection**– On or about the one year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.
- 5. One Year Maintenance and Plant Establishment Period**-The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees and shrubs in a viable growth condition. Prior to the start of the one year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform

periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.

6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments of site improvements, including Bus Stops at Mass Transit Routes, Bicycle Path, Decorative Traffic Signal Signage, and lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
- a. **Traffic Signal Signage-**If traffic signals are required, decorative signal signage shall meet the type, style, color and durability requirements of the City Engineer's Office.
  - b. **Bicycle Path-** Frontage along A Street has been identified in the Parks Trails Master Plan as a Class II Bike Path, and frontage along Metz has been identified in the Parks Trails Master Plan as a Class III Bike Path. If a Bike Path is required, by the City Engineer's Office, the lane and striping configuration shall meet the type, style, color and durability requirements of the City Engineer's Office.
  - c. **Street Lighting-**If street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Street lights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
  - d. **Acceptance By Public Works/Special Districts-** Lighting District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 956-2120 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Shepherd and Staats, the City's Special Districts Consulting Firm at (760) 639-0124. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Roxanne E. Shepherd Shepherd & Staats, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.
7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
- **Storm Drain Screens-**If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe.

Connector pipe screens shall meet the type, style, and durability requirements of the Public Works Engineering Administration and Special Districts Division.

- **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
- **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 956-2120 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.
9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
  - **Consent and Waiver for Maintenance District No. 84-1** -New street lighting proposed by the project.
  - **Consent and Waiver for Landscape Maintenance District No. 1** -All off-site parkway landscape and easement areas (herein Parkway) proposed by this development shall be annexed.
  - **Petition for Flood Control Maintenance District No. 1** -For Off-site Flood Control Facilities proposed by the project, and fair share portion of downstream facilities benefitting the project.
- Original notarized document(s) to be sent to:  
Roxanne Shepherd  
Shepherd & Staats Incorporated  
2370 Edgehill Road



Vista, CA 92084

- a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
- i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
- ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.
- iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
- iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
- v. Confirmation by the City Council completes the annexation process and the condition of approval has been met.

**Attachment 4**  
**Applicant's Time Extension Request**

# Metz & A, LP

4040 MacArthur Blvd., Suite 220, Newport Beach, CA 92660 - Phone (949) 307-6767 - Fax (949) 757-0176

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11.30.22

Nathan Perez  
City of Perris  
Planning Division  
135 North "D" Street  
Perris, CA 92570

RE: EOT Case 20-05049  
DPR-16-00001  
TPM-37181


Dear Mr. Perez:

We respectfully request an extension of time for the referenced project in Perris. This project consists of a 360-unit apartment complex.

Due to rising interest rates coupled with the slowing economy, we require additional time for plan-check, construction documents, bidding and predevelopment work.

Enclosed please find the required fees and an application to extend DPR-16-0001 and TPN-37181.

Thank you in advance for your continued assistance.

  
\_\_\_\_\_  
Metz & A, LP  
By: Jeffrey Parker, Manager



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

10.L.

**MEETING DATE:** January 10, 2023

**SUBJECT:** Consideration to approve a Professional Services Agreement with LOR Geotechnical Group, Inc. for Geotechnical, Compaction Testing, and Materials Testing Services throughout the construction of the Perris Downtown Skills Training and Job Placement Center Project.

**REQUESTED ACTION:** That the City Council 1) Approve a Professional Services Agreement with LOR Geotechnical Group, Inc. for Geotechnical, Compaction Testing, and Materials Testing Services during the construction of the Perris Downtown Skills Training and Job Placement Center Project., in the amount of \$56,440.80; 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

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#### **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 9, 2023, and carries a 365-day construction schedule, anticipating project completion in January 2024. Throughout the construction timeline, a geotechnical engineer is required to provide specialized testing and inspection services to ensure that the project contains the necessary structural supports.

The Project Manager for the Skills Center Project contacted three companies to obtain quotes for geotechnical consulting and construction materials testing services. Two responses were received: LOR Geotechnical Group, Inc., in the amount of \$56,440.80; and Inland Foundation Engineering, Inc., in the amount of \$61,410. The consultant will provide observation and compaction testing during earthwork, sampling of construction materials, laboratory testing of the materials sampled during construction, and all other geotechnical services that are required during construction.

Staff is recommending that City Council approve a Professional Services Agreement with LOR Geotechnical Group, Inc. to provide geotechnical, compaction testing, and materials testing services during the construction of the Perris Skills Training and Job Placement Center Project, in an amount not to exceed \$56,440.80; 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 Center and Job Placement Center Project, under the approved allocation to the Economic Development and Housing Department.

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Prepared by: Armando Panchi, Management Analyst

**REVIEWED BY:**

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

Assistant City Manager MP

Deputy City Manager ER

- Attachments:
1. Project Site Location
  2. Project Plans (Elevations, Site Plan, and Floorplan)
  3. Service Proposal from LOR Geotechnical Group, Inc.
  4. Service Proposal from Inland Foundation Engineering, Inc.
  5. Professional Services Agreement with LOR Geotechnical Group, Inc.

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

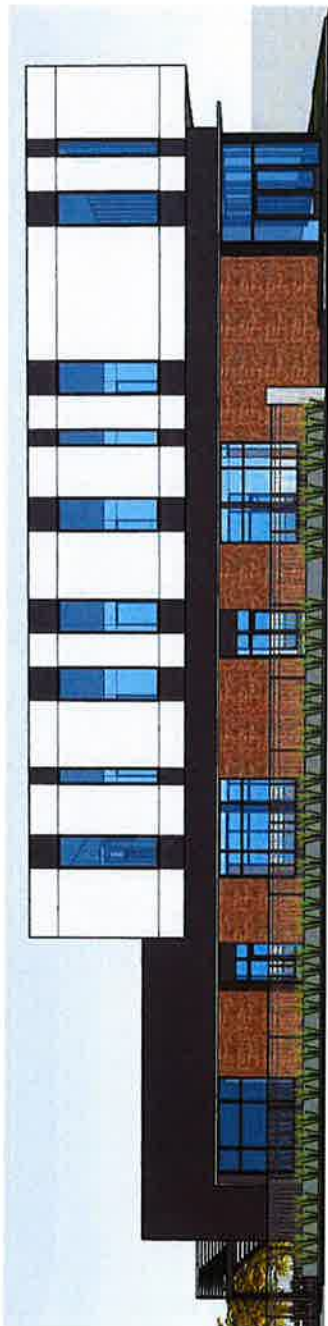
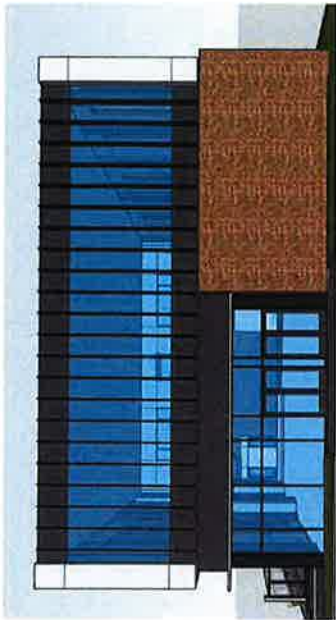
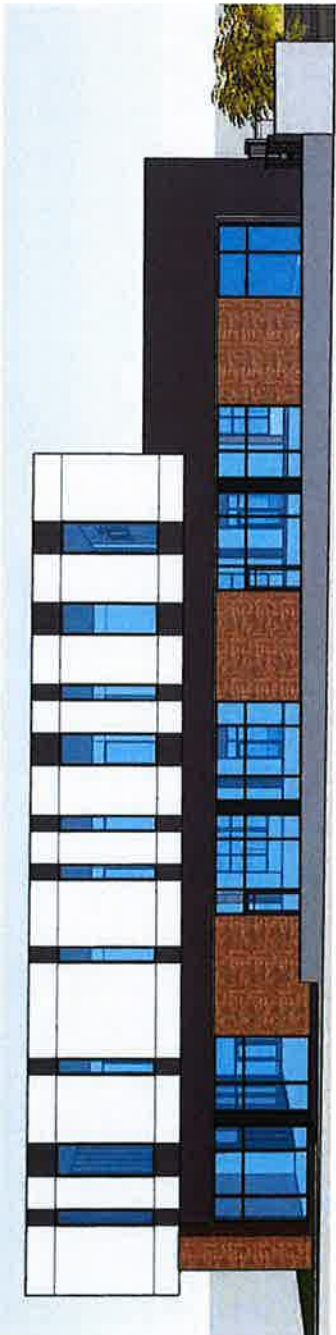


# **ATTACHMENT 2**

**Project Plans (Elevations, Site Plan, and Floorplan)**



Elevations







# **ATTACHMENT 3**

Service Proposal from LOR Geotechnical Group, Inc.

November 28, 2022

City of Perris  
24 South D Street, Suite 100  
Perris, California 92570

Reference No. 7072.P

Attention: Mr. William Evans

Subject: Proposal to Provide Geotechnical, Compaction Testing, and Materials Testing Services During Construction, Perris Downtown Skills Training & Job Placement Center, 19 South D Street, Perris, California.

### **INTRODUCTION**

In accordance with your request for proposal, LOR Geotechnical Group, Inc., (LOR) is pleased to submit this proposal and cost estimate to provide the geotechnical, compaction testing, and materials testing services during construction of the proposed Perris Skills Training & Job Placement Center. The proposed development will include the construction of a two-story development center and the associated underground utility improvements, driveways, parking areas, and landscape improvements. This project is located on the northeast corner of South D Street and East 1<sup>st</sup> Street, at 19 South D Street, in the city of Perris, California.

The services that we propose to provide during construction of the subject development includes geotechnical observation, compaction testing during earthwork observations, representative sampling of construction materials, and laboratory testing of the materials sampled during construction. A detailed summary of our services that are currently anticipated during the construction process is included within the following Preliminary Scope of Services.

The costs of our services are highly dependent on actual field conditions at the time of construction which might include the sequencing of construction, the performance of the various subcontractors, and the extent of our services that are required as determined by your construction management team. These factors are difficult to predict in advance. Therefore, due to the uncertainties that are involved with the construction process, our final cost estimate will include a 20 percent construction contingency. However, during the course of an on-call services agreement you will only be billed after we have provided services on the project. There is no obligation, and no penalty, for unused funds against a purchase order.

As you have indicated, a project duration of 365 days was used as reference while determining the time frames to incorporate into our cost estimate. We have also reviewed the project precise grading plans (CW Howe, undated), structural plans (Innovative, 2022), and the preliminary geotechnical investigation report (LOR, 2019) while preparing our Preliminary Scope of Services and cost estimate.

### **PRELIMINARY SCOPE OF SERVICES**

The geotechnical, compaction testing, and materials testing services proposed for the subject development will include, but are not necessarily limited to:

1. Attendance of the pre-construction and progress meetings as necessary to consult with authorized employees, agents, and representatives of our client, and other agencies having jurisdiction relative to the geotechnical engineering services of the project.
2. Material submittal review, structural pavement evaluation, certification letters, and other geotechnical engineering support that is often required during construction.
3. Representative sampling of onsite soil, aggregate base, asphalt concrete, and Portland cement concrete (PCC) materials used during construction to determine engineering properties and for quality compliance testing.
4. Continuous observation and compaction testing during rough grading operations to construct the building pad in accordance with the project preliminary geotechnical investigation report (LOR, 2019).
5. Representative sampling of the proposed pavement area subgrade soils to conduct R-value testing for the purpose of verifying the tentative pavement structural section(s). If higher or lower R-Value soils are encountered, we will provide new pavement structural section(s) as necessary.
6. Geotechnical observation of foundation excavations prior to the placement of reinforcing steel and/or PCC materials to verify that the foundations have been constructed as recommended in the project preliminary geotechnical investigation report (LOR, 2019).
7. Geotechnical observation and compaction testing during backfill operations for the trenches used to construct the onsite and offsite underground utility improvements.

8. Periodic geotechnical observation and compaction testing following preparation of subgrade soils and aggregate base grade (where required) for curb & gutter, cross-gutter & spandrell, access ramps, driveway approaches, and sidewalk.
9. Periodic observation and compaction testing following the grading and compaction of subgrade soil and base grade for drive lanes, parking areas, and offsite roadway areas.
10. Continuous observation, compaction testing, and materials sampling during hot-mix asphalt (HMA) paving and compaction operations.
11. Providing American Concrete Institute (ACI) certified technicians for sampling and testing of ready-mix Portland cement concrete (PCC) materials that are delivered to the project. This includes fabricating compressive strength specimens from PCC samples.
12. Preparation of daily field reports for each site visit. Our daily field reports will contain information regarding our geotechnical observations, compaction testing results, and results of our laboratory materials tests. They will be promptly submitted to the project superintendent.
13. Preparation and submittal of a compaction and materials testing report at the completion of the project following the notice of completion.

**FEE SCHEDULE OF HOURLY RATES**

The following table illustrates our estimated cost of providing the Preliminary Scope of Services that have been proposed:

Geotechnical, Compaction Testing, and Materials Testing Services Cost Estimate  
Perris Skill Training & Job Placement Center, 19 South D Street, Perris, California

Description	Estimated Quantity	Per Unit	Extended Cost
<b>Engineering:</b> Construction Meetings, Support	5	\$165/hour	\$825.00
<b>Geologist:</b> Observe Removals, Over-Excavation	5	\$140/hour	\$700.00

Description	Estimated Quantity	Per Unit	Extended Cost
<b>Soil Technician: Sampling, Testing</b>	220	\$142/hour	\$31,240.00
Site Grading Operations	50		
Foundation Excavation Observation	5		
Underground Utility Trench Backfill	50		
Drive Lane, Roadway Subgrade/Base Grade	20		
Flatwork: Curb & Gutter, Sidewalk, etc.	25		
Offsite Street Improvements	40		
HMA Sampling, Compaction Testing	20		
PCC Sampling and Testing	10		
<b>10% Field Supervision and Equipment</b>			\$3,124.00
Laboratory Compaction, Soil	7	\$190/unit	\$1,330.00
Laboratory Soluble Sulfate Testing	7	\$80/unit	\$560.00
Laboratory Expansion Testing	7	\$190/unit	\$1,330.00
Laboratory Sieve Analysis, Soil	2	\$110/unit	\$220.00
Laboratory Sand Equivalent, Soil	2	\$120/unit	\$240.00
Laboratory R-Value, Soil	2	\$350/unit	\$700.00
Laboratory Compaction, Aggregate Base	3	\$220/unit	\$660.00
Laboratory Aggregate Base Quality Control	1	\$620/unit	\$620.00
Laboratory Stability & Density, Asphalt Concrete	2	\$220/unit	\$440.00
Laboratory Extraction & Gradation, Asphalt Concrete	2	\$260/unit	\$520.00
Laboratory Compressive Strength, Concrete	15	\$35/unit	\$525.00
Compaction & Materials Testing Report	2	--	\$4,000.00
<b>SUB TOTAL:</b>			<b>\$47,034.00</b>
20 Percent Construction Contingency			\$9,406.80
<b>ESTIMATE:</b>			<b>\$56,440.80</b>



City of Perris  
November 28, 2022

Reference No. 7072.P

The soil technician hourly rate that we have provided incorporates the additional costs that are involved with providing a technician under the Community Workforce Agreement. The unit charges used in our cost estimate are based on our current fee schedule (LOR, 2022) We have attached a current fee schedule, complete with our policies regarding reimbursable expenses, travel time, overtime, prepayments, billing, and terms of payment, as Enclosure 1.

### **OUR APPROACH**

LOR has provided professional geotechnical consulting and construction materials testing services on over three thousand projects, to the private and public sectors in southern California for over 30-years. When our office is contacted to serve under the terms of an on-call services agreement, our dispatch personnel will assign a qualified representative to perform the requested services. If additional technical support is required, our geologists and technicians have a direct line of communication to our principal engineer to discuss the details related to our projects. Additionally, our project managers maintain direct lines of communication with our field staff and our clients to help ensure projects run smoothly.

All of our field personnel have a company owned vehicle with a company logo displayed. In addition to providing a vehicle, we also provide our personnel with all of the equipment necessary to perform the requested services. LOR ensures that our field personnel have the most up-to-date tools, maintained in good working order, and calibrated as required.

In support of field personnel, our office has a full service, Caltrans certified, geotechnical laboratory that is fully staffed and capable of providing timely results.

Our office is located at 6121 Quail Valley Court on the east end of Riverside, California. Our proximity to the project will enable us to provide timely service during the course of a service agreement. We have the ability to provide 24-hour service seven days a week if required. Although a 24-hour notice prior to service is appreciated, LOR has the ability to provide service in most cases in as little as two hours.

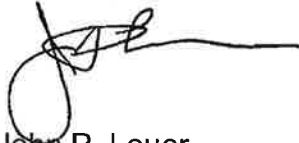
City of Perris  
November 28, 2022

Reference No. 7072.P

**CLOSURE**

We thank you for the opportunity to provide this proposal. If you should have any questions concerning this proposal, please do not hesitate to contact this firm at your convenience.

Respectfully submitted,  
**LOR Geotechnical Group, Inc.**



John P. Leuer  
President

TG:JPL:ss

Enclosures:           Enclosure 1: Current Fee Schedule

Distribution:           Addressee via email at [wevans@interwestgrp.com](mailto:wevans@interwestgrp.com)

## REFERENCES

CW Howe Partners, Inc., undated, Precise Grading and Drainage Plan, Perris Skills Training & Job Placement Center, 19 South D Street, Perris, California, 92570, Project No. C-19S12.

Innovative Structural Engineers, 2022, Structural Plans, Perris Downtown Skills Training & Job Placement Center, 19 South D Street, Perris, California, dated September 1, 2022 (delta 3).

LOR Geotechnical Group, Inc., 2019, Preliminary Geotechnical Investigation, Proposed Building, NEC 1<sup>st</sup> and D Street, Perris, California, project no. 53567.1, dated August 7, 2019.

LOR Geotechnical Group, Inc., 2022, Fee Schedule August 2022, dated August 2022.

**WORK AUTHORIZATION AGREEMENT**

**CLIENT:** City of Perris **REFERENCE NO.:** 7072.P  
**ADDRESS:** 24 South D Street, Suite 100 **PROJECT NO.:** \_\_\_\_\_  
Perris, California 92570 **DATE:** November 28, 2022  
**ATTN:** Mr. William Evans **REQUESTED BY:** William Evans  
**TELEPHONE:** 951-943-6504 **REF. PROJECT:** 53567.1  
**EMAIL:** wevans@interwestgrp.com

**CONTRACT AMOUNT:** --- **ESTIMATE:** \$56,440.80 **P.O. NO.:** ---  
**RETAINER REQUIRED:** --- **PREPARED BY:** TG

**PROJECT:** Perris Skills Training & Job Placement Center  
**LOCATION:** 19 South D Street, Perris, California  
**DESCRIPTION OF WORK:** Geotechnical, Compaction Testing, and Materials Testing.  
**REMARKS:** ---

*Subject to the terms and conditions set forth on the reverse side of this Agreement.*

**LOR Geotechnical Group, Inc.**

**AUTHORIZED BY**



**Signature:**

John P. Leuer, President

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## TERMS AND CONDITIONS

### Right of Entry

The client will provide for right of entry of LOR Geotechnical Group, Inc. (LOR) personnel, as well as all equipment necessary in order to complete the work. LOR will take reasonable precautions to minimize any damage to the property, but it is understood by client that in the normal course of work, some damage may occur, the correction of which is not part of this Agreement. The client accepts this fact and will not hold LOR responsible for any damage other than that caused by the gross negligence or willful misconduct of LOR or its personnel.

### Utilities

In the execution of this work, LOR will take all reasonable precautions to avoid damage to subterranean structures or utilities. The client agrees not to hold LOR responsible for damage to subterranean structures or utilities which are not called to LOR's attentions and fully and accurately described and located on the plans furnished.

### Indemnification

LOR agrees to hold harmless and indemnify Client from any and all claims, liabilities, cause of action for injury to or death of any person, or for damage or destruction of tangible property (including reasonable attorney fees) resulting from the willful misconduct or any negligent acts or omissions on the part of LOR and its contractors, subcontractors or consultants retained by or under the direction and control of LOR. However, the hold harmless and indemnification shall not apply for any such claims, liabilities, cause of action for injury to or death of any person, or for damages or destruction of tangible property (including reasonable attorney fees) that arise out of the negligence, willful misconduct or incorrect information provided by Client.

### Limitation of Liability

In order to obtain the benefit of a lower fee from LOR, among other benefits, the client agrees that, to the fullest extent permitted by law, LOR's total liability to client is limited to \$50,000.00 or LOR's total compensation, whichever is greater for any and all injuries, damages, claims losses, expenses, or claim expenses (including attorney's fees) arising out of this agreement from any cause of causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, negligent misrepresentation, strict liability, breach of contract, or breach of warranty.

### Standard of Care

LOR is employed to render a professional service only, and payments made to LOR are compensation solely for such services rendered and recommendations made in carrying out the work. LOR shall perform its services in accordance with the usual and customary professional care and in accordance with generally accepted engineering and other professional practices in effect at the time LOR's findings opinions, factual presentations, professional advice and recommendations are rendered.

The client accepts that subsurface conditions can vary from conditions encountered at the location where explorations are made by LOR and that the data, interpretations of the data, and recommendations of LOR are based solely on that information which was available. LOR will not be responsible for any interpretation of data by others of the information developed. The data obtained during the investigation phase is subject to confirmation by conditions which are encountered during construction.

The client warrants that all information supplied by client to LOR for their use in completing its services under this Agreement are accurate and sufficient for use by LOR, and that LOR can rely on their completeness and accuracy.

### Certificate of Merit

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against LOR unless the Client has first provided LOR with a written certification executed by an independent consultant currently practicing in the same discipline as LOR and licensed in the State of California. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to LOR not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

### Disputes

In the event that a dispute arises relating to the performance of the services to be provided under this Agreement, which results in litigation or non-adjudicated settlement or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other claim-related expenses. The term "prevailing party" shall be determined by the same process. Neither the client nor LOR may delegate, assign, sublet or transfer his or its duties or interest in this Agreement without the prior express written consent of the other party.

## BILLING

### Reimbursable Expenses

Outside services performed by others and direct costs expended on the client's behalf are charged at cost plus twenty percent. These expenses include rental of drill rigs, bulldozers, backhoes, travel and subsistence, permits, reproduction costs, etc.

### Travel Time

Travel time required to provide professional or technical services will be charged at the appropriate hourly rates. Mileage, truck and standard equipment charges are included in the hourly technician fee.

### Overtime

An overtime rate of 1.5 times the standard rate will be used for time in excess of 8 hours per day and Saturdays. An overtime rate of 2.0 times the standard rate will be added for work on Sundays, on official company holidays, and on all work in excess of 12 hours per day.

### Prepayments

A retainer of fifty percent of the total fee is required for all field studies. The balance of the fee must be paid at the time the report is released to the client.

### Terms of Payment

Billings will be provided periodically and will be classified by fee categories set forth above or as given by proposal. Invoices rendered for professional services are due upon presentation. A service charge of 1.5 percent, per month, may be charged on accounts not paid within thirty days to cover additional processing and carrying costs. Any attorney's fees or other costs incurred in collecting any delinquent account will be paid by the client.

**PROPOSAL TO PROVIDE GEOTECHNICAL,  
COMPACTION TESTING, AND  
MATERIALS TESTING SERVICES  
DURING CONSTRUCTION  
PERRIS SKILLS TRAINING & JOB  
PLACEMENT CENTER  
19 SOUTH D STREET  
PERRIS, CALIFORNIA**

**REFERENCE NO. 7072.P  
NOVEMBER 28, 2022**

Prepared for:

City of Perris  
24 South D Street, Suite 100  
Perris, California 92570

Attention: Mr. William Evans

# **ATTACHMENT 4**

Service Proposal from Inland Foundation Engineering, Inc.

December 8, 2022

**City of Perris**

101 North D Street  
Perris, California 92570

Attention: William Evans, Project Manager  
[wevans@interwestgrp.com](mailto:wevans@interwestgrp.com)

Subject: Proposal for Geotechnical Testing and Special Inspection Services  
Perris Downtown Skills Training and Job Placement Center  
19 South D Street, Perris, California

Dear Mr. Evans:

Inland Foundation Engineering, Inc. (IFE) is pleased to submit this proposal to provide geotechnical and materials testing services during construction of the subject project. Our proposed scope of service and estimated fee are based on our experience with similar projects and our review of the following:

- Plans entitled “Perris Downtown Skills Training & Job Placement Center Construction Project, EDA Project No. 07 01 07461”, prepared by Sidley Jones Architects, dated June 2022 issued for construction November 16, 2022
- Preliminary Geotechnical Investigation Report, Proposed Building, NEC 1<sup>st</sup> and D Street, Perris, California, prepared by LOR Geotechnical Group, Inc., dated August 7, 2019, Project No. 53567.1

**Project Understanding**

We understand the proposed Skills Training and Job Placement Center will be located on the northeast corner of South D Street and East 1<sup>st</sup> Street in the downtown area of the City of Perris. The project will share a parking lot with the city library and youth opportunity center. The new Skills Training & Job Placement Center will consist of a two-story, 13,700 sf steel framed building with slab-on-grade and spread footing foundation. Other site construction includes covered walkways, landscaping, loading area and drive approach. The referenced geotechnical report indicates that removal and recompaction of existing soil on the order 2 feet will be necessary.



## Scope of Service

Based on our review of the above references, we anticipate our scope of service will consist of the following:

### Project Site

- Observation and compaction testing during site grading and building pad preparation for the proposed building. This will include documentation of over-excavation depth, excavation bottom approval, and compaction testing during fill placement.
- Observation and compaction testing of concrete pavement subgrade and other hardscape areas.
- Compaction testing of aggregate base
- Observation and compaction testing during placement of utility trench backfill
- Concrete sampling and testing for slump, temperature and air content
- Sampling and mill cert verification of reinforcing steel
- Review of WPS verification, welder qualifications and equipment
- Site welding inspection
- UT and magnetic particle testing

### Laboratory

- Concrete – compressive strength
- Soil / aggregate base – maximum density/optimum moisture content, sand equivalent and sieve analysis.

### Project Management and Reporting

At the completion of the project, we will compile and/or prepare final reports that summarize the services performed and include field and laboratory test results.

Concrete compression reports will be prepared and submitted during the course of construction as the testing is complete. Interim reports for other testing can be prepared upon request.

## Estimated Fee

Our estimated fees are shown on Table 1, attached. Actual fees will be invoiced on a portal-to-portal basis from our San Jacinto office.

Please note our fee estimate is not intended to be a "best price" or "low bid". It is intended to be a reasonably conservative estimate of the testing and inspection fees that can be expected on this project. Our overall staffing requirements, and associated fees, are ultimately dependent on the contractor's means, methods, schedule and performance. We will keep the City informed about our budget status during the course of construction and will notify you if circumstances arise that may result in an increase to our fee estimate.

### **Closure**

Our services will be performed in accordance with the standard of practice exercised by other geotechnical engineers practicing in the same geographic area. No warranty, express or implied, is made.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions concerning this proposal, please contact our office.

Respectfully,

**INLAND FOUNDATION ENGINEERING, INC.**



**Allen D. Evans, P.E., G.E.**  
Principal

ADE:es  
Addressee (1)

**Fee Estimate**  
**Geotechnical and Special Inspection Services**  
**City of Perris, Downtown Skills Training and Job Placement Center**  
**December 8, 2022**

<b>Field Services</b>	<b>Total</b>	<b>Rate</b>	
	<b>Hours</b>	<b>(\$/Hr.)</b>	<b>Fee</b>
Soil technician	160	\$ 120.00	\$ 19,200.00
ACI concrete technician	48	\$ 120.00	\$ 5,760.00
ICC concrete inspector	72	\$ 120.00	\$ 8,640.00
ICC/AWS inspector- (site welding)	160	\$ 120.00	\$ 19,200.00
UT / Magnetic particle testing	16	\$ 120.00	\$ 1,920.00
<b>Subtotal</b>			<b>\$ 54,720.00</b>
<b>Laboratory Testing</b>	<b>Units</b>	<b>Rate</b>	<b>Fee</b>
ASTM C39 - Concrete compressive strength (10 sets of 5)	50	\$ 25.00	\$ 1,250.00
ASTM D1557 - Soil / agg. base maximum density	4	\$ 175.00	\$ 700.00
ASTM D2419 - Sand equivalent	2	\$ 75.00	\$ 150.00
ASTM D6913 - Sieve analysis	2	\$ 145.00	\$ 290.00
<b>Subtotal</b>			<b>\$ 2,390.00</b>
<b>Project Management / Report Preparation</b>	<b>Total</b>	<b>Rate</b>	
	<b>Hours</b>	<b>(\$/Hr.)</b>	<b>Fee</b>
Project engineer	10	\$175.00	\$ 1,750.00
Clerical	30	\$85.00	\$ 2,550.00
<b>Subtotal</b>			<b>\$ 4,300.00</b>
<b>TOTAL ESTIMATED FEE</b>			<b>\$ 61,410.00</b>

# **ATTACHMENT 5**

**Professional Services Agreement with LOR Geotechnical  
Group, Inc.**

## CITY OF PERRIS

### CONTRACT SERVICES AGREEMENT FOR GEOTECHNICAL, COMPACTION TESTING, AND MATERIALS TESTING SERVICES THROUGHOUT THE CONSTRUCTION OF THE PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER PROJECT.

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 LOR Geotechnical Group, Inc., a California Corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

#### 1.0 SERVICES OF CONSULTANT

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in

the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

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

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

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of **Fifty-six thousand four hundred forty dollars and eighty cents (\$56,440.80)** ("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. John P. Leuer, 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 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 City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

## 9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"  
CITY OF PERRIS

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

By: \_\_\_\_\_  
Clara Miramontes, City Manager

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Robert Khuu, City Attorney

"CONSULTANT"  
LOR Geotechnical Group, Inc., a California Corporation

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

FEE SCHEDULE OF HOURLY RATES

The following table illustrates our estimated cost of providing the Preliminary Scope of Services that have been proposed:

Geotechnical, Compaction Testing, and Materials Testing Services Cost Estimate Perris Skill Training & Job Placement Center, 19 South D Street, Perris, California

Description	Estimated Quantity	Per Unit	Extended Cost
<b>Engineering:</b> Construction Meetings, Support	5	\$165/hour	\$825.00
<b>Geologist:</b> Observe Removals, Over-Excavation	5	\$140/hour	\$700.00
<b>Soil Technician:</b> Sampling, Testing	220	\$142/hour	\$31,240.00
Site Grading Operations	50		
Foundation Excavation Observation	5		
Underground Utility Trench Backfill	50		
Drive Lane, Roadway Subgrade/Base Grade	20		
Flatwork: Curb & Gutter, Sidewalk, etc.	25		
Offsite Street Improvements	40		
HMA Sampling, Compaction Testing	20		
PCC Sampling and Testing	10		
<b>10% Field Supervision and Equipment</b>			\$3,124.00
Laboratory Compaction, Soil	7	\$190/unit	\$1,330.00
Laboratory Soluble Sulfate Testing	7	\$80/unit	\$560.00
Laboratory Expansion Testing	7	\$190/unit	\$1,330.00
Laboratory Sieve Analysis, Soil	2	\$110/unit	\$220.00
Laboratory Sand Equivalent, Soil	2	\$120/unit	\$240.00
Laboratory R-Value, Soil	2	\$350/unit	\$700.00
Laboratory Compaction, Aggregate Base	3	\$220/unit	\$660.00
Laboratory Aggregate Base Quality Control	1	\$620/unit	\$620.00

Laboratory Stability & Density, Asphalt Concrete	2	\$220/unit	\$440.00
Laboratory Extraction & Gradation, Asphalt Concrete	2	\$260/unit	\$520.00
Laboratory Compressive Strength, Concrete	15	\$35/unit	\$525.00
Compaction & Materials Testing Report	2	--	\$4,000.00
<b>SUB TOTAL:</b>			<b>\$47,034.00</b>
20 Percent Construction Contingency			\$9,406.80
<b>ESTIMATE:</b>			<b>\$56,440.80</b>



EXHIBIT "B"

SPECIAL REQUIREMENTS

Not Applicable

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Not Applicable

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Not Applicable



10.M.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** January 10, 2023

**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 January 10, 2023 through February 9, 2023

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

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#### **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, November 29, 2022 and December 13, 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, Resolution Number 6064 and Resolution Number 6088 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.

As of December 29, 2022, the COVID-19 positivity rate is 15.1% for Perris and for Riverside County the positivity rate is 16.9%.

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, January 10, 2023 through February 9, 2023. The City Council of the City of Perris meets on the second and last Tuesday of each month. Due to 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.

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

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Prepared by: Judy L. Haughney, Assistant City Clerk

**REVIEWED BY:**

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

Attachments: 1. Resolution Number (next in order)

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

# ATTACHMENT 1

Resolution Number (next in order)

**RESOLUTION NUMBER (next in order)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MAKING FINDINGS THAT PURSUANT TO ASSEMBLY BILL 361 THAT THE PROCLAIMED STATE OF EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN PERSON AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF PERRIS FOR THE PERIOD BEGINNING JANUARY 10, 2023 AND ENDING FEBRUARY 9, 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, Resolution Number 6064 on November 29, 2022 and Resolution Number 6088 on December 13, 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 January 10, 2023 and shall be effective until the earlier of (i) February 9, 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 10<sup>th</sup> day of January, 2023.

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Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, 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 10<sup>th</sup> day of January 2023, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

City Clerk, Nancy Salazar



10.N.

# CITY OF PERRIS


## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** January 10, 2023

**SUBJECT:** A Resolution of the City Council of the City of Perris, County of Riverside, State of California, Implementing Assembly Bill 2449 by Adopting an ADA Reasonable Accommodations Policy; and Directing Staff to Make Changes to the City's Agenda Template as may be Necessary to Implement ADA Requirements.

**REQUESTED ACTION:** To adopt the Resolution Number (next in order) Adopting an Americans With Disabilities Act ("ADA") Reasonable Accommodations Policy for the Meetings of the City Council and all City Commissions, Committees and Boards; and Directing City Staff to Make Such Changes to the City's Agenda Templates (Including such Templates for the City Council and All City Commissions, Committees and Boards) as may be Necessary to Implement the ADA Requirements of Assembly Bill No. 2449.

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

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

On September 13, 2022, Governor Newsom signed Assembly Bill 2449 ("AB 2449") to modernize existing teleconferencing requirements under the Brown Act by temporarily allowing less than a quorum of a legislative body to attend public meetings remotely without posting their location and removing the requirement for public participation in a nonpublic location, provided certain requirements are met. These new teleconferencing rules under AB 2449 are in addition to the traditional teleconferencing rules and AB 361. On October 11, 2022, the City Council received a presentation of AB 2449's new teleconferencing rules. AB 2449 takes effect January 1, 2023.

In addition to updated teleconferencing rules, AB 2449 also imposes requirements relating to accommodation requests made under the Americans with Disabilities Act (ADA). The purpose of this draft Resolution is for the City to adopt an ADA policy to meet the requirement of AB 2449.

#### **ADA Reasonable Accommodations Policy**

AB 2449 adds new subsections to Government Section 54953 regarding ADA accessibility and nondiscrimination in conducting meetings pursuant to the Brown Act. The ADA provision will require cities which have not done so already to adopt a stated policy and procedure for receiving and acting on reasonable accommodation requests of individuals with disabilities (including members of the public) for accessibility to meetings.

The attached resolution adopts an ADA reasonable accommodations policy and also directs City staff to make modifications to the City's agenda templates (including City Council, and City commissions, committees, and boards) in a manner consistent with the ADA reasonable accommodations policy and AB 2449.

It is recommended that the City Council adopt the ADA reasonable accommodations policy.

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**BUDGET (or FISCAL) IMPACT:**

No Fiscal Impact.

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Prepared by: Yecenia Vargas, Assistant City Attorney

**REVIEWED BY:**

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

Assistant City Manager MB

Deputy City Manager ER

**Attachments:**

1. Resolution adopting an ADA Reasonable Accommodations Policy and Implementing Assembly Bill 2449.

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

## Attachment 1

### Resolution Number (Next in Order) Adopting an ADA Reasonable Accommodations Policy and Implementing Assembly Bill 2449

**RESOLUTION NUMBER (next in order)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ADOPTING AN AMERICANS WITH DISABILITIES ACT (“ADA”) REASONABLE ACCOMMODATIONS POLICY FOR THE MEETINGS OF THE CITY COUNCIL AND ALL CITY COMMISSIONS, COMMITTEES AND BOARDS; AND DIRECTING CITY STAFF TO MAKE SUCH CHANGES TO THE CITY’S AGENDA TEMPLATES (INCLUDING SUCH TEMPLATES FOR THE CITY COUNCIL AND ALL CITY COMMISSIONS, COMMITTEES AND BOARDS) AS MAY BE NECESSARY TO IMPLEMENT THE ADA REQUIREMENTS OF ASSEMBLY BILL NO. 2449**

**WHEREAS**, on September 13, 2022, Governor Newsom signed Assembly Bill 2449 (“AB 2449”) to modernize existing teleconferencing requirements under the Brown Act by temporarily allowing less than a quorum of a legislative body to attend public meetings remotely without posting their location and removing the requirement for public participation in a nonpublic location, provided certain requirements are met. These new teleconferencing rules under AB 2449 are in addition to the traditional teleconferencing rules and AB 361; and

**WHEREAS**, AB 2449 also imposes requirements relating to accommodation requests made under the Americans with Disabilities Act (“ADA”); and

**WHEREAS**, the City Council now desires to implement AB 2449, including, without limitation, adoption of an ADA accommodation request policy and, further, modifications to the City’s agenda templates for the City Council and all City commissions, committees, and boards in order to implement AB 2449’s ADA requirements.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, 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. ADA Accommodation Request Policy.** The City Council hereby adopts the “Reasonable Accommodations Policy for City of Perris Brown Act Meetings,” which is attached hereto and incorporated herein by this reference (“Policy”). The City Manager, or his or her designee, is directed and authorized to make such changes to the Policy as may be necessary to comply with applicable law, including, without limitation, adding further “Readily Available Accommodations” to the appropriate section of the Policy.

**Section 3. ADA Agenda Language.** The accessibility language on all City Council, commission, committee, and board meeting agendas is amended in its entirety to read as follows:

**REASONABLE ACCOMMODATIONS**

In compliance with the Americans with Disabilities Act and Government Code Section 54953(g), the City Council has adopted a reasonable accommodations policy to swiftly resolve

accommodation requests. The policy can also be found on the City’s website. Please contact the City Clerk’s Office at (951) 943-6100 to make an accommodation request, or to obtain an electronic or printed copy of the policy.

Further, a hyperlink to the Policy shall be embedded in the agenda. The City Manager, or his or her designee, is further directed to make such amendments as may be necessary to the City Council’s adopted “City of Perris Code of Conduct Manual” in order to be consistent with this Resolution.

**Section 4. Effective Date.** This Resolution shall immediately take effect upon passage.

**ADOPTED, SIGNED and APPROVED** this 10th day of January, 2023.

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

ATTEST:

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

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number (*next in order*) was duly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 10th day of January, 2023, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

Exhibit A “Reasonable Accommodations Policy for City of Perris Brown Act Meetings”

**Exhibit A**  
**Reasonable Accommodations Policy for City of Perris Brown Act Meetings**



## **REASONABLE ACCOMMODATIONS POLICY FOR CITY OF PERRIS BROWN ACT MEETINGS**

Effective January 1, 2023, Government Code Section 54953(g) requires that all public agencies have and implement a procedure for receiving and swiftly resolving reasonable accommodation requests for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. Requests may be made by any individual that participates or conducts the meeting, such as members of the public, staff, and members of the legislative body. This policy shall apply to all meetings of the City's legislative bodies and meetings open to the public, including, without limitation, the City Council and the Planning Commission.

### **Readily Available Accommodations**

Any of the following accommodations can be provided for a publicly-noticed City meeting or meetings open to the public:

- Agendas and staff reports: Upon request, any agendas or staff reports can be made available in appropriate alternative formats to persons with a disability, including hyperlinks where appropriate so that the user can access the linked information.
- For individuals with hearing loss: Closed captioning is available via You Tube when viewing the City's publicly-noticed meetings.
- For individuals with visual impairments: Upon request, any agendas or staff reports can be made available in a larger print.
- For individuals with mobility impairments: ADA accessible facilities, including ramps to access council chambers; closed circuit broadcast/Zoom/telephone access via Zoom.

### **Additional Accommodations (Upon Request)**

Individuals who are deaf or hard of hearing, who are blind or have low vision, have mobility impairments, or have any other disability, may also request accommodations other than those readily available using the process outlined below. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation. Note that an accommodation will be considered to be unreasonable and will not be provided if it imposes undue financial or administrative burdens on the City, or requires a fundamental alteration in the nature of a program. If a particular accommodation is unreasonable, the City will offer an alternative accommodation that is reasonable.

#### Process to request an additional accommodation:

1. If you have an additional accommodation that is not identified above, please request an accommodation as soon as you can, preferably before the meeting you wish to attend, or at the meeting itself if necessary. The sooner the request is made, the more likely

it is that the City can provide the accommodation or an alternative. You can make this request yourself, or someone can make it on your behalf with your permission.

2. Your request can be made orally or in writing, and you should submit it to the City Clerk's Office so as to avoid delay in reviewing and processing the request. Requests can be made by contacting the City Clerk's Office at (951) 943-6100, via email to [cityclerk@cityofperris.org](mailto:cityclerk@cityofperris.org), or by mailing such a request to the City Clerk's Office located in Perris City Hall (101 N. D Street, Perris, CA 92570). Note that if you contact the City Clerk's Office via mail, you need to make the request early enough that a response can be timely provided.

3. Your request for an accommodation must provide the following information:

- (a) *What Accommodation?* We need to know the type of accommodation you are seeking, and/or how the accommodation will allow you to access and participate in the meeting. You are not required to disclose the particular disability, instead a general statement of explanation will suffice. You may, but are not required to, submit a letter from a physician to the effect that the requested accommodation is required for you to access and participate in the meeting.
- (b) *Contact information.* You must give staff current contact information so they can respond in a timely manner. This can be a mailing address, an email address, or telephone number, for example. Note that if only a mailing address is provided, you need to make the request early enough that a mailed response can be timely provided.
- (c) *Which meeting or meetings?* Please specify if the accommodation is requested for a specific meeting, or for all or a series of meetings before a particular body.

Procedures for City Staff:

A. Any staff member who receives, or believes they may have received, an accommodation request, will promptly relay the request and the requestor's contact information to the City Clerk, City Manager, or City Attorney.

B. The City Attorney may be requested to assist in the review of requests, and assist staff in providing a response to the requestor as soon as practicable.

C. All reasonable accommodation request responses shall be provided in writing, when such written response can be transmitted in a timely manner prior to the start of the specific meeting. Otherwise, the response will otherwise be provided orally. Responses will identify whether the accommodation is granted or granted in the alternative, and any instructions necessary to access the accommodation. If denied, the response will identify and the grounds for denial. City staff will document requests and responses provided orally.

D. The law requires that all doubt be resolved in favor of accommodations. Staff will make reasonable efforts to communicate with requestors to obtain clarifications or to discuss whether alternative accommodations will be viable.



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

11.A.

**MEETING DATE:** January 10, 2023

**SUBJECT:** Conduct a Public Hearing and hold a Special Election for the Proposed Community Facilities District No. 2022-3 (Stratford Ranch) of the City of Perris ("CFD 2022-3") in Improvement Area No. 1 and Improvement No. 2 thereof and adopt various Resolutions and introduce an Ordinance forming CFD 2022-3 and Improvement Area No. 1 and Improvement No. 2 thereof. CFD 2022-3 is located at the northeast corner of Evans Road and the Ramona Expressway within Tract Map Nos. 38071 and 38071-1.

**REQUESTED ACTION:** That the City of Perris (the "City") adopt the following resolutions, respectively:

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS DETERMINING THE VALIDITY OF PRIOR PROCEEDINGS, ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SUCH COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS, ESTABLISHING AN APPROPRIATIONS LIMIT, AND TAKING CERTAIN OTHER ACTIONS RELATING TO SAID DISTRICT
2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS, DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$8,000,000 WITHIN IMPROVEMENT AREA NO. 1 AND \$7,000,000 WITHIN IMPROVEMENT AREA NO. 2 OF SAID DISTRICT; AND CALLING A SPECIAL ELECTION WITHIN EACH SUCH IMPROVEMENT AREA
3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS,

DECLARING THE RESULTS OF A SPECIAL ELECTION  
RELATING TO THE LEVY OF SPECIAL TAXES THEREIN,  
THE ISSUANCE OF BONDED INDEBTEDNESS AND THE  
ESTABLISHMENT OF AN APPROPRIATIONS LIMIT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING AND AUTHORIZING EXECUTION OF A FUNDING AGREEMENT AND A JOINT COMMUNITY FACILITIES AGREEMENT IN CONNECTION WITH THE FORMATION OF COMMUNITY FACILITIES DISTRICT 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS; AND MAKING FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH
5. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 1 AND IMPROVEMENT AREA NO. 2 OF SAID DISTRICT

**CONTACT:** Matthew Schenk, Director of Finance

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**BACKGROUND/DISCUSSION:**

The City has received a Petition (Attachment 2) from the property owner, Stratford Ranch Associates, LLC, a Delaware limited liability company, to create a community facilities district for the purpose of financing public facilities in connection with a planned development project. The Petition authorizes the levy of special taxes, the issuance of bonds and establishment of an appropriations limit for the proposed community facilities district. The proposed community facilities district will be designated as "Community Facilities District No. 2022-3 (Stratford Ranch) of the City of Perris." The CFD is located at the northeast corner of Evans Road and the Ramona Expressway within Tract Map Nos. 38071 and 38071-1. The CFD encompasses approximately 50 acres and is planned for 188 single family residential units, 107 of which are planned to be in Improvement Area No. 1 and 81 in Improvement Area No. 2. The Petition authorizes the levy of special taxes, the issuance of bonds and establishment of an appropriations limit for the CFD and its Improvement Areas.

In the Petition, in accordance with the provisions of the Mello-Roos Act allowing certain time and conduct requirements relative to a special landowner election to be waived with the unanimous consent of all the landowners to be included in a CFD, Stratford Ranch Associates waived such requirements of the Act for establishing CFD 2022-3 and has also waived any notices and requirements as to the form of the ballot. As such, the election can be conducted immediately after the close of tonight's Public Hearing. Moreover, the City Clerk can immediately certify the results of the election to the City Council. The City's special tax consultant has confirmed that there are no registered voters residing within the territory of proposed CFD 2022-3 for the 90-day period

preceding and including January 10, 2023, and that Stratford Ranch Associates is the only landowner in CFD 2022-3 per the Certificate of Registrar of Voters. (See Attachment 4).

Community facilities district financing is a commonly-used method of financing infrastructure and services for new development in California. Commonly referred to as “Mello-Roos,” this land-secured financing permits the local agency (i.e., the City) to issue bonds to pay for the public facilities and infrastructure costs and services of local development. Debt service on the bonds is paid from special taxes levied on real property within the CFD boundary.

The Act also authorizes a community facilities district to finance facilities to be owned or operated by an entity other than the agency that creates the community facilities district pursuant to a joint community facilities agreement. The Petition authorizes the financing of certain public facilities to be constructed, owned and operated by the Eastern Municipal Water District (EMWD) and/or Val Verde Unified School District (VVUSD) in lieu of payment of fees imposed by EMWD and/or VVUSD upon the property to finance such facilities and certain water and sewer facilities to be constructed by Stratford Ranch Associates and acquired by EMWD and/or VVUSD. Accordingly, at this time, the City, Stratford Ranch Associates and EMWD intend on entering into a joint community facilities agreement pursuant to which CFD 2022-3, when and if formed, will be authorized to finance the acquisition and/or construction of all or a portion of the EMWD facilities and/or acquisition facilities.

Moreover, the City and Stratford Ranch Associates intend on entering into an Acquisition and Funding Agreement relating to the authorized facilities and authorized fees to be funded by the City pursuant to the Act for each Improvement Area.

In connection with the formation of CFD 2022-3, the City Council has taken the following actions thus far:

1. On March 29, 2022 and October 11, 2022, the City Council approved Deposit and Reimbursement Agreements with Stratford Ranch Associates and Pulte Home Company who will be purchasing the property within Improvement Area No. 1 to provide for the deposit of the funds to cover the City’s expenses in connection with the formation of a community facilities district and the issuance of special tax bonds.
2. On November 29, 2023, the City Council approved Resolutions declaring intent to form CFD 2022-3, authorize future bonded indebtedness in the amount not to exceed \$8,000,000 within Improvement Area No. 1 and \$7,000,000 within Improvement Area No. 2 and set the time and place for tonight’s Public Hearing.

**PUBLIC HEARING AND TONIGHT’S ACTIONS:**

The proposed CFD 2022-3 will meet all requirements of the City’s amended local goals and policies specified in the Debt Issuance and Management Policy, approved separately on tonight’s agenda.

The City Council has initiated proceedings to consider the establishment of a community facilities district pursuant to the provisions of the Act. Tonight’s Public Hearing will provide the public an opportunity to provide testimony related to the formation of CFD 2022-3 and the CFD Report

(Attachment 5) prepared by Willdan & Associates. The CFD Report describes the CFD boundaries, the rate and method of apportionment of the special taxes to be levied and the facilities to be financed by CFD 2022-3.

The below table shows the special taxes which would be applicable to an Assessor's Parcel classified as Developed Property, as defined in the rate and method of apportionment, commencing in Fiscal year 2023-24:

<b>Improvement Area No.1</b>	<b>Land Use Class</b>	<b>Land Use Type</b>	<b>Building Square Footage</b>	<b>Assigned Special Tax</b>
1	1	Residential Property	> 3,300	\$3,770 per Residential Unit
1	2	Residential Property	3,101 – 3,300	\$3,650 per Residential Unit
1	3	Residential Property	2,901 - 3,100	\$3,530 per Residential Unit
1	4	Residential Property	2,701 – 2,900	\$3,409 per Residential Unit
1	5	Residential Property	2,501 – 2,700	\$3,290 per Residential Unit
1	6	Residential Property	2,301 – 2,500	\$3,170 per Residential Unit
1	7	Residential Property	2,101 – 2,300	\$3,050 per Residential Unit
1	8	Residential Property	≤ 2,100	\$2,930 per Residential Unit
1	9	Non-Residential Property	N/A	\$22,227 per Acre

<b>Improvement Area No. 2</b>	<b>Land Use Class</b>	<b>Land Use Type</b>	<b>Building Square Footage</b>	<b>Assigned Special Tax</b>
2	1	Residential Property	> 3,300	\$4,089 per Residential Unit
2	2	Residential Property	3,101 – 3,300	\$3,961 per Residential Unit

2	3	Residential Property	2,901 - 3,100	\$3,834 per Residential Unit
2	4	Residential Property	2,701 – 2,900	\$3,706 per Residential Unit
2	5	Residential Property	2,501 – 2,700	\$3,579 per Residential Unit
2	6	Residential Property	2,301 – 2,500	\$3,452 per Residential Unit
2	7	Residential Property	2,101 – 2,300	\$3,324 per Residential Unit
2	8	Residential Property	≤ 2,100	\$3,197 per Residential Unit
2	9	Non-Residential Property	N/A	\$23,054 per Acre

Every year the maximum tax will increase by 2%. The proceedings to establish CFD 2022-3 will be accomplished by the adoption of the Resolution of Formation, as well as the other Resolutions and the Ordinance, identified in the recommended actions. The City Council will be taking certain actions including:

1. Adopt a Resolution of the City Council of the City of Perris determining the validity of prior proceedings, establishing Community Facilities District No. 2022-3 (Stratford Ranch) of the City of Perris, authorizing the levy of a special tax within such Community Facilities District No. 2022-3 (Stratford Ranch) of the City of Perris, establishing an appropriations limit, and taking certain other actions relating to said District. (Attachment 6).
2. Adopt a Resolution of the City Council of the City of Perris acting in its capacity as the legislative body of Community Facilities District No. 2022-3 (Stratford Ranch) of the City of Perris, determining the necessity to incur bonded indebtedness in an 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 said District; and calling a special election within the District. (Attachment 7).

After the Resolution of Formation and the Resolution calling the special election are adopted, the City Clerk will open the ballots and state the results of the election. As mentioned above, Stratford Ranch Associates expressly consented to the conduct of the special election at the earliest possible time following the adoption of the Resolution of Formation and expressly waived the noticing and time requirements of Section 53326 of the Government Code and the California Elections Code. Accordingly, the election is an all-mailed or personal delivery ballot landowner election, and the ballots for the special election have been mailed or personally delivered to Stratford Ranch



Associates. The ballot contains a proposition relating to the levying of the special taxes, the incurring of bonded indebtedness and the establishment of an appropriations limit for Improvement Areas No. 1 and 2 of CFD 2022-3, respectively. (Attachment 3). If the results of the special election reveal that the propositions have received the affirmative vote of two-thirds of the votes cast, the City Council will then:

3. Adopt Resolution declaring the results of the consolidated special election for CFD 2022-3. (Attachment 8).
4. Adopt Resolution approving execution of the Joint Community Facilities Agreement and Acquisition and Funding Agreements for each Improvement Area. (Attachment 9).
5. Adopt a motion to introduce and waive the first reading of the Ordinance authorizing the levy of special taxes within CFD 2022-3. (Attachment 10).

### **CONCLUSION AND NEXT STEPS**

Adopting the attached Resolutions and Ordinance is the last step to establish CFD 2022-3, authorize special taxes and incur a bonded indebtedness. Following tonight's Public Hearing, the proposed schedule to complete the formation of CFD 2022-3 is as follows:

- January 31, 2023: Second reading of Ordinance authorizing special tax levy
- March 2, 2023: Ordinance authorizing special tax levy becomes effective

The Resolutions, Ordinance and related documents have been prepared and reviewed by the City's finance team, which includes bond counsel, municipal advisor, and special tax consultant.

### **FISCAL IMPACT**

The recommended action carries no immediate fiscal impact on the City. The formation of CFD 2022-3 will occur after tonight's public hearing. Any further obligation of the City to pay costs for CFD formation will be reimbursed out of the Developer's Deposit.

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**BUDGET (or FISCAL) IMPACT:** None. Costs will be paid out of the Pulte Home Company's Deposit.

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Prepared by:

### **REVIEWED BY:**

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

Attachments:

Binder containing all documents is on file with the City Clerk and made a part of the record, including:

1. Vicinity Map

2. Landowner's Petition & Waiver
3. Landowner's Ballot
4. Certificate of Registrar of Voters
5. CFD Report
6. Resolution of Formation
7. Resolution Determining Necessity to Incur Bonded Indebtedness and Calling Election
8. Resolution Declaring Results of Election
9. Resolution Approving the JCFA and Acquisition and Funding Agreements
10. Ordinance Authorizing Levy of Special Tax

Consent:

Public Hearing:

Business Item:

Presentation:

Other:



# CITY OF PERRIS

11.B.

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** January 10, 2023

**SUBJECT:** Consider Adoption of Resolutions of Necessity to Acquire Fee Simple Interests and Temporary Construction Easements for the Widening of Orange Avenue

**REQUESTED ACTION:** (1) That the City Council hold a public hearing on the proposed Resolutions of Necessity and (2) adopt Resolutions of Necessity authorizing the commencement of eminent domain actions to acquire fee simple interests and temporary construction easements in APNs 320-010-001, 320-010-005, 320-010-006, 320-010-007, 320-010-008, 320-010-009, 320-010-010, 320-010-011, and 320-010-012 (“Interests”)

**CONTACT:** Robert Khuu, City Attorney

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#### BACKGROUND/DISCUSSION:

Acquisition of fee simple interests and temporary construction easements (“Interests”) in portions of certain privately-owned properties located at the south side of Orange Avenue, east of North Perris Boulevard (APNs 320-010-001, 320-010-005, 320-010-006, 320-010-007, 320-010-008, 320-010-009, 320-010-010, 320-010-011, and 320-010-012) (See Exhibits to proposed Resolutions) is necessary for the widening and improvement of Orange Avenue generally between North Perris Boulevard and Medical Center Drive (“Project”). Written offers were sent to the owners of record (“Owners”), as required by California Government Code Section 7267.2. The Owners have not accepted the offers made by the City or presented counteroffers, and consequently, the City has not reached negotiated agreements with the Owners. Although the Owners have been contacted and the City remains willing to negotiate, the Interests are necessary for completion of the Project. Therefore, staff recommends the City Council authorize the acquisition of the Interests through eminent domain.

In accordance with California Government Code Section 1245.235, the City has prepared and mailed notice of this hearing to the Owners informing them of their right to appear at this hearing and be heard on the following issues: (1) whether the public interest and necessity require the Project; (2) whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) whether the Interests are necessary for the Project; (4) whether the offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record, or has not been made because the owner cannot be located with reasonable diligence; and (5) whether the offer required by Section 7267.2 of the Government Code was made in the form and substance required by law.

While a hearing on a resolution of necessity is often referred to as a public hearing, the only notice required is 15 days' notice by regular mail to the property owner. No published notice is required.

The affirmative vote of two-thirds of all the members of the City Council is required to adopt the Resolution of Necessity.

#### COMPLIANCE WITH CEQA

Acquisition of real property by a public agency for the widening of Orange Avenue is a discretionary action subject to the California Environmental Quality Act ("CEQA").

Environmental impacts of this Project were addressed in the Negative Declaration No. 2223 approved by the City of Perris Community Development Department on June 23, 2007.

#### EVIDENCE IN SUPPORT OF THE FINDINGS IN THE RESOLUTIONS

Public acquisition of private property by eminent domain for public streets and right-of-way is authorized by Section 19 of Article I of the California Constitution, California Code of Civil Procedure Sections 1240.010 through 1240.050, and Government Code Sections 37350, 37350.5, 37353, and 40404.

Pursuant to California Government Code Section 1240.030, the power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- (a) The public interest and necessity require the project.
- (b) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (c) The property sought to be acquired is necessary for the project.

In addition, a resolution of necessity must include a finding that the offer required by Government Code Section 7267.2 has been made to the owner or owners of record, or the offer was not made because the owner could not be located with reasonable diligence.

The public interest, convenience, and necessity require the Project to accommodate growth and development as anticipated in the Land Use Element. Currently, Orange Avenue consists of four lanes for a portion of the length between North Perris Boulevard and Medical Center Drive while the remaining portion consists of only three lanes – one lane on the south side and two lanes on the north side. The Project includes rehabilitating existing pavement, installing curb, gutter, and sidewalk, and re-striping and widening the remaining portion of the south side of Orange Avenue from one to two lanes, making the width consistent with the rest of Orange Avenue between North Perris Boulevard and Medical Center Drive. The existing traffic signal at Orange Avenue and North Perris Boulevard is being replaced to match new improvements. The Project will improve traffic safety and emergency vehicle response times.

The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Orange Avenue is designated as a Secondary Arterial in the Circulation Element of the City's General Plan. Widening the existing roadway is the only practical means of achieving the necessary traffic capacity. Re-routing Orange Avenue would be cost prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for widening the existing roadway.

The Interests proposed to be acquired are in the following APNs:

APN
320-010-001
320-010-005
320-010-006
320-010-007
320-010-008
320-010-009
320-010-010
320-010-011
320-010-012

The Interests are the only portions of the property the City needs at the present time.

The acquisition of the Interests is necessary for the Project because, without the Interests, the Project cannot be completed.

The City of Perris made the precondemnation offer to the Owners to purchase the Interests as required by Government Code § 7267.2 on October 31, 2022.

**REQUIRED FINDINGS AND SUPPORTING EVIDENCE**

After the City receives testimony and evidence from all interested parties, the City Council must make a determination as to whether to acquire the Interests by eminent domain and adopt the proposed Resolutions of Necessity (Attachments "1", "2", "3", and "4"). The City must find and determine that based upon all the evidence and the existence of the above stated conditions, (a) public interest and necessity require the project, (b) the project is planned in the manner that will be most compatible with the greatest public good and the least private injury,

(c) acquisition by eminent domain is necessary, and (d) the offer required by Government Code Section 7267.2 has been made to the owner or owners of record, or the offer was not made because the owner could not be located with reasonable diligence.

If this action is approved by the City Council, the City Attorney will be instructed to take all steps necessary to commence legal proceedings in a court of competent jurisdiction to acquire the Interests by eminent domain. Counsel will also be directed to seek and obtain an order of prejudgment possession in accordance with the provisions of the eminent domain law so that the City may complete the project while eminent domain proceedings are pending in the court.

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**BUDGET (or FISCAL) IMPACT:** The cost of acquisition of right of way and construction of the Project will be funded by developer, Pacific Communities.

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Prepared by: Nick Papajohn, Deputy City Attorney

**REVIEWED BY:**

City Attorney   X    
Assistant City Manager WB  
Deputy City Manager ER

- Attachments:
1. Resolution of Necessity for APN 320-010-001
  2. Resolution of Necessity for APNs 320-010-005, 320-010-006, and 320-010-007
  3. Resolution of Necessity for APNs 320-010-008, 320-010-009, 320-010-010, and 320-010-011
  4. Resolution of Necessity for APN 320-010-012

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

# ATTACHMENT 1

Resolution of Necessity for APN 320-010-001

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF INTERESTS IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 320-010-001**

**WHEREAS**, for the public purposes set forth herein, the City of Perris, California is authorized to acquire property through the exercise of eminent domain pursuant to Section 19 of Article 1 of the California Constitution, Section 1240.010 through 1240.050 of the California Code of Civil Procedure, and Sections 37350, 37350.5, 37353, and 40404 of the California Government Code; and

**WHEREAS**, the “Project” for the purposes of this acquisition is the widening and improvement of Orange Avenue, which generally consists of the widening of Orange Avenue between North Perris Boulevard and Medical Center Drive (referred to herein as the “Project”); and

**WHEREAS**, in order to carry out and make effective the principal purpose of the Project, it is necessary for the City of Perris to acquire street right-of-way in fee simple and a temporary construction easement (hereinafter the “Interests”) in a portion of certain privately-owned real property located at the south side of Orange Avenue, east and adjacent to North Perris Boulevard, in the City of Perris, County of Riverside, California, Assessor’s Parcel No. 320-010-001 (hereinafter the “Property”); and

**WHEREAS**, the portion of the Property in which the City seeks to acquire the fee simple interest is described in Exhibit “A-1” which is attached hereto and incorporated by this reference, and depicted on the diagram attached hereto as Exhibit “B-1” which is incorporated herein by this reference; and

**WHEREAS**, the portion of the Property in which the City seeks to acquire the temporary construction easement, which will be in effect for 12 months, commencing upon written notice to the owner of the Property from the City of Perris, is described in Exhibit “A-2” which is attached



hereto and incorporated herein by this reference, and depicted on the diagram attached hereto as Exhibit "B-2" which is incorporated herein by this reference; and

**WHEREAS**, on or about October 31, 2022, the City made a written offer to acquire the Interests to the record owners of the Property at an amount that was not less than the appraised fair market value in compliance with Government Code Section 7267.2(a), and the owners of the Property have not accepted said offer or otherwise conveyed the Interests to the City as of the date of this Resolution; and

**WHEREAS**, on December 22, 2022 a Notice of Intent to Adopt a Resolution of Necessity for Acquisition of the Interests in certain real property identified as Assessor's Parcel No. 320-010-001 (a copy of which is attached hereto as Exhibit "C" and incorporated by this reference) was mailed to all persons whose names appear on the last equalized County Assessment Roll as having an ownership interest in the Property, and to the address appearing on said Roll, which Notice of Hearing advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein; and

**WHEREAS**, the hearing that was the subject of said Notice of Hearing was held on January 10, 2023, at the time and place stated therein and all interested parties were given an opportunity to be heard on the following matters:

- (a) Whether the public interest and necessity require the Project;
- (b) Whether the Project is planned or located in a manner which is most compatible with the greatest public good and the least private injury;
- (c) Whether the Interests proposed to be acquired are necessary for the Project;
- (d) Whether an offer meeting the requirements of Government Code Section 7267.2 has been made to the owner or owners of record;
- (e) Whether all other prerequisites for the exercise of eminent domain to acquire the Interests have been met; and

**WHEREAS**, the City Council, as a result of such hearing, has determined that the public health, safety, and welfare require the City to acquire the Interests in the Property for the stated purposes; and

**WHEREAS**, environmental impacts of this Project were addressed in the Negative Declaration No. 2223 approved by the City of Perris Community Development Department on June 23, 2007.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council hereby does find, determine, and declare based upon evidence presented to it as follows:

Section 1. The staff report presented regarding this matter at the January 10, 2023 hearing is incorporated herein by this reference. The facts referenced in this Resolution and the staff report, and specifically the recitals above, are found to be true and are incorporated herein by this reference. The findings made by the City Council herein are supported by substantial evidence contained in the record of this proceeding.

Section 2. The street right-of-way to be acquired is located within the City of Perris, County of Riverside, State of California, Assessor's Parcel No. 320-010-001, comprising a total of 5,161 square feet, is described in Exhibit "A-1" and depicted in Exhibit "B-1". The temporary construction easement to be acquired, which will be in effect for 12 months, commencing upon written notice to the owner of the Property from the City of Perris, comprising a total of 2,905 square feet, is described in Exhibit "A-2" and depicted in Exhibit "B-2".

Section 3. The public interest, convenience, and necessity require the Project to accommodate growth and development as anticipated in the Land Use Element. Currently, Orange Avenue consists of four lanes for a portion of the length between North Perris Boulevard and Medical Center Drive while the remaining portion consists of only three lanes – one lane on the south side and two lanes on the north side. The Project includes rehabilitating existing pavement, installing curb, gutter, and sidewalk, and re-striping and widening the remaining portion of the south side of Orange Avenue from one to two lanes, making the width consistent with the rest of Orange Avenue between North Perris Boulevard and Medical Center Drive. The existing traffic signal at Orange Avenue and North Perris Boulevard is being replaced to match

new improvements. The Project will improve traffic safety and emergency vehicle response times.

Section 4. The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Orange Avenue is designated as a Secondary Arterial in the Circulation Element of the City's General Plan. Widening the existing roadway is the only practical means of achieving the necessary traffic capacity. Re-routing Orange Avenue would be cost prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for widening the existing roadway.

Section 5. The acquisition of the Interests in the Property is necessary for the Project because without the Interests, the Project cannot be completed. Acquisition of the Interests is expressly authorized by Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Sections 1240.010 through 1240.050 and Government Code Sections 37350, 37350.5, 37353, and 40404.

Section 6. The offer required by Government Code Section 7267.2 has been made to the owners of record of the Property, by way of letter dated October 31, 2022, and the owners of record of the Property have not accepted the City's offer or made an acceptable counter offer.

Section 7. The City hereby declares its intent to acquire the Interests in the portion of the Property described in Exhibits "A-1" and "A-2" in the City's name, in accordance with the provisions of the law of the State of California and finds that all conditions, statutory requirements and prerequisites to the exercise of eminent domain to acquire the Interests described herein and the Project have been complied with by the City.

Section 8. The law firm of Aleshire & Wynder, LLP, is hereby authorized and directed to prepare, institute, and prosecute in the name of the City such proceedings, in the Court having proper jurisdiction thereof, as may be necessary for the acquisition of the Interests in a portion of the Property in accordance with the provisions of the California Eminent Domain Law and the Constitution of California. Said counsel are also authorized and directed to obtain

any necessary order of the Court granting the City the right of immediate possession and occupancy of the Property.

**PASSED, APPROVED and ADOPTED** at a regular meeting of the City Council of the City of Perris this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

---

MICHAEL M. VARGAS  
MAYOR OF THE CITY OF PERRIS

ATTEST:

---

NANCY SALAZAR  
CITY CLERK

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

I, NANCY SALAZAR, City Clerk of the City of Perris, California, do hereby certify that Resolution No. \_\_\_\_\_ was adopted by the City Council of the City of Perris at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 202\_\_\_, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

NANCY SALAZAR  
CITY CLERK

**EXHIBIT "A-1"**

**LEGAL DESCRIPTION FOR FEE SIMPLE INTEREST**

**EXHIBIT "A"**  
**A.P.N. 320-010-001**

THAT PORTION OF LOT A IN BLOCK 1 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16 PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID PORTION BEING DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWESTERLY CORNER OF SAID LOT A, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF ORANGE AVENUE (30.00 FEET SOUTHERLY HALF-WIDTH) AS SHOWN ON SAID FIGADOTA FARMS NO. 13 MAP;

**THENCE** SOUTH 89°43'01" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 280.12 FEET TO THE EASTERLY LINE OF SAID LOT A;

**THENCE** SOUTH 00°30'58" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 17.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHERLY 17.00 FEET, MEASURED AT A RIGHT ANGLE TO SAID SOUTHERLY RIGHT OF WAY LINE;

**THENCE** NORTH 89°43'01" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 252.21 FEET;

**THENCE** SOUTH 43°34'22" WEST, A DISTANCE OF 32.82 FEET;

**THENCE** NORTH 89°29'16" WEST, A DISTANCE OF 5.50 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PERRIS BOULEVARD (50.00 FEET IN EASTERLY HALF-WIDTH) AS SHOWN ON SAID FIGADOTA FARMS NO. 13 MAP;

**EXHIBIT "A"**  
**A.P.N. 320-010-001**

**THENCE NORTH 00°30'44" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 40.87 FEET TO THE POINT OF BEGINNING;**

CONTAINING 5161 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.  
PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
Michael E. Johnson, L.S. 7673

\_\_\_\_\_  
3/11/20  
Date

Prepared By: AL  
Checked By: mf





**EXHIBIT "A-2"**

**LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT**

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**A.P.N. 320-010-001**

THAT PORTION OF LOT A IN BLOCK 1 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16, AT PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID PORTION BEING A STRIP OF LAND 10.00 FEET WIDE IN RIGHT ANGLE WIDTH LYING SOUTHERLY AND SOUTHEASTERLY OF AND ADJOINING THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID LOT A, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF PERRIS BLVD (50.00 FEET IN EASTERLY HALF WIDTH) AS SHOWN ON SAID FIGADOTA FARMS NO. 13 MAP;

**THENCE** SOUTH 00°30'44" WEST ALONG THE WESTERLY LINE OF SAID LOT A, A DISTANCE OF 40.87 FEET;

**THENCE** SOUTH 89°29'16" EAST, A DISTANCE OF 5.50 FEET;

**THENCE** NORTH 43°34'22" EAST, A DISTANCE OF 32.82 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHERLY 47.00 FEET, MEASURED AT A RIGHT ANGLE, TO THE CENTERLINE OF ORANGE AVENUE (30.00 FEET IN SOUTHERLY HALF WIDTH) AS SHOWN ON SAID FIGADOTA FARMS NO. 13 MAP;

**THENCE** SOUTH 89°43'01" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 252.21 FEET TO THE EASTERLY LINE OF SAID LOT A, SAID POINT ALSO BEING THE **POINT OF TERMINUS**;

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE WESTERLY ON THE WESTERLY LINE AND EASTERLY ON THE EASTERLY LINE OF SAID LOT A.

CONTAINING 2,905 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.  
PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
Michael E. Johnson, L.S. 7673

08/09/22  
\_\_\_\_\_  
Date

Prepared By: AL  
Checked By: JCR

Page 1 of 1

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Associates

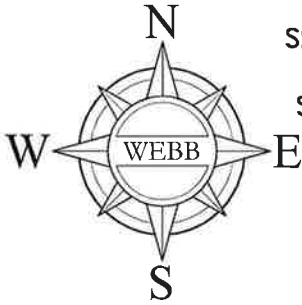


**EXHIBIT "B-1"**

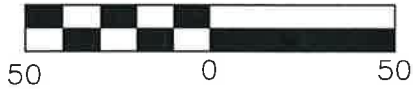
**PLAT MAP FOR FEE SIMPLE INTEREST**

# EXHIBIT "B"

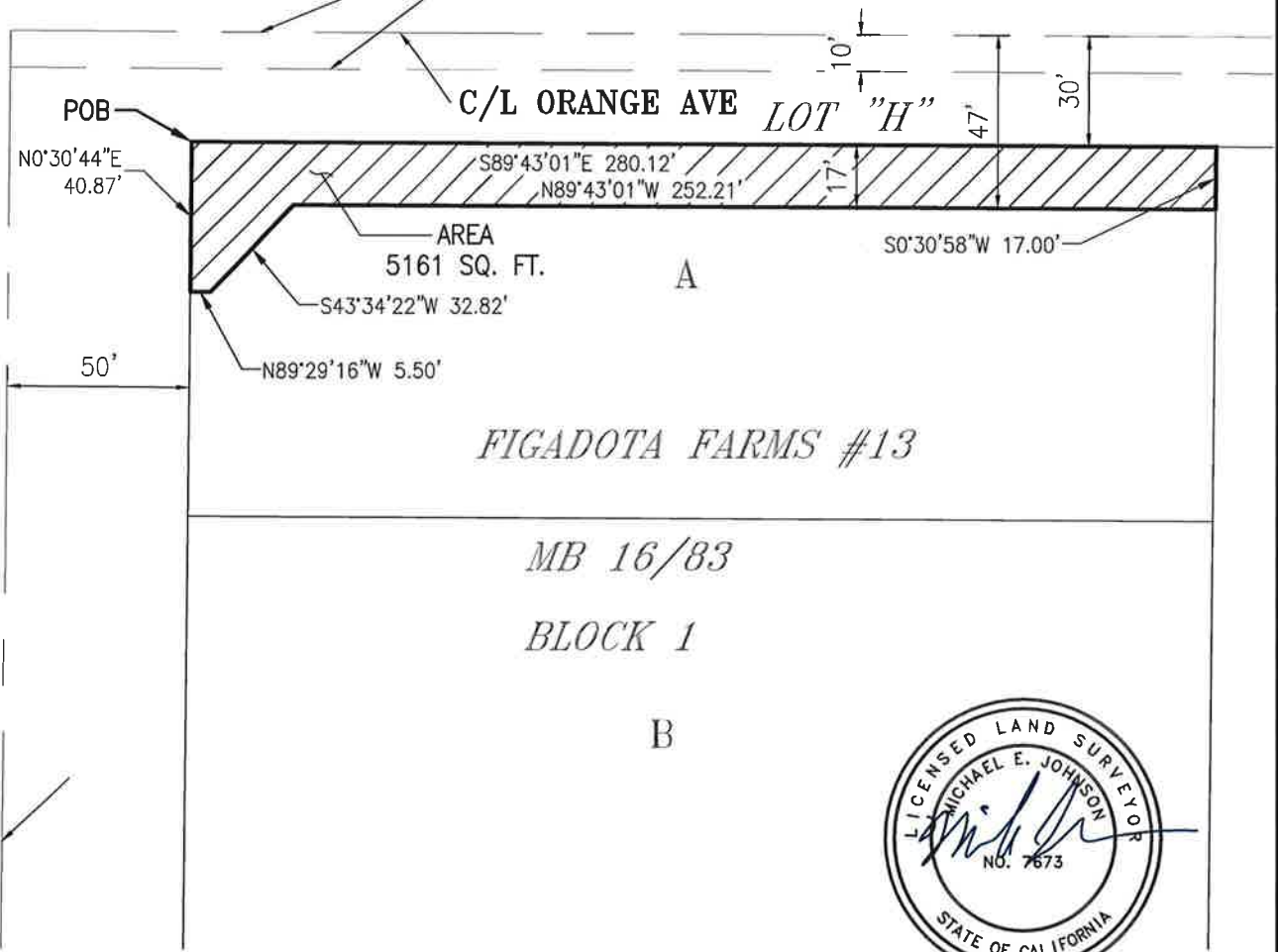
SHOWING THE DEDICATION OF RIGHT-OF-WAY OF A PORTION OF LOT A IN BLOCK 1 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



1" = 50'



EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 4, 1970 AS INSTRUMENT NO. 11225 OF OFFICIAL RECORDS, IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA.



FIGADOTA FARMS #13

MB 16/83

BLOCK 1

B



SEC. 20, T4S, R3W, SBM

ALBERT A.  
**WEBB**  
ASSOCIATES

CITY OF PERRIS

\\Elsinore\wo4\2019\19-0006\Drawings\Mapping\Legals & Plats\Right of Way\19-0006\_ROW.dwg  
3/9/2020 11:34 AM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.  
19-0006

SCALE: 1"=50'

DRWN BY ALR  
CHKD BY MJ

DATE 4/29/19  
DATE 4/29/19

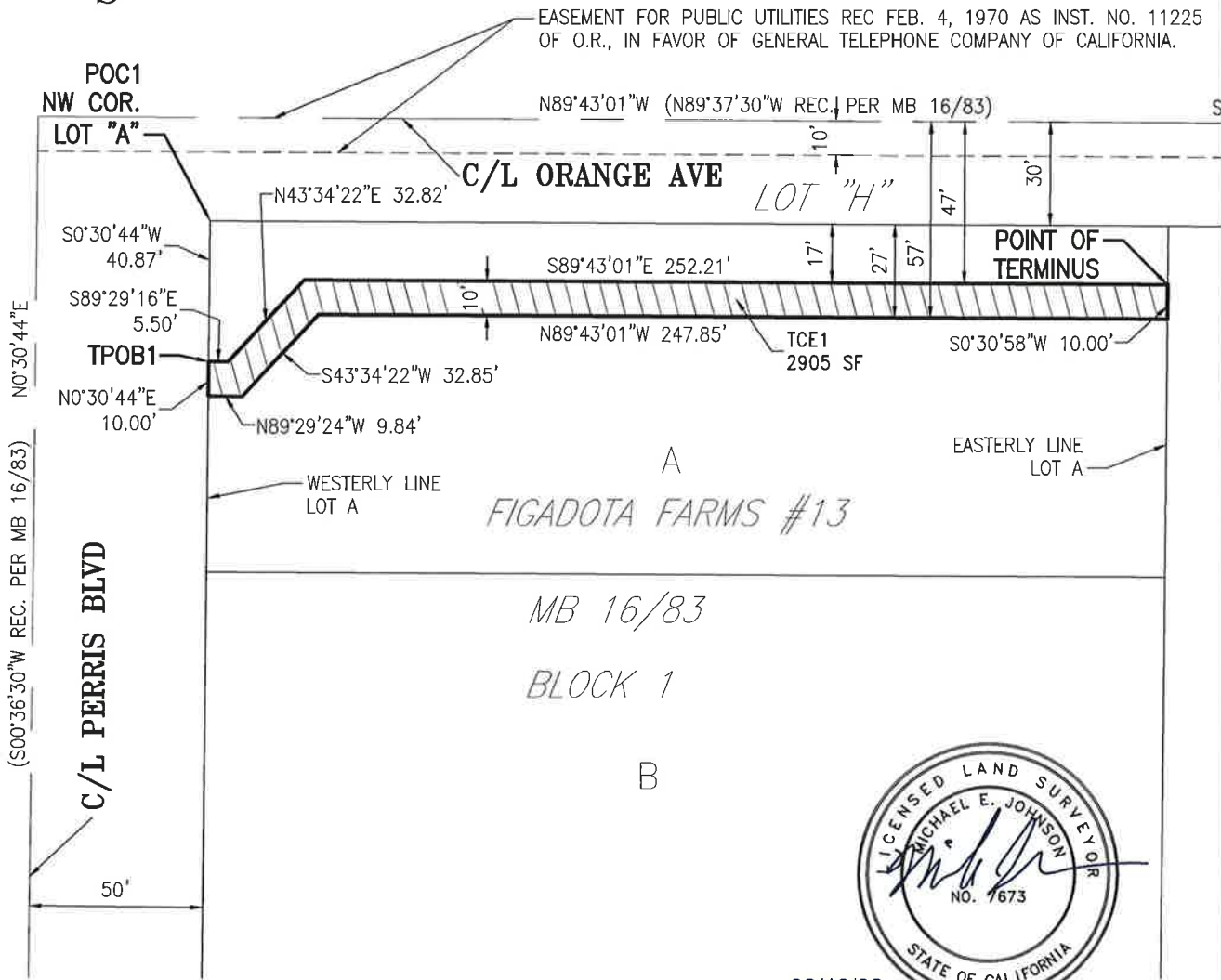
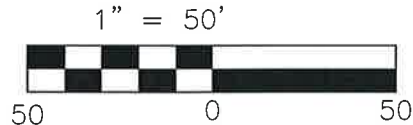
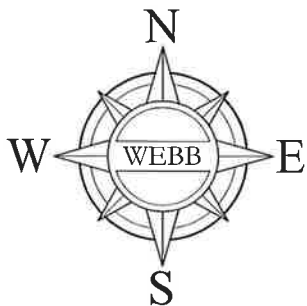
SUBJECT: APN 320-010-001

**EXHIBIT "B-2"**

**PLAT MAP FOR TEMPORARY CONSTRUCTION EASEMENT**

# EXHIBIT "B"

SHOWING THE TEMPORARY CONSTRUCTION EASEMENT OF A PORTION OF LOT A IN BLOCK 1 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



SEC. 20, T4S, R3W, SBM

08/12/22

ALBERT A.  
**WEBB**  
ASSOCIATES

CITY OF PERRIS

H:\2019\19-0006\Drawings\Mapping\Legals & Plats\TCE\19-0006\_TCE.dwg 8/10/2022 4:02 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.  
19-0006

SCALE: 1"=50'

DRWN BY ALR  
CHKD BY JCR

DATE 8/28/20  
DATE 8/28/20

SUBJECT: APN 320-010-001

**EXHIBIT "C"**

**NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY**



December 22, 2022

Samir B. Patel and Manisha B. Patel  
701 South Brookhurst Street  
Anaheim, CA 92804

Samir B. Patel and Manisha B. Patel  
119 Union Jack Mall  
Marina del Rey, CA 90292

Re: APN: 320-010-001  
Property: South side of Orange Avenue, east of N Perris Boulevard,  
City of Perris, Riverside County  
Subject: Resolution of Necessity

Dear Property Owners:

This firm serves as the City Attorney’s Office for the City of Perris. On October 31, 2022, the City of Perris (the “City”) made an offer to purchase portions of the property identified as Assessor’s Parcel Number 320-010-001 in the City of Perris, California, located on the south side of Orange Avenue, east and adjacent to N Perris Boulevard, City of Perris, County of Riverside, California. The City reiterates its previous offer of \$ [REDACTED], subject to the conditions stated in the offer.

You are also hereby notified that the City intends to consider the adoption of a resolution of necessity authorizing acquisition of said property by eminent domain. The City’s governing body will consider that resolution at a meeting to be held at the following time and place:

**Date: January 10, 2023**  
**Time: 6:30 p.m.**  
**Location: City of Perris, City Hall, Council Chambers, 101 North D Street,  
Perris, California**

You have the right to appear at the meeting and be heard on the following issues:

1. Whether the public interest and necessity require the project;
2. Whether the project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;



3. Whether the interests sought to be acquired are necessary for the project;
4. Whether the offer required by Section 7267.2 of the *Government Code* has been made to the owners(s) of record; and
5. Whether the offer required by Section 7267.2 of the *Government Code* was made in the form and substance required by law.

**NOTICE:** If you fail to file a written request to be heard at the hearing within 15 days after the date of this letter, then the City may decide not to hear or consider any evidence which you may have to present. Please also be advised that, if you do not appear and present information to the City at the hearing, then you may be precluded from later challenging the City's authority to acquire the interests through its use of the power of eminent domain. Information may be presented in writing if it is received before the hearing. In addition, due to the coronavirus pandemic, City Council meetings are being held via Zoom. Instructions on how to register to participate in the meeting, or watch the meeting without participating, are provided in the agenda for the meeting and can be found at <https://www.cityofperris.org/government/city-council/council-meetings>.

Neither the pendency of the City's consideration of the resolution of necessity, nor the initiation of formal eminent domain proceedings, in any way prevents negotiations from occurring for the acquisition of said property, and the City will be most willing to engage in such negotiations.

If you have any comments or questions, please do not hesitate to contact me at (949) 223-1170 or Clara Miramontes, City Manager, at (951) 943-6100.

Thank you for your cooperation in this matter.

Very truly yours,

ALESHIRE & WYNDER, LLP



Nicolas D. Papajohn  
Associate

NDP/ndp

cc: Stuart McKibbin, City Engineer (via email)  
Robert Khuu, City Attorney (via email)  
June Ailin, Special Counsel (via email)

# ATTACHMENT 2

Resolution of Necessity for APNs 320-010-005, 320-010-006, and 320-010-007

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF INTERESTS IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NOS. 320-010-005, 320-010-006, AND 320-010-007**

**WHEREAS**, for the public purposes set forth herein, the City of Perris, California is authorized to acquire property through the exercise of eminent domain pursuant to Section 19 of Article 1 of the California Constitution, Section 1240.010 through 1240.050 of the California Code of Civil Procedure, and Sections 37350, 37350.5, 37353, and 40404 of the California Government Code; and

**WHEREAS**, the “Project” for the purposes of this acquisition is the widening and improvement of Orange Avenue, which generally consists of the widening of Orange Avenue between North Perris Boulevard and Medical Center Drive (referred to herein as the “Project”); and

**WHEREAS**, in order to carry out and make effective the principal purpose of the Project, it is necessary for the City of Perris to acquire street right-of-way in fee simple and a temporary construction easement (hereinafter the “Interests”) in a portion of certain privately-owned real property located at the south side of Orange Avenue, east of North Perris Boulevard, in the City of Perris, County of Riverside, California, Assessor’s Parcel Nos. 320-010-005, 320-010-006, and 320-010-007 (hereinafter the “Property”); and

**WHEREAS**, the portion of the Property in which the City seeks to acquire the fee simple interest is described in Exhibit “A-1” which is attached hereto and incorporated by this reference, and depicted on the diagram attached hereto as Exhibit “B-1” which is incorporated herein by this reference; and

**WHEREAS**, the portion of the Property in which the City seeks to acquire the temporary construction easement, which will be in effect for 12 months, commencing upon written notice to the owners of the Property from the City of Perris, is described in Exhibit “A-2” which is

attached hereto and incorporated herein by this reference, and depicted on the diagram attached hereto as Exhibit “B-2” which is incorporated herein by this reference; and

**WHEREAS**, on or about October 31, 2022 the City made a written offer to acquire the Interests to the record owners of the Property at an amount that was not less than the appraised fair market value in compliance with Government Code Section 7267.2(a), and the owners of the Property have not accepted said offer or otherwise conveyed the Interests to the City as of the date of this Resolution; and

**WHEREAS**, on December 22, 2022 a Notice of Intent to Adopt a Resolution of Necessity for Acquisition of the Interests in certain real property identified as Assessor’s Parcel Nos. 320-010-005, 320-010-006, and 320-010-007 (a copy of which is attached hereto as Exhibit “C” and incorporated by this reference) was mailed to all persons whose names appear on the last equalized County Assessment Roll as having an ownership interest in the Property, and to the address appearing on said Roll, which Notice of Hearing advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein; and

**WHEREAS**, the hearing that was the subject of said Notice of Hearing was held on January 10, 2023, at the time and place stated therein and all interested parties were given an opportunity to be heard on the following matters:

- (a) Whether the public interest and necessity require the Project;
- (b) Whether the Project is planned or located in a manner which is most compatible with the greatest public good and the least private injury;
- (c) Whether the Interests proposed to be acquired are necessary for the Project;
- (d) Whether an offer meeting the requirements of Government Code Section 7267.2 has been made to the owner or owners of record;
- (e) Whether all other prerequisites for the exercise of eminent domain to acquire the Interests have been met; and

**WHEREAS**, the City Council, as a result of such hearing, has determined that the public health, safety, and welfare require the City to acquire the Interests in the Property for the stated purposes; and

**WHEREAS**, environmental impacts of this Project were addressed in the Negative Declaration No. 2223 approved by the City of Perris Community Development Department on June 23, 2007.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council hereby does find, determine, and declare based upon evidence presented to it as follows:

Section 1. The staff report presented regarding this matter at the January 10, 2023 hearing is incorporated herein by this reference. The facts referenced in this Resolution and the staff report, and specifically the recitals above, are found to be true and are incorporated herein by this reference. The findings made by the City Council herein are supported by substantial evidence contained in the record of this proceeding.

Section 2. The street right-of-way to be acquired is located within the City of Perris, County of Riverside, State of California, Assessor's Parcel Nos. 320-010-005, 320-010-006, and 320-010-007, comprising a total of 2,806 square feet, is described in Exhibit "A-1" and depicted in Exhibit "B-1". The temporary construction easement to be acquired, which will be in effect for 12 months, commencing upon written notice to the owner of the Property from the City of Perris, comprising a total of 1,651 square feet, is described in Exhibit "A-2" and depicted in Exhibit "B-2".

Section 3. The public interest, convenience, and necessity require the Project to accommodate growth and development as anticipated in the Land Use Element. Currently, Orange Avenue consists of four lanes for a portion of the length between North Perris Boulevard and Medical Center Drive while the remaining portion consists of only three lanes – one lane on the south side and two lanes on the north side. The Project includes rehabilitating existing pavement, installing curb, gutter, and sidewalk, and re-striping and widening the remaining portion of the south side of Orange Avenue from one to two lanes, making the width consistent with the rest of Orange Avenue between North Perris Boulevard and Medical Center Drive. The

existing traffic signal at Orange Avenue and North Perris Boulevard is being replaced to match new improvements. The Project will improve traffic safety and emergency vehicle response times.

Section 4. The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Orange Avenue is designated as a Secondary Arterial in the Circulation Element of the City's General Plan. Widening the existing roadway is the only practical means of achieving the necessary traffic capacity. Re-routing Orange Avenue would be cost prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for widening the existing roadway.

Section 5. The acquisition of the Interests in the Property is necessary for the Project because without the Interests, the Project cannot be completed. Acquisition of the Interests is expressly authorized by Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Sections 1240.010 through 1240.050 and Government Code Sections 37350, 37350.5, 37353, and 40404.

Section 6. The offer required by Government Code Section 7267.2 has been made to the owners of record of the Property, by way of letter dated October 31, 2022, and the owners of record of the Property have not accepted the City's offer or made an acceptable counter offer.

Section 7. The City hereby declares its intent to acquire the Interests in the portion of the Property described in Exhibits "A-1" and "A-2" in the City's name, in accordance with the provisions of the law of the State of California and finds that all conditions, statutory requirements and prerequisites to the exercise of eminent domain to acquire the Interests described herein and the Project have been complied with by the City.

Section 8. The law firm of Aleshire & Wynder, LLP, is hereby authorized and directed to prepare, institute, and prosecute in the name of the City such proceedings, in the Court having proper jurisdiction thereof, as may be necessary for the acquisition of the Interests in a portion of the Property in accordance with the provisions of the California Eminent Domain

Law and the Constitution of California. Said counsel are also authorized and directed to obtain any necessary order of the Court granting the City the right of immediate possession and occupancy of the Property.

**PASSED, APPROVED and ADOPTED** at a regular meeting of the City Council of the City of Perris this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

---

MICHAEL M. VARGAS  
MAYOR OF THE CITY OF PERRIS

ATTEST:

---

NANCY SALAZAR  
CITY CLERK

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

I, NANCY SALAZAR, City Clerk of the City of Perris, California, do hereby certify that Resolution No. \_\_\_\_\_ was adopted by the City Council of the City of Perris at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 202 \_\_\_, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

NANCY SALAZAR  
CITY CLERK



**EXHIBIT "A-1"**

**LEGAL DESCRIPTION FOR FEE SIMPLE INTEREST**

**EXHIBIT "A"**  
**A.P.N. 320-010-005, -006, -007**

THE NORTHERLY 17.00 FEET OF LOTS A, B AND THE NORTHERLY 17.00 FEET OF THE WEST HALF OF LOT C IN BLOCK 2 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16 PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

CONTAINING 2806 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS **EXHIBIT "B"** AND MADE A PART HEREOF. PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
MICHAEL E. JOHNSON, L.S. 7673

\_\_\_\_\_  
3/11/20  
DATE



PREPARED BY: AL  
CHECKED BY: mf

**EXHIBIT "A-2"**

**LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT**

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**  
**A.P.N. 320-010-005, -006, -007**

THE SOUTHERLY 10.00 FEET OF THE NORTHERLY 27.00 FEET OF LOTS A, B AND THE SOUTHERLY 10.00 FEET OF THE NORTHERLY 27.00 FEET OF THE WEST HALF OF LOT C ALL IN BLOCK 2 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16, AT PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

CONTAINING 1,651 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF. PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
MICHAEL E. JOHNSON, L.S. 7673

\_\_\_\_\_  
08/09/22  
DATE



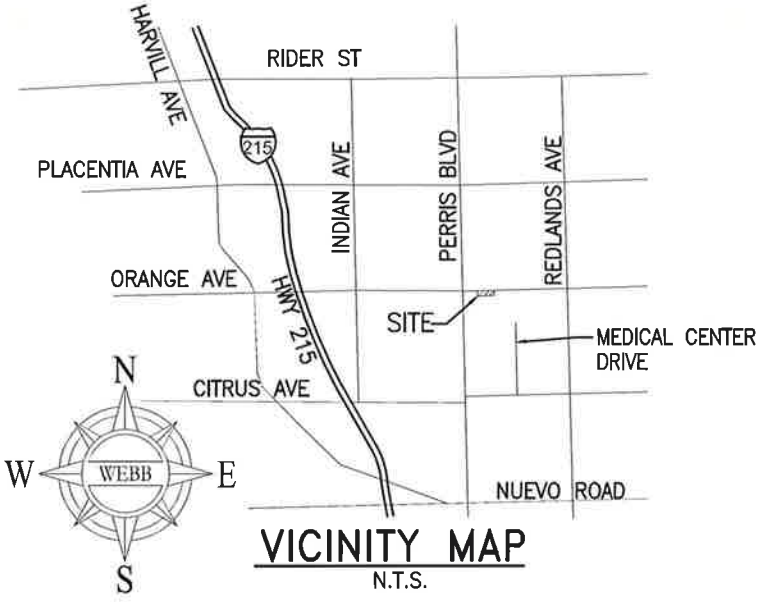
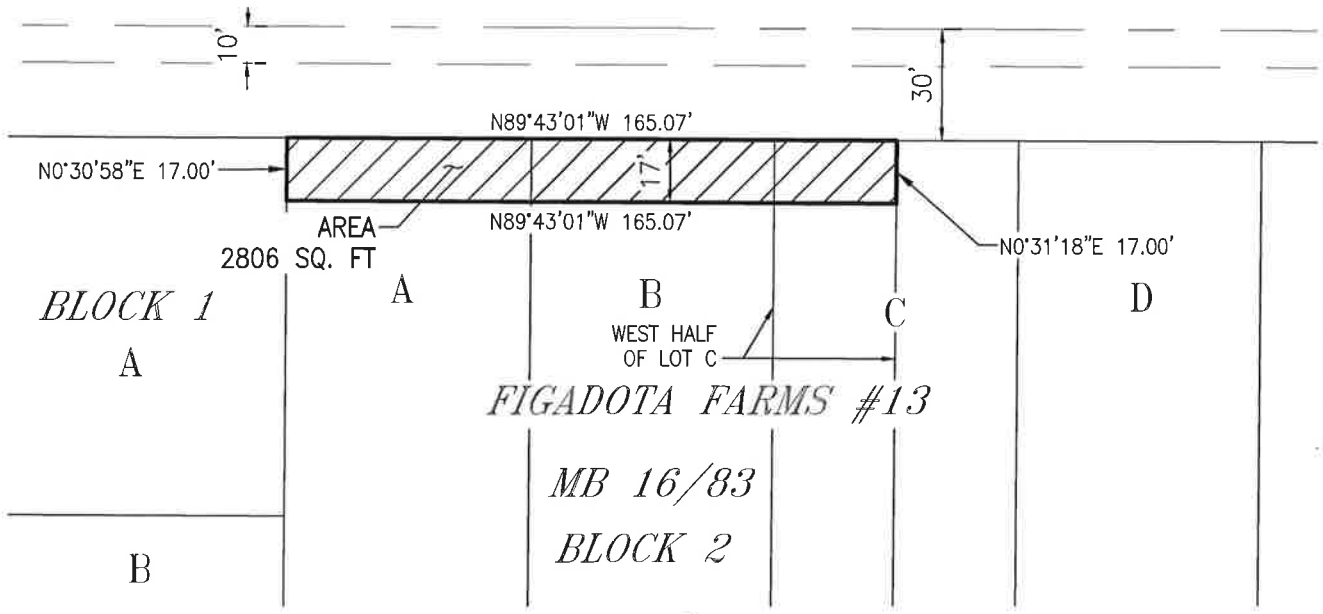
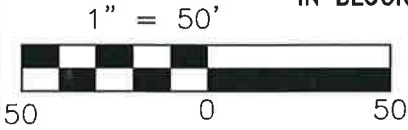
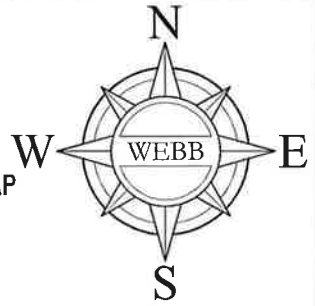
PREPARED BY: AL  
CHECKED BY: JR

**EXHIBIT "B-1"**

**PLAT MAP FOR FEE SIMPLE INTEREST**

# EXHIBIT "B"

SHOWING THE DEDICATION OF RIGHT-OF-WAY OF  
 THE NORTHERLY 17.00 FEET OF LOTS A, B, AND  
 THE NOTHERLY 17.00 FEET OF THE WEST HALF OF LOT C  
 IN BLOCK 2 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP  
 ON FILE IN BOOK 16, PAGE 83 OF MAPS,  
 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA



SEC. 20, T4S, R3W, SBM



CITY OF PERRIS

\\Elsinore\wo4\2019\19-0006\Drawings\Mapping\Legals & Plats\Right of Way\19-0006\_ROW.dwg  
 3/9/2020 11:35 AM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.  
 ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.  
 19-0006

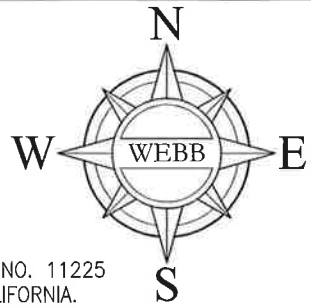
SCALE: 1"=50'    DRWN BY ALR    DATE 4/29/19    SUBJECT: APN 320-010-005,-006,-007  
 CHKD BY MJ    DATE 4/29/19

**EXHIBIT "B-2"**

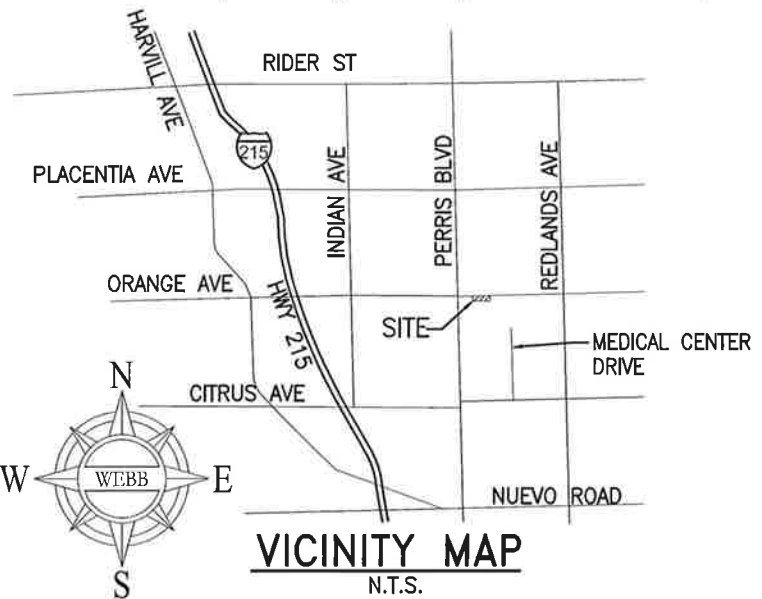
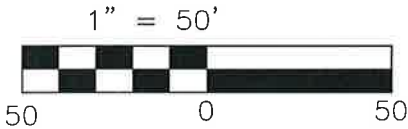
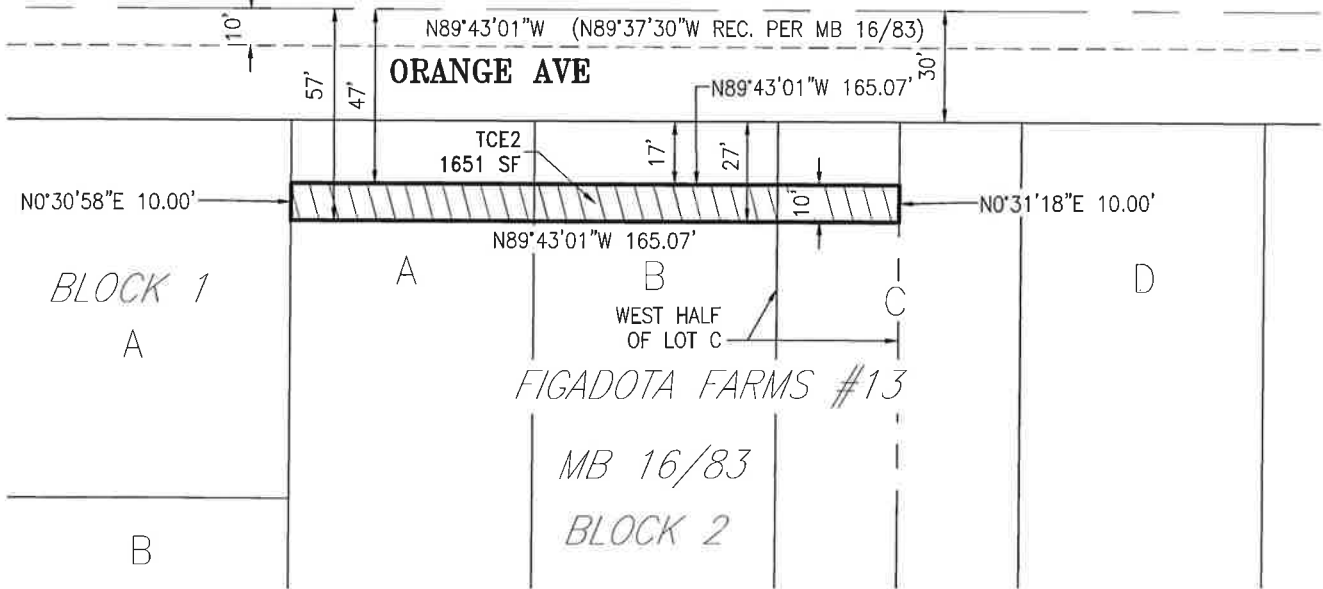
**PLAT MAP FOR TEMPORARY CONSTRUCTION EASEMENT**

# EXHIBIT "B"

SHOWING THE TEMPORARY CONSTRUCTION EASEMENT OF  
 THE SOUTHERLY 10.00 FEET OF THE NORTHERLY 27.00 FEET OF LOTS A, B, AND  
 THE SOUTHERLY 10.00 FEET OF THE NORTHERLY 27.00 FEET THE WEST HALF OF  
 LOT C IN BLOCK 2 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP  
 ON FILE IN BOOK 16, PAGE 83 OF MAPS,  
 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA



EASEMENT FOR PUBLIC UTILITIES REC FEB. 4, 1970 AS INST. NO. 11225  
 OF O.R., IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA.



SEC. 20, T4S, R3W, SBM

ALBERT A.  
**WEBB**  
 ASSOCIATES

CITY OF PERRIS

H:\2019\19-0006\Drawings\Mapping\Legals & Plats\TCE\19-0006\_TCE.dwg 8/10/2022 4:04 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.  
 ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.  
 19-0006

SCALE: 1"=50'

DRWN BY ALR  
 CHKD BY JCR

DATE 8/28/20  
 DATE 8/28/20

SUBJECT: APN 320-010-005,-006,-007



**EXHIBIT "C"**

**NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY**



**ALESHIRE &  
WYNDER LLP**  
ATTORNEYS AT LAW

ORANGE COUNTY | LOS ANGELES | RIVERSIDE | CENTRAL VALLEY

Nicolas D. Papajohn  
npapajohn@awattorneys.com  
(949) 223-1170

18881 Von Karman Avenue,  
Suite 1700  
Irvine, CA 92612  
P (949) 223-1170  
F (949) 223-1180

AWATTORNEYS.COM

December 22, 2022

Balu V. Patel and Malti B. Patel  
701 South Brookhurst Street  
Anaheim, CA 92804

Balu V. Patel and Malti B. Patel  
119 Union Jack Mall  
Marina del Rey, CA 90292

Re: APN: 320-010-005, 320-010-006, and 320-010-007  
Property: South side of Orange Avenue, east of N Perris Boulevard,  
City of Perris, Riverside County  
Subject: Resolution of Necessity

Dear Property Owners:

This firm serves as the City Attorney's Office for the City of Perris. On October 31, 2022, the City of Perris (the "City") made an offer to purchase portions of the property identified as Assessor's Parcel Numbers 320-010-005, 320-010-006, and 320-010-007 in the City of Perris, California, located on the south side of Orange Avenue, east of N Perris Boulevard, City of Perris, County of Riverside, California. The City reiterates its previous offer of \$ [REDACTED], subject to the conditions stated in the offer.

You are also hereby notified that the City intends to consider the adoption of a resolution of necessity authorizing acquisition of said property by eminent domain. The City's governing body will consider that resolution at a meeting to be held at the following time and place:

**Date:** January 10, 2023  
**Time:** 6:30 p.m.  
**Location:** City of Perris, City Hall, Council Chambers, 101 North D Street,  
Perris, California

You have the right to appear at the meeting and be heard on the following issues:

1. Whether the public interest and necessity require the project;
2. Whether the project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether the interests sought to be acquired are necessary for the project;

4. Whether the offer required by Section 7267.2 of the *Government Code* has been made to the owners(s) of record; and
5. Whether the offer required by Section 7267.2 of the *Government Code* was made in the form and substance required by law.

**NOTICE:** If you fail to file a written request to be heard at the hearing within 15 days after the date of this letter, then the City may decide not to hear or consider any evidence which you may have to present. Please also be advised that, if you do not appear and present information to the City at the hearing, then you may be precluded from later challenging the City's authority to acquire the interests through its use of the power of eminent domain. Information may be presented in writing if it is received before the hearing. In addition, due to the coronavirus pandemic, City Council meetings are being held via Zoom. Instructions on how to register to participate in the meeting, or watch the meeting without participating, are provided in the agenda for the meeting and can be found at <https://www.cityofperris.org/government/city-council/council-meetings>.

Neither the pendency of the City's consideration of the resolution of necessity, nor the initiation of formal eminent domain proceedings, in any way prevents negotiations from occurring for the acquisition of said property, and the City will be most willing to engage in such negotiations.

If you have any comments or questions, please do not hesitate to contact me at (949) 223-1170 or Clara Miramontes, City Manager, at (951) 943-6100.

Thank you for your cooperation in this matter.

Very truly yours,

ALESHIRE & WYNDER, LLP



Nicolas D. Papajohn  
Associate

NDP/ndp

cc: Stuart McKibbin, City Engineer (via email)  
Robert Khuu, City Attorney (via email)  
June Ailin, Special Counsel (via email)

# ATTACHMENT 3

Resolution of Necessity for APNs 320-010-008, 320-010-009, 320-010-010, and  
320-010-011

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF INTERESTS IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NOS. 320-010-008, 320-010-009, 320-010-010, AND 320-010-011**

**WHEREAS**, for the public purposes set forth herein, the City of Perris, California is authorized to acquire property through the exercise of eminent domain pursuant to Section 19 of Article 1 of the California Constitution, Section 1240.010 through 1240.050 of the California Code of Civil Procedure, and Sections 37350, 37350.5, 37353, and 40404 of the California Government Code; and

**WHEREAS**, the “Project” for the purposes of this acquisition is the widening and improvement of Orange Avenue, which generally consists of the widening of Orange Avenue between North Perris Boulevard and Medical Center Drive (referred to herein as the “Project”); and

**WHEREAS**, in order to carry out and make effective the principal purpose of the Project, it is necessary for the City of Perris to acquire street right-of-way in fee simple and a temporary construction easement (hereinafter the “Interests”) in a portion of certain privately-owned real property located at the south side of Orange Avenue, east of North Perris Boulevard, in the City of Perris, County of Riverside, California, Assessor’s Parcel Nos. 320-010-008, 320-010-009, 320-010-010, and 320-010-011 (hereinafter the “Property”); and

**WHEREAS**, the portion of the Property in which the City seeks to acquire the fee simple interest is described in Exhibit “A-1” which is attached hereto and incorporated by this reference, and depicted on the diagram attached hereto as Exhibit “B-1” which is incorporated herein by this reference; and

**WHEREAS**, the portion of the Property in which the City seeks to acquire the temporary construction easement, which will be in effect for 12 months, commencing upon written notice to the owner of the Property from the City of Perris, is described in Exhibit “A-2” which is attached

hereto and incorporated herein by this reference, and depicted on the diagram attached hereto as Exhibit "B-2" which is incorporated herein by this reference; and

**WHEREAS**, on or about October 31, 2022 the City made a written offer to acquire the Interests to the record owner of the Property at an amount that was not less than the appraised fair market value in compliance with Government Code Section 7267.2(a), and the owner of the Property has not accepted said offer or otherwise conveyed the Interests to the City as of the date of this Resolution; and

**WHEREAS**, on December 22, 2022 a Notice of Intent to Adopt a Resolution of Necessity for Acquisition of the Interests in certain real property identified as Assessor's Parcel Nos. 320-010-008, 320-010-009, 320-010-010, and 320-010-011 (a copy of which is attached hereto as Exhibit "C" and incorporated by this reference) was mailed to all persons whose names appear on the last equalized County Assessment Roll as having an ownership interest in the Property, and to the address appearing on said Roll, which Notice of Hearing advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein; and

**WHEREAS**, the hearing that was the subject of said Notice of Hearing was held on January 10, 2023, at the time and place stated therein and all interested parties were given an opportunity to be heard on the following matters:

- (a) Whether the public interest and necessity require the Project;
- (b) Whether the Project is planned or located in a manner which is most compatible with the greatest public good and the least private injury;
- (c) Whether the Interests proposed to be acquired are necessary for the Project;
- (d) Whether an offer meeting the requirements of Government Code Section 7267.2 has been made to the owner or owners of record;
- (e) Whether all other prerequisites for the exercise of eminent domain to acquire the Interests have been met; and

**WHEREAS**, the City Council, as a result of such hearing, has determined that the public health, safety, and welfare require the City to acquire the Interests in the Property for the stated purposes; and

**WHEREAS**, environmental impacts of this Project were addressed in the Negative Declaration No. 2223 approved by the City of Perris Community Development Department on June 23, 2007.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council hereby does find, determine, and declare based upon evidence presented to it as follows:

Section 1. The staff report presented regarding this matter at the January 10, 2023 hearing is incorporated herein by this reference. The facts referenced in this Resolution and the staff report, and specifically the recitals above, are found to be true and are incorporated herein by this reference. The findings made by the City Council herein are supported by substantial evidence contained in the record of this proceeding.

Section 2. The street right-of-way to be acquired is located within the City of Perris, County of Riverside, State of California, Assessor's Parcel Nos. 320-010-008, 320-010-009, 320-010-010, and 320-010-011, comprising a total of 3,929 square feet, is described in Exhibit "A-1" and depicted in Exhibit "B-1". The temporary construction easement to be acquired, which will be in effect for 12 months, commencing upon written notice to the owner of the Property from the City of Perris, comprising a total of 2,311 square feet, is described in Exhibit "A-2" and depicted in Exhibit "B-2".

Section 3. The public interest, convenience, and necessity require the Project to accommodate growth and development as anticipated in the Land Use Element. Currently, Orange Avenue consists of four lanes for a portion of the length between North Perris Boulevard and Medical Center Drive while the remaining portion consists of only three lanes – one lane on the south side and two lanes on the north side. The Project includes rehabilitating existing pavement, installing curb, gutter, and sidewalk, and re-striping and widening the remaining portion of the south side of Orange Avenue from one to two lanes, making the width consistent with the rest of Orange Avenue between North Perris Boulevard and Medical Center Drive. The

existing traffic signal at Orange Avenue and North Perris Boulevard is being replaced to match new improvements. The Project will improve traffic safety and emergency vehicle response times.

Section 4. The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Orange Avenue is designated as a Secondary Arterial in the Circulation Element of the City's General Plan. Widening the existing roadway is the only practical means of achieving the necessary traffic capacity. Re-routing Orange Avenue would be cost prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for widening the existing roadway.

Section 5. The acquisition of the Interests in the Property is necessary for the Project because without the Interests, the Project cannot be completed. Acquisition of the Interests is expressly authorized by Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Sections 1240.010 through 1240.050 and Government Code Sections 37350, 37350.5, 37353, and 40404.

Section 6. The offer required by Government Code Section 7267.2 has been made to the owner of record of the Property, by way of letter dated October 31, 2022, and the owner of record of the Property has not accepted the City's offer or made an acceptable counter offer.

Section 7. The City hereby declares its intent to acquire the Interests in the portion of the Property described in Exhibits "A-1" and "A-2" in the City's name, in accordance with the provisions of the law of the State of California and finds that all conditions, statutory requirements and prerequisites to the exercise of eminent domain to acquire the Interests described herein and the Project have been complied with by the City.

Section 8. The law firm of Aleshire & Wynder, LLP, is hereby authorized and directed to prepare, institute, and prosecute in the name of the City such proceedings, in the Court having proper jurisdiction thereof, as may be necessary for the acquisition of the Interests in a portion of the Property in accordance with the provisions of the California Eminent Domain



Law and the Constitution of California. Said counsel are also authorized and directed to obtain any necessary order of the Court granting the City the right of immediate possession and occupancy of the Property.

**PASSED, APPROVED and ADOPTED** at a regular meeting of the City Council of the City of Perris this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

---

MICHAEL M. VARGAS  
MAYOR OF THE CITY OF PERRIS

ATTEST:

---

NANCY SALAZAR  
CITY CLERK

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

I, NANCY SALAZAR, City Clerk of the City of Perris, California, do hereby certify that Resolution No. \_\_\_\_\_ was adopted by the City Council of the City of Perris at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 202\_\_\_, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

NANCY SALAZAR  
CITY CLERK

**EXHIBIT "A-1"**

**LEGAL DESCRIPTION FOR FEE SIMPLE INTEREST**

**EXHIBIT "A"**  
**A.P.N. 320-010-008, -009, -010, -011**

THE NORTHERLY 17.00 FEET OF LOTS D, E IN BLOCK 2, THE NORTHERLY 17.00 FEET OF THE EAST HALF OF LOT C IN BLOCK 2, AND THE NORTHERLY 17.00 FEET OF LOT A IN BLOCK 3 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16 PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

CONTAINING 3929 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS **EXHIBIT "B"** AND MADE A PART HEREOF. PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
MICHAEL E. JOHNSON, L.S. 7673

3/11/20  
\_\_\_\_\_  
DATE



PREPARED BY: AL  
CHECKED BY: mf

**EXHIBIT "A-2"**

**LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT**

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**  
**A.P.N. 320-010-008, -009, -010, -011**

THE SOUTHERLY 10.00 FEET OF THE NORTHERLY 27.00 FEET OF LOTS D, E AND, THE SOUTHERLY 10.00 FEET OF THE NORTHERLY 27.00 FEET OF THE EAST HALF OF LOT C ALL IN BLOCK 2, TOGETHER WITH THE SOUTHERLY 10.00 FEET OF THE NORTHERLY 27.00 FEET OF LOT A IN BLOCK 3, ALL OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16, AT PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

CONTAINING 2311 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF. PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
MICHAEL E. JOHNSON, L.S. 7673

08/09/22  
\_\_\_\_\_  
DATE



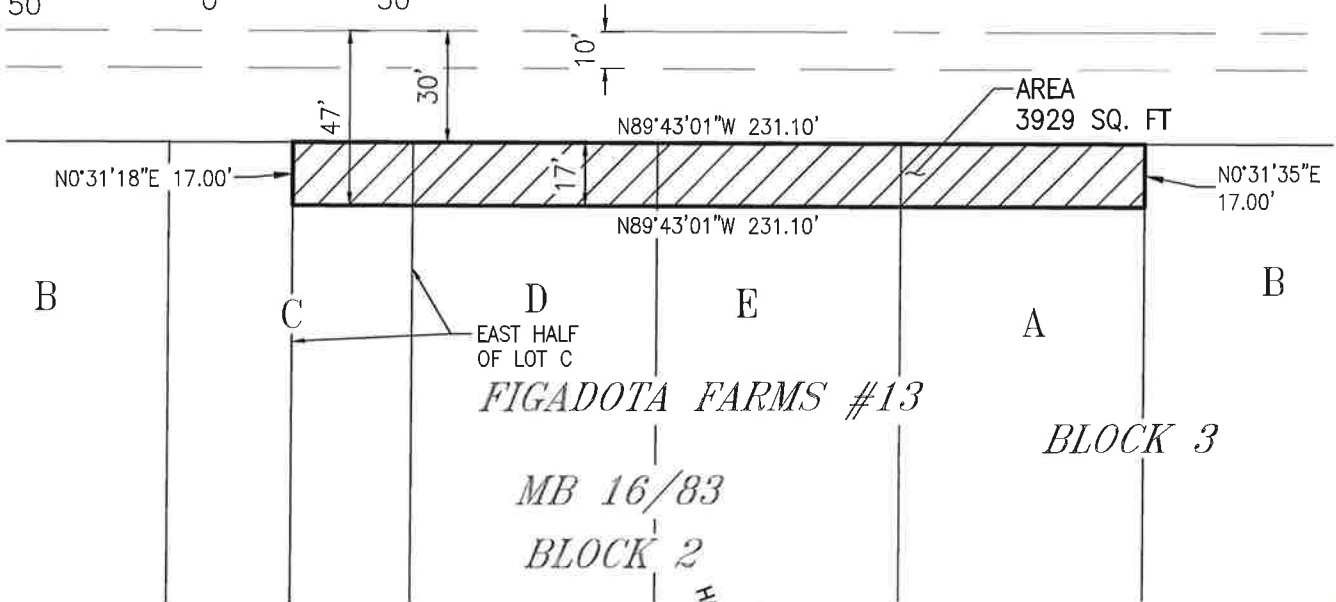
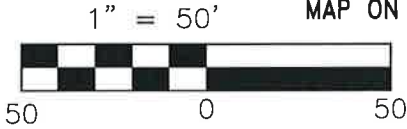
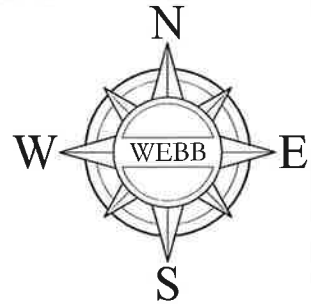
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CHECKED BY: JR

**EXHIBIT "B-1"**

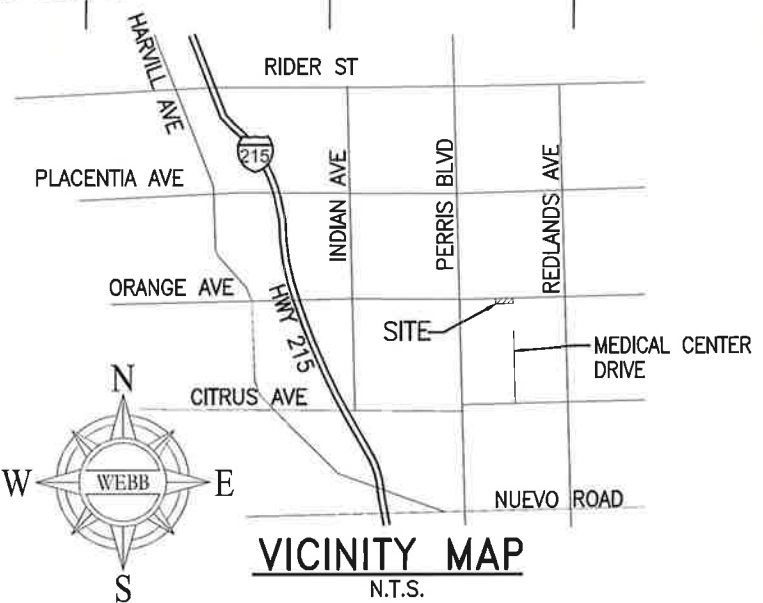
**PLAT MAP FOR FEE SIMPLE INTEREST**

# EXHIBIT "B"

SHOWING THE DEDICATION OF RIGHT-OF-WAY OF THE  
 NORTHERLY 17.00 FEET OF LOTS D, E IN BLOCK 2, THE  
 NORTHERLY 17.00 FEET OF THE EAST HALF OF LOT C IN  
 BLOCK 2, AND THE NORTHERLY 17.00 FEET OF LOT A IN  
 BLOCK 3 OF FIGADOTA FARMS NO. 13, AS SHOWN BY  
 MAP ON FILE IN BOOK 16, PAGE 83 OF MAPS, RECORDS  
 OF RIVERSIDE COUNTY, CALIFORNIA



3/11/20



SEC. 20, T4S, R3W, SBM

ALBERT A.  
**WEBB**  
 ASSOCIATES

CITY OF PERRIS

\\Elsinore\wo4\2019\19-0006\Drawings\Mapping\Legals & Plats\Right of Way\19-0006\_ROW.dwg  
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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.  
 ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.  
 19-0006

SCALE: 1"=50'

DRWN BY ALR  
 CHKD BY MJ

DATE 4/29/19  
 DATE 4/29/19

SUBJECT: APN 320-010-008,-009,-010,-011

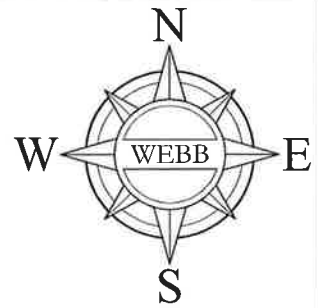


**EXHIBIT "B-2"**

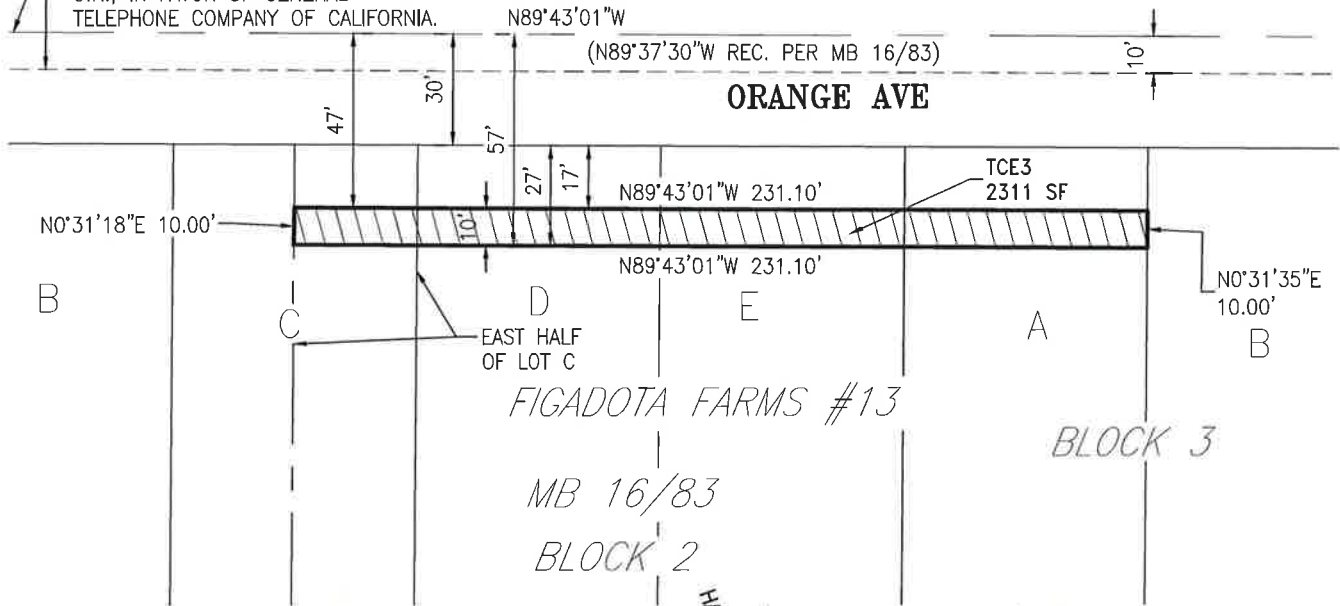
**PLAT MAP FOR TEMPORARY CONSTRUCTION EASEMENT**

# EXHIBIT "B"

SHOWING THE TEMPORARY CONSTRUCTION EASEMENT OF THE SOUTHERLY 10.00 FEET OF THE NORTHERLY 27.00 FEET OF LOTS D, E, & THE SOUTHERLY 10 FEET OF THE NORTHERLY 27.00 FEET OF THE EAST HALF OF LOT C IN BLOCK 2, TOGETHER WITH THE SOUTHERLY 10.00 FEET OF THE NORTHERLY 27.00 FEET OF LOT A IN BLOCK 3 ALL OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

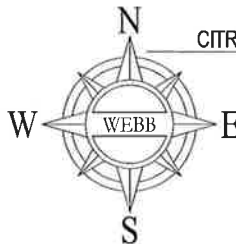
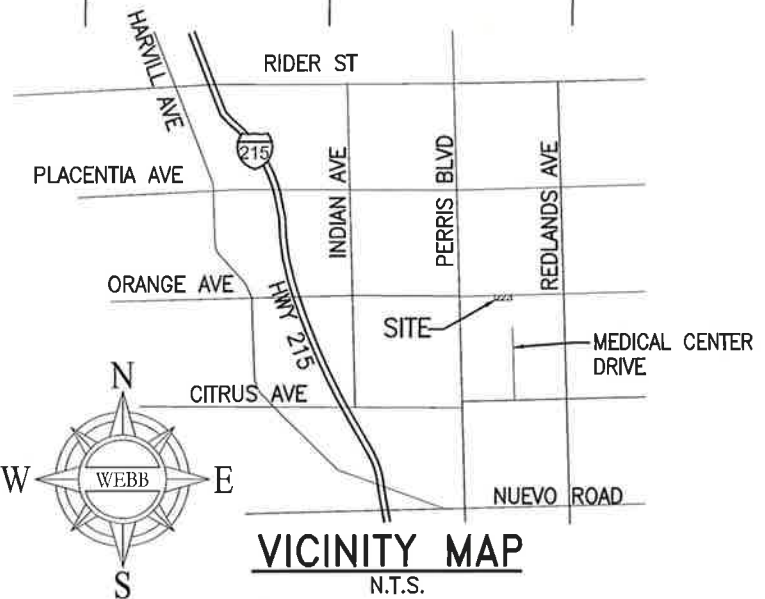
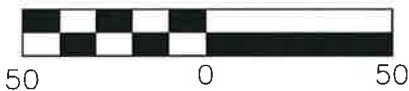


EASEMENT FOR PUBLIC UTILITIES REC  
FEB. 4, 1970 AS INST. NO. 11225 OF  
O.R., IN FAVOR OF GENERAL  
TELEPHONE COMPANY OF CALIFORNIA.



08/12/22

1" = 50'



**VICINITY MAP**  
N.T.S.

SEC. 20, T4S, R3W, SBM

ALBERT A.  
**WEBB**  
ASSOCIATES

CITY OF PERRIS

H:\2019\19-0006\Drawings\Mapping\Legals & Plats\TCE\19-0006\_TCE.dwg 8/10/2022 4:05 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.  
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.  
19-0006

SCALE: 1"=50'

DRWN BY ALR  
CHKD BY JCR

DATE 8/27/2020  
DATE 8/27/2020

SUBJECT: APN 320-010-008,-009,-010,-011

**EXHIBIT "C"**

**NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY**



December 22, 2022

Amanda N. Bui  
19510 Van Buren Blvd. #F3-484  
Riverside, CA 92508

Re: APN: 320-010-008, 320-010-009, 320-010-010, and 320-010-011  
Property: South side of Orange Avenue, east of N Perris Boulevard,  
City of Perris, Riverside County  
Subject: Resolution of Necessity

Dear Property Owner:

This firm serves as the City Attorney's Office for the City of Perris. On October 31, 2022, the City of Perris (the "City") made an offer to purchase portions of the property identified as Assessor's Parcel Numbers 320-010-008, 320-010-009, 320-010-010, and 320-010-011 in the City of Perris, California, located on the south side of Orange Avenue, east of N Perris Boulevard, City of Perris, County of Riverside, California. The City reiterates its previous offer of \$ [REDACTED], subject to the conditions stated in the offer.

You are also hereby notified that the City intends to consider the adoption of a resolution of necessity authorizing acquisition of said property by eminent domain. The City's governing body will consider that resolution at a meeting to be held at the following time and place:

**Date:** January 10, 2023  
**Time:** 6:30 p.m.  
**Location:** City of Perris, City Hall, Council Chambers, 101 North D Street,  
Perris, California

You have the right to appear at the meeting and be heard on the following issues:

1. Whether the public interest and necessity require the project;
2. Whether the project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether the interests sought to be acquired are necessary for the project;
4. Whether the offer required by Section 7267.2 of the *Government Code* has been made to the owners(s) of record; and

5. Whether the offer required by Section 7267.2 of the *Government Code* was made in the form and substance required by law.

**NOTICE:** If you fail to file a written request to be heard at the hearing within 15 days after the date of this letter, then the City may decide not to hear or consider any evidence which you may have to present. Please also be advised that, if you do not appear and present information to the City at the hearing, then you may be precluded from later challenging the City's authority to acquire the interests through its use of the power of eminent domain. Information may be presented in writing if it is received before the hearing. In addition, due to the coronavirus pandemic, City Council meetings are being held via Zoom. Instructions on how to register to participate in the meeting, or watch the meeting without participating, are provided in the agenda for the meeting and can be found at <https://www.cityofperris.org/government/city-council/council-meetings>.

Neither the pendency of the City's consideration of the resolution of necessity, nor the initiation of formal eminent domain proceedings, in any way prevents negotiations from occurring for the acquisition of said property, and the City will be most willing to engage in such negotiations.

If you have any comments or questions, please do not hesitate to contact me at (949) 223-1170 or Clara Miramontes, City Manager, at (951) 943-6100.

Thank you for your cooperation in this matter.

Very truly yours,

ALESHIRE & WYNDER, LLP



Nicolas D. Papajohn  
Associate

NDP/ndp

cc: Stuart McKibbin, City Engineer (via email)  
Robert Khuu, City Attorney (via email)  
June Ailin, Special Counsel (via email)

# ATTACHMENT 4

Resolution of Necessity for APN 320-010-012

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF INTERESTS IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 320-010-012**

**WHEREAS**, for the public purposes set forth herein, the City of Perris, California is authorized to acquire property through the exercise of eminent domain pursuant to Section 19 of Article 1 of the California Constitution, Section 1240.010 through 1240.050 of the California Code of Civil Procedure, and Sections 37350, 37350.5, 37353, and 40404 of the California Government Code; and

**WHEREAS**, the "Project" for the purposes of this acquisition is the widening and improvement of Orange Avenue, which generally consists of the widening of Orange Avenue between North Perris Boulevard and Medical Center Drive (referred to herein as the "Project"); and

**WHEREAS**, in order to carry out and make effective the principal purpose of the Project, it is necessary for the City of Perris to acquire street right-of-way in fee simple and a temporary construction easement (hereinafter the "Interests") in a portion of certain privately-owned real property located at the south side of Orange Avenue, east of North Perris Boulevard, in the City of Perris, County of Riverside, California, Assessor's Parcel No. 320-010-012 (hereinafter the "Property"); and

**WHEREAS**, the portion of the Property in which the City seeks to acquire the fee simple interest is described in Exhibit "A-1" which is attached hereto and incorporated by this reference, and depicted on the diagram attached hereto as Exhibit "B-1" which is incorporated herein by this reference; and

**WHEREAS**, the portion of the Property in which the City seeks to acquire the temporary construction easement, which will be in effect for 12 months, commencing upon written notice to the owner of the Property from the City of Perris, is described in Exhibit "A-2" which is attached

hereto and incorporated herein by this reference, and depicted on the diagram attached hereto as Exhibit "B-2" which is incorporated herein by this reference; and

**WHEREAS**, on or about October 31, 2022 the City made a written offer to acquire the Interests to the record owner of the Property at an amount that was not less than the appraised fair market value in compliance with Government Code Section 7267.2(a), and the owner of the Property has not accepted said offer or otherwise conveyed the Interests to the City as of the date of this Resolution; and

**WHEREAS**, on December 22, 2022 a Notice of Intent to Adopt a Resolution of Necessity for Acquisition of the Interests in certain real property identified as Assessor's Parcel No. 320-010-012 (a copy of which is attached hereto as Exhibit "C" and incorporated by this reference) was mailed to all persons whose names appear on the last equalized County Assessment Roll as having an ownership interest in the Property, and to the address appearing on said Roll, which Notice of Hearing advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein; and

**WHEREAS**, the hearing that was the subject of said Notice of Hearing was held on January 10, 2023, at the time and place stated therein and all interested parties were given an opportunity to be heard on the following matters:

- (a) Whether the public interest and necessity require the Project;
- (b) Whether the Project is planned or located in a manner which is most compatible with the greatest public good and the least private injury;
- (c) Whether the Interests proposed to be acquired are necessary for the Project;
- (d) Whether an offer meeting the requirements of Government Code Section 7267.2 has been made to the owner or owners of record;
- (e) Whether all other prerequisites for the exercise of eminent domain to acquire the Interests have been met; and



**WHEREAS**, the City Council, as a result of such hearing, has determined that the public health, safety, and welfare require the City to acquire the Interests in the Property for the stated purposes; and

**WHEREAS**, environmental impacts of this Project were addressed in the Negative Declaration No. 2223 approved by the City of Perris Community Development Department on June 23, 2007.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council hereby does find, determine, and declare based upon evidence presented to it as follows:

Section 1. The staff report presented regarding this matter at the January 10, 2023 hearing is incorporated herein by this reference. The facts referenced in this Resolution and the staff report, and specifically the recitals above, are found to be true and are incorporated herein by this reference. The findings made by the City Council herein are supported by substantial evidence contained in the record of this proceeding.

Section 2. The street right-of-way to be acquired is located within the City of Perris, County of Riverside, State of California, Assessor's Parcel No. 320-010-012, comprising a total of 1,123 square feet, is described in Exhibit "A-1" and depicted in Exhibit "B-1". The temporary construction easement to be acquired, which will be in effect for 12 months, commencing upon written notice to the owner of the Property from the City of Perris, comprising a total of 660 square feet, is described in Exhibit "A-2" and depicted in Exhibit "B-2".

Section 3. The public interest, convenience, and necessity require the Project to accommodate growth and development as anticipated in the Land Use Element. Currently, Orange Avenue consists of four lanes for a portion of the length between North Perris Boulevard and Medical Center Drive while the remaining portion consists of only three lanes – one lane on the south side and two lanes on the north side. The Project includes rehabilitating existing pavement, installing curb, gutter, and sidewalk, and re-striping and widening the remaining portion of the south side of Orange Avenue from one to two lanes, making the width consistent with the rest of Orange Avenue between North Perris Boulevard and Medical Center Drive. The existing traffic signal at Orange Avenue and North Perris Boulevard is being replaced to match

new improvements. The Project will improve traffic safety and emergency vehicle response times.

Section 4. The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Orange Avenue is designated as a Secondary Arterial in the Circulation Element of the City's General Plan. Widening the existing roadway is the only practical means of achieving the necessary traffic capacity. Re-routing Orange Avenue would be cost prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for widening the existing roadway.

Section 5. The acquisition of the Interests in the Property is necessary for the Project because without the Interests, the Project cannot be completed. Acquisition of the Interests is expressly authorized by Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Sections 1240.010 through 1240.050 and Government Code Sections 37350, 37350.5, 37353, and 40404.

Section 6. The offer required by Government Code Section 7267.2 has been made to the owner of record of the Property, by way of letter dated October 31, 2022, and the owner of record of the Property has not accepted the City's offer or made an acceptable counter offer.

Section 7. The City hereby declares its intent to acquire the Interests in the portion of the Property described in Exhibits "A-1" and "A-2" in the City's name, in accordance with the provisions of the law of the State of California and finds that all conditions, statutory requirements and prerequisites to the exercise of eminent domain to acquire the Interests described herein and the Project have been complied with by the City.

Section 8. The law firm of Aleshire & Wynder, LLP, is hereby authorized and directed to prepare, institute, and prosecute in the name of the City such proceedings, in the Court having proper jurisdiction thereof, as may be necessary for the acquisition of the Interests in a portion of the Property in accordance with the provisions of the California Eminent Domain Law and the Constitution of California. Said counsel are also authorized and directed to obtain

any necessary order of the Court granting the City the right of immediate possession and occupancy of the Property.

**PASSED, APPROVED and ADOPTED** at a regular meeting of the City Council of the City of Perris this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

---

MICHAEL M. VARGAS  
MAYOR OF THE CITY OF PERRIS

ATTEST:

---

NANCY SALAZAR  
CITY CLERK

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

I, NANCY SALAZAR, City Clerk of the City of Perris, California, do hereby certify that Resolution No. \_\_\_\_\_ was adopted by the City Council of the City of Perris at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 202 \_\_, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

NANCY SALAZAR  
CITY CLERK

**EXHIBIT "A-1"**

**LEGAL DESCRIPTION FOR FEE SIMPLE INTEREST**

**EXHIBIT "A"**  
**APN 320-010-012**

THE NORTHERLY 17.00 FEET OF LOT B IN BLOCK 3 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16 PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

CONTAINING 1123 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS **EXHIBIT "B"** AND MADE A PART HEREOF. PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
MICHAEL E. JOHNSON, L.S. 7673

\_\_\_\_\_  
3/11/20  
DATE



PREPARED BY: AL  
CHECKED BY: mf

**EXHIBIT "A-2"**

**LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT**

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**  
**APN 320-010-012**

THE SOUTHERLY 10.00 FEET OF NORTHERLY 27.00 FEET OF LOT B IN BLOCK 3 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16, AT PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

CONTAINING 660 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF. PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
MICHAEL E. JOHNSON, L.S. 7673

\_\_\_\_\_  
08/09/22  
DATE



PREPARED BY: AL  
CHECKED BY: JR

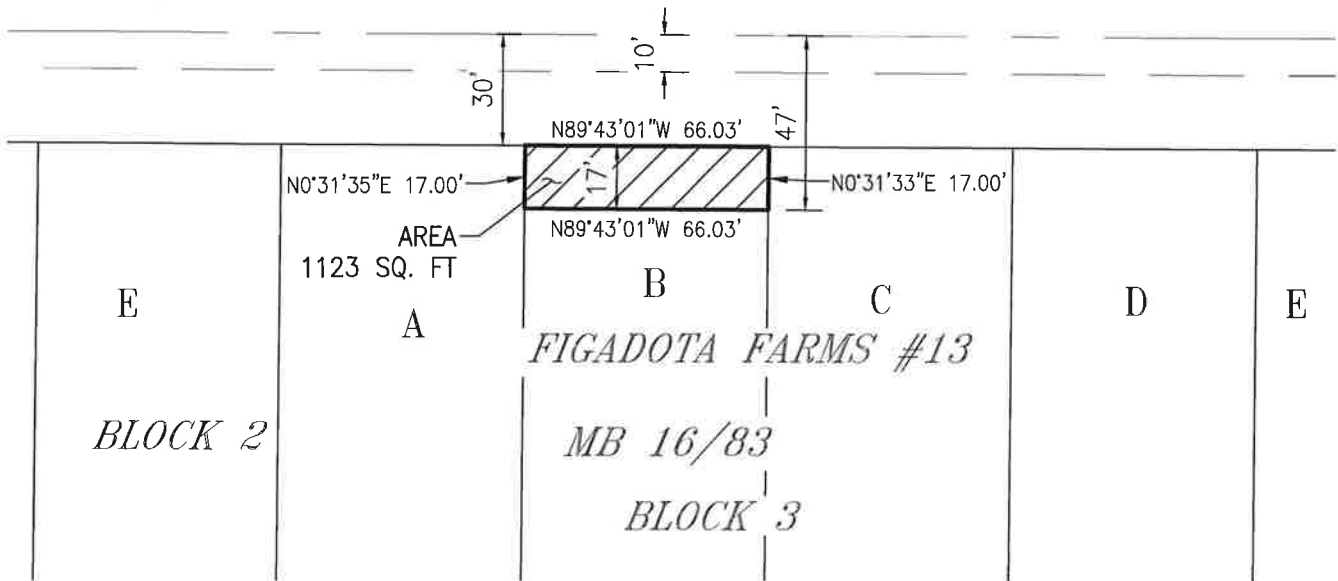
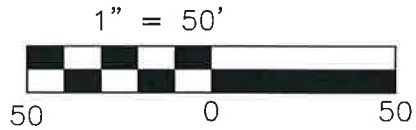
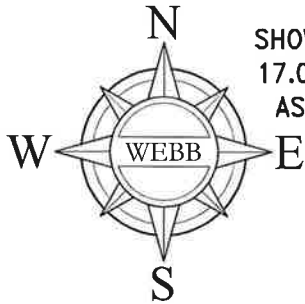


**EXHIBIT "B-1"**

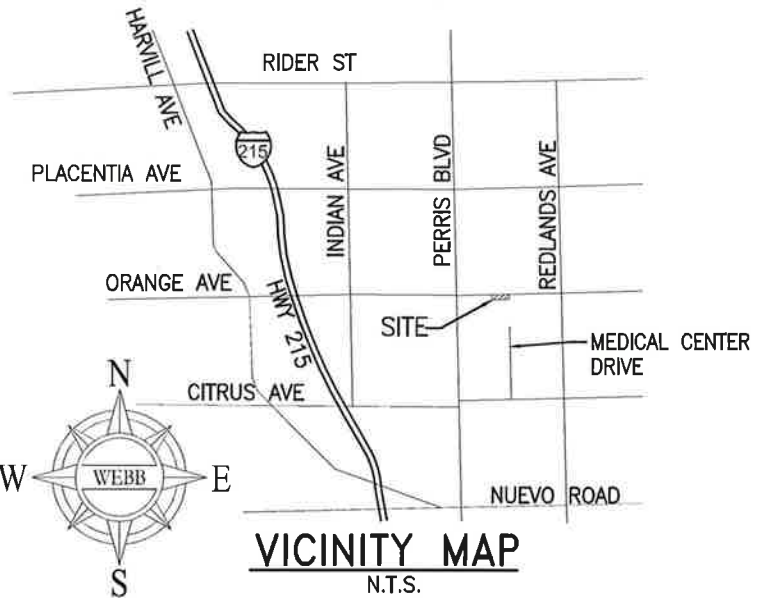
**PLAT MAP FOR FEE SIMPLE INTEREST**

# EXHIBIT "B"

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 17.00 FEET OF LOT B IN BLOCK 3 OF FIGADOTA FARMS NO. 13,  
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 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA



3/11/20



SEC. 20, T4S, R3W, SBM

ALBERT A.  
**WEBB**  
 ASSOCIATES

CITY OF PERRIS

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SHEET 1 OF 1

W.O.  
 19-0006

SCALE: 1"=50'

DRWN BY ALR  
 CHKD BY MJ

DATE 4/29/19  
 DATE 4/29/19

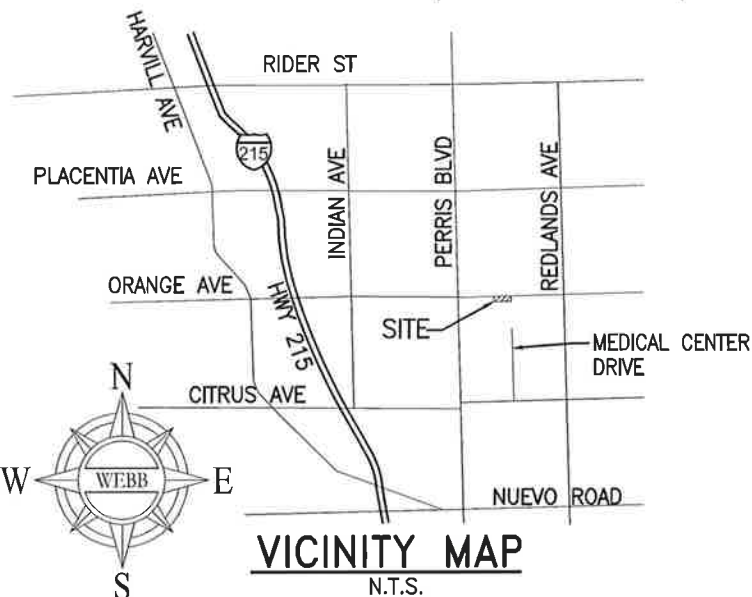
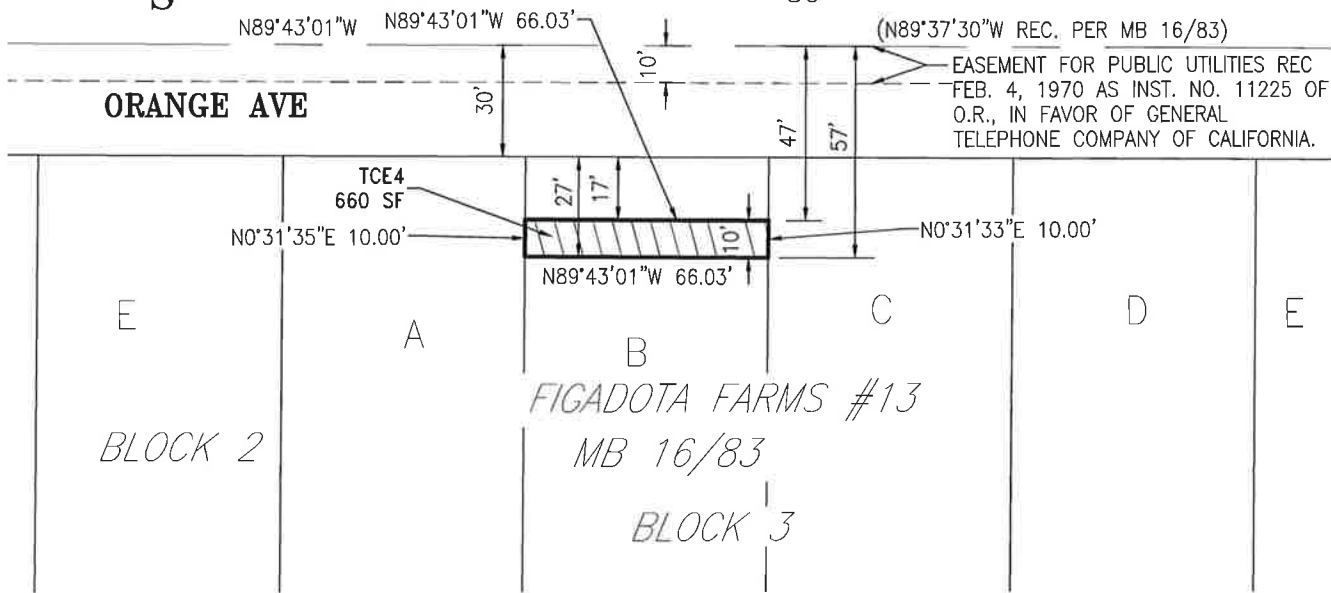
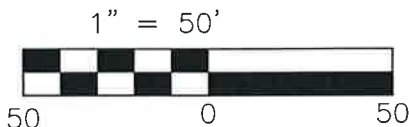
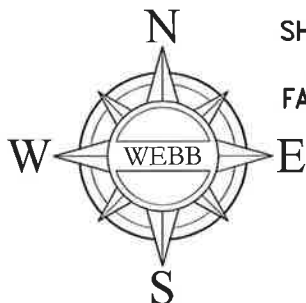
SUBJECT: APN 320-010-012

**EXHIBIT "B-2"**

**PLAT MAP FOR TEMPORARY CONSTRUCTION EASEMENT**

# EXHIBIT "B"

SHOWING THE TEMPORARY CONSTRUCTION EASEMENT OF THE SOUTHERLY 10.00 FEET OF THE NORTHERLY 27.00 FEET OF LOT B IN BLOCK 3 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA



SEC. 20, T4S, R3W, SBM



CITY OF PERRIS

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SHEET 1 OF 1

W.O.  
19-0006

SCALE: 1"=50' DRWN BY ALR DATE 8/27/2020  
CHKD BY JCR DATE 8/27/2020 SUBJECT: APN 320-010-012

**EXHIBIT "C"**

**NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY**



**ALESHIRE &  
WYNDER LLP**  
ATTORNEYS AT LAW

ORANGE COUNTY | LOS ANGELES | RIVERSIDE | CENTRAL VALLEY

**Nicolas D. Papajohn**  
npapajohn@awattorneys.com  
(949) 223-1170

18881 Von Karman Avenue,  
Suite 1700  
Irvine, CA 92612  
P (949) 223-1170  
F (949) 223-1180

AWATTORNEYS.COM

December 22, 2022

Chen-Hao Kao  
C/O Victoria Chen  
8507 Chimeras Avenue.  
Northridge, CA 91325

Re: APN: 320-010-012  
Property: South side of Orange Avenue, east of N Perris Boulevard,  
City of Perris, Riverside County  
Subject: Resolution of Necessity

Dear Property Owner:

This firm serves as the City Attorney's Office for the City of Perris. On October 31, 2022, the City of Perris (the "City") made an offer to purchase portions of the property identified as Assessor's Parcel Number 320-010-012 in the City of Perris, California, located on the south side of Orange Avenue, east of N Perris Boulevard, City of Perris, County of Riverside, California. The City reiterates its previous offer of \$[REDACTED], subject to the conditions stated in the offer.

You are also hereby notified that the City intends to consider the adoption of a resolution of necessity authorizing acquisition of said property by eminent domain. The City's governing body will consider that resolution at a meeting to be held at the following time and place:

**Date: January 10, 2023**  
**Time: 6:30 p.m.**  
**Location: City of Perris, City Hall, Council Chambers, 101 North D Street,  
Perris, California**

You have the right to appear at the meeting and be heard on the following issues:

1. Whether the public interest and necessity require the project;
2. Whether the project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether the interests sought to be acquired are necessary for the project;

4. Whether the offer required by Section 7267.2 of the *Government Code* has been made to the owners(s) of record; and
5. Whether the offer required by Section 7267.2 of the *Government Code* was made in the form and substance required by law.

**NOTICE:** If you fail to file a written request to be heard at the hearing within 15 days after the date of this letter, then the City may decide not to hear or consider any evidence which you may have to present. Please also be advised that, if you do not appear and present information to the City at the hearing, then you may be precluded from later challenging the City's authority to acquire the interests through its use of the power of eminent domain. Information may be presented in writing if it is received before the hearing. In addition, due to the coronavirus pandemic, City Council meetings are being held via Zoom. Instructions on how to register to participate in the meeting, or watch the meeting without participating, are provided in the agenda for the meeting and can be found at <https://www.cityofperris.org/government/city-council/council-meetings>.

Neither the pendency of the City's consideration of the resolution of necessity, nor the initiation of formal eminent domain proceedings, in any way prevents negotiations from occurring for the acquisition of said property, and the City will be most willing to engage in such negotiations.

If you have any comments or questions, please do not hesitate to contact me at (949) 223-1170 or Clara Miramontes, City Manager, at (951) 943-6100.

Thank you for your cooperation in this matter.

Very truly yours,

ALESHIRE & WYNDER, LLP



Nicolas D. Papajohn  
Associate

NDP/ndp

cc: Stuart McKibbin, City Engineer (via email)  
Robert Khuu, City Attorney (via email)  
June Ailin, Special Counsel (via email)



12.A.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** January 10, 2023

**SUBJECT:** Appointments to City Committees and Commissions and Agencies.

**REQUESTED ACTION:** Mayor and City Council to make appointments to the various agencies and committees to represent the City.

**CONTACT:** Mayor Michael M. Vargas

---

**BACKGROUND/DISCUSSION:**

The terms for the various committee appointments are nearing expiration and it is now time to appoint delegates for 2023. A list of the committees/agency's requiring appointment is attached for consideration.

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**BUDGET (or FISCAL) IMPACT:** There is no Budget Impact for this item.

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

**REVIEWED BY:**

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

Attachments: 1. 2022 City Council Appointment List

Consent:  
Public Hearing:  
Business Item: January 10, 2023  
Presentation:  
Other:



# ATTACHMENT 1

2022 City Council Appointment List



# CITY OF PERRIS

Office of the Mayor

Michael M. Vargas  
101 North "D" Street  
Perris, California 92570  
Tel: (951) 943-6100  
Fax: (951) 943-4246

*On January 11, 2022, the following appointments were made and will be effective until December 31, 2022 and will be updated at the time that any new appointments or changes are made.*

## **CITY COUNCIL APPOINTMENTS 2022**

### **Mayor Pro Tem Malcolm Corona**

#### **RIVERSIDE TRANSIT AGENCY**

*Mayor Pro Tem Malcolm Corona, Delegate*

*December 2022*

*Councilwoman Rita Rogers, Alternate*

*December 2022*

#### **WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

*Councilwoman Rita Rogers, Representative*

*December 2022*

*Councilwoman Marisela Nava, Alternate*

*December 2022*

#### **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY**

*Councilman David Starr Rabb, Delegate*

*December 2022*

*Mayor Pro Tem Malcolm Corona, Alternate*

*December 2022*

#### **MARCH JOINT POWERS AUTHORITY COMMISSION**

*Mayor Michael M. Vargas, Representative*

*December 2022*

*Councilwoman Rita Rogers, Representative*

*December 2022*

*Mayor Pro Tem Malcolm Corona, Alternate*

*December 2022*

#### **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS**

*Councilwoman Marisela Nava, Delegate*

*December 2022*

#### **WESTERN COMMUNITY ENERGY JOINT POWERS AUTHORITY**

*Councilwoman Rita Rogers, Delegate*

*December 2022*

*Councilwoman Marisela Nava, Alternate*

*December 2022*

#### **EAST-WEST CORRIDOR COMMITTEE**

*Councilman David Starr Rabb, Representative*

*December 2022*

*Councilwoman Rita Rogers, Alternate*

*December 2022*

CITY COUNCIL APPOINTMENTS 2022

**RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY**

Mayor Michael M. Vargas, Representative  
Councilwoman Marisela Nava, Alternate

December 2022  
December 2022

**RIVERSIDE COUNTY LIBRARY SYSTEM ZONE ADVISORY BOARD**

Councilwoman Marisela Nava

December 2022

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

Mayor Michael M. Vargas, Representative  
Councilwoman Rita Rogers, Alternate

December 2022  
December 2022

**RIVERSIDE COUNTY OFFICE ON AGING ADVISORY BOARD**

Councilman David Starr Rabb, Representative

December 2022

**TUMF ZONE COMMITTEE**

Councilwoman Rita Rogers, Representative  
Councilman David Starr Rabb, Alternate

December 2022  
December 2022

**\*\*CITY COUNCIL WORKING AD HOC'S AND COMMITTEES\*\***

**WAYS & MEANS COMMITTEE**

Councilwoman Marisela Nava  
Councilwoman Rita Rogers

December 2022  
December 2022

**PUBLIC WORKS COMMITTEE**

Councilman David Starr Rabb  
Mayor Pro Tem Malcolm Corona

December 2022  
December 2022

**PARKS & RECREATION COMMITTEE**

Councilwoman Rita Rogers  
Mayor Pro Tem Malcolm Corona

December 2022  
December 2022

**SCHOOL DISTRICT LIAISON COMMITTEE**

Councilwoman Marisela Nava  
Mayor Pro Tem Malcolm Corona

December 2022  
December 2022

CITY COUNCIL APPOINTMENTS 2022

**SENIOR CITIZEN COMMITTEE**

Mayor Michael M. Vargas  
Councilwoman Rita Rogers

December 2022  
December 2022

**PUBLIC SAFETY COMMITTEE**

Mayor Michael M. Vargas  
Councilman David Starr Rabb

December 2022  
December 2022

**ECONOMIC DEVELOPMENT COMMITTEE**

Mayor Michael M. Vargas  
Councilman David Starr Rabb

December 2022  
December 2022

**CAMPAIGN TRANSPARENCY AD HOC**

Councilman David Starr Rabb  
Mayor Pro Tem Malcolm Corona

December 2022  
December 2022

**VETERAN'S MEMORIAL AD HOC**

Mayor Michael M. Vargas  
Councilman David Starr Rabb

December 2022  
December 2022

**HOMELESS TASK FORCE COMMITTEE**

Councilwoman Marisela Nava  
Mayor Pro Tem Malcolm Corona

December 2022  
December 2022

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMITTEE**

Mayor Michael M. Vargas  
Councilwoman Rita Rogers

December 2022  
December 2022

**HUMAN RESOURCES COMMITTEE**

Mayor Michael M. Vargas  
Councilwoman Marisela Nava

December 2022  
December 2022

**WATER UTILITY AD HOC**

Mayor Michael M. Vargas  
Councilwoman Rita Rogers  
Councilman David Starr Rabb, Alternate

December 2022  
December 2022  
December 2022



**CITY OF PERRIS**  
**CITY COUNCIL**  
**AGENDA SUBMITTAL**

**MEETING DATE:** January 10, 2023  
**SUBJECT:** Appointment of the Mayor Pro Tem  
**REQUESTED ACTION:** Mayor and City Council to make appointment of the Mayor Pro Tem.  
**CONTACT:** Mayor Michael M. Vargas

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**BACKGROUND/DISCUSSION:**

The Mayor and City Council shall select one member to serve as the Mayor Pro Tem for the year 2023.

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**BUDGET (or FISCAL) IMPACT:**

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Prepared by: Judy L. Haughney, Assistant City Clerk

**REVIEWED BY:**

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

Attachments: None

Consent:  
Public Hearing:  
Business Item: January 10, 2023  
Presentation:  
Other: