



*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 6100**

**Tuesday, January 31, 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:

Nava, Corona, Rabb, Rogers, 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 – Existing Litigation – Government
Code Section 54956.9(d)(1); 3 cases:
1. City of Menifee v. City of Perris CVR12203040
2. Panattoni Development Company, Inc. v. City of Perris
CVR12203028
3. Cado Menifee, LLC v. City of Perris CVR12203602

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

2. **ROLL CALL:**

Nava, Corona, Rabb, Rogers, Vargas

3. **INVOCATION:**

Reverend Cheri Metier
First Congregational Church of Perris
100 N 'A' St. Perris, CA 92570

4. **PLEDGE OF ALLEGIANCE:**

Mayor Pro Tem Nava will lead the Pledge of Allegiance.

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

6. **PRESENTATIONS/ANNOUNCEMENTS:**

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

A. Recognition of the Orange Vista High School Coyote Marching Band.

B. Presentation to the Martinez Family as the 2022 Deck the Walls Winner.

C. City of Perris Employee of the Quarter Recognition for Fourth Quarter of 2022.

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 January 10, 2023 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

10. CONSENT CALENDAR:

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

- A. Consideration to adopt the Second Reading of Proposed Ordinance Number (next in order) Authorizing the Levy of Special Tax within Improvement Area No. 1 and Improvement Area No.2 of CFD 2022-3 (Stratford Ranch). CFD 2022-3 is located at the northeast corner of Evans Road and Ramona Expressway within Tract Map Nos. 38071 and 38071-1.

The Second 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

- B. Consideration to approve a Purchase and Sale Agreement of a Permanent Easement for the Perris Valley Storm Drain Channel Phase 2 (CIP P040) located south of Nuevo Road, and west of the Perris Valley Storm Drain Channel (APN(s): 310-180-057)
- C. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 20-00017 to Maintenance District Number 84-1. DPR 20-00017 is located at the southeast corner of Nance Street and Webster Avenue. (APN(s): 302-030-010) (Owner(s): Nance & Webster JP-KND2)

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 DPR 20-00017 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 DPR 20-00017 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 DPR 20-00017 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 MARCH 28, 2023

- D. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 20-00017 to Landscape Maintenance District Number 1. DPR 20-00017 is located at the southeast corner of Nance Street and Webster Avenue. (APN(s): 302-030-010) (Owner(s): Nance & Webster JP-KND2)

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 168 DPR 20-00017 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 DPR 20-00017 TO BENEFIT ZONE 168 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 168 LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 20-00017 TO BENEFIT ZONE 168

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 MARCH 28, 2023

- E. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of DPR 20-00017 to Flood Control Maintenance District Number 1. DPR 20-00017 is located at the southeast corner of Nance Street and Webster Avenue. (APN(s): 302-030-010) (Owner(s): Nance & Webster JP-KND2)

The Proposed Resolution Number next in order is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF DPR 20-00017 TO BENEFIT ZONE 133, 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 MARCH 28, 2023

- F. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of DPR 20-00017 to CFD 2018-02 (Public Services District)-Annexation No. 17. DPR 20-00017 is located at the southeast corner of Nance Street and Webster Avenue. (APN(s): 302-030-010) (Owner(s): Nance & Webster JP-KND2)

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. 17]

- G. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of DPR 20-00017 to CFD 2001-3 (North Perris Public Safety District)-Annexation No. 54. DPR 20-00017 is located at the southeast corner of Nance Street and Webster Avenue. (APN(s): 302-030-010) (Owner(s): Nance & Webster JP-KND2)

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. 54]

- H. Consideration to adopt Proposed Resolution Number (next in order) reaffirming the necessity of developer fees in Compliance with Developer Fee Reporting Requirements of Section 66006 (AB 1600) of the Government Code for the fiscal year ended June 30, 2022.

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, TO REAFFIRM THE NECESSITY OF DEVELOPER FEES

- I. Consideration to approve the City’s Monthly Check Register for September 2022.
- J. Consideration to approve Amendments to Contract City Engineer Services Agreement and Supplemental Agreement for Engineering Fee Bank Account with Interwest Consulting Group, Inc. to update fees, services, and designated signers (as applicable).
- K. Consideration to approve a Termination Agreement Regarding Western Community Energy (WCE).
- L. Consideration to approve a one-year Extension of Time (PLN22-05352) for Tentative Tract Maps 37262, 37223, 37817 and 37818. (Applicant: Matt Villalobos, Green Valley Recovery Acquisition, LLC).
- M. Consideration to approve the Third Amendment to the Maintenance Service Agreement with West Coast Arborist (WCA) for Citywide tree maintenance.
- N. 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 31, 2023 AND ENDING MARCH 2, 2023 PURSUANT TO BROWN ACT PROVISIONS

- O. Consideration to adopt Proposed Resolution Number (next in order) approving a Military Leave Differential Pay Program for City of Perris Employees.

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 ENACTING A MILITARY LEAVE DIFFERENTIAL PAY PROGRAM

- P. Consideration to approve the 2023 City Council Meeting Schedule.

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 Number (next in order) denying OR adopt Proposed Resolution Number (next in order) and Introduce the First Reading of Proposed Resolution Number (next in order) approving, Specific Plan Amendment 21-05193, Tentative Parcel Map 22-05078 (TPM 38393) and Development Plan Review 21-00011 a proposal to consider entitlements to facilitate the construction of a 232,575 Sq. Ft. Industrial Building located on the north side of Ramona Expressway, between Indian Avenue and Perris Boulevard. (APN(s): 302-060-041) (Applicant: Joseph McKay, JM Realty Group.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DENYING SPECIFIC PLAN AMENDMENT 21-05193, TENTATIVE PARCEL MAP 22-05078 AND DEVELOPMENT PLAN REVIEW 21-00011 TO FACILITATE THE CONSTRUCTION OF 232,575 SQUARE FOOT MULTI-TENANT, NON-REFRIGERATED WAREHOUSE DISTRIBUTION BUILDING ON 13.32 ACRES OF A LARGER 14.93-ACRE PROJECT LOCATED ON THE NORTH SIDE OF RAMONA EXPRESSWAY BETWEEN INDIAN AVENUE AND PERRIS BOULEVARD, BASED ON THE FINDINGS CONTAINED HEREIN.

OR; Alternate Resolution and Ordinance

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING THE MITIGATED NEGATIVE DECLARATION NO. 2373 AND APPROVING SPECIFIC PLAN AMENDMENT 21-05193, TENTATIVE PARCEL MAP 22-05078 (TPM-38393) AND DEVELOPMENT PLAN REVIEW 21-00011 TO ALLOW THE CONSTRUCTION OF 232,575 SQUARE FOOT MULTI-TENANT, NON-REFRIGERATED WAREHOUSE DISTRIBUTION BUILDING ON 13.32 ACRES OF A LARGER 14.93-ACRE PROJECT SITE LOCATED ON THE NORTH SIDE OF RAMONA EXPRESSWAY BETWEEN INDIAN AVENUE AND PERRIS BOULEVARD, BASED ON THE FINDINGS PROVIDED HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL AND THE MITIGATION MONITORING AND REPORTING PROGRAM.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT 21-05193 ON 13.32-ACRES OF A LARGER 14.93-ACRE PROJECT LOCATED ON THE NORTH SIDE OF RAMONA EXPRESSWAY BETWEEN INDIAN AVENUE AND PERRIS BOULEVARD, WITHIN THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN, BASED ON THE FINDINGS PROVIDED HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL.

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

- B. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of PM 37988 to the City’s Maintenance Districts. 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, LP)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37988 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022/2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37988 TO

BENEFIT ZONE 166, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 3798 TO BENEFIT ZONE 132, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023

Introduced by: City Engineer Stuart McKibbin

PUBLIC COMMENT

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 10 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 10

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 THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 10 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 10 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 15 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 15 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 15 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- E. Consideration to Introduce the First Reading of Proposed Ordinance Number (next in order) Requiring Commercial Establishments with Groceries Larger than 2,500 Square Feet to Provide Healthy Food and Beverage Items as the “Default” Option at Checkout Aisles.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 7.50 TO TITLE 7 OF THE CITY OF PERRIS MUNICIPAL CODE ESTABLISHING HEALTHY CHECKOUT OPTIONS AT COMMERCIAL ESTABLISHMENTS WITH GROCERIES LARGER THAN 2,500 SQUARE FEET

Introduced by: Director of Community Services Sabrina Chavez

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 Receive and File the Introduction of the Community Engagement Program and Art Mural Program under the City of Perris Public Art Initiative.

Introduced by: Director of Community Services Sabrina Chavez

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 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 at: <https://www.cityofperris.org/home/showpublisheddocument/15875/638102339679387909>. 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.

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 31, 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_LsvRAIHEQoGBVnv6c8ZrCg

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:

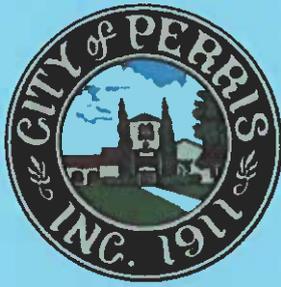
<https://www.facebook.com/PerrisToday/>

For cable subscribers only within Perris:

Spectrum: Channel 3

Frontier: Channel 16

9.A.



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: January 31, 2023
SUBJECT: Approval of Minutes
REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on January 10, 2023
CONTACT: Nancy Salazar, City Clerk

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

City Attorney _____
Assistant City Manager 
Deputy City Manager 

Attachments: 1. Minutes-January 10, 2023-Regular Joint City Council Meeting

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

ATTACHMENT 1

Minutes-January 10, 2023 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: January 10, 2023

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 6088

CLOSED SESSION

ROLL CALL

Present: Rogers, Nava, Corona, Rabb, Vargas

Staff Member's Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Khuu, Deputy City Attorney Tanner, and Economic Development and Housing Manager Ogawa.

- 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.

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

- 2. ROLL CALL:

Present: Rogers, Nava, Corona, Rabb, Vargas

Staff Members Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Khuu, City Engineer

McKibbin, Police Captain Sims, Fire Chief Barnett, 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 Joe Sabolick

New Creation Church

57 Business Park Dr. Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:

Councilmember Rogers led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

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

6. PRESENTATIONS/ANNOUNCEMENTS:

There were no Presentations.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

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

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

**The following person spoke at Public Comment:
Deborah Rabb**

9. APPROVAL OF MINUTES:

- A. Approved 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.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

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

- A. Awarded a contract to All American Asphalt and authorized 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. Awarded a contract to EBS General Engineering, Inc. and authorized additional funds in the amount of \$258,166.01 for Citywide Pedestrian Improvements 20/21 CDBG Project (CIP S129).
- C. Adopted Resolution Numbers 6089, 6090 and 6091 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)

Resolution Number 6089 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 CUP 20-05100 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6090 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 CUP 20-05100 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6091 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 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. Adopted Resolution Numbers 6092, 6093 and 6094 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)

Resolution Number 6092 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 167 CUP 20-05100 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6093 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 CUP 20-05100 TO BENEFIT ZONE 167 CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6094 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 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. Adopted Resolution Number 6095 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)

Resolution Number 6095 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. Adopted Resolution Number 6096 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)

Resolution Number 6096 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. Adopted Resolution Numbers 6097 and 6098 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.

Resolution Number 6097 is 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

Resolution Number 6098 is entitled:

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

- H. Adopted Resolution Number SA-012 of the Successor Agency to the Redevelopment Agency, adopting the FY 2023-24 Recognized Obligation Payment Schedule

Resolution Number SA-012 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. Adopted Resolution Number 6099 approving the updated Industrial Community Facilities District Debt Issuance and Management Policy.

Resolution Number 6099 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. Awarded 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. Approved 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. Approved 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. Adopted Resolution Number 6100 to continue Tele/Video-Conference Meetings during COVID-19 State of Emergency pursuant to the Provisions of AB 361.

Resolution Number 6100 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. Adopted Resolution Number 6101 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.

Resolution Number 6101 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

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 6102, 6103, 6104 and 6105 regarding Proposed Community Facilities District (CFD) No. 2022-3 (Stratford Ranch) in Improvement Area No. 1 and Improvement Area No. 2 thereof; and Introduced the First Reading of Ordinance Number 1421 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.

Resolution Number 6102 is 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

Resolution Number 6103 is entitled:

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

Resolution Number 6104 is entitled:

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

Resolution Number 6105 is entitled:

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 Ordinance Number 1421 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

This item was introduced by Director of Finance Matthew Schenk and turned over to Jim Fabian, Fieldman Rolapp & Associates who gave the presentation on this item.

The Mayor opened the Public Hearing at 6:54 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:54 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve Resolution Numbers 6102 and 6103.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the ballots.

City Clerk Salazar opened the two ballots and reported that they were both marked Yes.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Numbers 6104 and 6105 and the First Reading

of Ordinance Number 1421.

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

NOES:

ABSENT:

ABSTAIN:

- B. **This item was continued until February 14, 2023-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

This item was introduced by City Attorney Robert Khuu and turned over to Deputy City Attorney Nick Papajohn for the presentation.

The following Councilmember spoke:

Vargas

The Mayor opened the Public Hearing at 7:03 p.m. The following person spoke at Public Comment:

Elizabeth Ayala

Samir Patel was called to speak, but did not respond.

The Mayor closed the Public Hearing at 7:06 p.m.

The following Councilmember spoke:

Corona

The Mayor re-opened the Public Hearing at 7:09 p.m. The following people spoke:

Samir Patel (was unable to speak earlier due to technical difficulties)

Elizabeth Ayala

The Mayor closed the Public Hearing at 7:12 p.m.

The following Councilmember's spoke:

Corona

Rabb

Rogers

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Nava to Approve Continuance of this item until February 14, 2023.

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

NOES:

ABSENT:

ABSTAIN:

12. BUSINESS ITEMS:

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

The Mayor introduced the item and announced his appointments for 2023.

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

The Mayor called for a motion.

M/S/C: Moved by Michael Vargas, seconded by Marisela Nava to Approve and Ratify the appointments made by Mayor Vargas.

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

NOES:

ABSENT:

ABSTAIN:

- B. Appointed the Mayor Pro Tem for 2023.

The Mayor introduced the item and noted that Councilmember Nava was next in line for the appointment.

The following Councilmember's spoke:

**Corona
Vargas**

Rogers

Rabb

Nava

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

The Mayor called for a motion.

M/S/C: Moved by Michael Vargas, seconded by Rita Rogers to Approve and Ratify the nomination of Councilmember Marisela Nava as Mayor Pro Tem for 2023.

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

NOES:

ABSENT:

ABSTAIN:

13. **COUNCIL COMMUNICATIONS:**

The following Councilmember's spoke:

Nava

Rogers

Rabb

Corona

Vargas

14. **CITY MANAGER'S REPORT:**

15. **ADJOURNMENT:**

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:45 p.m. in memory of Riverside County Deputy Sheriff Isaiah Cordero who lost his life, in the line of duty, on December 29, 2022.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 31, 2023

SUBJECT: Second reading and adoption of Ordinance Authorizing the Levy of Special Tax within Improvement Area No. 1 and Improvement No. 2 of CFD 2022-3. CFD 2022-3 is located at the northeast corner of Evans Road and the Ramona Expressway.

REQUESTED ACTION: That the City of Perris (the "City") adopt the following ordinance:

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

BACKGROUND/DISCUSSION:

The City has received a Petition 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 also waived any notices and requirements as to the form of the ballot. As such, the election was conducted immediately after the close of

the public hearing held at the January 10, 2023 Council meeting. Moreover, the City Clerk immediately certified the affirmative results of the election to the Council.

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, 2022, 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 the public hearing.
3. On January 10, 2023, a public hearing was held to provide the public an opportunity to provide testimony related to the formation of CFD 2022-3 and the CFD Report 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.
4. After the close of the public hearing, the Council approved a Resolution determining the validity of prior proceedings, establishing CFD 2022-3, authorizing the levy of a special tax within such CFD 2022-3, establishing an appropriations limit, and taking certain other actions relating thereto. The Council also approved a Resolution 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 and calling a special election within CFD 2022-3.
5. After the City Clerk stated that the results of the special election revealed that the propositions received the affirmative vote of two-thirds of the votes cast, the Council adopted a Resolution declaring the results of the consolidated special election. Additionally, the Council adopted a Resolution approving execution of the Joint Community Facilities Agreement and Acquisition and Funding Agreements for each Improvement Area.
6. Lastly, on January 10, 2023, the Council adopted a motion to introduce and waive the first reading of the Ordinance authorizing the levy of special taxes within CFD 2022-3. (Attachment 3).

Now to complete the formation of CFD 2022-3, the Council will conduct the second reading and adopt the Ordinance authorizing special tax levy. The Ordinance will become effective on March 2, 2023.

FISCAL IMPACT

The recommended action carries no immediate fiscal impact on the City. Any further obligation of the City to pay costs for CFD formation will be reimbursed out of the Developer's Deposit.

BUDGET (or FISCAL) IMPACT: None. Costs will be paid out of the Pulte Home Company's Deposit.

Prepared by:

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

Deputy City Manager SR

Attachments:

Binder containing all documents is on file with the City Clerk and made a part of the record, including:

1. Vicinity Map
2. January 10, 2023 Agenda Report
3. Ordinance Authorizing Levy of Special Tax

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

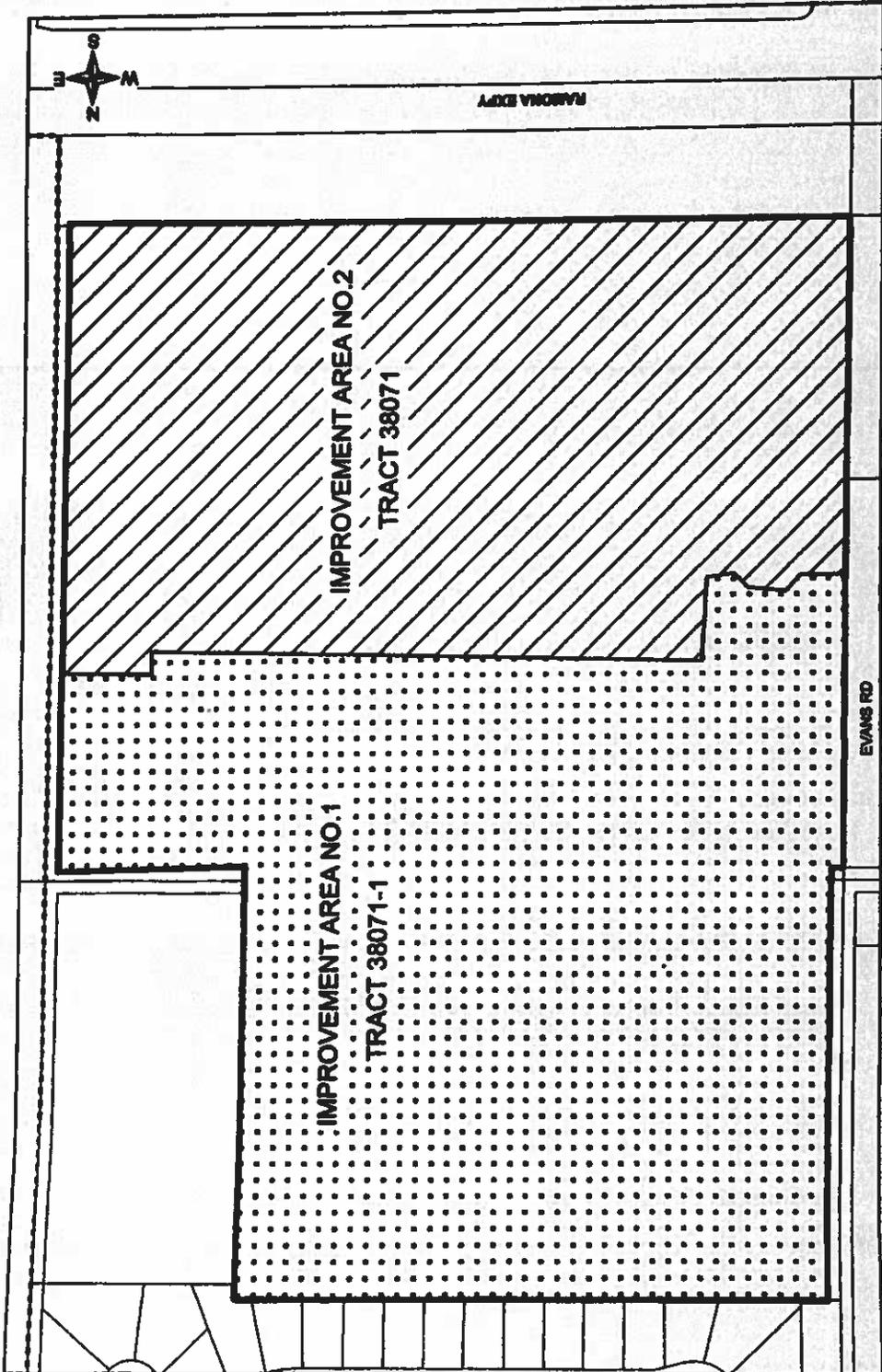
VICINITY MAP

02/1

SHEET 2 OF 2

**MAP OF PROPOSED BOUNDARIES OF
COMMUNITY FACILITIES DISTRICT NO. 2022-3
(STRATFORD RANCH)**

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



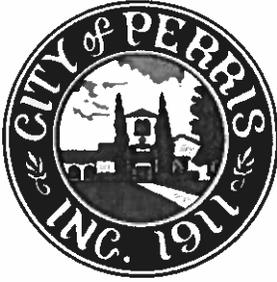
Legend

- CFD NO. 2022-3 DISTRICT BOUNDARY
- Improvement Area No. 1
- Improvement Area No. 2
- CITY OF PERRIS BOUNDARY

WILLDAN
 27265 VIA INDUSTRIAL SUITE 6000
 TEMECULA, CA 92590
 (951) 697-3200

ATTACHMENT 2

JANUARY 10, 2023, AGENDA REPORT



CITY OF PERRIS

11.A.

CITY COUNCIL AGENDA SUBMITTAL

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

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:

Improvement Area No.1	Land Use Class	Land Use Type	Building Square Footage	Assigned Special Tax
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

Improvement Area No. 2	Land Use Class	Land Use Type	Building Square Footage	Assigned Special Tax
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.

BUDGET (or FISCAL) IMPACT: None. Costs will be paid out of the Pulte Home Company’s Deposit.

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:

ATTACHMENT 3

**ORDINANCE AUTHORIZING LEVY OF
SPECIAL TAX**

ORDINANCE NO. _____

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

WHEREAS, on November 29, 2022, the City Council (the “Council”) of the City of Perris, California (the “City”) adopted Resolution No. 6065 (the “Resolution of Intention”) declaring its intention to form Community Facilities District No. 2022-3 (Stratford Ranch) of the City of Perris (the “District”) and Improvement Area No. 1 and Improvement Area No. 2 thereof (each an “Improvement Area” and, collectively, the “Improvement Areas”) 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, on January 10, 2023, and in accordance with the Act, the Council opened a public hearing after providing all notice required relating to the formation of the District and Improvement Areas therein, and setting forth the rate and method of apportionment and manner of collection of the special tax to be levied within each Improvement Area, which will be used to pay principal and interest on bonds proposed to be authorized within each Improvement Area, the proceeds of which will be applied to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property, including all furnishings, equipment and supplies related thereto; (2) the payment of development and other fees for 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, as further described in the Resolution of Intention; and

WHEREAS, at the public hearing, all persons not exempt from the special tax desiring to be heard on all matters pertaining to the formation of the District, including the boundaries of the District and Improvement Areas, the special tax, and the Facilities, were heard and a full and fair hearing was held, and such matters were not precluded by a majority protest; and

WHEREAS, on January 10, 2023, following the close of the public hearing, the Council adopted a resolution establishing the District (the “Resolution of Formation”) and a resolution determining the necessity to incur bonded indebtedness of the District (the “Resolution to Incur Bonded Indebtedness”) each of which called a consolidated special election on January 10, 2023, within the Improvement Areas of the District on a proposition relating to the levying of special taxes, the incurring of bonded indebtedness and the establishment of an appropriations limit for each Improvement Area (the “Special Election”); and

WHEREAS, on January 10, 2023, the Special Election was held within each Improvement Area of the District at which the qualified electors of each Improvement Area, respectively, approved by more than a two-thirds vote the propositions labeled on the official ballot as “Proposition A-1” and “Proposition A-2” which generally authorized the levy of special taxes within Improvement Area No.1 and Improvement Area No. 2, respectively, for the purposes described in the Resolution of Intention and the issuance of bonded indebtedness for the District as described in the Resolution to Incur Bonded Indebtedness; and

WHEREAS, on January 10, 2023, following its determination that the requisite two-thirds of votes cast at the Special Election were in favor of levying the special taxes, the City Council directed the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien for each Improvement Area in the form required by the Act and Division 4.5 of the California Streets and Highways Code pursuant to Section 53328.3 of the Act.

THE CITY COUNCIL OF THE CITY OF PERRIS, IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS, DOES HEREBY ORDAIN AS FOLLOWS:

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

Section 2. By the passage of this Ordinance, the Council authorizes the levy of a special tax within each Improvement Area of the District at the maximum rate in accordance with the rate and method of apportionment for each Improvement Area set forth as Exhibit “A” and Exhibit “B” to the Resolution of Formation, and for reference purposes are attached hereto as Exhibit “A” and Exhibit “B” and incorporated herein by this reference (the “Rates and Methods”).

Section 3. The Council or its designee is hereby further authorized to determine, by ordinance, resolution, or by other action if permitted by then applicable law, on or before August 1 of each year, the specific special tax to be levied for the next ensuing fiscal year on each parcel of land in the applicable Improvement Area No. 1 and Improvement Area No. 2 of the District. The special tax to be levied shall not exceed the maximum rates set forth in the Rates and Methods, respectively, but the special tax may be levied at a lower rate. The City Clerk is authorized and directed to file with the county auditor on or before the 10th day of August of each tax year a certified copy of such ordinance or resolution accompanied by a list of all parcels subject to the special tax levy with the tax to be levied on each parcel.

Section 3. Properties or entities of the state, federal or other local governments shall be exempt from the above-referenced and approved special taxes only to the extent set forth in Section 8 of the Rates and Methods, and otherwise shall be subject to the tax consistent with the provisions of Section 53317.3 and 53317.5 of the Act in effect as of the date of adoption of this Ordinance.

Section 4. All of the collections of the special taxes pursuant to the Rates and Methods shall be used only as provided for in the Act and Resolution of Formation. The special taxes shall be levied within the Improvement Areas only so long as needed to accomplish the purposes described in Resolution of Formation.

Section 5. The special taxes shall be collected pursuant to the Rates and Methods from time to time as necessary to meet the financial obligations of the District on the secured real property tax roll in the same manner as ordinary ad valorem taxes are collected, or other procedures as may be adopted by the Council. The City Manager, or his or her designee, is hereby authorized and directed to provide or to cause to be provided all necessary information to the auditor/tax collector of the County of Riverside and to otherwise take all actions necessary in order to effect proper billing and collection of the special taxes, so that the special taxes shall be levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of the District in each fiscal year until the bonds issued on the security of such special taxes (the "Bonds") are paid in full, the Facilities have been paid for, and provision has been made for payment of all of the administrative costs of District. The special taxes may be subject to the same penalties and the same procedure, sale and lien priority in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

Notwithstanding the foregoing, the City Manager or the Finance Director may collect, or cause to be collected, one or more installments of the special taxes by means of direct billing by the District of the property owners within the applicable Improvement Area of the District, if, in the judgment of the City Manager or the Finance Director, such means of collection will reduce the administrative burden of the District in administering the District where it is otherwise appropriate in the circumstances. In such event, the special taxes shall become delinquent if not paid when due as set forth in any such respective billing to the property owners.

Whether the special taxes are levied in the manner provided in the first or the second preceding paragraph, the special taxes shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments.

Section 6. As a cumulative remedy, if any amount levied as a special tax for payment of bond interest or principal of any Bonds of the District, together with any penalties and other charges accruing under this ordinance, are not paid when due, the Council may, not later than four (4) years after the due date of the last installment of principal of the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax.

Section 7. This Ordinance relating to the levy of the special taxes within the District shall take effect immediately upon its final passage in accordance with the provisions of Section 36937(a) of the Government Code, and the specific authorization for adoption is pursuant to the provisions of Section 53340 of the Government Code.

Section 8. The Mayor shall sign this Ordinance and the City Clerk shall attest to the Mayor's signature and then cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

Section 9. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City as required by law, and is hereby directed to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

ADOPTED, SIGNED and APPROVED this 31st 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 Ordinance Number _____ was duly introduced for first reading by the City Council of the City of Perris at a regular meeting of said Council on the 10th day of January, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

and that it was adopted at a regular meeting of said Council on the 31st day of January, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
City Clerk

EXHIBIT "A"

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
FOR IMPROVEMENT AREA NO. 1
OF COMMUNITY FACILITIES DISTRICT NO. 2022-3
(STRATFORD RANCH) OF THE CITY OF PERRIS**

[SEE ATTACHED]

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

COMMUNITY FACILITIES DISTRICT NO. 2022-3 IA1 (STRATFORD RANCH) IMPROVEMENT AREA NO. 1

A Special Tax shall be levied on all Taxable Property within the boundaries of Improvement Area No. 1 Community Facilities District No. 2022-3 (Stratford Ranch) of the City of Perris ("CFD No. 2022-3 IA1") 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. 2022-3 IA1, 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. 2022-3 IA1 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. 2022-3 IA1, 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. 2022-3 IA1, or any designee thereof complying with disclosure or reporting requirements of the City or CFD No. 2022-3 IA1, 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. 2022-3 IA1, 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. 2022-3 IA1 for any other administrative purposes of CFD No. 2022-3 IA1, 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. 2022-3 IA1, whether in one or more series, secured by the levy of Special Taxes.

“Boundary Map” means the map of the boundaries of CFD No. 2022-3 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. 2022-3 IA1 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. 2022-3 IA1” means the Community Facilities District No. 2022-3 (Stratford Ranch) Improvement Area No. 1 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. 2022-3 IA1 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. 2022-3 IA1 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. 2022-3 IA1, 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. 2022-3 IA1 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. 2022-3 IA1.

“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. 2022-3 IA1, 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. 2022-3 IA1 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	> 3,300	\$3,770 per Residential Unit
2	Residential Property	3,101 – 3,300	\$3,650 per Residential Unit
3	Residential Property	2,901 – 3,100	\$3,530 per Residential Unit
4	Residential Property	2,701 – 2,900	\$3,409 per Residential Unit
5	Residential Property	2,501 – 2,700	\$3,290 per Residential Unit
6	Residential Property	2,301 – 2,500	\$3,170 per Residential Unit
7	Residential Property	2,101 – 2,300	\$3,050 per Residential Unit
8	Residential Property	≤ 2,100	\$2,930 per Residential Unit
9	Non-Residential Property	N/A	\$22,227 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 \$22,227 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 \$22,227 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. 2022-3 IA1 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 \$5,000,000 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. 2022-3 IA1, 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. 2022-3 IA1.

"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. 2022-3 IA1 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. 2022-3 IA1 assuming all Building Permits have been issued (build-out) within CFD No. 2022-3 IA1, 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. 2022-3 IA1, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2022-3 IA1, 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. 2022-3 IA1.

The Prepayment Amount may be sufficient to redeem an amount other than a \$5,000 increment of CFD No. 2022-3 IA1 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. 2022-3 IA1 Bonds to be used with the next prepayment of CFD No. 2022-3 IA1 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. 2022-3 IA1 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. 2022-3 IA1 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. 2022-3 IA1 to less than 16.23 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. 2022-3 IA1 to less than 16.23 Acres shall be classified as Provisional Property and will continue to be subject to the CFD No. 2022-3 IA1 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.

EXHIBIT "B"

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
FOR IMPROVEMENT AREA NO. 2
OF COMMUNITY FACILITIES DISTRICT NO. 2022-3
(STRATFORD RANCH) OF THE CITY OF PERRIS**

[SEE ATTACHED]

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

COMMUNITY FACILITIES DISTRICT NO. 2022-3 IA 2 (STRATFORD RANCH) IMPROVEMENT AREA NO. 2

A Special Tax shall be levied on all Taxable Property within the boundaries of Improvement Area No. 2 Community Facilities District No. 2022-3 (Stratford Ranch) of the City of Perris (“CFD No. 2022-3 IA 2”) 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. 2022-3 IA 2, 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. 2022-3 IA 2 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. 2022-3 IA 2, 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. 2022-3 IA 2, or any designee thereof complying with disclosure or reporting requirements of the City or CFD No. 2022-3 IA 2, 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. 2022-3 IA 2, 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. 2022-3 IA 2 for any other administrative purposes of CFD No. 2022-3 IA 2, 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. 2022-3 IA 2, whether in one or more series, secured by the levy of Special Taxes.

“Boundary Map” means the map of the boundaries of CFD No. 2022-3 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. 2022-3 IA 2 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. 2022-3 IA 2” means the Community Facilities District No. 2022-3 (Stratford Ranch) Improvement Area No. 2 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. 2022-3 IA 2 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. 2022-3 IA 2 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 reduce the Acreage of all Taxable Property below the required minimum Acreage as set forth in Section 8.

“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 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.

“Public Property” means any property within the boundaries of CFD No. 2022-3 IA 2, 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. 2022-3 IA 2 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. 2022-3 IA 2.

“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. 2022-3 IA 2, 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. 2022-3 IA 2 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	> 3,300	\$4,089 per Residential Unit
2	Residential Property	3,101 – 3,300	\$3,961 per Residential Unit
3	Residential Property	2,901 – 3,100	\$3,834 per Residential Unit
4	Residential Property	2,701 – 2,900	\$3,706 per Residential Unit
5	Residential Property	2,501 – 2,700	\$3,579 per Residential Unit
6	Residential Property	2,301 – 2,500	\$3,452 per Residential Unit
7	Residential Property	2,101 – 2,300	\$3,324 per Residential Unit
8	Residential Property	≤ 2,100	\$3,197 per Residential Unit
9	Non-Residential Property	N/A	\$23,054 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 \$23,054 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 \$23,054 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. 2022-3 IA 2 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 \$4,300,000 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. 2022-3 IA 2, 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. 2022-3 IA 2.

"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. 2022-3 IA 2 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. 2022-3 IA 2 assuming all Building Permits have been issued (build-out) within CFD No. 2022-3 IA 2, 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. 2022-3 IA 2, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2022-3 IA 2, 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. 2022-3 IA 2.

The Prepayment Amount may be sufficient to redeem an amount other than a \$5,000 increment of CFD No. 2022-3 IA 2 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. 2022-3 IA 2 Bonds to be used with the next prepayment of CFD No. 2022-3 IA 2 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. 2022-3 IA 2 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. 2022-3 IA 2 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. 2022-3 IA 2 to less than 12.80 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. 2022-3 IA 2 to less than 12.80 Acres shall be classified as Provisional Property and will continue to be subject to the CFD No. 2022-3 IA 2 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.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** January 31, 2023
- SUBJECT:** Consider Approval of Purchase and Sale Agreement for Property in fee for the Perris Valley Storm Drain Channel Phase 2 (CIP P040).
- REQUESTED ACTION:** That the City Council approve the terms and conditions of the Purchase and Sale Agreement by and between: (1) City of Perris and the Akram Tabel Trust, authorizing the City to buy Property in fee, located south of Nuevo Road., west of the Perris Valley Storm Drain Chanel (APN: 310-180-057); and
- That the City Council authorize the City Manager, or her designee, to execute the same and all other reasonably necessary documents that do not require the Mayor's signature, subject to the City Attorney's approval as to form.
- CONTACT:** Stuart E. McKibbin, Contract City Engineer
-

BACKGROUND/DISCUSSION:

The City of Perris is constructing the Perris Valley Storm Drain Channel Tr. Phase 2, Segment 1 from Nuevo Rd. to north of the I-215 (the "Project"). The Project requires modifications to the existing access road to the Perris Valley Storm Drain Channel Tr. Phase 1, and continuation of Phase 2. The new acquired in fee Property will facilitate the reconstruction of the access road for a flatter slope, complying with Caltrans design standards, and Riverside County Flood Control and Water Conservation District requirements.

Proposed Acquisition and Agreement

EPIC Land Solutions, Inc. (City's Consultant), under contract with the City for the right of way services has followed Caltrans requirements for right of way acquisitions, including, Notice to Owner, Appraisal, Just Compensation, Offer Letter, and Purchase and Sale Agreement. Earlier this month, the City's Consultant made the offer to Purchase to the Akram Tabel Trust (Owner), 2,658 sq. ft. or 0.061 acres of property, a portion of APN: 310-180-057. Owner responded with a countered offer that the City previously approved. The purchase price is \$30,000.00. Securing the right of way for the Project will allow the City to request the construction funding from Caltrans and the California Transportation Commission for the construction of the Project.

Staff recommends that the City Council approve the Agreement with the Akram Tabel Trust, and authorize the City Manager or her designee to finalize and execute the Purchase and Sale

Agreement, subject to the City Attorney's approval as to form, and all other reasonably necessary documents that do not require the Mayor's signature.

BUDGET (or FISCAL) IMPACT: The Right of Way cost is funded by the State Active Transportation Program (ATP), Cycle 3 Augmentation, per funding agreement between the City and California Department of Transportation (Caltrans), for the Perris Valley Storm Drain Channel Tr. Phase 2.

Prepared by:

REVIEWED BY:

City Attorney X
Assistant City Manager _____
Finance Director _____

Attachments: Purchase and Sale Agreement

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

ATTACHMENT 1

Purchase and Sale Agreement

**AGREEMENT FOR PURCHASE AND SALE AND
JOINT ESCROW INSTRUCTIONS**

**Akram Tabel,
Vacant Land
APN 310-180-057**

This AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is made and entered into by and between City of Perris (“Buyer”), and Akram Tabel, as Trustee of the Akram Tabel Trust, dated October 15, 2002 (“Seller”), with reference and respect to the “Recitals” set forth in paragraphs A through E below. Buyer and Seller are sometimes individually referred to herein as “Party” and collectively as “Parties”. The Parties hereto have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement is effective when it is fully executed by the Parties (“Effective Date”). Buyer may, but need not, confirm the Effective Date to Seller as the later of the date indicated on the signature page below that (i) this Agreement has been approved as to form, executed and dated by Buyer and (ii) Seller has executed and dated this Agreement. Seller hereby agrees that if Seller has not dated this Agreement at the time Seller delivers the same to Buyer or Escrow Agent, then Buyer or Escrow Agent may date the same as of the date of delivery, and/or receipt.

RECITALS

A. Seller is the owner in fee simple of certain real property located at VACANT LAND within the City of Perris, Riverside County, California, designated as Assessor Parcel Number(s) APN 310-180-057 and more particularly described in EXHIBIT 1 attached hereto and incorporated herein by this reference (“Property”).

B. Buyer desires to acquire certain property interests from the Property for the construction of the Perris Valley Storm Drain Trail Project in the City of Perris (“Project”). This Agreement is executed with the understanding that Buyer possesses the power of eminent domain. The real property interests Buyer seeks to acquire from the Property are described below:

(i) *Permanent Easement.* A permanent easement interest on the Property for public use in connection with the Project, including right of way, pedestrian trail, related appurtenances and uses described more particularly in the Grant of Easement attached as EXHIBIT 2 hereto (“Grant of Easement”). The Grant of Easement is on that certain portion of the Property consisting of approximately 2,658 square feet (hereinafter referred to as the “Easement Area”) and more fully described and depicted in EXHIBIT A and EXHIBIT B to the Grant of Easement, including, without limitation, any and all improvements located thereon, for the purpose of developing, constructing, operating and maintaining the Project.

C. Buyer extended to Seller a written offer dated January 25, 2023, pursuant to Government Code Section 7267.2 to purchase the Permanent Easement for the Project.

D. The Parties negotiated Buyer’s purchase of the Permanent Easement and have reached an agreement regarding the terms of Buyer’s purchase of the Permanent Easement.

E. Seller is willing to grant to Buyer the Permanent Easement, subject to the terms set forth

in this Agreement. Seller and Buyer hereby acknowledge and agree that Buyer is acquiring the Permanent Easement for public use in connection with the Project, and that the Permanent Easement is necessary for the construction, operation, and/or maintenance of the Project. The Parties further agree and acknowledge that if the Parties had not reached an agreement for Buyer's purchase of the Permanent Easement, Buyer's staff would have recommended that Buyer's governing body consider the adoption of a resolution of necessity authorizing the initiation of an eminent domain proceeding to acquire the Permanent Easement in accordance with the Eminent Domain Law. Buyer's governing body has the sole and exclusive discretion to make the findings required by Code of Civil Procedure section 1240.030 for the adoption of a resolution of necessity pursuant to the Eminent Domain Law. (Code of Civil Procedure section 1245.220). This Agreement is not a commitment or an announcement of intent to acquire any other real property interests that Buyer may seek to acquire for the Project. Seller is solely responsible for consulting its tax advisors or seeking a letter ruling from the Internal Revenue Service regarding the applicability of 26 U.S.C. Section 1033 to Seller's sale of the Permanent Easement to Buyer in connection with the Project. Buyer makes no express or implied representation regarding the applicability of 26 U.S.C. Section 1033 to this transaction.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the covenants, agreements, representations and/or warranties contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties hereby agree as follows:

TERMS/AGREEMENT

1. PURCHASE AND SALE.

1.1 Permanent Easement. Seller agrees to sell to Buyer the Permanent Easement, subject to the terms and conditions set forth herein.

1.2 Purchase Price. The total purchase price for the Permanent Easement is THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00.) ("**Purchase Price**"). It is understood and agreed between the Parties that payment of the Purchase Price includes, without limitation, payment for all improvements, if any, in or on the Permanent Easement and any improvements demolished as expressly permitted by this Agreement, which improvements the Parties acknowledge and agree are considered to be part of the realty or real property and are being acquired by Buyer in this transaction and, therefore, may be removed and disposed of, without the obligation to replace or pay any consideration in addition to that set forth in this Section 1.2. Said improvements include none.

1.3 Payment of Purchase Price. At the Closing (defined in Section 2.3 below), Buyer shall pay to Seller through Escrow (defined in Section 2 below) the Purchase Price, payable in cash, by cashier's or certified check, or by wire transfer.

2. ESCROW.

2.1 Opening of Escrow. Within ten (10) business days following the Effective Date, Seller and Buyer shall open an escrow ("**Escrow**") for the grant of the Permanent Easement with Commonwealth ("**Escrow Holder**"). For purposes of this Agreement, the Escrow shall be deemed open on the first date after the Effective Date that Escrow Holder shall have received a fully executed copy of this Agreement from Buyer ("**Opening of Escrow**"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened ("**Opening Date**").

2.2 Escrow Instructions. This Agreement constitutes the joint basic escrow instructions of Buyer and Seller for grant of the Permanent Easement. Buyer and Seller shall execute, deliver and be bound by any reasonable and customary supplemental or additional escrow instructions (“**Additional Instructions**”) of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. However, any such Additional Instructions shall not conflict with, amend or supersede any portions of this Agreement unless expressly consented or agreed to in writing by both Seller and Buyer. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. For purposes of this Agreement, “**Closing**” means the closing or close of Escrow by the recordation in the Official Records of Riverside County, California, of (i) a Grant of Easement in the form attached as EXHIBIT 2 hereto, including, without limitation, EXHIBIT A and EXHIBIT B thereto, which describe and depict the Permanent Easement Area thereto, as well as the disbursement of funds and distribution of any other documents by Escrow Holder, all as described in this Agreement. Subject to the satisfaction of the conditions precedent below, Closing is to occur sixty (60) days following the Opening Date (“**Closing Date**”); provided, however, that Closing and, therefore, the Closing Date shall be extended as provided in Section 8.6 below; and provided, further, that Closing may occur upon such earlier or later date as the Seller and Buyer mutually agree to in writing or as otherwise provided in this Agreement. Buyer and Seller may mutually agree to change the Closing Date by joint written notice to Escrow Holder. The Closing shall be conditioned upon satisfaction, or written waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. In the event the Escrow is not in a condition for the Closing to occur by the Closing Date for any reason other than the uncured breach of either Buyer or Seller, then any Party who is not then in default of the terms of this Agreement may terminate this Agreement as provided in Article 6. If no (and until a) notice of termination as provided in Article 6 is received by Escrow Holder, Escrow Holder is instructed to proceed with Closing as soon as possible.

2.4 Costs of Escrow. Because of Buyer’s status as a public entity, pursuant to California Revenue and Taxation Code Section 11922, no documentary transfer tax will be payable with respect to the conveyance(s) contemplated by this Agreement. Similarly, pursuant to California Government Code Section 27383, no recording fees will be payable with respect to the recording of the Grant of Easement. Buyer shall pay the reasonable and customary costs of any Title Policy (defined below). Buyer shall pay the Escrow fees and any notary fees attributable to the Grant of Easement. Buyer shall also pay the additional costs, if applicable, associated with any title endorsements requested by Buyer. Escrow Holder shall endeavor to provide an estimated Closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date.

2.5 Buyer’s Conditions Precedent to Close of Escrow. The Closing and Buyer’s obligation to acquire the Permanent Easement and pay the Purchase Price is subject to the satisfaction of the following conditions for Buyer’s benefit (or Buyer’s waiver thereof, it being agreed that Buyer may waive any or all of such conditions; provided, however, that the occurrence of the Closing shall not waive or release any breach of or failure to perform under this Agreement by Seller not actually known to Buyer on or prior to the Closing Date):

2.5.1 Seller shall have tendered into Escrow all payments, if any, and documents required of Seller pursuant to this Agreement, including the Grant of Easement, and any necessary Consents and Disclaimers from any persons or entities that have a right to use or possession of the Permanent Easement Area.

2.5.2 Seller shall have completed in a timely fashion all of Seller's obligations which are to be completed prior to the Closing as provided in this Agreement.

2.5.3 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue any Title Policy required pursuant to this Agreement, subject only to the Permitted Exceptions, as set forth in more detail in Article 3 below.

2.5.4 All representations and warranties of Seller hereunder shall be true and correct as of the Effective Date and as of the Closing.

2.5.5 All property taxes and assessments attributable to the Permanent Easement to the date of Closing shall have been paid by Seller before delinquency and shall be current as of the Closing; provided, however, that, to the extent the same are available, the Purchase Price proceeds may be used to make such payments.

2.5.6 Buyer shall have approved Escrow Holder's estimated Closing costs statement; such approval shall not be unreasonably withheld, conditioned or delayed.

2.5.7 Buyer shall have determined that the Permanent Easement are suitable for Buyer's intended use and development, as set forth in more detail in Article 4 below.

2.6 Seller's Conditions Precedent to Close of Escrow. The Closing and Seller's obligation to grant the Permanent Easement is subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date:

2.6.1 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.6.2 Buyer shall have completed in a timely fashion all of its obligations, which are to be completed prior to the Closing as provided in this Agreement.

2.6.3 Seller shall have approved Escrow Holder's estimated Closing costs statement.

2.7 Buyer's Payments and Documents. Not less than one (1) day prior to Closing, Buyer shall pay or tender (as applicable) to Escrow Holder the following-described funds and documents (in recordable form, as necessary or appropriate):

2.7.1 The Purchase Price.

2.7.2 Funds required to pay the Escrow fees, recording fees and notary fees attributable to the Grant of Easement, as well as the costs of any Title Policy, and the additional costs, if applicable, associated with any title endorsements requested by Buyer payable by Buyer pursuant to Section 2.4 of this Agreement.

2.7.3 Funds required to pay any additional reasonable charges customarily charged to buyers in accordance with common escrow practices in Riverside County.

2.7.4 Certificate accepting the Grant of Easement.

2.7.5 Such other documents and funds required of Buyer under this Agreement and, to the extent reasonable, customary or usual, by Escrow Holder in the performance of its contractual or statutory obligations.

2.8 Seller's Payments and Documents. No less than one (1) day prior to Closing, Seller shall pay or tender (as applicable) to Escrow Holder the following-described funds and documents (in recordable form, as necessary or appropriate):

2.8.1 The fully-executed and acknowledged Grant of Easement.

2.8.2 A FIRPTA (Foreign Investment in Real Property Tax Act) Certificate/Non-Foreign Status Affidavit complying with Federal laws, rules and requirements and an appropriate California Form 593 (for example, Form 593-C); Buyer's failure to provide either instrument shall result in tax withholding, payment and the like in accordance with applicable laws, rules and regulations.

2.8.3 Such other documents and funds required of Seller under this Agreement and, to the extent reasonable, customary or usual, by Escrow Holder in the performance of its contractual or statutory obligations, including, without limitation, such instruments as are required in connection with the issuance of any Title Policy, such as a seller's statement, owner's affidavit, gap indemnity and the like.

2.9 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.9.1 Obtain consents and subordination agreements from the holders of any liens or encumbrances sufficient to assure that the Permanent Easement is permitted and not junior or subordinate to any lien or encumbrance that, through foreclosure, could cause a loss of the easement rights represented by the Grant of Easement. If Seller elects to satisfy and remove any such exceptions from funds otherwise payable to Seller through Escrow, before such payments or charges are made, Escrow Holder shall notify Seller of the terms necessary to satisfy and remove such monetary liens or encumbrances, and Seller shall approve the disbursement of necessary funds.

2.9.2 Pay, and charge Buyer and/or Seller, as appropriate, for any fees, charges and costs payable under this Agreement, including, but not limited to, Sections 2.7 and 2.8 above. Before such payments or charges are made, Escrow Holder shall notify Buyer and Seller of the fees, charges and costs necessary to clear title and proceed with Closing.

2.9.3 Record the Grant of Easement, as well as any other instruments, as appropriate, delivered through Escrow.

2.9.4 Subject to Subsection 2.8.3 above, withhold from funds otherwise payable to Seller at Closing such amount as Buyer is required to withhold therefrom pursuant to the following: (i) California Revenue and Taxation Code Section 18662 (i.e., 3 1/3% of the total sales price) and timely submit such sums to the California Franchise Tax Board, unless Buyer is relieved of such withholding requirements under the provisions of said Section 18662; and (ii) Federal laws, rules and/or regulations, including, without limitation, those identified in Subsection 2.8.2 and timely pay over such funds to the appropriate Federal agency or authority, unless Buyer is relieved of such withholding requirements under the provisions of such laws, rules and regulations by Seller's provision of (and Seller actually provides) an appropriate affidavit(s) and/or statement(s). Further, deliver to each Party copies of all such withholding forms, affidavits and/or certificates.

2.9.5 Disburse such other funds and deliver such other documents to the Party or Parties entitled thereto.

2.9.6 Cause any Title Policy to be issued.

2.10 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 8.1 below for notices, demands, and communications between Buyer and Seller.

3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Closing for Buyer's benefit that the Permanent Easement Area be subject only to the Permitted Exceptions and that the Grant of Easement be superior to any lien or encumbrance that, through foreclosure or other enforcement, could cause the easements to be wiped out as a junior encumbrances. At, and as a condition of, Closing for Buyer's benefit, Commonwealth ("Title Company") shall be prepared to issue to Buyer, upon Closing, a policy of title insurance (whether a CLTA, ALTA or ALTA extended coverage policy, as determined by Buyer, the "Title Policy") in an amount equal to the Purchase Price, showing the Permanent Easement Area subject only to the Permitted Exceptions, and the Grant of Easement, including the easements granted thereunder, as senior to any monetary lien or encumbrance that, through foreclosure or other enforcement, could cause the Grant of Easement, including the easement rights granted thereunder, to be wiped out. Escrow Holder shall cause Title Company to issue the Title Policy to Buyer upon the occurrence of the Closing.

3.2 Permitted Exceptions. The term "Permitted Exceptions" as used herein shall mean the following conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Closing; provided, however, that, notwithstanding anything contained in this Agreement to the contrary, Seller shall be responsible and liable for all taxes that relate to any period prior to the Closing, including, without limitation, supplemental taxes which are not assessed or charged and/or which do not become due or owing until after the Closing.

3.2.3 Matters affecting the condition of title created by or with the consent of Buyer.

3.2.4 Other exceptions to title disclosed by the Title Report (as defined in Section 3.3 below) which have been approved in writing by Buyer prior to the Closing.

3.2.5 Any other exceptions to title which are or will become subordinate to the Grant of Easement as reflected in the Title Policy pursuant to subordination agreements acceptable to Buyer and the Title Company.

3.3 Title Report. Buyer shall endeavor to obtain and provide to Seller, within fifteen (15) calendar days following the Opening of Escrow or as soon as reasonably possible thereafter, a standard preliminary report from the Title Company, together with copies of the underlying documents relating to the Schedule B exceptions set forth in such report (collectively, the "Title Report").

4. SUITABILITY AND CONDITION OF PERMANENT EASEMENT.

4.1 Determination of Suitability and Approval of Environmental and Other Conditions. It is a condition precedent to the Closing for Buyer's benefit that Buyer has determined that the Permanent Easement is suitable for Buyer's intended use, as determined by Buyer in its sole discretion. Prior to the Closing Date, Buyer shall determine whether the Permanent Easement Area is suitable and shall provide to Seller and Escrow Holder its written notice of such determination; provided, however, that any failure of Buyer to provide notice shall be deemed approval; and, in connection with any disapproval, Buyer may, but need not, include its election to extend the Closing Date as provided in Section 8.6 below. In the event Buyer determines that the Permanent Easement Area is suitable, such determination by Buyer shall not alter or diminish Seller's covenants, agreements, representations and/or warranties made herein or under law, unless a representation or warranty is expressly and specifically waived in writing in whole or in part by Buyer. In the event Buyer determines that the Permanent Easement Area is not suitable, then Buyer may terminate this Agreement as provided in Section 6.1 below.

4.2 Inspections, Testing and Right of Entry. Prior to Closing, Buyer may conduct, at Buyer's sole expense, such inspections and testing of the Permanent Easement Area including, without limitation, any improvements thereon, as Buyer may desire or deem appropriate, in Buyer's sole discretion, to determine the suitability of the Permanent Easement Area for Buyer's intended use. In conducting such inspections and testing, Buyer shall endeavor to minimize damage to the Permanent Easement Area, as well as any improvements thereon, and shall, in the event the Closing fails to occur as the result of a condition outside of Buyer's control, return the Permanent Easement Area including any improvements thereon, to their condition prior to the inspections and testing, except that Buyer shall have no responsibility or liability for returning the Permanent Easement Area to their prior condition to the extent that any change or modification resulted from (i) reasonable wear and tear, (ii) force majeure or (iii) any other cause not within the reasonable control of Buyer, including, without limitation, the acts or omissions of any person or entity other than Buyer and/or its Representatives. Seller hereby grants to Buyer and its Representatives permission and a license to enter upon the Permanent Easement Area at all reasonable times prior to the Closing Date for the purpose of conducting such inspections and testing. In the event the Permanent Easement Area is occupied by any person(s) other than Seller, Seller shall make arrangements with such person(s) to ensure access by Buyer, including, without limitation, Buyer's Representatives, in order to conduct the inspections and testing pursuant to this Section 4.2.

5. SELLER'S ACKNOWLEDGMENT AND GENERAL RELEASE.

5.1 Full Satisfaction. Seller acknowledges that, absent the applicable waivers and releases such as those in this Agreement and in accordance with applicable provisions of California law, Seller may be entitled to the payment of relocation expenses, payments for loss of goodwill, inverse condemnation, unlawful pre-condemnation conduct, severance damages, temporary losses, permanent damages and other benefits and reimbursements other than and/or in addition to those expressly provided for in this Agreement (collectively, "Benefits") in connection with Buyer's acquisition of the Permanent Easement Area as well as the other matters covered herein. Seller acknowledges and agrees that payment and receipt of the Purchase Price includes, without limitation, full payment of, for and with respect to the Benefits, including, without limitation, just compensation, lease bonus value, business

goodwill, lost profits, furniture, fixtures and equipment, relocation expenses, precondemnation damages, severance damages, damages from claims of inverse condemnation, attorney fees, appraisal and other expert fees and costs, loss of rents, lost profits, interest, and any and all other damages that can or could be brought against the Buyer in connection with the Project or Buyer's acquisition of the Permanent Easement. The Parties expressly agree that the Purchase Price is for a complete settlement of all claims (known and unknown), causes of action and demands of Seller against Buyer because of Buyer's purchase of the Permanent Easement and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement. Consistent with the foregoing as well as Section 9.2 below, Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to provide the Benefits to Seller and to compensate Seller not only for the purchase of the Permanent Easement in connection with the Project, but also for construction and/or operation of the Project.

5.2 Waivers and Releases. Seller hereby waives, to the maximum legal extent, any and all claims, demands, remedies and causes of action for damages, liabilities, losses, injuries, costs and/or expenses, including attorney fees, arising out of, resulting from or related to Buyer's acquisition of the Permanent Easement in connection with the Project, whether known or unknown, foreseeable or unforeseeable, including, without limitation, construction and/or operation of the Project. The Parties hereto agree that this Agreement is a settlement of claims in order to avoid litigation and shall not, in any manner, be construed as an admission of the fair market value of the Permanent Easement, or of any liability by any Party. Seller on behalf of Seller as well as Seller's heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, assigns and Representatives, and all other persons and entities, known and unknown, from any and all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of (i) Buyer's purchase of the Permanent Easement or any preliminary steps thereto or (ii) the construction and/or operation of the Project, including, without limitation, its construction, reconstruction, development, redevelopment, operation, maintenance, repair, existence and use.

5.3 California Civil Code Section 1542. Seller hereby acknowledges that it has consulted or had an opportunity to consult with legal counsel regarding, and represents and warrants that it is familiar with, California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Seller acknowledges that, with respect to the sale of the Permanent Easement under the Grant of Easement to Buyer or the construction and/or operation of the Project, Seller may have sustained damages, losses, costs and/or expenses which are presently unknown and unsuspected, and such damages, losses, costs and/or expenses which may have been sustained may give rise to additional damages, losses, costs and/or expenses in the future. Nevertheless, Seller hereby represents, warrants, acknowledges and agrees that this Agreement has been negotiated and agreed upon in light of that situation, and hereby waives, to the maximum legal extent, any rights accruing to it under said Section 1542 or any other statute or judicial decision of similar effect.

_____/_____
Seller's Initials

The foregoing acknowledgment and release shall survive the Closing as well as the recording of the Grant of Easement.

5.4 Notice to Others. If Seller sells, transfers, assigns or otherwise conveys the Property or any interest in the Property, Seller shall notify the purchaser, successor, assignee or other transferee of the existence and terms of this Agreement, including, without limitation, the Grant of Easement and the obligations, liabilities and duties as well as the rights and remedies of the Parties. Neither Buyer nor any other person or entity shall have any obligation, liability or duty to compensate any purchaser, successor, assignee or other transferee for the interests, rights and remedies granted to or obtained by Buyer under or pursuant to this Agreement or justifying the Permanent Easement.

5.5 Waiver of Any Rights Pursuant to Code of Civil Procedure Section 1245.245. Seller has reviewed Code of Civil Procedure Section 1245.245, a copy of which is attached as EXHIBIT 3 hereto and incorporated herein by this reference. Seller expressly waives any rights that it may have pursuant to Code of Civil Procedure Section 1245.245 to re-purchase the Permanent Easement from Buyer if Buyer has not used the Permanent Easement in connection with the Project within ten (10) years of the sale of the Permanent Easement to Buyer.

_____/_____
Seller's Initials

This Section 5.5 will survive the Close of Escrow.

6. TERMINATION, DEFAULTS AND REMEDIES.

6.1 Exercise of Rights to Terminate. In the event Buyer elects to exercise its right to terminate this Agreement and the Escrow as provided in Section 2.3, 6.3 or 8.5, then Buyer may so terminate by giving notice, in writing, of such termination to Seller and Escrow Holder. In the event Seller elects to exercise its rights to terminate this Agreement and the Escrow as provided in Section 2.3 or 6.2, then Seller may so terminate by giving notice, in writing, of such termination to Buyer and Escrow Holder. In either such event, the Party so terminating shall, except as otherwise expressly provided in Section 6.2 or 6.3 below, pay all Escrow Holder and Title Company termination fees and charges (collectively, "**Termination Costs**"). Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting the obligation of the Party so terminating or breaching, as appropriate, to pay Termination Costs as provided herein and any other obligations which expressly survive termination, shall cease and terminate.

6.2 Buyer's Breach. In the event Buyer breaches any obligation under this Agreement which Buyer is to perform prior to the Closing, and fails to cure such breach within five (5) business days of receipt of written notice of such breach from Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by giving notice, in writing, of such termination to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs. Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for Buyer's obligation to pay Termination Costs as provided in this Agreement and any other obligations which expressly survive termination, shall cease and terminate.

6.3 Seller's Breach. In the event Seller breaches any obligation under this Agreement which Seller is to perform prior to the Closing, and fails to cure such breach within five (5) business days of receipt of written notice of such breach from Buyer, then, (a) in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, including, without limitation, any and all damages resulting from such breach, (b) Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving notice, in writing, of such termination to Seller and Escrow Holder, or (ii) initiate and prosecute an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, then Seller shall pay all Termination Costs and, upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting (1) Seller's obligations and liabilities resulting or accruing as a result of or pursuant clause (a) above in this Section 6.3, (2) Seller's obligation to pay Termination Costs as provided in this Agreement and (3) any other obligations that expressly survive termination, shall cease and terminate.

6.4 Return of Funds and Documents; Release of Liability as to Escrow Holder. In the event Escrow Holder terminates this Escrow as a result of having received notice, in writing, from Buyer or Seller of its election to terminate the Escrow as provided herein, then Escrow Holder shall terminate the Escrow and return all funds, less Termination Costs, as appropriate, and documents to the Party depositing the same. Further, the Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents as provided herein.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller's Representations and Warranties. Seller hereby represents, warrants, covenants and agrees to and for the benefit of Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Closing, and Seller acknowledges and agrees that the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

7.1.1 Authority. Seller owns the Property in fee simple, including the Permanent Easement Area, and has full power and authority to sell, transfer and/or otherwise convey to Buyer the Permanent Easement and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer under or pursuant to this Agreement, at or prior to the Closing, have been, or will be, duly executed and delivered by Seller and are, or will be, legal, valid and binding obligations of Seller, sufficient to convey the Grant of Easement to Buyer and are enforceable in accordance with their respective terms.

7.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. Other than as is disclosed or covered by Subsections 7.1.4 and 7.1.5 below, there are no agreements for occupancy in effect for the Property, including the portions comprising the Permanent Easement Area, and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's use of the Permanent Easement Area. Seller will not enter into any agreements or undertake any obligations prior to Closing that will in any way burden, encumber or otherwise affect the Permanent Easement Area without the prior written consent of Buyer, including, without limitation, any agreements for occupancy or use of the Permanent Easement Area.

7.1.3 No Liens or Encumbrances. Other than as is disclosed or covered by Subsections 7.1.4 and 7.1.5 below, the Property, including the portions comprising the Permanent Easement Area, is free and clear of and from liens or encumbrances that could interfere with the intended

use by Buyer; and, therefore, Buyer shall quietly enjoy its rights in and to the Permanent Easement Area granted pursuant to the Grant of Easement without disturbance or inference by Seller or anyone claiming by, through or under Seller.

7.1.4 No Leases and/or Disclaimers of Interest and Consents. Seller warrants that (i) the Permanent Easement Area is not subject to a written or oral lease or any other contract or agreement pursuant to which a tenant or any other person has any rights of possession or use that conflict with this Agreement, the Grant of Easement, or that (ii) if the Permanent Easement Area is subject to a written or oral lease or any other contract or agreement pursuant to which a tenant or any other person or entity has any rights of possession or use that conflict with this Agreement or the Grant of Easement, Seller has provided to Buyer the names of said parties that claim any such rights and that Seller has deposited with Escrow a Disclaimer of Interest and Consent for any person or entity that claims any such rights to possession or use of the Permanent Easement disclaiming said party's rights to the Permanent Easement Area, and to any right or interest to the compensation paid by Buyer to Seller for the Permanent Easement.

7.1.5 Mortgage or Deed of Trust. If the Property is encumbered by a mortgage(s), deed(s) of trust and/or other security instrument(s), Seller shall be responsible and liable for payment of any demand under any authority of such security instrument(s) out of Seller's proceeds or otherwise. Such amounts may include, but are not be limited to, payments of unpaid principal and interest. If the Property is encumbered by a mortgage(s), deed(s) of trust or other security instrument(s), Seller understands that Buyer shall seek and may require the partial release by the holder(s) of the security instrument(s) to the Grant of Easement, including the subordination of the encumbrance(s) to the Permanent Easement to preserve the permanence and/or survival of the Permanent Easement. Seller agrees and consents to the subordination of the security instrument(s) and will cooperate with Buyer in seeking the subordination(s); and Seller acknowledges and agrees that, notwithstanding anything contained in this Agreement to the contrary, Buyer's payment of the consideration set forth herein is subject to Buyer receiving or waiving in writing the requirement of receiving said subordination(s).

7.1.6 Hazardous Materials. Seller is aware of and shall comply with its obligation under California Health and Safety Code Section 25359.7 to disclose information to Buyer regarding the environmental status of the Property. To Seller's knowledge, the Property and the areas comprising the Permanent Easement and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property including, without limitation, soil and groundwater conditions underlying the Property that could affect the Property or its use. Neither Seller, nor, to Seller's knowledge, any other person or predecessor in interest, has used, generated, manufactured, stored or disposed of on, under or about the Property, or transported to or from the Property, any "Hazardous Materials" as defined in any state, federal or local statute, ordinance, rule or regulation applicable to the Property, including, without limitation, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances, as well as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.

7.1.7 Litigation. There are no claims, actions, suits or proceedings continuing, pending or, to Seller's knowledge, threatened (i) against or affecting Seller or the Permanent Easement, or (ii) involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Closing, in either case, whether at law or in equity, or before or by any federal,

state, municipal or other governmental department, board, commission, bureau, Buyer or instrumentality. Seller is not subject to, or in default under, any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, Buyer or instrumentality.

7.1.8 No Breach. The execution and delivery of this Agreement and the consummation of the transaction(s) contemplated by this Agreement will not violate or result in any breach of or constitute a default under or conflict with, or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Permanent Easement are bound.

7.1.9 No Condemnation or Other Proceedings. Exclusive of any action proposed or contemplated by Buyer, Seller is not aware of any contemplated condemnation of the Permanent Easement Area, or any portion thereof by any public agency, authority or entity. Buyer has negotiated in good faith to acquire the Permanent Easement and to pay just compensation for its acquisition. Seller understands that, if the transaction(s), including, without limitation, the acquisition(s), set forth in and/or contemplated by this Agreement had not been (or are not) successful, then staff for Buyer may have recommended (or may recommend) initiation of eminent domain proceedings to acquire the Permanent Easement and/or interests therein and/or portions thereof.

7.2 Survival of Representations and Warranties. Seller acknowledges and agrees that the covenants, agreements, representations and warranties of Seller set forth in this Agreement shall be true and correct on and as of the Effective Date as well as the Closing, and Seller's liability for any breach, default or failure of the same, including, without limitation, any misrepresentation, shall survive not only the recordation of the Grant of Easement, but also the Closing. Seller shall protect, indemnify, defend, and hold Buyer free and harmless of, from and against any and all claims, demands, losses, liabilities, obligations, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, which Buyer may incur, suffer or sustain by reason of or in connection with any misrepresentation made by Seller pursuant to this Article 7.

8. OTHER.

8.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the address(es) provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: City of Perris
Attn: Clara Miramontes
101 N. D Street
Perris, CA 92570
Telephone: 951-943-6100

To Seller: Akram Tabel Trust
745 Hillview St
Beaumont, CA 92223
Telephone: 951-443-8229

8.2 Indemnity by Seller. Seller hereby agrees, after the Closing, at Seller's sole cost and expense, to indemnify, protect, defend (with counsel of Buyer's choice), and hold Buyer, its successors and assigns, officers and/or directors, harmless from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses (including, without limitation, attorneys' and experts' reasonable fees and costs) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Buyer, or Buyer's successors and assigns, officers and/or directors relating to or arising from (i) the Permanent Easement or Seller's ownership or operation thereof on or before the Closing, (ii) the use on or before the Closing of the Permanent Easement by Seller or any third party, including, without limitation, any tenant, invitee or licensee of Seller, (iii) any breach of any covenant, agreement, representation or warranty of Seller contained in this Agreement, (iv) the presence, use, handling, storage, disposal or release on or before the Closing of Hazardous Materials on, under or about the Permanent Easement caused by Seller, and (v) Seller's violation of any federal, state, or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Permanent Easement prior to the Closing. This indemnity by Seller herein contained shall survive the Closing and the recordation of the Grant of Easement.

8.3 Entry, Possession, Use, Construction and Operation.

8.3.1 Upon execution of this Agreement by Buyer and Seller, and deposit of funds in the amount of the Purchase Price into Escrow, Buyer shall have the right of possession and use of the Permanent Easement Area, including, without limitation, the right to remove and dispose of improvements thereon, thereat and/or thereto and construct the Project. The foregoing agreement of Seller shall survive the Closing, including, without limitation, the recording of the Grant of Easement at Buyer's election, the termination of this Agreement by either Party (whether Seller or Buyer) for any reason, including, without limitation, a breach by the other Party and/or the return of the Purchase Price deposit by Escrow Holder to Buyer on termination of this Agreement; and, if Buyer elects that the same shall survive, Buyer's rights shall be as set forth in the right of entry, possession and use provisions attached hereto as EXHIBIT 4.

8.3.2 Upon execution of this Agreement by Buyer and Seller, and deposit of funds in the amount of the Purchase Price into Escrow, Buyer shall also have the right to enter the Property to connect any utilities or complete any utility reconnections that may be required in connection with the Project. Except for any entry required for emergency purposes in connection with utility connections or reconnections on the Property, Buyer will provide Seller with a minimum of forty-eight (48) hours written

notice prior to entering the Property to complete any necessary utility connections or utility reconnections.

8.3.3 Buyer makes no representation, warranty, covenant or agreement that the Project shall be constructed or operated; and Seller acknowledges and agrees that no obligation, liability or duty whatsoever shall exist or be incurred by Buyer or any other person or entity to Seller or any other person or entity as a result of any failure to construct or operate the Project for any reason. The foregoing agreement of Seller shall survive the Closing, including, without limitation, the recording of the Grant of Easement or the termination of this Agreement by either party (whether Seller or Buyer) for any reason, including a breach by the other party.

8.4 Brokers and Sales Commissions. Buyer will not be responsible or liable for, and will not be required to pay, any sales or brokerage commissions and/or finder's fees for which Seller has incurred any obligation with respect to the transaction which is the subject of this Agreement. Seller shall indemnify, protect, defend and hold harmless Buyer and its successors and assigns hereunder from and against any and all claims, demands, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, arising as of, resulting from or in connection with or related to any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of Buyer. Seller's obligations, liabilities and duties under this Section 8.4 shall survive the Closing or the termination of this Agreement.

8.5 Damage or Destruction. Should the Permanent Easement be materially damaged or destroyed by fire, earthquake or other event without the fault of either Party, this Agreement may be rescinded and terminated by Buyer; and, in such event, Buyer may reappraise the Permanent Easement or any part of it Buyer desires to acquire and make an offer thereon.

8.6 Extension of Closing and Closing Date. Buyer may, upon written notice to Seller, extend the Closing Date and, therefore, the Closing for a reasonable period in order to satisfy or to provide time for others to satisfy the conditions to Closing in favor of Buyer set forth in this Agreement, including, without limitation, the following: (i) that, in accordance with Subsection 2.5.3 and Article 3 above, the Permanent Easement is subject only to the Permitted Exceptions and that title to the same is otherwise acceptable to Buyer; (ii) that, in accordance with Subsection 2.5.7 and Article 4 above, Buyer has determined that the Permanent Easement is suitable for Buyer's intended use; and (iii) that, in accordance with Subsection 2.5.4 and Article 7 above, Seller's representations and warranties are true and accurate and Buyer has received any consent(s), release(s) and/or subordination(s) required or contemplated by Subsections 7.1.4 and 7.1.5 above.

9. INCORPORATION OF RECITALS; WHOLE AGREEMENT.

9.1 Recitals. The preamble at the beginning of this Agreement as well as the Recitals set forth in paragraphs A, B and C immediately after the preamble are hereby incorporated into this Agreement as if set forth in full in this Section 9.1.

9.2 Whole Agreement. Consistent with Section 10.17 below, the Parties hereto acknowledge and agree that they have set forth the whole of their agreement in this instrument. Consistent with Sections 5.1, 5.2 and 5.3 above, the performance of this Agreement by Buyer constitutes the entire consideration for the Permanent Easement, including, without limitation, the Grant of

Easement, and shall release and relieve Buyer of and from any and all other and further claims, demands, obligations, liabilities and duties on this account or on account of the location, grade, construction, and operation of the Project.

10. MISCELLANEOUS.

10.1 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the Closing as well as the recordation of the Grant of Easement.

10.2 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use commercially reasonable efforts to accomplish the Closing in accordance with the provisions of this Agreement.

10.3 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision of this Agreement.

10.4 Counterparts; Copies. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Except as required for recordation, the parties as well as Escrow Holder and Title Company shall accept copies of signatures, including, without limitation, electronically transmitted (for example, by e-mail, facsimile, PDF or otherwise) signatures.

10.5 Captions. Any captions to, or headings of, the articles, sections, subsections, paragraphs, or subparagraphs or other provisions of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision of this Agreement.

10.6 No Obligations to Third Parties. Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

10.7 Exhibits. The Exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

10.8 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision of this Agreement.

10.9 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms and provisions of this Agreement shall be commenced exclusively in a court of competent jurisdiction in the County of Riverside.

10.10 Buyer's Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement, as well as its rights and remedies in, to and under the Permanent Easement/Grant of Easement, and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of Seller.

10.11 Successors and Assigns. This Agreement, the Grant of Easement, and any right or obligation herein and therein, shall inure to the benefit of the successors and assigns of the Parties.

10.12 Ratification. This Agreement is subject to the approval and ratification by the Buyer's governing body or its delegated representative.

10.13 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

10.14 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction(s) described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

10.15 Legal Fees. Each Party shall be responsible for payment of its own attorneys' fees with respect to negotiation and preparation of this Agreement and processing of the Escrow. However, in the event of the bringing of any action or proceeding to enforce, interpret or construe any of the provisions of this Agreement, including, without limitation, seeking damages as a result of breach of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including reasonable attorneys' fees.

10.16 Entire Agreement; Amendment. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and (together with the Grant of Easement) contains the entire agreement between Buyer and Seller as to the subject matter hereof. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

10.17 Special Provisions. The "Special Provisions" attached hereto as EXHIBIT 5, if any, are hereby incorporated into and made a part of this Agreement by this reference as if set forth in full in this Section 10.17. In the event of any conflict or inconsistency between this Agreement and the Special Provisions, the terms of the Special Provisions shall prevail and control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

[Signatures on the following pages]

SIGNATURE PAGE TO
AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Date: _____

BUYER:

CITY OF PERRIS "CITY"

ATTEST:

By: _____
Clara Miramontes, City Manager

By: _____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Robert Khuu, City Attorney

Date: _____

SELLER:

**Akram Tabel, as Trustee of The Akram Tabel
Trust, dated October 15, 2002**

By: _____

Name: _____

Title: _____

EXHIBIT LIST

Exhibit 1 – Legal Description of Property [APN(s): APN 310-180-057

Exhibit 2 – Grant of Easement

Exhibit 3 – Copy of Code of Civil Procedure Section 1245.245

Exhibit 4 – Entry, Possession and Use Provisions

EXHIBIT "A"
LEGAL DESCRIPTION

APN 310-180-057

Being a portion of the Northwest Quarter of fractional Section 28, Township 4 South, Range 3 West, San Bernardino Base and Meridian, in the City of Perris, County of Riverside, State of California, more particularly described as follows:

Commencing at the Northwest Corner of said Section 28, as shown on Parcel Map No. 11753 filed in Parcel Map Book 64, Page 88 in the Recorder's Office of said County; thence along the north line of said Section 28, said line also being the centerline of Nuevo Road (64.00 feet southerly half width), South 89°35'29" East, 618.14 feet to its intersection with a line parallel with and 17.08 feet westerly of the westerly right of way line of the Riverside County Flood Control Channel (San Jacinto River, 250 feet wide) and the **True Point of Beginning**;

Thence continuing along said north line of Section 28, South 89°35'29" East, 17.08 feet to said westerly right of way line of the Riverside County Flood Control Channel as shown on said Parcel Map;

Thence along said westerly right of way line, South 00°37'49" West, 188.91 feet;

Thence leaving said westerly right of way line, North 18°47'51" West, 51.35 feet to said parallel line;

Thence along said parallel line, North 00°37'49" East, 140.42 feet to the **True Point of Beginning**;

Excepting therefrom that portion lying within the southerly 9.00 feet of the northerly 64.00 feet of said Northwest Quarter of Section 28.

Containing an area of 2,658 square feet or 0.061 acres, more or less.

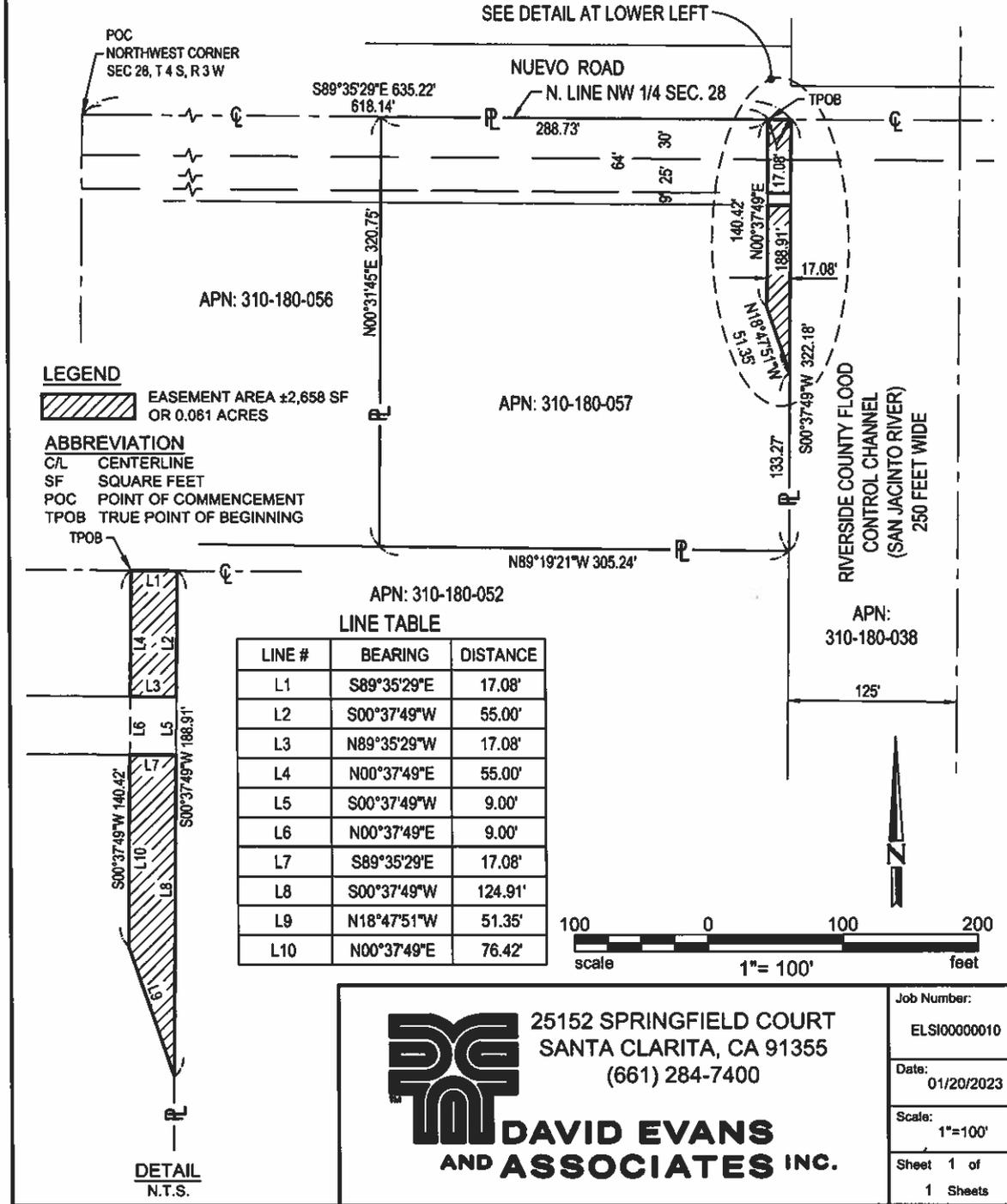
As shown on Exhibit "B" attached hereto and made a part hereof for clarification purposes, if necessary.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Robert Walker, P.L.S. 7137 01/20/2023
Date



EXHIBIT "B"



25152 SPRINGFIELD COURT
 SANTA CLARITA, CA 91355
 (661) 284-7400

**DAVID EVANS
 AND ASSOCIATES INC.**

Job Number:
 ELSI00000010

Date:
 01/20/2023

Scale:
 1"=100'

Sheet 1 of
 1 Sheets

Drawing Name: P:\E\LSI00000010\0400\CAD\EXHIBITS\IV-ELS\I00000010_EXHIBITS.dwg
 Last Opened: Jan 25, 2023 - 1:12pm by: Sxz

**EXHIBIT 1 TO
PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

Legal Description of Property
[APN(s): 310-180-057]

[attached behind this page]

**EXHIBIT 2 TO
PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

Grant of Easement
{Portions of APN(s): 310-180-057

[attached behind this page]

**EXHIBIT 3 TO
PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

Copy of Code of Civil Procedure section 1245.245

(a) Property acquired by a public entity by any means set forth in subdivision (e) that is subject to a resolution of necessity adopted pursuant to this article shall only be used for the public use stated in the resolution unless the governing body of the public entity adopts a resolution authorizing a different use of the property by a vote of at least two-thirds of all members of the governing body of the public entity, or a greater vote as required by statute, charter, or ordinance. The resolution shall contain all of the following:

(1) A general statement of the new public use that is proposed for the property and a reference to the statute that would have authorized the public entity to acquire the property by eminent domain for that use.

(2) A description of the general location and extent of the property proposed to be used for the new use, with sufficient detail for reasonable identification.

(3) A declaration that the governing body has found and determined each of the following:

(A) The public interest and necessity require the proposed use.

(B) The proposed use is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

(C) The property described in the resolution is necessary for the proposed use.

(b) Property acquired by a public entity by any means set forth in subdivision (e) that is subject to a resolution of necessity pursuant to this article, and is not used for the public use stated in the resolution of necessity within 10 years of the adoption of the resolution of necessity, shall be sold in accordance with the terms of subdivisions (f) and (g), unless the governing body adopts a resolution according to the terms of subdivision (a) or a resolution according to the terms of this subdivision reauthorizing the existing stated public use of the property by a vote of at least two-thirds of all members of the governing body of the public entity or a greater vote as required by statute, charter, or ordinance. A reauthorization resolution under this subdivision shall contain all of the following:

(1) A general statement of the public use that is proposed to be reauthorized for the property and a reference to the statute that authorized the public entity to acquire the property by eminent domain for that use.

(2) A description of the general location and extent of the property proposed to be used for the public use, but not yet in use for the public use, with sufficient detail for reasonable identification.

(3) A declaration that the governing body has found and determined each of the following:

(A) The public interest and necessity require the proposed use.

(B) The proposed use is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

(C) The property described in the resolution is necessary for the proposed use.

(c) In addition to any notice required by law, the notice required for a new or reauthorization resolution

sought pursuant to subdivision (a) or (b) shall comply with Section 1245.235 and shall be sent to each person who was given notice required by Section 1245.235 in connection with the original acquisition of the property by the public entity.

(d) Judicial review of an action pursuant to subdivision (a) or (b) may be obtained by a person who had an interest in the property described in the resolution at the time that the property was acquired by the public entity, and shall be governed by Section 1085.

(e) The following property acquisitions are subject to the requirements of this section:

(1) Any acquisition by a public entity pursuant to eminent domain.

(2) Any acquisition by a public entity following adoption of a resolution of necessity pursuant to this article for the property.

(3) Any acquisition by a public entity prior to the adoption of a resolution of necessity pursuant to this article for the property, but subsequent to a written notice that the public entity may take the property by eminent domain.

(f) If the public entity fails to adopt either a new resolution pursuant to subdivision (a) or a reauthorization resolution pursuant to subdivision (b), as required by this section, and that property was not used for the public use stated in a resolution of necessity adopted pursuant to this article or a resolution adopted pursuant to subdivision (a) or (b) between the time of its acquisition and the time of the public entity's failure to adopt a resolution pursuant to subdivision (a) or (b), the public entity shall offer the person or persons from whom the property was acquired the right of first refusal to purchase the property pursuant to this section, as follows:

(1) At the present market value, as determined by independent licensed appraisers.

(2) For property that was a single-family residence at the time of acquisition, at an affordable price, which price shall not be greater than the price paid by the agency for the original acquisition, adjusted for inflation, and shall not be greater than fair market value, if the following requirements are met:

(A) The person or persons from whom the property was acquired certify their income to the public entity as persons or families of low or moderate income.

(B) If the single-family residence is offered at a price that is less than fair market value, the public entity may verify the certifications of income in accordance with procedures used for verification of incomes of purchasers and occupants of housing financed by the California Housing Finance Agency.

(C) If the single-family residence is offered at a price that is less than fair market value, the public entity shall impose terms, conditions, and restrictions to ensure that the residence will either:

(i) Remain owner-occupied by the person or persons from whom the property was acquired for at least five years.

(ii) Remain available to persons or families of low or moderate income and households with incomes no greater than the incomes of the present occupants in proportion to the area median income for the longest feasible time, but for not less than 55 years for rental units and 45 years for home ownership units.

(D) The Department of Housing and Community Development shall provide to the public entity recommendations of standards and criteria for those prices, terms, conditions, and restrictions.

(g) If after a diligent effort the public entity is unable to locate the person from whom the property was acquired, if the person from whom the property was acquired does not choose to purchase the property as provided in subdivision (f), or if the public entity fails to adopt a resolution as required pursuant to subdivision (a) or (b) but is not required to offer a right of first refusal pursuant to subdivision (f), the public entity shall sell the property as surplus property pursuant to Article 8 (commencing with Section 54220) of Chapter 5 of Part 1 of Division 2 of Title 5 of the Government Code.

(h) If residential property acquired by a public entity by any means set forth in subdivision (e) is sold as surplus property pursuant to subdivision (g), and that property was not used for the public use stated in a resolution of necessity adopted pursuant to this article or a resolution adopted pursuant to subdivision (a) or (b) between the time of its acquisition and the time of its sale as surplus property, the public entity shall pay to the person or persons from whom the public entity acquired the property the sum of any financial gain between the original acquisition price, adjusted for inflation, and the final sale price.

(i) Upon completion of any acquisition described in subdivision (e) or upon the adoption of a resolution of necessity pursuant to this section, whichever is later, the public entity shall give written notice to the person or persons from whom the property was acquired as described in subdivision (e) stating that the notice, right of first refusal, and return of financial gain rights discussed in this section may accrue.

(j) At least 60 days before selling the property pursuant to subdivision (g), the public entity shall make a diligent effort to locate the person from whom the property was acquired. At any time before the proposed sale, the person from whom the property was acquired may exercise the rights provided by this section. As used in this section, "diligent effort" means that the public entity has done all of the following:

(1) Mailed the notice of the proposed sale by certified mail, return receipt requested, to the last known address of the person from whom the property was acquired.

(2) Mailed the notice of the proposed sale by certified mail, return receipt requested, to each person with the same name as the person from whom the property was acquired at any other address on the last equalized assessment roll.

(3) Published the notice of the proposed sale pursuant to Section 6061 of the Government Code in at least one newspaper of general circulation within the city or county in which the property is located.

(4) Posted the notice of the proposed sale in at least three public places within the city or county in which the property is located.

(5) Posted the notice of the proposed sale on the property proposed to be sold.

(k) For purposes of this section, "adjusted for inflation" means the original acquisition price increased to reflect the proportional increase in the Consumer Price Index for all items for the State of California, as determined by the United States Bureau of Labor Statistics, for the period from the date of acquisition to the date the property is offered for sale.

(Amended by Stats. 2007, Ch. 130, Sec. 36. Effective January 1, 2008.)

**EXHIBIT 4 TO
PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

Entry, Possession and Use Provisions
[APN(s): 310-180-057]

A. **Grant of Use.** Seller hereby irrevocably grants to Buyer and/or its assignee for no additional monetary consideration beyond the compensation that Seller will receive upon Buyer's acquisition of the Permanent Easement either through a contract currently being or to be negotiated or, in the event the parties do not negotiate or are unable to agree to the terms of that contract, through a condemnation action, a right of entry, possession and use of the Permanent Easement, on the terms described in item B below.

B. **Use of the Easements.** Buyer shall have the right to enter upon and use the Easement Area for the following purposes (the "Permitted Activities"): With respect to the Easement Area, for the Permanent Easement purposes set forth in Recital B.(i) appearing after the preamble at the beginning of this Agreement, including, but not limited to, the purposes set forth in the Grant of Easement.

C. **Buyer's Right to Terminate Work.** Buyer shall have no obligation to commence or complete any of the Permitted Activities.

D. **No Cost to Seller.** Buyer shall bear all costs and expenses in connection with Buyer's use of the Permanent Easement.

E. **Eminent Domain.** By granting the irrevocable right of entry, possession and use of the Permanent Easement Area as set forth in this EXHIBIT 4 to Buyer, Seller agrees to the following: (1) Seller shall not object to the filing of an eminent domain proceeding to acquire the Permanent Easement; (2) in any eminent domain proceeding filed by Buyer to acquire the Permanent Easement, Seller shall not challenge Buyer's right to take the Permanent Easement, and the only issue shall be the amount of just compensation for the Permanent Easement; (3) in the event proceedings in eminent domain are begun, the date of valuation for determining the amount of just compensation for the Permanent Easement shall be the date on which Buyer files the complaint in said proceeding; and (4) this Agreement, including, without limitation, the entry, possession and use provisions set forth in this EXHIBIT 4, shall control and, therefore, Buyer need not obtain a court order for possession in connection with any eminent domain action or proceeding.

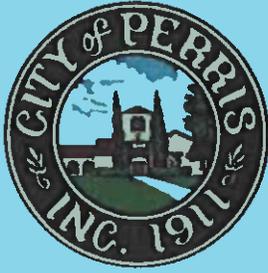
F. **Parties' Intent to Be Bound.** The Parties intend that this Agreement, including, without limitation, the right of entry, possession and use provisions set forth above in this EXHIBIT 4, constitute a binding contract. In particular in this regard, Seller acknowledges and agrees that it is important for Buyer to have assurances that the Project may be constructed in a timely manner, and that the rights granted to Buyer in the right of entry, possession and use provisions set forth above in this EXHIBIT 4 to the Agreement are crucial to the Project's success. In the event of any dispute concerning the right of entry, possession and use provisions set forth above in this EXHIBIT 4, the Parties agree that monetary damages will not be adequate to make them whole, and intend for the terms of such right of entry, possession and use provisions to be specifically enforceable.

Date: _____

SELLER:

By:

Akram Tabel, Owner



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 31, 2023

SUBJECT: Annexation of DPR 20-00017 to Maintenance District No. 84-1
 Owner(s): Nance & Webster JP-KND2
 APN(s): 302-030-010, located at the southeast corner of Nance Street and Webster Avenue
 Project: DPR 20-00017- Industrial Building

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 DPR 20-00017 and setting a public hearing date of March 28, 2023

CONTACT: Stuart McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION: DPR 20-00017 is a construction of a 109,229 square foot industrial building on five acres located at the southeast corner of Nance Street and Webster Avenue within the General Industrial zone of the Perris Valley Commerce Center Specific Plan. (See attached Boundary Map).

Annexation of DPR 20-00017 will allow the City to finance the annual maintenance of streetlight improvements installed in conjunction with this property. The project specifically benefits from one (1) new streetlight, one (1) relocated streetlight and four (4) existing freestanding streetlights (not co-located with a traffic signal), for a total of six (6) streetlights all along the frontage of DPR 20-00017 on Nance St. and Webster Ave.

BUDGET (or FISCAL) IMPACT: The current maximum annual assessment is \$851.55. 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.

REVIEWED BY:

City Attorney _____

Assistant City Manager WB

Deputy City Manager ER

Attachments:

1. Vicinity Map
2. Resolution Ordering Preparation of the Engineer's Report
3. Engineer's Report
4. Resolution Preliminarily Approving Engineer's Report
5. Resolution of Intention to Annex DPR 20-00017 to Maintenance District No. 84-1

Consent: x

Public Hearing: _____

Business Item: _____

Presentation: _____

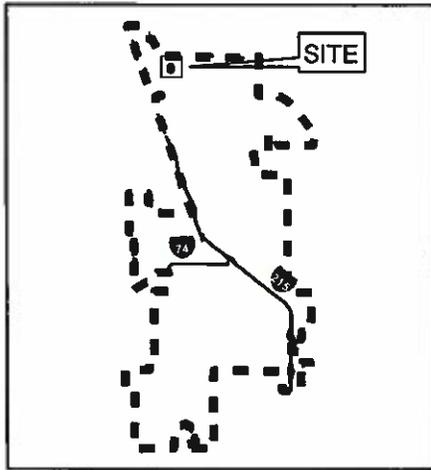
Other: _____

Attachment No. 1

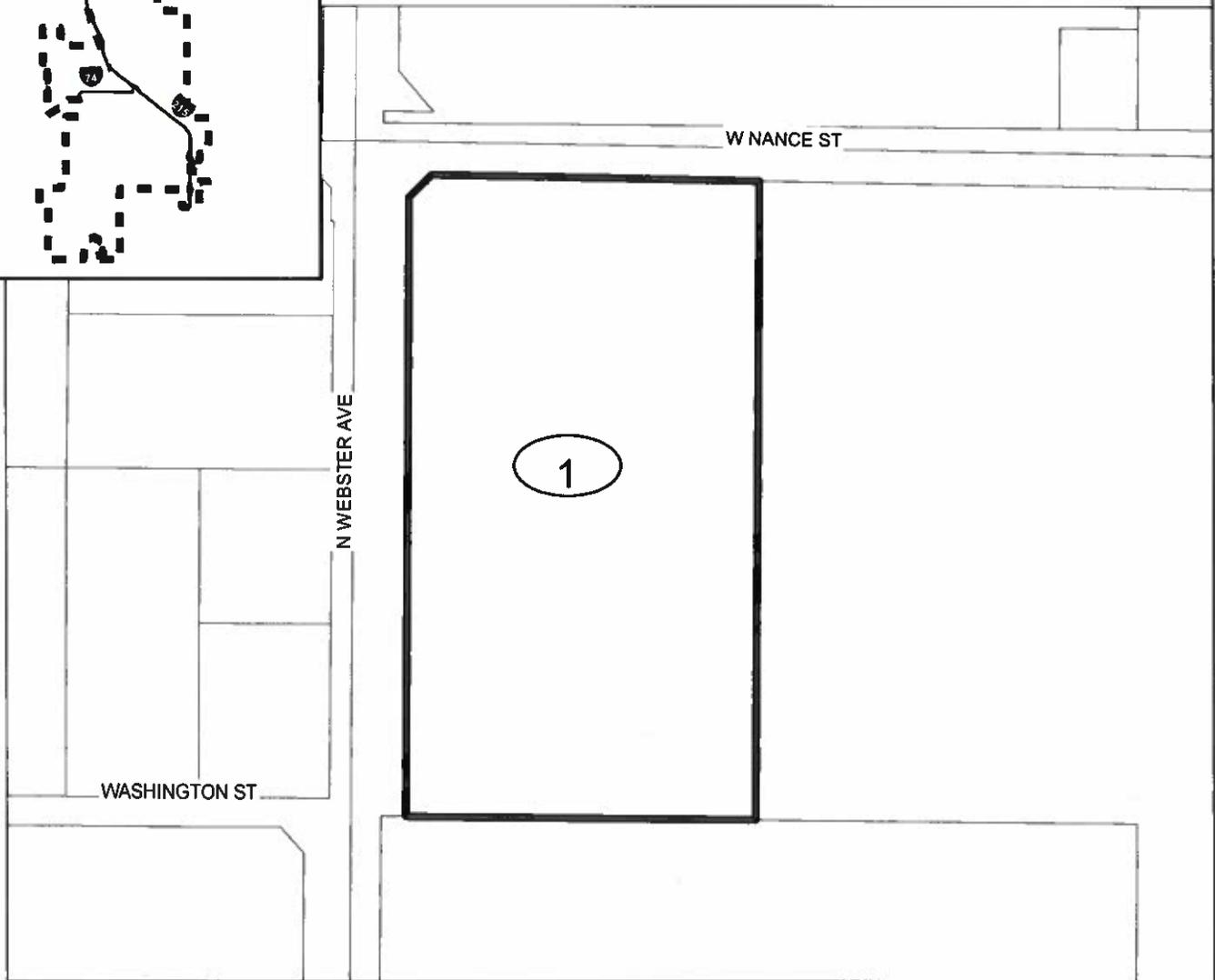
Vicinity Map

DIAGRAM OF ANNEXATION OF DPR 20-00017 TO MAINTENANCE DISTRICT NO. 84-1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-030-010



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 DPR 20-00017 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 DPR 20-00017 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 DPR 20-00017 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 31st 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 31st 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 DPR 20-00017
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 DPR 20-00017
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 31st 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 March, 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 31st 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 one (1) new streetlight, one (1) relocated streetlight and four (4) existing freestanding streetlights (not co-located with a traffic signal), for a total of six (6) streetlights. The streetlights to be installed and maintained are shown on the plans and specifications prepared by Gregg Electric, Inc., and entitled, "STREET LIGHTING PLANS FOR PHELAN DEVELOPMENT COMPANY - NANCE ST. & WEBSTER AVE. CITY OF PERRIS, PARCEL 2 OF PARCEL MAP 23930."

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 Maps are on file in the City of Perris Office of Public Works Department and are made a part of this report to the same extent as if said documents were attached hereto.

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

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

Facility	Quantity	Annual Cost	Total Cost
Street Lights			
9,500 Lumen	0	\$57.96	\$0.00
High-Output LED	6	\$89.40	536.40
Maintenance and Replacement	6	\$61.20	367.20
Subtotal			\$903.60
Incidental Costs			\$136.62
City Contribution for Street Lights	6	-\$31.44	-\$188.67
Resolution (Approved Rate @\$46.28/EBU)			
Balance to Assessment			\$851.55

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:

$$\frac{1.0 \text{ Assessed Acre}}{4.2 \text{ Benefit Units}} \times \frac{\$851.55}{4.38 \text{ AC}} = \$46.28 \text{ per Benefit Unit}$$

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 rate percent increase projected for the upcoming fiscal year.

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

The assessment, by Parcel, is as follows:

Parcel	APN	Lot Acreage	Taxable Acreage	Benefit Units	Estimated Maximum Annual Assessment
1	302-030-010	5.00	4.38	18.40	\$851.55
Total		5.00	4.38	18.40	\$851.55

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 DPR 20-00017. Said boundary is designated as "Diagram of Annexation of DPR 20-00017 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.

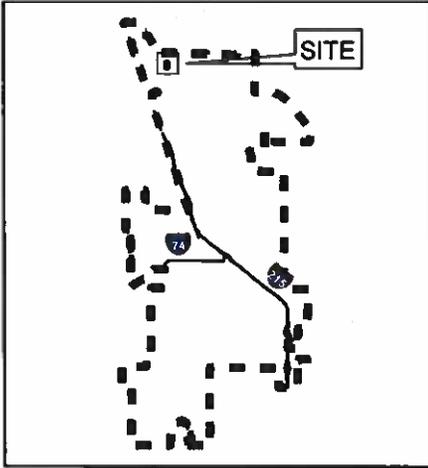
**Assessment Roll
Annexation of DPR 20-00017
To Maintenance District No. 84-1
City of Perris**

Assessment Number	Assessor Parcel Number	FY 2022/2023 Maximum Annual Assessment	FY 2022/2023 Applied Assessment
1	302-030-010	\$851.55	\$0.00
	Total	\$851.55	\$0.00

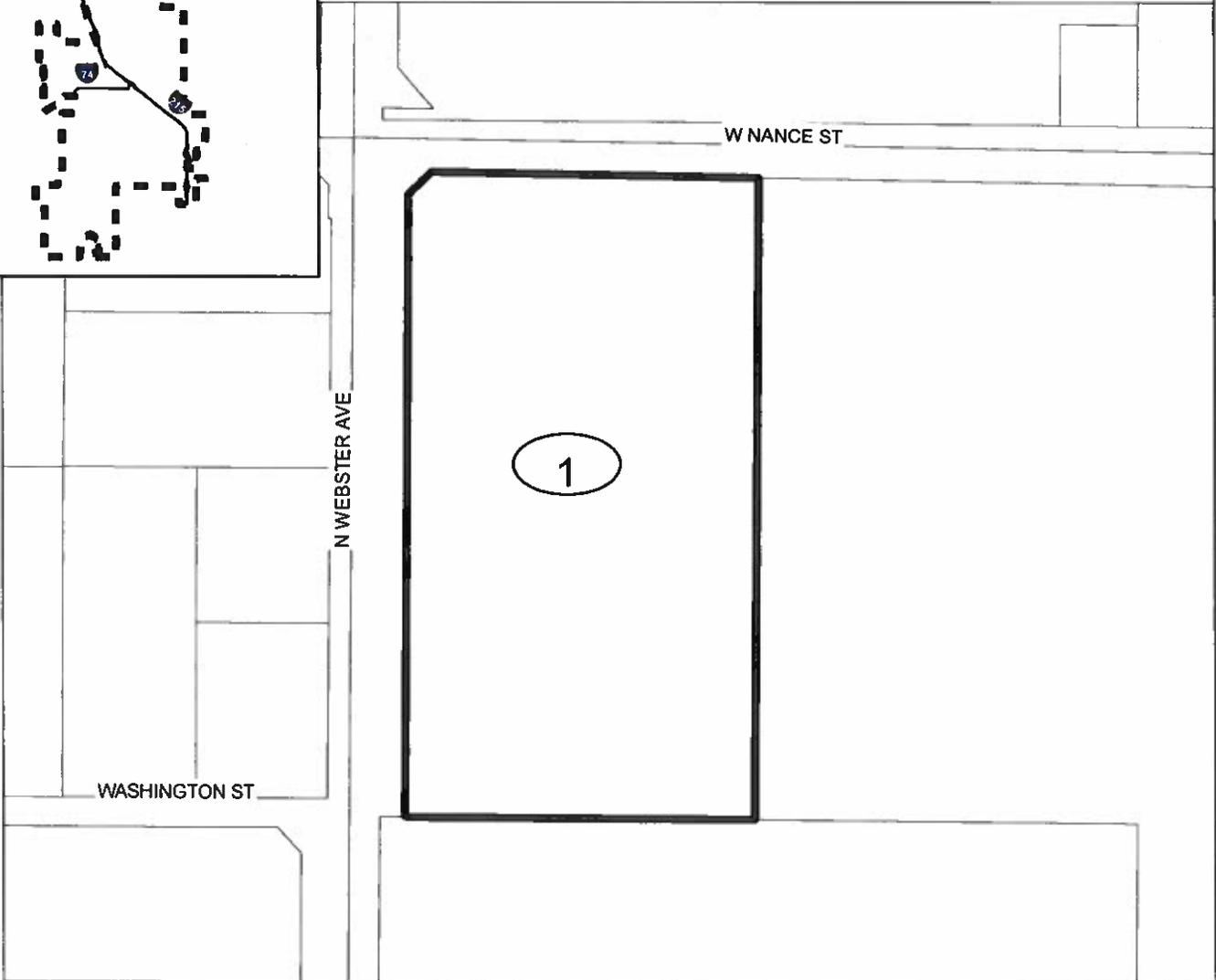
Each year the current maximum annual assessment shall be increased by an amount equal to the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics. If a deficit is projected for the upcoming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

DIAGRAM OF ANNEXATION OF DPR 20-00017 TO MAINTENANCE DISTRICT NO. 84-1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-030-010



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: 6/15/2020


Signature Katrina DeArney, Manager

List Property Owner Name and Mailing Address
Nance & Webster JP-KND2, LLC
450 Newport Center Dr., Suite 405
Newport Beach, CA 92660

Please have notarized

Attachment 1-3

ACKNOWLEDGMENT

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

State of California

County of orange

On June 15, 2022 before me, Nhung Mai, Notary Public
(insert name and title of the officer)

personally appeared Katrina DeArme
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 Nhung Mai (Seal)

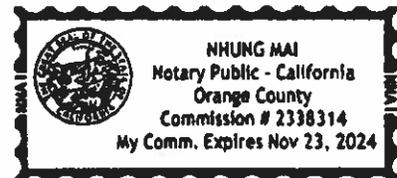


EXHIBIT A

LEGAL DESCRIPTION

**PARCEL 1 OF PARCEL MAP 23930 AS SHOWN BY MAP ON FILE IN BOOK 179, PAGES 70 AND 71 OF
PARCEL MAP, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA**

PARCEL # 302303010

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 DPR 20-00017 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 31st 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 DPR 20-00017 ; 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 31st 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 31st 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 DPR 20-00017 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 MARCH 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 31st 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 DPR 20-00017 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 DPR 20-00017 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 DPR 20-00017, 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 March 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 31st 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 31st 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 31, 2023

SUBJECT: Annexation of DPR 20-00017 to Landscape Maintenance District No. 1
 Owner(s): Nance & Webster JP-KND2
 APN(s): 302-030-010, located at the southeast corner of Nance Street and Webster Avenue
 Project: DPR 20-00017- Industrial Building

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 DPR 20-00017 and setting a public hearing date of March 28, 2023

CONTACT: Stuart McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION: DPR 20-00017 is a construction of a 109,229 square foot industrial building on five acres located at the southeast corner of Nance Street and Webster Avenue within the General Industrial zone of the Perris Valley Commerce Center Specific Plan. (See attached Boundary Map).

Annexation of DPR 20-00017 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 \$8,097.65. Each year the current maximum annual assessment shall be increased by an amount equal to the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

Deputy City Manager ER

Attachments:

1. Vicinity Map
2. Resolution Ordering Preparation of the Engineer's Report
3. Engineer's Report
4. Resolution Preliminarily Approving Engineer's Report
5. Resolution of Intention to Annex DPR 20-00017 to Landscape Maintenance District No. 1

Consent: x

Public Hearing: _____

Business Item: _____

Presentation: _____

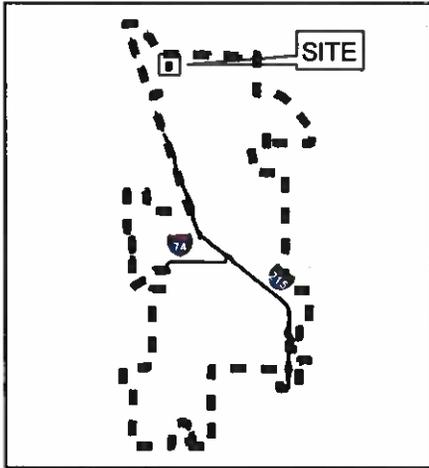
Other: _____

Attachment No. 1

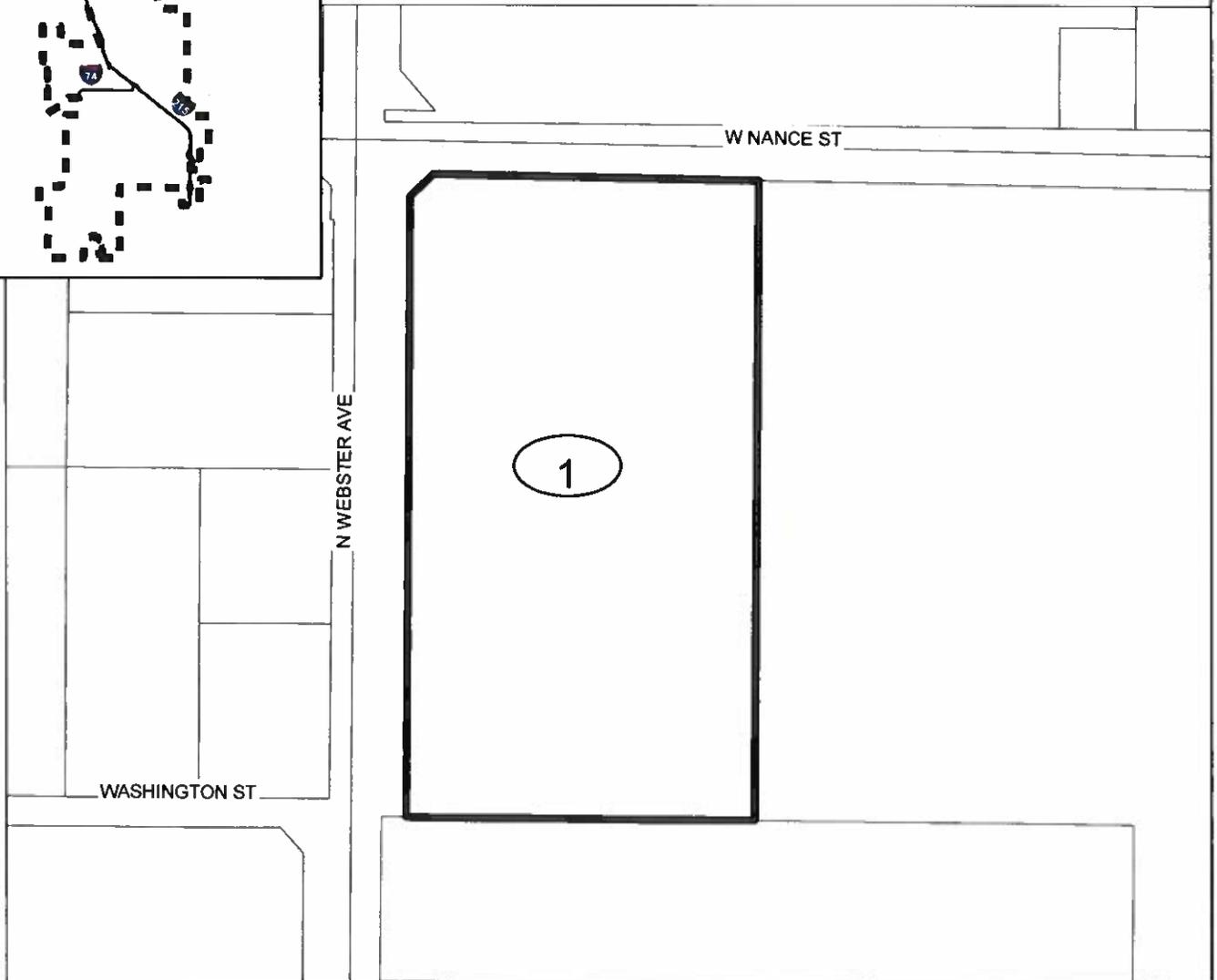
Vicinity Map

DIAGRAM OF ANNEXATION OF DPR 20-00017 TO BENEFIT ZONE 168 LANDSCAPE MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-030-010



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 168 DPR 20-00017 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 168 therein (hereinafter referred to as the "Benefit Zone 168"); 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 DPR 20-00017 be defined as that area to be annexed to Benefit Zone 168, 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 DPR 20-00017, to Benefit Zone 168, 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 31st 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 31st 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 DPR 20-00017
To Benefit Zone 168, 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 DPR 20-00017
To Benefit Zone 168, 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 31st 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 March, 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 31st 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 landscaping, irrigation, and appurtenances to be maintained are the parkways along Nance Street and Webster Avenue along the frontage of DPR 20-00017.

Reference is made to the following documents as prepared by Scott Peterson Landscape Architect, Inc, that are entitled:

- "Landscape Architectural Drawings for Nance St. & N. Webster Ave. (Off-Site) Prepared for Nance Street & North Webster Ave., For DPR 20-00017 Perris, CA 92571"

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 two 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 168 (BZ 168).

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

<u>First Category of Improvements</u>			<u>Unit</u>	<u>Years</u>	<u>Annual</u>
<u>Parkways</u>	<u>Quantity</u>	<u>Unit*</u>	<u>Cost</u>	<u>Occurrence</u>	<u>Cost</u>
Maintenance	5,751	SF	\$0.54	1	\$3,105.54
Plant Replacement (2%)	19	EA	\$15.75	1	299.25
Tree Trimming	22	EA	\$100.00	2	1,100.00
Irrigation Repairs & Replacement Fund	5,751	SF	\$0.06	5	69.01
Irrigation Controller Replacement Fund	1	EA	\$7,500.00	10	750.00
Mulch	54	CY	\$30.00	2	810.00
6" Mow Curb	780	LF	15.75	20	<u>614.25</u>
Subtotal					\$6,748.05
Incidentals					<u>\$1,349.60</u>
Total Costs					<u>\$8,097.65</u>

*** 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 \$4,048.83.

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 168, 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 168, as shown on the Diagram, enclosed herein as Part 4.

The area within BZ 168 specifically benefits from the maintenance of improvements described above. DPR 20-00017 is conditioned for the improvements as a requirement for development.

The method of assessment is based on units, with one benefit unit assigned to each acre within Benefit Zone 168, for a total of 5 benefit units. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities within Benefit Zone 168 is equal to \$1,619.53 per benefit unit. The Benefit Units assigned and the corresponding current maximum annual assessment, per Parcel within Benefit Zone 168, are listed as follows:

<u>Parcel</u>	<u>Taxable Acreage/ Benefit Units</u>	<u>Maximum Annual Assessment</u>
302-030-010	5.00	\$8,097.65
Total	5.00	\$8,097.65

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 DPR 20-00017. Said boundary is designated as "Diagram of Annexation of DPR 20-00017 to Benefit Zone 168, 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.

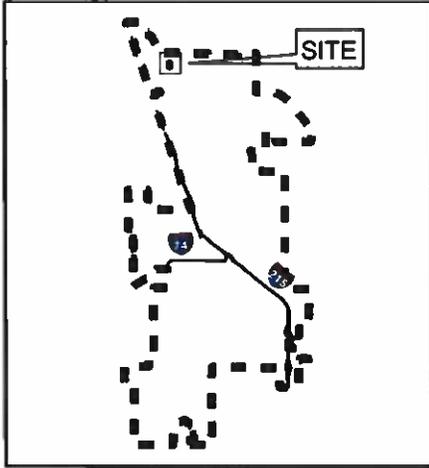
**Assessment Roll
Annexation of DPR 20-00017
To Benefit Zone 168,
Landscape Maintenance District No. 1, City of Perris**

<u>Assessment Number</u>	<u>Description</u>	<u>Assessor Parcel Numbers</u>	<u>Estimated Annual Assessment</u>	<u>Fiscal Year 2022/2023</u>
1	DPR 20-00017	302-030-010	<u>\$8,097.65</u>	\$0.00
Total			\$8,097.65	\$0.00

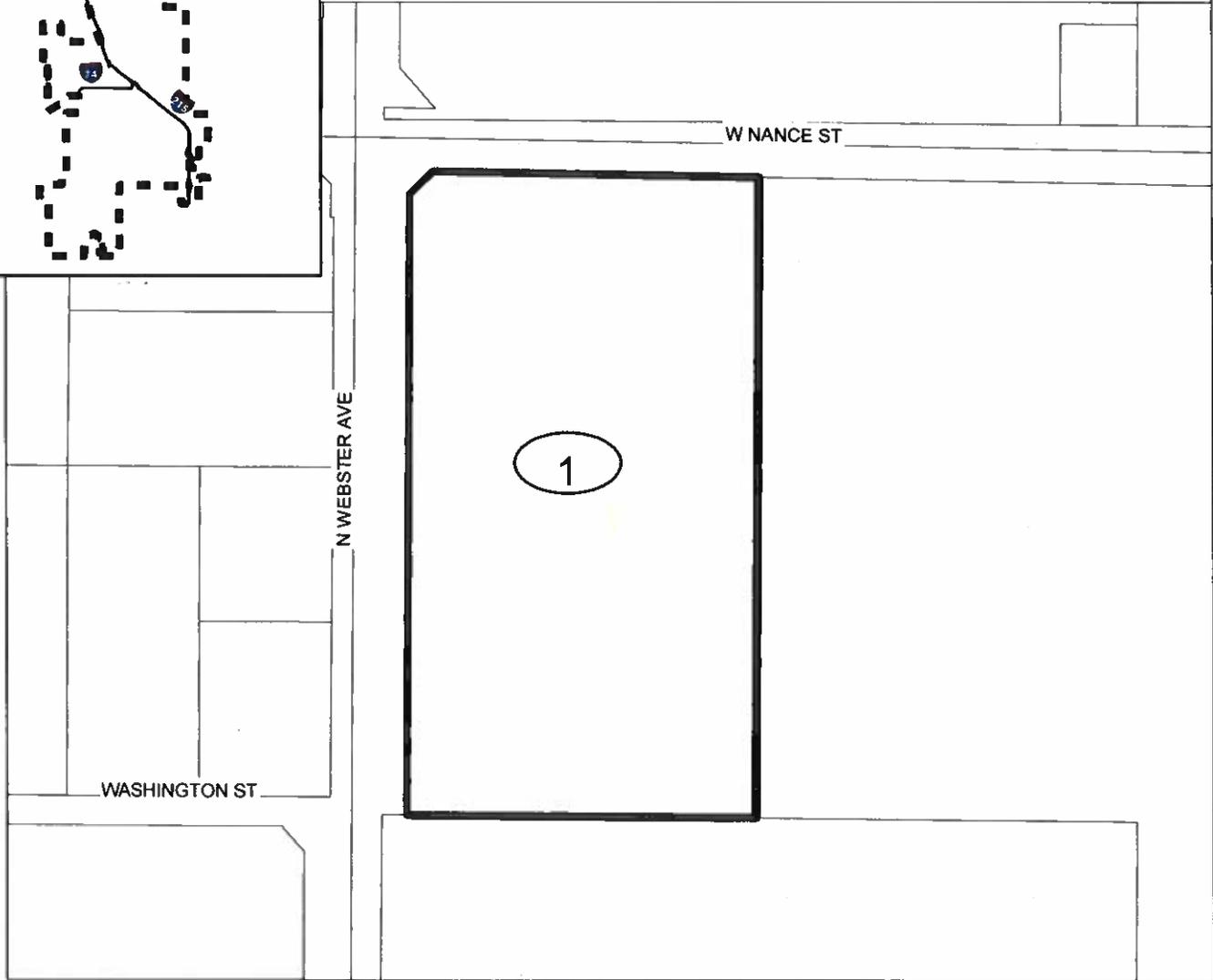
Each year the current maximum annual assessment shall be increased by an amount equal to the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics. If a deficit is projected for the upcoming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

DIAGRAM OF ANNEXATION OF DPR 20-00017 TO BENEFIT ZONE 168 LANDSCAPE MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-030-010



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: 6/15/2020


Signature Katrina DeArmey, Manager

List Property Owner Name and Mailing Address

Nance & Webster JP-KND2, LLC
450 Newport Center Dr., Suite 405
Newport Beach, CA 92660

Please have notarized

Attachment 1-3

ACKNOWLEDGMENT

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

State of California
County of orange

On June 15, 2022 before me, Nhung Mai, Notary Public
(insert name and title of the officer)

personally appeared Katrina DeArmy
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  (Seal)

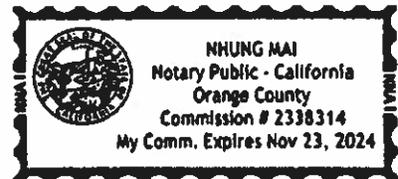


EXHIBIT A

LEGAL DESCRIPTION

**PARCEL 1 OF PARCEL MAP 23930 AS SHOWN BY MAP ON FILE IN BOOK 179, PAGES 70 AND 71 OF
PARCEL MAP, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA**

PARCEL # 302303010

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 DPR 20-00017 TO BENEFIT ZONE 168, 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 168 therein (hereinafter referred to as the "Benefit Zone 168"); and

WHEREAS, on the 31st 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 Act in connection with the annexation of DPR 20-00017 to Benefit Zone 168; 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 31st 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 31st 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 168, 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 168, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 20-00017 TO BENEFIT ZONE 168, 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 MARCH 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 168 therein (hereinafter referred to as the "Benefit Zone 168"); 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 31st 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 168 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 DPR 20-00017 to Benefit Zone 168 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 DPR 20-00017. The landscaping, irrigation, and appurtenances to be maintained are the parkways along Nance Street and Webster Avenue along the frontage of DPR 20-00017.

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 DPR 20-00017 to Benefit Zone 168, 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 DPR 20-00017 to Benefit Zone 168, 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 \$1,619.53 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 March 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 31st day of January, 2023.

Mayor, Michael M. Vargas

ATTEST:

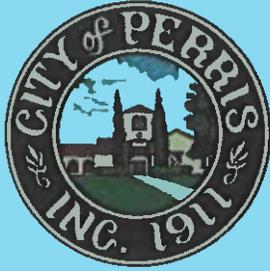
City Clerk, Nancy Salazar

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 31st 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 31, 2023

SUBJECT: Annexation of DPR 20-00017 to Flood Control Maintenance District No. 1 (FCMD 1)
 Owner(s): Nance & Webster JP-KND2
 APN(s): 302-030-010, located at the southeast corner of Nance Street and Webster Avenue
 Project: DPR 20-00017- Industrial Building

REQUESTED ACTION: Adoption of Resolution of Intention to Annex DPR 20-00017 to Flood Control Maintenance District No. 1 and set a public hearing date of March 28, 2023

CONTACT: Stuart McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION: DPR 20-00017 is a construction of a 109,229 square foot industrial building on five acres located at the southeast corner of Nance Street and Webster Avenue within the General Industrial zone of the Perris Valley Commerce Center Specific Plan. (See attached Boundary Map).

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

The improvements to be maintained under Benefit Zone 133 includes on-site flood control facilities with connections to off-site public facilities for overflow. The off-site improvements to be maintained under Benefit Zone 133 ("BZ133") include 24-inch and 30-inch reinforced concrete (RCP) storm drain pipes, 2 catch basins, and appurtenances located within the public right-of-way. Improvements are to be maintained by Benefit Zone 133 in perpetuity.

These pipes connect to the Perris Valley Line E and downstream facilities along Indian Avenue to the Perris Valley Storm Drain Channel. BZ133's share of these facilities is based on its area as a percentage of the tributary area of Line E within the City of Perris. Based on this calculation, BZ133 will contribute 10% for the facilities on Nance Street and 0.46% for the remaining downstream facilities.

BUDGET (or FISCAL) IMPACT: The maximum annual assessment is \$1,489.15. Each year the current maximum annual assessment shall be increased by an amount equal to the Consumer

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

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

Deputy City Manager ER

Attachments:

1. Vicinity Map
2. Engineer's Report
3. Resolution of Intention to Annex DPR 20-00017 to Flood Control MD No. 1

Consent: x

Public Hearing:

Business Item:

Presentation:

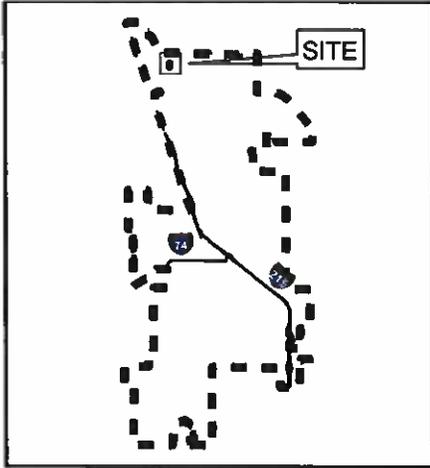
Other:

Attachment No. 1

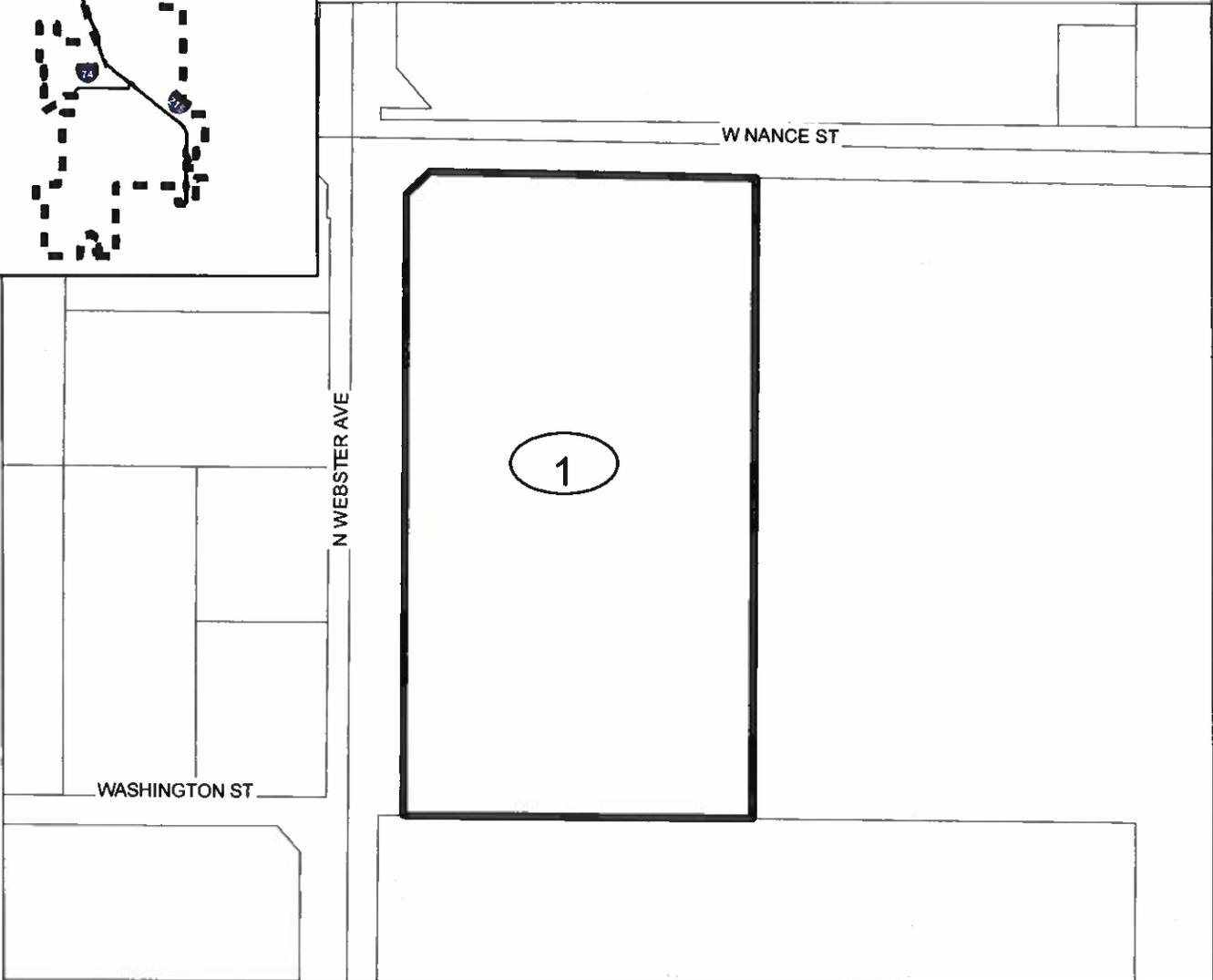
Vicinity Map

DIAGRAM OF ANNEXATION OF DPR 20-00017 TO BENEFIT ZONE 133 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-030-010



Attachment No. 2

Engineer's Report

AGENCY: City of Perris

**PROJECT: Annexation of DPR 20-00017
To Benefit Zone 133, Flood Control Maintenance District No. 1**

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

REPORT PURSUANT TO "BENEFIT ASSESSMENT ACT OF 1982"

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

**"Annexation of DPR 20-00017
To Benefit Zone 133, Flood Control Maintenance District No. 1"**

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

Executed this 31st 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 the 28th day of March, 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 31st day of January, 2023.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. A General Description of the flood control improvements to be maintained includes facilities that will accommodate the storm flow and protect DPR 20-00017 from inundation. These public improvements channel, contain and convey the storm flow away from the property and towards the Perris Valley Storm Drain Channel.

The project has on-site flood control facilities with connections to off-site public facilities for overflow. The off-site improvements to be maintained under Benefit Zone 133 ("BZ133") include 24-inch and 30-inch reinforced concrete (RCP) storm drain pipes, 2 catch basins, and appurtenances located within the public right-of-way. Improvements are to be maintained by Benefit Zone 133 in perpetuity.

These pipes connect to the Perris Valley Line E and downstream facilities along Indian Avenue to the Perris Valley Storm Drain Channel. BZ133's share of these facilities is based on its area as a percentage of the tributary area of Line E within the City of Perris. Based on this calculation, BZ133 will contribute 10% for the facilities on Nance Street and 0.46% for the remaining downstream facilities.

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

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

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

- "City of Perris Nance Industrial Par 2/ Pm 23930 Street Improvement Plans Webster Avenue," prepared by SDH and Associates Inc..

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

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

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

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
Catch Basins	2	EA	\$178.00	\$356.00
24" Storm Drain Pipe	29.99	LF	\$4.25	127.46
30" Storm Drain Pipe	74.28	LF	\$4.25	315.69
Line E (10%)				296.69
Downstream Facilities (0.83%)				145.10
Subtotal				\$1,240.94
Incidentals				\$248.21
Grand total				\$1,489.15

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

Zero costs will be assessed to Benefit Zone 133 for the fiscal year commencing July 1, 2022 to June 30, 2023.

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

The storm drainage facilities will accommodate the storm flow specifically impacting Benefit Zone 133. These improvements specifically benefit the area within the annexation; and, the improvements were required for the approval of, and as of consequence of, development of this area.

The method of assessment is based on units, with one benefit unit assigned to each acre within Benefit Zone 133 for a total of 5 benefit units. The current maximum annual assessment, under Benefit Zone 133, reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities, is equal to \$297.83 per Benefit Unit, as follows:

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

$$\frac{\$1,489.15}{5 \text{ Benefit Units}} = \$297.83 \text{ per Benefit Unit}$$

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

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

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January. A 6-month tax roll reserve for the current maintenance of the flood control facilities and incidental costs is estimated to be \$744.57.

PART 5. **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with DPR 20-00017. Said boundary is designated as "Diagram of Annexation of DPR 20-00017 to Benefit Zone 133, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

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

Assessment Roll

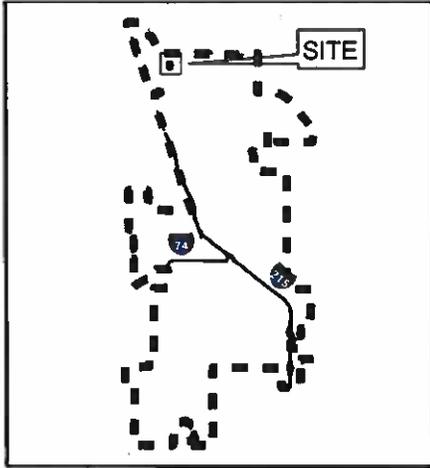
**Annexation of DPR 20-00017
To Benefit Zone 133,
Flood Control Maintenance District No. 1, City of Perris**

<u>Benefit Zone / Assessment Number</u>	<u>Description</u>	<u>Assessor Parcel Number</u>	<u>Estimated Annual Assessment</u>	<u>Fiscal Year 2022/2023</u>
133	DPR 20-00017	302-030-010	\$1,489.15	\$0.00
	Total		\$1,489.15	\$0.00

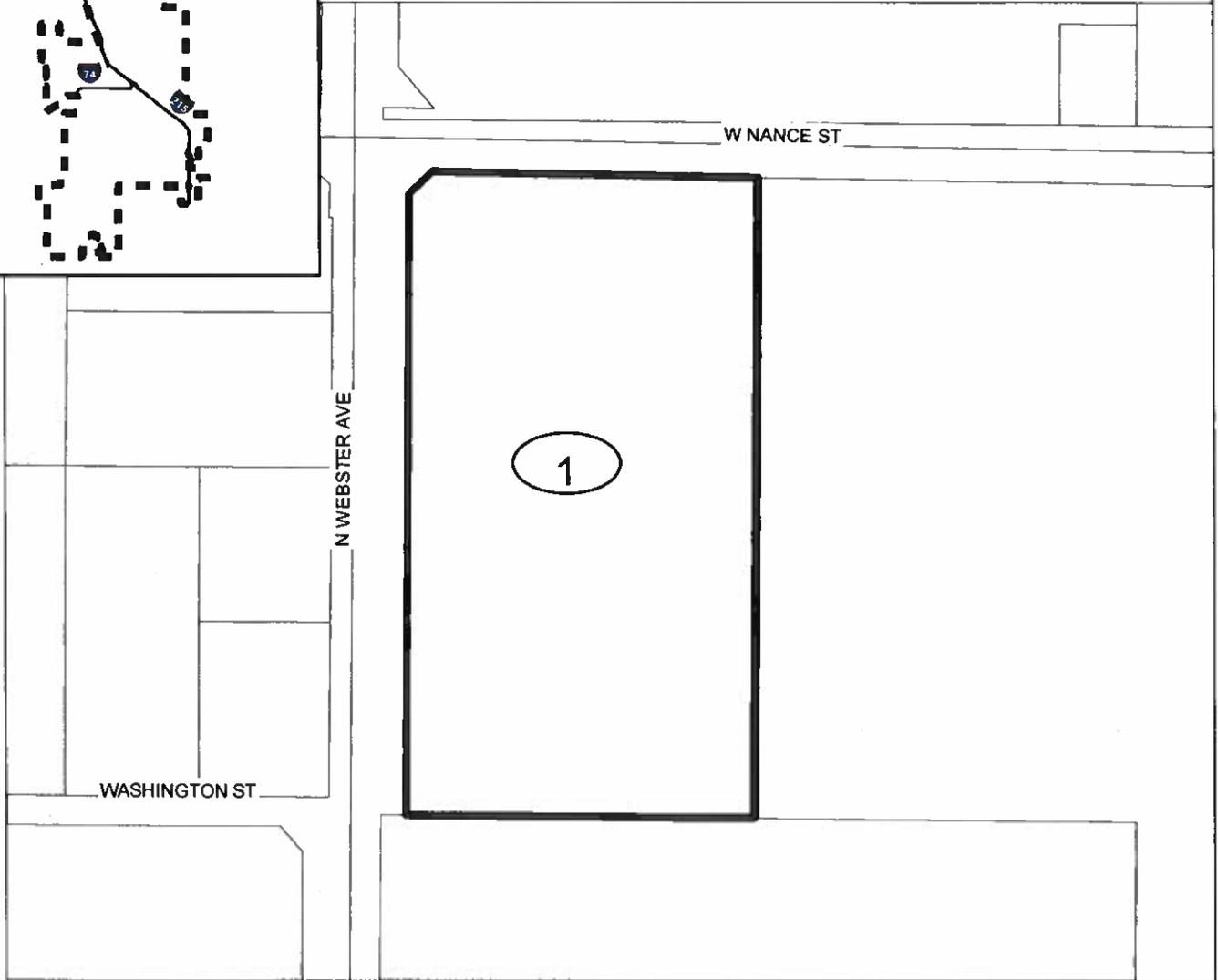
Each year the current maximum annual assessment shall be increased by an amount equal to the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics. If a deficit is projected for the upcoming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

DIAGRAM OF ANNEXATION OF DPR 20-00017 TO BENEFIT ZONE 133 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-030-010



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

ACKNOWLEDGMENT

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

State of California

County of Orange

On June 15, 2022 before me, Nhung Mai, Notary Public
(insert name and title of the officer)

personally appeared Katrina DeArney
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  (Seal)

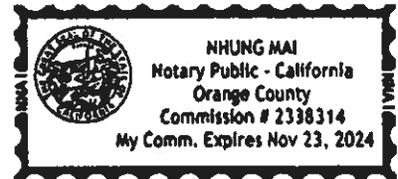


EXHIBIT A

LEGAL DESCRIPTION

**PARCEL 1 OF PARCEL MAP 23930 AS SHOWN BY MAP ON FILE IN BOOK 179, PAGES 70 AND 71 OF
PARCEL MAP, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA**

PARCEL # 302303010

Attachment No. 3

Resolution of Intent

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF DPR 20-00017 TO BENEFIT ZONE 133, 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 MARCH 28, 2023

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain flood control and drainage improvements within the boundaries of DPR 20-00017 through the levy of benefit assessments pursuant to the provisions of Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code commonly known as the "Benefit Assessment Act of 1982", (the "Act"); and

WHEREAS, Nance & Webster JP-KND2 (the "Owner") has presented signed petitions to the City Council requesting the annexation of DPR 20-00017 to a benefit assessment district to finance the maintenance of those certain drainage and flood control improvements permitted pursuant to Sections 54710 and 54710.5 of the Act (the "Improvements") which benefit properties within DPR 20-00017; and

WHEREAS, the City Council now proposes to levy benefit assessments under the provisions of the Act to insure continued financing to maintain the Improvements pursuant to the Act, all for the benefit of parcels within DPR 20-00017 and

WHEREAS, to accomplish such purposes, the City Council proposes to annex DPR 20-00017 to Benefit Zone 133, Flood Control Maintenance District No. 1.

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

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

Section 2. Maintenance of the improvements will be of direct benefit to parcels within DPR 20-00017 which are hereby declared to be the properties benefited by the Improvements and to be assessed to pay the cost and expenses thereof. The area of benefit shall be all that part of the City within the boundaries shown on the map entitled "Diagram of Annexation of DPR 20-00017 to Benefit Zone 133, Flood Control Maintenance District Number 1" on file in the office of the City Clerk of the City of Perris, California.

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

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

Section 4. On the 28th day of March, 2023, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, the City Council will conduct a Protest Hearing at which time any and all persons having any objections to the work or extent of the annexation to the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

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

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 31st day of January, 2023.

Mayor, Michael M. Vargas

ATTEST:

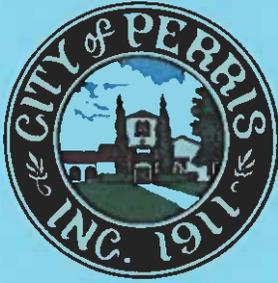
City Clerk, Nancy Salazar

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 31st 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 31, 2023

SUBJECT: Annexation of parcels into CFD 2018-02 (Public Services District)
 – Annexation No. 17
 Owner(s): Nance & Webster JP-KND2
 APN(s): 302-030-010, located at the southeast corner of Nance Street and Webster Avenue
 Project: DPR 20-00017- Industrial Building

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

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

DPR 20-00017 is a construction of a 109,229 square foot industrial building on five acres located at the southeast corner of Nance Street and Webster Avenue within the General Industrial zone of the Perris Valley Commerce Center Specific Plan. (See attached Boundary Map).

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

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

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

BUDGET (or FISCAL) IMPACT:

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

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager LB

Deputy City Manager ER

Attachments:

1. Boundary Map
2. Perris CFD 2018-02 Annexation No. 17 Resolution of Intention

Consent: x

Public Hearing:

Business Item:

Presentation:

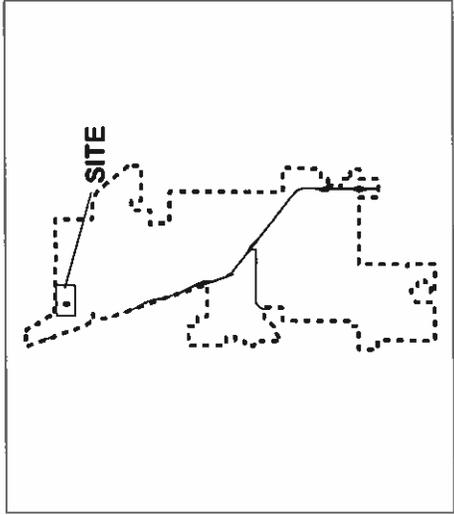
Other:

ATTACHMENT 1

BOUNDARY MAP

ANNEXATION MAP NO. 17 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	302-030-010

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

CITY CLERK _____
CITY OF PERRIS

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

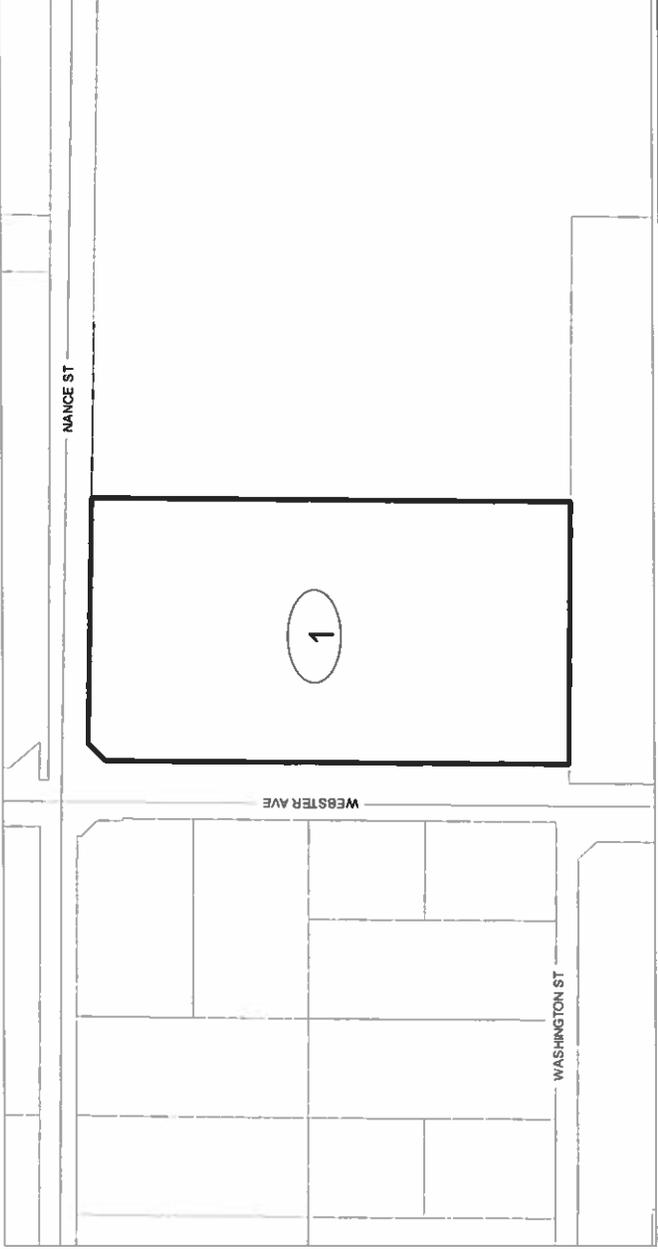
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY COUNTY RECORDER _____
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 25, 2018, IN BOOK 83 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 28 AS INSTRUMENT NUMBER 2018-0421848.

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

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



Legend

- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



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



ATTACHMENT 2

**PERRIS CFD 2018-02 ANNEXATION NO. 17
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. 17]

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. 17 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 28th day of March, 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 31st 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 31st 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**

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

b. Multiple Land Use Classes

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

c. Increase in the Maximum Special Tax

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

2. Non-Taxable Property

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

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

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

E. EXEMPTIONS

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

F. APPEALS AND INTERPRETATIONS

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

RESOLUTION NUMBER XXXX

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

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

G. MANNER OF COLLECTION

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

H. FUTURE ANNEXATIONS

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

I. TERM OF SPECIAL TAX

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

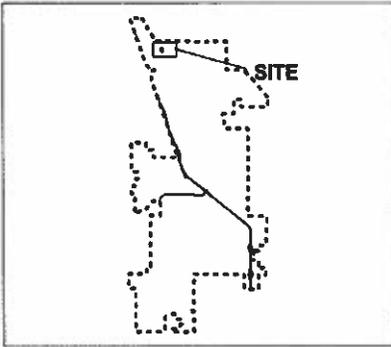
Exhibit B

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

BOUNDARY MAP

SHEET 1 OF 1

VICINITY MAP



ANNEXATION MAP NO. 17 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-030-010

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. 17 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 _____ BY BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT (SAY 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

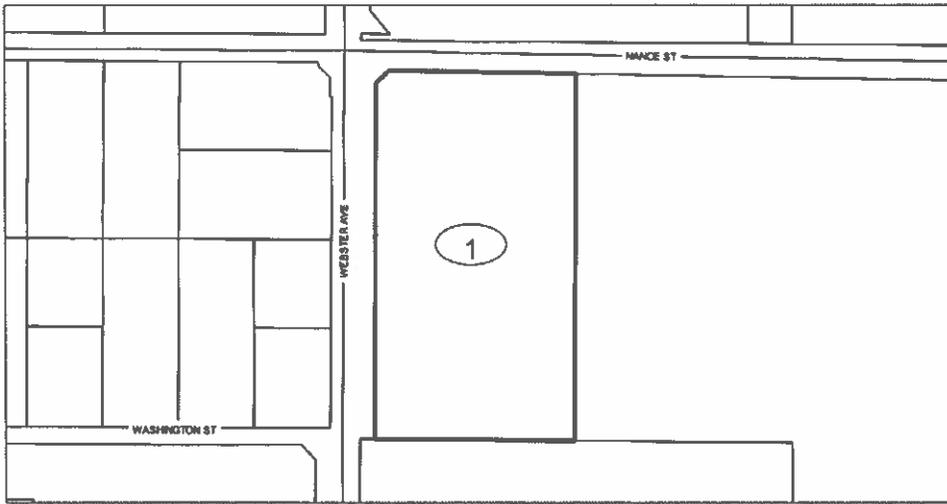
THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

-  MAP REFERENCE NUMBER
-  CITY OF PERRIS BOUNDARY



WILLDAN
2738 VIA INDUSTRIAL, SUITE 4200
TEMECULA, CA 92590
(951) 987-3000





CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 31, 2023

SUBJECT: Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 54
 Owner(s): Nance & Webster JP-KND2
 APN(s): 302-030-010, located at the southeast corner of Nance Street and Webster Avenue
 Project: DPR 20-00017- Industrial Building

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

CONTACT: Matthew Schenk, Director Finance

BACKGROUND/DISCUSSION: DPR 20-00017 is a construction of a 109,229 square foot industrial building on five acres located at the southeast corner of Nance Street and Webster Avenue within the General Industrial zone of the Perris Valley Commerce Center Specific Plan. (See attached Boundary Map).

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

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

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

Deputy City Manager ER

Attachments:

1. Boundary Map
2. Perris CFD 2001-3 Annexation No. 54 Resolution of Intention

Consent: x

Public Hearing:

Business Item:

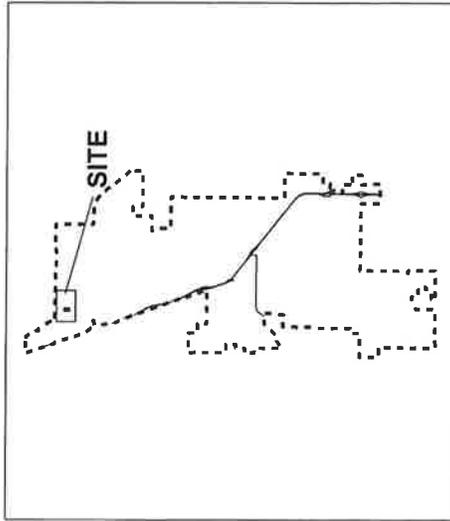
Presentation:

Other:

ATTACHMENT 1
BOUNDARY MAP

ANNEXATION MAP NO. 54 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	302-030-010

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

CITY CLERK
CITY OF PERRIS

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

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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

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

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



Legend

- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



27368 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 387-3500

ATTACHMENT 2
RESOLUTION OF INTENTION

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF 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. 54]

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. 54 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 28th day of March 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 31st 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 31st 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

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

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

E. SETTING THE ANNUAL SPECIAL TAX LEVY

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

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

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

F. ADMINISTRATIVE CHANGES AND APPEALS

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

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

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

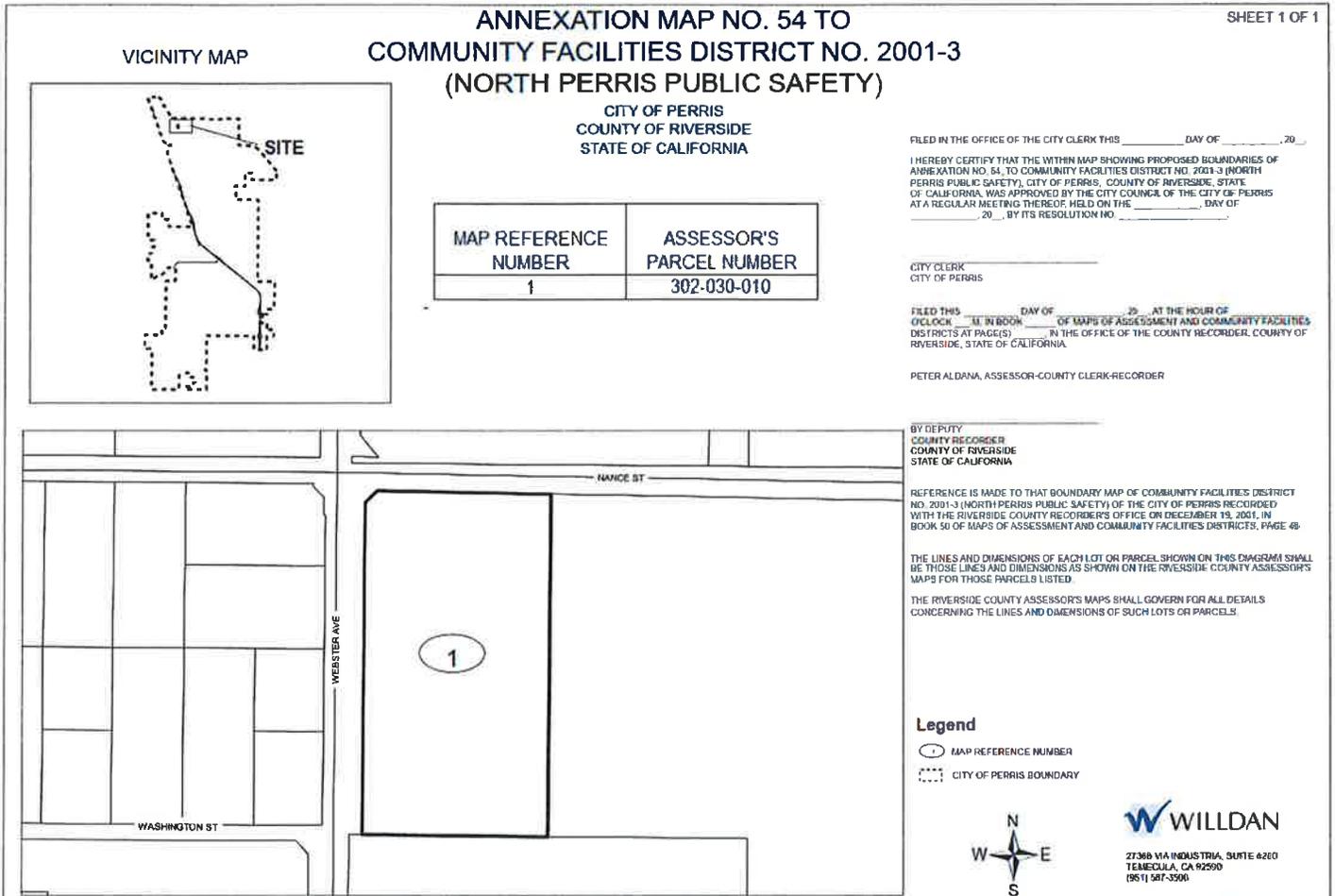
G. MANNER OF COLLECTION

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

Exhibit B

**COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 54**

BOUNDARY MAP





CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 31, 2023

SUBJECT: Compliance with developer fee reporting requirements of Section 66006 (AB 1600) of the Government Code.

REQUESTED ACTION: To receive and file AB 1600 report for the fiscal year ended June 30, 2022 and adopt resolution to reaffirm the necessity of developer fees

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

California Government Code Section 66000 et seq., also known as AB1600, became effective in 1989.

To meet compliance requirements of AB1600, the City must

- a. Spend or commit development impact fees within five years of collecting them; or
- b. Adopt a resolution that makes a finding that there remains a reasonable relationship between the current need for the fees and the purpose for which they were originally proposed.

The City collects development impact fees as described in attachment #1 to this report. For the year ended June 30, 2022, the City has spent or committed all development impact fees within five years of collection and last adopted a resolution on January 10, 2017 to reaffirm the necessity of developer fees.

AB1600 also requires that the City make available to the public a report on developer fees within 180 days of the close of the fiscal year. The required report consists of a brief description of the fee type in the account or fund, the amount of the fee, the beginning and ending balance of the account or fund, the amount of fees collected and the interest earned. This information is contained in attachments #1 and #2 to this report.

BUDGET (or FISCAL) IMPACT:

No fiscal impact.

Prepared by: Adrienne Morales, Accounting Supervisor

REVIEWED BY:

City Attorney _____

Assistant City Manager WB

Deputy City Manager ER

Attachments:

1. Development Impact Fee Descriptions
2. Development Impact Fee Summary
3. Resolution to Reaffirm the Necessity of Developer Fees

Consent: x

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

DEVELOPMENT IMPACT FEE DESCRIPTIONS

CITY OF PERRIS

Development Impact Fee Descriptions

Community Amenities:

Fees collected for payment of the estimated and actual costs of acquiring and constructing additional public facilities and improving existing public facilities to meet demand of future development.

Police:

Fees collected for payment of the estimated and actual costs of acquiring and/or constructing additional law enforcement facilities, purchase additional support equipment and vehicles for increased staff associated with future development.

Fire:

Fees collected for payment of the estimated and actual costs of acquiring and/or constructing additional Fire Department enforcement facilities, purchase additional support equipment and vehicles for increased staff associated with future development.

Parks:

Fees collected for the payment of the estimated and actual costs of acquiring land, and designing and constructing parks and recreational facilities on land acquired for park and recreational purposes associated with future development.

Non-Residential Industrial Parks:

Fees collected from industrial developers for the payment of the estimated and actual costs of acquiring land, and designing and constructing parks and recreational facilities on land acquired for park and recreational purposes associated with future development that will assist in costs not covered by parks DIF.

Library:

Fees collected for the payment of the estimated and actual costs of acquiring and/or constructing and improving library facilities associated with future development.

Transportation:

Fees collected for the payment of estimated and actual costs of acquiring additional right of ways for new public street improvements and acquiring and installing new traffic control systems and improving the existing street networks and traffic control systems to accommodate the increase in traffic demands associated with future development.

Government Services:

Fees collected for the payment of estimated and actual costs of acquiring and/or constructing and improving additional general government and public maintenance services facilities associated with future development.

Administration:

Fees collected for the payment of actual or estimated costs of staff time associated with fee collection, maintenance of funds into which the fees are deposited, and preparation of the annual reports required per the Government Code.

Public Improvements:

Fees collected for the payment of actual or estimated costs of acquiring, installing or constructing public facilities and other appropriate costs to mitigate the direct and cumulative impacts associated with future development.

Public Art:

Fees collected for the payment of estimated and actual costs of establishing public art projects throughout the city and to provide art enrichment related activities for the community.

North Perris Road and Bridge Benefit District:

Fees collected for the payment of estimated and actual costs of specific regional road and bridge improvements to accommodate the increase in traffic demands associated with future development within the boundaries of the District.

ATTACHMENT 2

DEVELOPMENT IMPACT FEE SUMMARY

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2018 to FY 2022**

COMMUNITY AMENITIES & DA Fee

	2018	2019	2020	2021	2022
Fund Balance, July 1	\$ 2,997,612	\$ 1,553,168	\$ 614,293	\$ 699,308	\$ 932,208
Revenue:					
Fees	(454,851)	(383,379)	160,622	373,161	512,316
Interest	6,841	14,703	16,695	1,871	(27,091)
Total	<u>2,549,602</u>	<u>1,184,492</u>	<u>791,610</u>	<u>1,074,339</u>	<u>1,417,433</u>
Expenditures					
Fire Station	-	-	-	-	-
Goetz Road Intersections	17,739	-	-	(31,166)	-
Campus Signs	-	-	-	-	82,291
City Hall Demolition of Bldgs	-	-	-	-	-
Library Adjacent Land Purchase	(1,305)	-	-	-	-
Stater Building Renovation	621,920	578,080	-	-	-
Park Restrooms	-	-	-	-	-
Perris Valley S.D. Channel Trail	332,354	-	-	-	-
Perris Valley S.D. Channel Trail PhII	25,726	(7,881)	13,420	27,211	13,852
Enchanted Heights Park	-	-	4,112	-	-
City Building Improvements	-	-	74,771	146,087	-
Senior Center Reno Phs III	-	-	-	-	-
101 N D Street	-	-	-	-	1,624
11 S. D Street	-	-	-	-	45,000
Land Purchase-McCaferty Lnd Don	-	-	-	-	34,988
Total	<u>996,435</u>	<u>570,199</u>	<u>92,303</u>	<u>142,131</u>	<u>177,755</u>
Account Balance, June 30	<u>\$ 1,553,168</u>	<u>\$ 614,293</u>	<u>\$ 699,308</u>	<u>\$ 932,208</u>	<u>\$ 1,239,678</u>

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2018 to FY 2022**

POLICE

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fund Balance, July 1	\$ 44,301	\$ 46,271	\$ 53,651	\$ 63,636	\$ 83,490
Revenue:					
Fees	1,864	6,188	8,473	19,679	27,315
Interest	105	1,192	1,512	175	(2,461)
Total	<u>46,271</u>	<u>53,651</u>	<u>63,636</u>	<u>83,490</u>	<u>108,343</u>
Expenditures					
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, June 30	<u>\$ 46,271</u>	<u>\$ 53,651</u>	<u>\$ 63,636</u>	<u>\$ 83,490</u>	<u>\$ 108,343</u>

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2018 to FY 2022**

FIRE

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fund Balance, July 1	\$ 526,888	\$ 539,412	\$ 591,073	\$ 659,146	\$ 781,780
Revenue:					
Fees	11,280	37,714	51,921	120,617	166,099
Interest	1,243	13,947	16,153	2,018	(22,440)
Total	<u>539,412</u>	<u>591,073</u>	<u>659,146</u>	<u>781,780</u>	<u>925,440</u>
Transfers Out					
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers In: None	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures					
Fire Station - North Perris	-	-	-	-	-
Fire Station with Alarm System	-	-	-	-	-
Land for New Fire Station	-	-	-	-	-
Fire Engine Ladder Truck	-	-	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, June 30	<u>\$ 539,412</u>	<u>\$ 591,073</u>	<u>\$ 659,146</u>	<u>\$ 781,780</u>	<u>\$ 925,440</u>

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2018 to FY 2022**

PARKS

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fund Balance, July 1	\$ (435,440)	\$ (336,274)	\$ 279,322	\$ 1,365,644	\$ 1,199,530
Revenue:					
Fees	92,808	617,762	1,092,504	687,002	1,705,621
Interest	(24)	(2,166)	19,459	(5,053)	(50,013)
Total	<u>(342,656)</u>	<u>279,322</u>	<u>1,391,286</u>	<u>2,047,592</u>	<u>2,855,137</u>
Expenditures					
Perris Valley Storm Channel	55,632	-	-	-	-
Enchanted Heights Park	-	-	25,642	38,006	(58,863)
Morgan Street Park	-	-	-	810,056	42,923
MSHCP Land Xsfr	(62,014)	-	-	-	-
Total	<u>(6,382)</u>	<u>-</u>	<u>25,642</u>	<u>848,062</u>	<u>(15,940)</u>
Fund Balance, June 30	<u>\$ (336,274)</u>	<u>\$ 279,322</u>	<u>\$ 1,365,644</u>	<u>\$ 1,199,530</u>	<u>\$ 2,871,077</u>

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2018 to FY 2022**

NON RESIDENTIAL PARKS INDUSTRIAL DIF

	2018	2019	2020	2021	2022
Fund Balance, July 1	\$ -	\$ 2,165,755	\$ 4,380,850	\$ 3,486,494	\$ 3,325,212
Revenue:					
Fees	2,344,810	2,929,675	1,601,821	2,247,545	2,471,991
Interest	2,209	97,234	126,285	(4,045)	(107,127)
Total	<u>2,347,019</u>	<u>5,192,665</u>	<u>6,108,955</u>	<u>5,729,994</u>	<u>5,690,076</u>
Expenditures					
Dog Parks	-	11,500.00	62,620.00	-	-
Linear Park Lighting	20,474	382,488	-	-	-
Perris Valley S.D. Channel	160,789	6,857	-	-	-
Enchanted Heights Park	-	306,723	125,850	-	(215,581)
Morgan Street Park	-	23,500	185,727	2,228,680	(14,966)
Senior Center Renovation PH 3	-	72,472	77,528	-	-
Goetz Park	-	8,275	2,095,379	97,943	-
Copper Creek Park	-	-	47,060	2,809	90
Banta Beatty Park	-	-	-	432	-
Parks & Recreation Master Plan	-	-	28,297	74,918	16,784
Total	<u>181,263</u>	<u>811,815</u>	<u>2,622,461</u>	<u>2,404,782</u>	<u>(213,673)</u>
Fund Balance, June 30	<u>\$ 2,165,755</u>	<u>\$ 4,380,850</u>	<u>\$ 3,486,494</u>	<u>\$ 3,325,212</u>	<u>\$ 5,903,749</u>

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2018 to FY 2022**

LIBRARY

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fund Balance, July 1	\$ 315,666	\$ 283,011	\$ 271,724	\$ 279,214	\$ 248,308
Revenue:					
Fees	-	-	-	25,000	-
Interest	740	6,673	7,150	1,024	(6,771)
Total	<u>316,407</u>	<u>289,683</u>	<u>278,874</u>	<u>305,238</u>	<u>241,537</u>
Expenditures					
Cesar Chavez Library	33,396	17,959	(340)	340	-
Library Property Expansion	-	-	-	-	-
Library Donation	-	-	-	25,000	-
Perris Bank Improvements	-	-	-	31,590	-
Total	<u>33,396</u>	<u>17,959</u>	<u>(340)</u>	<u>56,930</u>	<u>-</u>
Fund Balance, June 30	<u>\$ 283,011</u>	<u>\$ 271,724</u>	<u>\$ 279,214</u>	<u>\$ 248,308</u>	<u>\$ 241,537</u>

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2018 to FY 2022**

TRANSPORTATION

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fund Balance, July 1	\$ 9,363,059	\$ 9,736,910	\$ 10,716,276	\$ 11,305,800	\$ 12,442,903
Revenue:					
Fees	404,092	872,850	699,864	1,382,940	1,152,073
Interest	22,012	249,248	289,479	36,438	(351,640)
Total	<u>9,789,164</u>	<u>10,859,009</u>	<u>11,705,620</u>	<u>12,725,179</u>	<u>13,243,336</u>
Expenditures					
Annual Slurry Seal Program	-	-	-	-	-
Case Road Bridges	-	-	-	-	10,800
D Street Renovations	4,140	46,594	210,448	5,007	394
Goetz Rd Improvements	-	-	11,603	-	27,399
Perris Blvd. Pavement Rehab over I-215	40,963	-	-	-	-
Perris Blvd. Widening Phs II - 4th to 11th	-	-	-	-	-
Placentia Interchange	1,587	9,150	12,353	13,991	244
Misc. Flood Control Improvements	-	1,398	-	-	-
Perris Blvd Corridor Safety Improvements	-	863	110,753	12,554	8,492
Citywide Safety Improvements	-	3,668	4,375	184,667	24,559
San Jacinto Connection	-	-	3,563	10,463	88,983
Morgan Park Phs 2.1 Connector	-	-	-	44,969	7,185
Frontage Rd (Near Plaza De Perris)	-	-	-	-	526,217
Perris Blvd/Nuevo Rd Drainage	-	-	-	4,276	6,560
Wilson St & Orange Ave Improvements	-	-	-	-	-
Traffic Signal: Redlands/San Jacinto	-	-	27,921	44	-
Traffic Signal: Redlands/Jarvis	-	7,500	1,910	110	31
Traffic Signal: Redlands/Citrus	-	7,656	1,788	110	-
Traffic Sig: Ethanac Rd/Case Rd Sig Mod	-	-	14,220	6,833	5,936
Traffic Studies & Reports	5,564	65,904	888	(748)	-
Traffic Signal: Mapes & Trumble	-	-	-	-	-
Traffic Signal:Orange Ave/Perris Blvd	-	-	-	-	-
Total	<u>52,254</u>	<u>142,732</u>	<u>399,819</u>	<u>282,275</u>	<u>706,799</u>
Fund Balance, June 30	<u>\$ 9,736,910</u>	<u>\$ 10,716,276</u>	<u>\$ 11,305,800</u>	<u>\$ 12,442,903</u>	<u>\$ 12,536,537</u>

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2018 to FY 2022**

GOVERNMENT SERVICES

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fund Balance, July 1	\$ 661,329	\$ 454,978	\$ 350,941	\$ 444,355	\$ 418,994
Revenue:					
Fees	7,640	59,977	82,605	191,919	264,055
Interest	1,078	9,033	10,209	2,054	(13,229)
Total	<u>670,048</u>	<u>523,988</u>	<u>443,755</u>	<u>638,329</u>	<u>669,820</u>
Expenditures:					
Harley Knox Building Improvements	211,492	(2)	(600)	600	-
Frontier Downtown Parking Lot	3,578	152,999	-	-	-
Statler Bldg Renovation	-	1,550	-	-	-
City Building Improvements	-	-	-	218,735	-
Community Services NEOP	-	18,500	-	-	-
IT Studio Conversion (Senior Cntr)	-	-	-	-	-
Senior Center Reno Phs III	-	-	-	-	-
Total	<u>215,069</u>	<u>173,047</u>	<u>(600)</u>	<u>219,335</u>	<u>-</u>
Fund Balance, June 30	<u>\$ 454,978</u>	<u>\$ 350,941</u>	<u>\$ 444,355</u>	<u>\$ 418,994</u>	<u>\$ 669,820</u>

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2018 to FY 2022**

ADMINISTRATION

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fund Balance, July 1	\$ 39,615	\$ 40,889	\$ 45,293	\$ 50,630	\$ 60,321
Revenue:					
Fees	1,180	3,372	4,097	9,536	16,142
Interest	94	1,032	1,240	155	(1,744)
Total	<u>40,889</u>	<u>45,293</u>	<u>50,630</u>	<u>60,321</u>	<u>74,719</u>
Expenditures:					
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, June 30	<u>\$ 40,889</u>	<u>\$ 45,293</u>	<u>\$ 50,630</u>	<u>\$ 60,321</u>	<u>\$ 74,719</u>

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2018 to FY 2022**

PUBLIC IMPROVEMENTS

	2018	2019	2020	2021	2022
Fund Balance, July 1	\$ 965,683	\$ 751,754	\$ 230,534	\$ 27,866	\$ 22,655
Revenue:					
Fees	-	-	-	-	10,167
Interest	2,133	15,828	3,695	98	(539)
Total	<u>967,816</u>	<u>767,582</u>	<u>234,229</u>	<u>27,964</u>	<u>32,282</u>
Expenditures:					
City Building Improvements	38,849	27,700	28,849	-	-
City ADA Improvements	23,732	6,500	20,582	5,309	20,605
IT Studio Conversion (Senior Cntr)	-	420,715	76,980	-	-
Senior Center Renovation PH III	-	-	57,558	-	-
Code Building Office Upgrades	73,516	11,484	-	-	-
Fitness Court at Paragon Park	79,965	47,976	-	-	-
Enchanted Heights Park	-	22,674	22,394	-	(6,985)
Park Restrooms	-	-	-	-	-
Total	<u>216,062</u>	<u>537,049</u>	<u>206,363</u>	<u>5,309</u>	<u>13,620</u>
Subtotal: Fees	<u>\$ 751,754</u>	<u>\$ 230,534</u>	<u>\$ 27,866</u>	<u>\$ 22,655</u>	<u>\$ 18,663</u>

	2018	2019	2020	2021	2022
Fund Balance, July 1	\$ 616,666	\$ 947,682	\$ 533,636	\$ 141,586	\$ 142,083
Revenue:					
Bond Proceeds (City CFD Fee)	329,000	180,000	-	-	-
Interest	2,016	24,091	8,486	497	(3,442)
Total	<u>947,682</u>	<u>1,151,773</u>	<u>542,122</u>	<u>142,083</u>	<u>138,642</u>
Expenditures:					
City Building Improvements	-	-	-	-	19,021
City ADA Improvements	-	-	-	-	-
Park Restrooms	-	594,570	399,187	-	-
Green City Farm Phase 2	-	23,566	1,350	-	-
Total	<u>-</u>	<u>618,136</u>	<u>400,537</u>	<u>-</u>	<u>19,021</u>
Subtotal: Bond Proceeds	<u>\$ 947,682</u>	<u>\$ 533,636</u>	<u>\$ 141,586</u>	<u>\$ 142,083</u>	<u>\$ 119,620</u>
Fund Balance, June 30	<u>\$ 1,699,436</u>	<u>\$ 764,170</u>	<u>\$ 169,451</u>	<u>\$ 164,738</u>	<u>\$ 138,283</u>

**City of Perris
 Development Impact Fee Summary
 Revenues and Expenditures
 FY 2018 to FY 2022**

PUBLIC ART

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fund Balance, July 1	\$ -	\$ -	\$ -	\$ 426,128	\$ 1,423,359
Revenue:					
Fees	-	-	426,128	1,011,729	1,212,626
Interest	-	-	-	902	(43,607)
Total	<u>-</u>	<u>-</u>	<u>426,128</u>	<u>1,438,759</u>	<u>2,592,378</u>
Expenditures:					
Art Classes/Mural Proj	-	-	-	15,400	-
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>15,400</u>	<u>-</u>
Fund Balance, June 30	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 426,128</u>	<u>\$ 1,423,359</u>	<u>\$ 2,592,378</u>

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2018 to FY 2022**

GREEN VALLEY PARK FEE
(Richmond and KB Home Park Fees)

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fund Balance, July 1	\$ -	\$ -	\$ -	\$ -	\$ 1,911,294
Revenue:					
Fees	-	-	-	1,908,324	225,192
Interest	-	-	-	2,970	(54,437)
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,911,294</u>	<u>2,082,049</u>
Expenditures:					
Green Valley Park	-	-	-	-	604,578
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>604,578</u>
Fund Balance, June 30	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,911,294</u>	<u>\$ 1,477,471</u>

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2018 to FY 2022**

North Perris Road and Bridge Benefit District

	2018	2019	2020	2021	2022
Fund Balance, July 1	\$28,252,700	\$52,333,367	\$72,128,455	\$78,644,925	\$94,133,175
Revenue:					
Fees	26,940,938	18,514,101	8,973,842	20,850,654	11,098,014
Interest	116,566	1,498,916	2,044,831	108,551	(2,380,895)
Total	<u>55,310,203</u>	<u>72,346,384</u>	<u>83,147,128</u>	<u>99,604,131</u>	<u>102,850,294</u>
Expenditures:					
Operations	-	-	1,139,777	-	-
Harley Knox Interchange	-	-	-	-	226,996.65
Harley Knox Blvd Phase I	2,108	-	-	-	-
Harley Knox Blvd Phase II	-	(224,383)	-	-	-
Harley Knox Blvd Lndscp Btwn Perris Blvd & Redlands	-	-	-	-	-
Nuevo Bridge Widening	2,070	112,836	2,621,194	2,042,418	(228,517)
Redlands Ave Widen. - Ramona to Placentia	1,905	33,648	119,401	58,181	135,601
Perris Blvd Widening I-215 Bridge	2,055,652	(220)	25	-	-
Perris Blvd Widening Phase II - 4th to 11th	-	-	-	-	-
Placentia/I-215 Extension	5,154	103,207	96,463	100,543	2,841,367
Harley Knox Interchange	2,579	8,850	303,342	195,686	-
A Street Widening	5,676	780	24,698	985,411	81,350
Indian Ave Right-of-Way Acquisition	895,000	(165,770)	-	-	-
Perris Blvd Lndscp Between 4th & I215	6,693	-	-	13	-
Ethanac Road-TUMF	-	348,981	175,025	413	250
Goetz Road Improvements	-	-	-	2,081,254	1,040,564
Ethanac Road Lighting - Murrieta to I-215	-	-	-	-	-
Ethanac Road Bridge	-	-	-	-	1,085
Miscellaneous Widening Project	-	-	22,279	6,973	5,346
Placentia Interchange	-	-	-	65	15,135
Traffic Signal - Ramona Crossing Upgrade	-	-	-	-	-
Total	<u>2,976,837</u>	<u>217,928</u>	<u>4,502,203</u>	<u>5,470,956</u>	<u>4,119,176</u>
Fund Balance, June 30	<u>\$52,333,367</u>	<u>\$72,128,455</u>	<u>\$78,644,925</u>	<u>\$94,133,175</u>	<u>\$98,731,118</u>

**City of Perris
Development Impact Fee Summary
Project Summary
as of June 30, 2022**

PROJECT LIST	Projected Total Cost	Development Impact Fee (DIF)	DIF Funded %	Projected Completion
Community Amenities & DA Fee				
101 N D Street	-	-	0%	2023/2024
11 S. D Street	-	-	0%	2023/2024
City Building Improvements	2,418,941.84	363,000.00	15%	Ongoing
Campus Signs	455,424.36	455,424.36	100%	2023/2024
Goetz Road Improvements	13,763,872	297,571	2%	2023/2024
Park Restrooms	993,757	-	0%	Completed
Stater Building Renovation	1,201,550	1,200,000	100%	Completed
Perris Valley S.D. Channel Trail	2,292,433	332,354	14%	Completed
Perris Valley S.D. Channel Trail PhsII	3,204,000	200,000	6%	2023/2024
Enchanted Heights Park	9,589,748	4,112	0%	2022/2023
Senior Center Renovation PH 3	457,888	115,832	25%	Completed
Land Purchase-McCaferty Lnd Don	-	-	0%	2021/2022
	<u>34,377,614</u>	<u>2,968,293</u>		
Library				
Cesar Chavez Library	220,000	220,000	100%	Completed
Cesar Chavez Library Property Expansion	275,444	275,444	100%	Completed
Library Donation	25,000	25,000	100%	2020/2021
Perris Bank Improvements	31,590	31,590	100%	Completed
	<u>582,034</u>	<u>582,034</u>		
Police				
No current Projects	-	-		
	<u>-</u>	<u>-</u>		
Fire				
No current Projects	-	-		
	<u>-</u>	<u>-</u>		
Parks				
Perris Valley Storm Channel	2,292,433	638,704	28%	Completed
Enchanted Heights Park	9,589,748	35,821	0%	2023/2024
Morgan Street Park	6,100,886	865,350	14%	2022/2023
	<u>17,983,067</u>	<u>1,539,875</u>		
Non Residential Industrial Parks				
Linear Park Lighting	402,963	402,963	100%	Completed
Perris Valley S.D. Channel	2,292,433	167,646	7%	Completed
Enchanted Heights Park	9,589,748	407,573	4%	2022/2023
Morgan Street Park	6,100,886	2,425,536	40%	2023/2024
Senior Center Renovation PH 3	457,888	150,000	33%	Completed
Goetz Park	2,200,735	2,200,735	100%	Completed
Copper Creek	1,050,000	50,000	5%	2023/2024
Dog Parks	149,950	74,120	49%	Completed
Banta Beatty Park	40,000	40,000	100%	2024/2025
Parks & Recreation Master Plan	184,000	150,000	82%	2021/2022
	<u>22,468,603</u>	<u>6,068,573</u>		

**City of Perris
Development Impact Fee Summary
Project Summary
as of June 30, 2022**

PROJECT LIST	Projected Total Cost	Development Impact Fee (DIF)	DIF Funded %	Projected Completion
Transportation				
Annual Slurry Seal Program	15,502,241	254,339	2%	Ongoing
Case Road Bridges	1,600,000	1,600,000	100%	2023/2024
D Street Renovations	5,817,029	4,114,339	71%	2023/2024
Goetz Road Improvements	13,763,872	2,000,000	15%	2023/2024
Frontage Road (Near Plaza De Perris)	475,000	475,000	100%	2022/2023
Miscellaneous Flood Control Improvements	141,000	86,000	61%	Ongoing
Perris Blvd Widening over I-215 Bridge/Case	6,937,351	327,101	5%	Completed
Placentia Interchange	84,564	40,000	47%	2022/2023
Wilson Street/Signal Improvements	753,051	450,000	60%	2023/2024
Perris Blvd Corridor Safety Improvements	1,350,300	150,000	11%	2023/2024
Ethanac Rd/Case Rd Signal Modification	250,000	250,000	100%	2022/2023
Morgan Park Phs 2.1 Connector	1,450,000	900,000	62%	2023/2024
Perris Blvd/Nuevo Rd Drainage	200,000	200,000	100%	2023/2024
Orange Ave/Perris Blvd Signal Modification	500,000	500,000	100%	2023/2024
Perris Blvd Widening Phase II-4th to 11th	2,700,552	241,001	9%	2023/2024
San Jacinto Ave Connection	5,000,000	5,000,000	100%	2023/2024
Citywide Safety Improvements	2,000,000	1,726,920	86%	Ongoing
Traffic Signal: Redlands/San Jacinto	202,965	202,965	100%	Completed
Traffic Signal: Redlands/Jarvis	300,000	300,000	100%	2023/2024
Traffic Signal: Redlands/Citrus	300,000	300,000	100%	2023/2024
Traffic Signal: Mapes/Trumble	300,000	300,000	100%	2023/2024
Traffic Studies & Reports	909,699	175,000	19%	Ongoing
	<u>60,537,623</u>	<u>19,592,664</u>		
Public Art				
Art Classes/Mural Project	25,000	25,000	100%	Completed
	<u>25,000</u>	<u>25,000</u>		
Public Improvements & Facility				
City Building Improvements	2,418,942	386,814	16%	Ongoing
City ADA Improvements	175,000	175,000	100%	Ongoing
IT Studio Conversion	643,959	497,695	77%	Completed
Green City Farm Phase 2	24,916	24,916	100%	Completed
Code Building Office Upgrades	85,000	85,000	100%	Completed
Fitness Court at Paragon Park	194,131	127,941	66%	Completed
Park Restrooms	993,757	993,757	100%	Completed
Enchanted Heights Park	9,589,748	45,067	0%	2022/2023
Senior Center Renovation PH 3	457,888	57,568	13%	Completed
	<u>14,583,341</u>	<u>2,393,759</u>		

**City of Perris
Development Impact Fee Summary
Project Summary
as of June 30, 2022**

PROJECT LIST	Projected Total Cost	Development Impact Fee (DIF)	DIF Funded %	Projected Completion
Government Services				
City Building Improvements	2,418,942	555,412	23%	Ongoing
Harley Knox Building Improvements	233,007	233,007	100%	Completed
Community Services NEOP	26,500	18,500	70%	Completed
Frontier Downtown Parking Lot	157,559	157,559	100%	Completed
Statler Building Renovation	1,201,550	1,550	0%	Completed
IT Studio Conversion	643,959	-	0%	Completed
Senior Center Renovation PH 3	457,888	17,600	4%	Completed
	<u>5,139,405</u>	<u>983,628</u>		
Green Valley Park (DA)				
Green Valley Park	1,114,271	1,114,271		2023/2024
	<u>1,114,271</u>	<u>1,114,271</u>	100%	
North Perris Road and Bridge Benefit District				
Harley Knox Blvd Phase I	820,894	820,894	100%	Completed
Harley Knox Blvd Phase II	7,020,036	2,861,782	41%	Completed
Goetz Road Improvements	13,763,872	4,981,709	36%	2023/2024
Placentia/I-215 Extension	7,754,448	6,900,000	89%	2022/2023
Ethanac Road	11,000,000	2,500,000	23%	2022/2023
Ethanac Road Bridge	1,500,000	1,500,000	100%	2023/2024
Harley Knox Interchange	16,500,000	16,500,000	100%	2028/2029
Harley Knox Blind Lndscp between Peris Blvd & Redlands	2,000,000	2,000,000	100%	2023/2024
Ethanac Rd Lighting-Murrieta to I-215	1,500,000	1,500,000	100%	2023/2024
Traffic Signal-Ramona Crossing Upgrade	100,000	100,000	100%	Ongoing
Redlands Blvd Widening - Ramona to Rider	3,100,000	3,100,000	100%	2023/2024
Nuevo Bridge Widening	14,300,764	4,750,000	33%	2022/2023
Perris Blvd Widening over I-215 Bridge/Case	6,937,351	2,076,424	30%	Completed
Perris Blvd Widening Phs II - 4th to 11th	2,700,552	336,080	12%	2023/2024
Miscellaneous Widening Project	1,000,000	1,000,000	100%	Ongoing
A Street Widening Project	2,850,000	2,850,000	100%	2023/2024
Indian Avenue Right-of-Way Acquisition	729,230	729,230	100%	Completed
Perris Blvd Landscaping between 4th & I-215	1,000,313	1,000,000	100%	2023/2024
	<u>94,577,460</u>	<u>55,506,120</u>		
City Total	<u>250,806,384</u>	<u>90,192,183</u>		

ATTACHMENT 3

RESOLUTION TO REAFFIRM THE NECESSITY OF DEVELOPER FEES

RESOLUTION NUMBER XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
TO REAFFIRM THE NECESSITY OF DEVELOPER FEES.**

WHEREAS, the City of Perris is required to make certain findings every five years with respect to the unexpended fund balance of certain development impact fee funds pursuant to California Government Code Section 66001; and

WHEREAS, the documents reflecting the balance in each Development Impact Fee, interest and the amount of expenditure by public facility for the fiscal year have been made available for public review as required by Code Section 66006; and

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. That the following findings are made as required under the Government Code Section 66006:

- A. That the purpose to which the developer fee is to be put has been identified.
- B. That there is a continued need for the improvements and that there is a reasonable relationship between the fee and the impacts for development for which the fees are collected.
- C. That the sources and amounts of funding anticipated to complete the financing of capital projects have been identified and will be deposited into the appropriate account.
- D. That sufficient funds have not been collected to complete financing of public library facilities and that the fees expected to be generated by new development will not exceed the costs for construction.

Section 3. That these findings are based on information provided in the City of Perris Operating Budget and Capital Projects for fiscal year 2021-22 on file with the City Clerk.

ADOPTED, SIGNED and **APPROVED** this 31st 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 31st day of January, 2023, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

10.1.

MEETING DATE: January 31, 2023
SUBJECT: Check Register for September 2022
REQUESTED ACTION: Approve the City's Monthly Check Register for September 2022
CONTACT: Matthew Schenk, Director of Finance

BACKGROUND / DISCUSSION:

The check register for the month of September 2022 is presented for City Council approval.

BUDGET (or FISCAL) IMPACT:

None.

Prepared by: Stephen Ajobiewe, Finance Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager UB

Deputy City Manager SL

Attachments:

1. Check Register – September 30, 2022

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

ATTACHMENT 1

CHECK REGISTER – SEPTEMBER 30, 2022

CITY OF PERRIS
CHECK REGISTER
September 30, 2022

CHECK	DATE	VENDOR	DESCRIPTION	AMOUNT
151866	9/1/2022	4IMPRINT, INC.	SHERIFF: PROMO ITEMS	3,020.21
151867	9/1/2022	ACTION SURVEYS, INC.	CERIFICATE OF PARCEL MERGERC PLN20-05179	866.00
151868	9/1/2022	AIR & HOSE SOURCE, INC.	PRESSURE WASHER, AIR & HOSE	258.87
151869	9/1/2022	ALBERT A. WEBB ASSOCIATES	SAN JACINTO CONNECTIVITY PROJECT	232.50
151870	9/1/2022	AMAZON CAPITAL SERVICES	GYM SUPPLIES; SUMMER CAMP, SENIOR CTR SUPPLIES	6,081.86
151871	9/1/2022	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	9,825.00
151872	9/1/2022	APWA	RENEWAL MEMBERSHIP	277.50
151873	9/1/2022	AUTO ZONE COMMERCIAL	BATTERY	196.59
151874	9/1/2022	BMW MOTORCYCLES OF RIVERSIDE	SHERIFF: MOTORCYCLE MAINTENANCE	536.24
151875	9/1/2022	C.C CREATIONS, LTD	GROW PERRIS PROGRAMMING PRINTING	30.00
151876	9/1/2022	CINTAS	SUPPLIES FOR FACILITY MAINTENANCE	577.77
151877	9/1/2022	CINTAS	OFFICE SUPPLIES	387.70
151878	9/1/2022	COMMUNITY WORKS DESIGN GROUP	190633- ENCHANTED HILLS PARK; 211270 MERCADO PARK	10,614.00
151879	9/1/2022	CORPORATE PAYMENT SYSTEMS	YOLO EVENT; SUMMER CAMP; FRIDGE; ICCS	9,318.32
151880	9/1/2022	CR&R INCORPORATED	ONSITE CONTAINERS RENTAL; 90 GAL BINS	5,727.43
151881	9/1/2022	CRIME SCENE STERI-CLEAN, LLC	SADDLEBACK WAY & PYRAMID DR	850.00
151882	9/1/2022	DAN'S FEED AND SEED INC.	STRAW HATS; IRRIGATION LIDS; PROPANE	152.76
151883	9/1/2022	DAVID WHEELER'S PEST CONTROL	PARKS PEST CONTROL	3,710.00
151884	9/1/2022	DELORES COWAN	CHEER GEAR SUPPLIES	2,125.00
151885	9/1/2022	JZANE DUDLEY	CHEER INSTRUCTION	476.00
151886	9/1/2022	JOSE A DUENAS	YOGA IN THE PARK	255.00
151887	9/1/2022	DUNN-EDWARDS CORPORATION	BATHROOM REMODEL SUPPLIES	107.84
151888	9/1/2022	EASTERN MUNICIPAL WATER DISTRICT	MULTIPLE SVC ACCTS MAY-JUL 22	18,708.47
151889	9/1/2022	EMPLOYMENT SCREENING SERVICES	BACKGROUND CHECK - GROW PERRIS PROGRAMMING	58.00
151890	9/1/2022	EPIC LAND SOLUTIONS, INC.	PERRIS PV STORM DRAIN CHANNEL TRAIL	764.54
151891	9/1/2022	FIELDMAN, ROLAPP & ASSOCIATES	27414 CFD NO. 2022-2 FORMATION	1,020.50
151892	9/1/2022	FRANCHISE TAX BOARD	COURT ORDER DEBT COLLECTION	-
151893	9/1/2022	FRONTIER	WATER - 07/16-09/15/22; ANIMAL CONTROL 07/12-09/11/22	863.84
151894	9/1/2022	GREG GARAY	VISION REIMB. FY 22-23	52.00
151895	9/1/2022	GARDUNO, JOSE	UB: DEPOSIT REFUND	67.84
151896	9/1/2022	HARRINGTON DECORATING COMPANY	LIGHTING CONTRACT SERVICES	4,657.78
151897	9/1/2022	HEMET UNIFIED SCHOOL DISTRICT	SUMMER CAMP TRANSPORTATION	2,550.00

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151898	9/1/2022	IB REPROGRAPHICS	USB FLASH DRIVE	83.79
151899	9/1/2022	VISUAL EDGE, INC.	CONTRACT BASE RATE CHARGE FOR 07/12-08/11/22	200.54
151900	9/1/2022	IMPERIAL SPRINKLER SUPPLY	GOETZ & MORGAN GROUND MAINTENANCE SUPPLIES	949.68
151901	9/1/2022	INFINITY ENERGY INC	PERMIT REFUND: PMT22-00856	350.00
151902	9/1/2022	VOID	VOID	-
151903	9/1/2022	INLAND LIGHTING SUPPLIES, INC.	CESAR E. CHAVEZ LIBRARY: BOOKSHELF LIBRARY	135.77
151904	9/1/2022	INLAND ROAD SERVICE & TIRE	AFTERHOURS CALL; NEW TIRES	6,775.95
151905	9/1/2022	ANA JACQUEZ	EDU REIMBURSEMENT FY22-23	2,500.00
151906	9/1/2022	VOID	VOID	-
151907	9/1/2022	Johnson Aviation	PROFESSIONAL SERVICES 03/15-03/28/22	9,269.25
151908	9/1/2022	JOLLY JUMPS	SUMMER CAMP WEEK 8- INFLATABLE	2,344.00
151909	9/1/2022	GRACE LIU	HOUSING ASSISTANCE PROGRAM	12,600.00
151910	9/1/2022	KIMBALL MIDWEST	FUSES	1,283.29
151911	9/1/2022	KUUBIX GLOBAL LLC	PERMIT REFUND: PMT21-02866 & PMT22-00755	700.00
151912	9/1/2022	JEANNY LAMTIEN	HOUSING ASSISTANCE PROGRAM	15,150.00
151913	9/1/2022	LIEBERT CASSIDY WHITMORE	ERC TRAINING 09/08/22	162.00
151914	9/1/2022	LOR GEOTECHNICAL GROUP INC	ENCHANTED HILLS; SOIL TECH	981.75
151915	9/1/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	11,738.48
151916	9/1/2022	MESA ENERGY SYSTEMS, INC.	LRC AND CINVERT SYSTEM TO R407C	5,247.00
151917	9/1/2022	NATIONAL DRIVE	DUES FOR AUGUST 2022	12.00
151918	9/1/2022	NATIONAL LEAGUE OF CITIES	MEMBERSHIP DUES NATIONAL LEAGUE 06/2022-05/2023	5,816.00
151919	9/1/2022	NUTRIEN AG SOLUTION, INC.	TIE TAPE, IRRIGATION LIDS	12.95
151920	9/1/2022	O'REILLY FIRST CALL	REPLACEMENT STARTER TRACTOR; BALL MOUNTS	625.65
151921	9/1/2022	TRUIST BANK	HOUSING ASSISTANCE PROGRAM	9,204.60
151922	9/1/2022	OPENGOV, INC.	REPORTING & ANALYTICS 07/01/22-06/30/23	13,282.00
151923	9/1/2022	LISETTE ORTEGA	BALLET INSTRUCTOR	1,092.00
151924	9/1/2022	PERRIS CAR WASH	(3) ECONO WASH	79.96
151925	9/1/2022	PITNEY BOWES GLOBAL FINANCIAL SVCS	MAILER MACHINE LEASE	838.77
151926	9/1/2022	PROIMPRINT.COM, INC.	DRAWSTRING BAGS	366.30
151927	9/1/2022	DAVID STARR RABB	VISION REIMB. FY 22-23	493.75
151928	9/1/2022	ARCENIO RAMIREZ	STAFF MEETING REIMBURSEMENT	78.99
151929	9/1/2022	RIGHTWAY	PORTABLE TOILET SVC JUN-JUL 2022	992.23

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151930	9/1/2022	RIVERSIDE COUNTY SHERIFF'S DEPT	CONTRACT LAW BP #1 JULY 2022	1,536,606.02
151931	9/1/2022	RIVERSIDE COUNTY HABITAT	KANGAROO RAT MITIGATION FEES 4TH QTR	13,625.00
151932	9/1/2022	ROGERS ANDERSON MALODY & SCOTT LLP	PROGRESS BILLING FY 21-22 AUDIT	14,000.00
151933	9/1/2022	ROTARY CLUB OF PERRIS	TEE SPONSOR SEPT, 23 2022; QTR ROTARY CLUB 1ST QTR	160.00
151934	9/1/2022	SAMANTHA AMPHONPHONG	VISION REIMB. FY 22-23	850.00
151935	9/1/2022	SAM'S CLUB DIRECT	WOMANS SPORTS DAY	63.80
151936	9/1/2022	SC FUELS	FUEL	14,278.38
151937	9/1/2022	SC FUELS	FUEL	706.67
151938	9/1/2022	SOUTHERN CALIFORNIA EDISON	ORANGE AVE & EL NIDO AVE 07/01-07/31/22	46,337.26
151939	9/1/2022	SECURITY LINES US LLC	ENCHANTED HILLS PARK & MORGAN PARK SURVEILLANCE	41,426.31
151940	9/1/2022	SIGNIFICA DESIGN	GRAPHIC DESIGN FALL 2022 NEWSLETTER	4,825.00
151941	9/1/2022	SITEONE LANDSCAPE SUPPLY, LLC	RANGER PRO HERBICIDE 30 GAL	1,443.53
151942	9/1/2022	SPARKLETT'S	BOTTLED WATER	133.18
151943	9/1/2022	SPARTAN TOOL LLC	TOOLS	1,287.00
151944	9/1/2022	SUDMAN ENTERPRISES, INC.	HOUSING ASSISTANCE PROGRAM	15,990.00
151945	9/1/2022	SUNSET GRAPHICS	EMPOWERING YOUR MIND SUPPLIES	44.05
151946	9/1/2022	SUNSTATE EQUIPMENT CO	MERCADO WATER SPLASH PAD SERVICES	9,595.74
151947	9/1/2022	SYNTECH	FORTIGATE; FIREWALL PROPER NWETWORKING INFORMATION	3,671.88
151948	9/1/2022	TalentZok	TEMP STAFF SERVICES	3,792.08
151949	9/1/2022	TASTY TACOS & MORE	CATERING SERVICE	724.95
151950	9/1/2022	COUNTY OF RIVERSIDE	CLETS SVCS 07/01/21-06/30/22	116,499.00
151951	9/1/2022	TWIST AND SHOUT EVENTS, INC.	END OF SUMMER SPLASH: BALLON & AIR BRUSH	760.00
151952	9/1/2022	TYLER TECHNOLOGIES, INC.	UB IMPLEMENTATION AUG 22 / TYLER APP SVCS OCT-DEC22	52,606.54
151953	9/1/2022	ULINE	JANITORIAL SUPPLIES FOR BUILDING MAINTENANCE	1,703.72
151954	9/1/2022	UNIFIRST CORPORATION	UNIFORMS / MAINTENANCE SUPPLIES / MAT SVC FEE	909.38
151955	9/1/2022	UNIFIRST FIRST AID CORP	FIRST AIDKIT SUPPLIES	154.73
151956	9/1/2022	UNITED RENTALS (NORTH AMERICA) INC.	1- DAY RENT SKID STEER LOADER	399.78
151957	9/1/2022	UNITED WAY OF THE INLAND VALLEY	AUGUST 2022 DUES	36.00
151958	9/1/2022	VAL VERDE GRAPHICS	SUMMER CAMP SHIRTS	280.00
151959	9/1/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	300.00
151960	9/1/2022	VERIZON WIRELESS	MULTIPLE ACCOUNTS JUL-AUG 2022	16,176.10
151961	9/1/2022	VISION GLASS AND TINT	WINSHIELD REPLACEMENT	1,125.19

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151962	9/1/2022	VISTA PAINT CORPORATION	GRAFFITI ABATEMENT SUPPLIES	439.95
151963	9/1/2022	WALTERS WHOLESAL E ELECTRIC CO	ELECTRICAL REPAIRS	1,624.37
151964	9/1/2022	WESTERN EXTERMINATOR COMPANY	PEST CONTROL SERVICES	2,698.78
151965	9/1/2022	WINGRAPHICS, INC	ENCHANTED HILLS TILE PLAQUES	1,425.85
151966	9/1/2022	XEROX FINANCIAL SERVICES	COPIER LEASE PAYMENT	7,474.55
151967	9/8/2022	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	2,187.33
151968	9/8/2022	BILL & DAVE'S LDSC MAINTENANCE	IRRIGATION REPAIRS	642.73
151969	9/8/2022	CREATIVE PRINTING	BUSINESS CARDS	122.36
151970	9/8/2022	FLOWATER, INC.	WATER DISPENSER SERVICES	944.71
151971	9/8/2022	HM CONSULTANTS, LLC	I-215 HARLEY KNOX IMPROVEMENTS AUGUST 2022	7,550.00
151972	9/8/2022	HOME DEPOT CREDIT SERVICES	GROUNDS MAINTENANCE SUPPLIES	308.63
151973	9/8/2022	INTERWEST CONSULTING GROUP, INC.	LANDSCAPE PLAN CHECK / INSPECTIONS	13,440.00
151974	9/8/2022	J THAYER COMPANY, INC.	OFFICE SUPPLIES	1,693.63
151975	9/8/2022	PINEDA GENERAL CONSTRUCTION	OAKTREE & PRIMROSE SIDEWALK	10,963.00
151976	9/8/2022	WEST COAST ARBORISTS, INC	GRID PRUNNING; TREE & STUMP REMOVAL	18,445.00
151977	9/8/2022	ACE TAX & REALTY SERVICE	FACADE PROGRAM REIMBURSEMENT 2022	22,018.32
151978	9/8/2022	ACTION SURVEYS, INC.	ENCHANTED HILLS PJCT; FERNETTA PL; GIOSETTA ST	56,582.00
151979	9/8/2022	ADAME LANDSCAPE, INC.	MONTHLY LANDSCAPE MAINT JLY22; CONTINGENCIES LMD	42,282.82
151980	9/8/2022	AMAZON CAPITAL SERVICES	MOVING BOXES; KEURIG COFFEE CUPS	364.07
151981	9/8/2022	ANDERSON ELECTRIC	WEED ABATEMENT	4,800.00
151982	9/8/2022	SOCALGAS	UTILITY ASSISTANCE PROGRAM	123.71
151983	9/8/2022	CITY OF PERRIS	UTILITY ASSISTANCE PROGRAM	545.86
151984	9/8/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	907.75
151985	9/8/2022	COMMUNITY WORKS DESIGN GROUP	RAMONA EXPWY WALL/FENCE	5,200.00
151986	9/8/2022	CORE & MAIN LP	TOOLS & SUPPLIES	145.47
151987	9/8/2022	DAN'S FEED AND SEED INC.	PADLOCK; BOOTS	65.71
151988	9/8/2022	DELORES COWAN	CHEERLEADING CLINIC	800.00
151989	9/8/2022	VOID	VOID	-
151990	9/8/2022	EASTERN MUNICIPAL WATER DISTRICT	MULTIPLE ACCOUNTS 07/11-08/08/22	4,182.93
151991	9/8/2022	EMPIRE ECONOMICS	CFD 2022-3 STRATFORD RANCH - EAST	5,675.00
151992	9/8/2022	EMPLOYMENT SCREENING SERVICES	EMPLOYMENT SCREENING	249.50
151993	9/8/2022	EWING IRRIGATION PRODUCTS, INC.	MORGAN PARK SUPPLIES; COUNCIL C - IRRIGATION REPAIRS	1,711.87

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151994	9/8/2022	EXPERIAN	CREDIT CHECK SERVICES 07/26-08/26/22	54.56
151995	9/8/2022	FRONTIER	PERRIS WATER ACCT AUG-SEPT 22	69.76
151996	9/8/2022	GRAINGER	BOB GLASS GYM: STAGE MAINTENANCE	354.63
151997	9/8/2022	HINDERLITER DeLLAMAS & ASSOCIATION	AUDIT SVCS - SALES TAX JLY-SEPT 2022	8,971.93
151998	9/8/2022	HONEYWELL GLOBAL FINANCE	KWH PRODUCTION JULY 2022	20,297.16
151999	9/8/2022	IB REPROGRAPHICS	D ST: CONCRETE PAVER REPAIR & SIDEWALK IMP.	427.72
152000	9/8/2022	JAMAAL LEE	YOUTH SPORT OFFICIAL 07/09-07/16/2022	260.00
152001	9/8/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	196.90
152002	9/8/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	9.44
152003	9/8/2022	MITCHELL1	REPAIR MANUALS USED FOR CITY VEHICLE	1,762.56
152004	9/8/2022	BO NELONS	RENTAL ASISTANCE PROGRAM	7,200.00
152005	9/8/2022	TRUIST BANK	MORTGAGE ASSISTANCE PROGRAM	3,600.00
152006	9/8/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	129.72
152007	9/8/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	38.15
152008	9/8/2022	PERRIS FAMILY APARTMENTS	RENTAL ASISTANCE PROGRAM	212.36
152009	9/8/2022	ROTARY CLUB OF PERRIS	ROTARY DUES 1ST QTR	141.20
152010	9/8/2022	SAM'S CLUB DIRECT	STEP STOOL, OFFICE SUPPLIES	285.02
152011	9/8/2022	SOUTHERN CALIFORNIA EDISON	MULTIPLE ACCOUNTS 06/15-07/26/22	739.02
152012	9/8/2022	SOUTHERN CALIFORNIA EDISON	MULTIPLE ACCOUNTS 06/27-07/26/22	2,317.87
152013	9/8/2022	SOUTHERN CALIFORNIA EDISON	MULTIPLE SVC ACCTS FOR JULY 2022	5,621.04
152014	9/8/2022	SOUTHERN CALIFORNIA EDISON	MULTIPLE SVC ACCTS FOR JULY 2022	5,669.14
152015	9/8/2022	PLANET HOME, LENDING LLC	MORTGAGE ASSISTANCE PROGRAM	3,600.00
152016	9/8/2022	MAI II PROPERTIES LLC	STORAGE UNIT OCT22-MAR23	660.00
152017	9/8/2022	STATE WATER RES CONTROL BOARD	MANDATED REFUND OF UNUSED WATER ARREARAGES GRANT	457,396.07
152018	9/8/2022	TalentZok	TEMP STAFF SERVICES	35,328.80
152019	9/8/2022	UNIFIRST CORPORATION	UNIFORMS & FACILITY MAINTENANCE SUPPLIES	510.40
152020	9/8/2022	VOYAGER FLEET	FUEL	1,882.40
152021	9/12/2022	DCH TOYOTA OF TORRANCE	CS: PASSENGER VAN 2020	47,520.28
152022	9/15/2022	ACT 1 CONSTRUCTION, INC.	ENCHANTED HILLS PARK	900,083.29
152023	9/15/2022	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	21,628.17
152024	9/15/2022	BILL & DAVE'S LDSC MAINTENANCE	IRRIGATION REPAIRS	56,518.01
152025	9/15/2022	CREATIVE PRINTING	FINANCE ENVELOPES; EVENT PRINTING MATERIALS	691.56

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152026	9/15/2022	STACIE DAIN	VISION REIMB. FY 22-23	850.00
152027	9/15/2022	HOME DEPOT CREDIT SERVICES	PARKS TRUCK TOOLS; PARKS MAINT. SUPPLIES	855.55
152028	9/15/2022	J THAYER COMPANY, INC.	BREAKROOM SUPPLIES; INK	209.16
152029	9/15/2022	JIM FORBES VOICE, INC.	PUBLIC NOTICE	1,282.43
152030	9/15/2022	JEFFREY ROBINSON	LANDGLIDE REIMB. NOV21- AUG22	99.99
152031	9/15/2022	WATER EDUCATION SERVICES, INC	PROFESSIONAL SERVICES; WATER & SEWER AUG 2022	3,630.00
152032	9/15/2022	WEST COAST ARBORISTS, INC	GPS TREE SVCS 04/30-05/21/22	2,113.55
152033	9/15/2022	ACCELA, INC	CIVIC PLATFORM - SUBSCRIPTION USER	4,881.10
152034	9/15/2022	ADAME LANDSCAPE, INC.	GF-42 IRRIGATION REPAIRS	78.22
152035	9/15/2022	AIR-EX AIR CONDITIONING, INC.	PERRIS LIBRARY: A.C REPAIRS / MAINTENANCE	1,065.00
152036	9/15/2022	ALBERT A. WEBB ASSOCIATES	TRAIL PHASE II	6,111.85
152037	9/15/2022	AMAZON CAPITAL SERVICES	HR: OFFICE SUPPLIES; DS: FIREWALL, HARLEY KNOX OFFICE	1,610.19
152038	9/15/2022	AQUAWORX LLC	MERCADO PARK WATER REC PURCHASE	70,422.17
152039	9/15/2022	ARVIE DAGATAN	EDUCATION REIMBURSEMENT FT 22-23	2,264.14
152040	9/15/2022	C5 EQUIPMENT RENTALS, LLC	RENTAL: JD 210 SKIP LOADER & FUEL	1,383.41
152041	9/15/2022	CAL ANIMALS	WORKSHOP FOR ANIMAL CONTROL STAFF	25.00
152042	9/15/2022	CINTAS	JANITORIAL SUPPLIES	402.61
152043	9/15/2022	CINTAS	FIRST AID KIT REFILL	149.57
152044	9/15/2022	CITI CARDS	ANML CTRL OFFICER RADIOS; ENCHANTED HILLS ART	641.69
152045	9/15/2022	DELL MARKETING LP	FINANCE: DELL COMPUTER	1,377.36
152046	9/15/2022	COUNTY OF RIVERSIDE	FIRE STATION PLACENTIA: PERMIT	933.00
152047	9/15/2022	EASTERN MUNICIPAL WATER DISTRICT	MULTIPLE ACCOUNTS 07/01-08/08/22	39,772.99
152048	9/15/2022	EMPLOYMENT SCREENING SERVICES	DEGREE VERIFICATION; EMPLOYMENT SCREENINGS	358.50
152049	9/15/2022	LUPITA GARCIA	MILEAGE REIMBURSEMENT 07/28-08/24	23.79
152050	9/15/2022	GRAINGER	BACKPACK VACUUM	651.16
152051	9/15/2022	INFRAMARK LLC	WATER: MAINTENANCE / OPERATIONS JULY 2022	95,429.10
152052	9/15/2022	INTERMEDIA.NET INC.	OFFICE 365 LICENSNG JULY-AUG 2022	8,903.85
152053	9/15/2022	IRON MOUNTAIN	DS & FINANCE FILE STORAGE FOR SEPT 2022	1,699.74
152054	9/15/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	1,085.76
152055	9/15/2022	LANDREC	PERRIS GREEN CITY FARM	10,707.20
152056	9/15/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	189.00
152057	9/15/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	26.58

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152058	9/15/2022	CRYSTAL LOPEZ	JMG STAFF MEETING DEBRIEF	22.95
152059	9/15/2022	MARK THOMAS & COMPANY, INC.	I-215/HARLEY KNOX CONSULTING SERVICES JULY 2022	95,887.92
152060	9/15/2022	MARTIN MARTINEZ	JULY 2022 EDUCATION REIMB. FY 22-23	585.00
152061	9/15/2022	NUTRIEN AG SOLUTION, INC.	RANGER PRO HERBICIDE 30 GAL	100.25
152062	9/15/2022	VOID	VOID	-
152063	9/15/2022	R DEPENDABLE CONST INC.	FINAL RETENTION: 101 N D ST PROJECT	10,941.71
152064	9/15/2022	RIVERSIDE COUNTY SHERIFF'S DEPT	2021 JAG GRANT	8,963.66
152065	9/15/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	88.61
152066	9/15/2022	SOCAL GAS	UTILITY ASSISTANCE PROGRAM	56.40
152067	9/15/2022	CITY OF PERRIS	UTILITY ASSISTANCE PROGRAM	66.94
152068	9/15/2022	SOCAL GAS	06/28-07/28/22	115.69
152069	9/15/2022	TalentZok	TEMP STAFF SERVICES	1,302.00
152070	9/19/2022	PALM SPRINGS MOTORS, INC.	SHRFF DEPT: 2020 F150 VIN 47874	60,482.11
152071	9/21/2022	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	434.10
152072	9/21/2022	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	19,015.49
152073	9/21/2022	BILL & DAVE'S LDSC MAINTENANCE	PARKS & IRRIGATION REPAIRS	47,647.52
152074	9/21/2022	CAMERON WELDING SUPPLY	PACKAGED GASES FOR WELDING	70.00
152075	9/21/2022	CAMPBELL, SPENCER	REIMB: GIRL SPORTS EVENT	35.94
152076	9/21/2022	SARA CORTES DE PAVON	EDUCATION REIMB FY21-22	465.19
152077	9/21/2022	CREATIVE PRINTING	WATER DEPT: ENVELOPES #10	4,051.29
152078	9/21/2022	FLOWATER, INC.	FINANCE: DRINKING WATER DISPENSER	154.41
152079	9/21/2022	FLOWATER, INC.	IT & PW DEPT: WATER DISPENSER RENTAL	308.12
152080	9/21/2022	HOME DEPOT CREDIT SERVICES	FUSES FOR A/C; BTHRM REMODEL; TOWER FANS; LIGHT REPAIRS	687.47
152081	9/21/2022	J THAYER COMPANY, INC.	OFFICE & BREAKROOM SUPPLIES	429.99
152082	9/21/2022	MAMCO INC.	PLACENTIA AVE WIDENING PROJECT JULY 2022	500,937.85
152083	9/21/2022	PINEDA GENERAL CONSTRUCTION	BZ35 REPAIRED GATE	2,890.00
152084	9/21/2022	ROMO PIPELINE	E JARVIS ST: SOUTH WATER /ASPAHLT REPAIR	22,958.00
152085	9/21/2022	YUNEX LLC	STREETLIGHT VANDALISM REPAIR	30,861.95
152086	9/21/2022	WEST COAST ARBORISTS, INC	TREE MAINTENANCE	6,798.00
152087	9/22/2022	MAMCO INC.	PLACENTIA AVE WIDENING PROJECT AUGUST 2022	1,222,348.31
152088	9/22/2022	ANGELIC TREJO	PARTY CITY SUPPLIES FOR CS DEPT	77.59
152089	9/22/2022	ADAME LANDSCAPE, INC.	IRRIGATION REPAIRS	26,533.00

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152090	9/22/2022	AMAZON CAPITAL SERVICES	GYM EQUIPMENT; OFFICE SUPPLIES; BRKRM SUPPLIES	9,714.82
152091	9/22/2022	ANDERSON ELECTRIC	REPAIR DECORATIVE STREET LIGHT ON 4TH & D ST	6,978.00
152092	9/22/2022	ALVARO ARVISO	VISION REIMB. FY 22-23	850.00
152093	9/22/2022	AUTO ZONE COMMERCIAL	OIL & AIR FILTERS; A/C CLIMATE CONTROL MODULE	257.64
152094	9/22/2022	AWARDS AND SPECIALTIES	NAME PLATE	34.31
152095	9/22/2022	BARRY KAY ENTERPRISES, INC	YOUTH SOCCER UNIFORMS	3,849.24
152096	9/22/2022	BIO-TOX LABORATORIES	BLOOD DRAWS	2,043.66
152097	9/22/2022	BMW MOTORCYCLES OF RIVERSIDE	SHRFF DEPT: 2020 BMW MOTORCYCLES	74,737.82
152098	9/22/2022	CALOLYMPIC SAFETY	SURVEYOR VESTS; (60) GLASSES ELITE BLACK FRAME	1,202.50
152099	9/22/2022	CAMPBELL, TANGEE	UB: WATER ACCOUNT DEPOSIT REFUND	167.38
152100	9/22/2022	CAT TRACKING, INC.	RESTRIPE HARLEY KNOX BLVD	35,100.00
152101	9/22/2022	CINTAS	FACILITY MAINTENANCE SUPPLIES	2,546.19
152102	9/22/2022	CINTAS	FIRST AID KIT REFILL	102.91
152103	9/22/2022	CITIZENS BUSINESS BANK	PETTY CASH 05/20-08/26-22	923.49
152104	9/22/2022	CONTINENTAL INTERPRETING SERVICES, INC	SPECIAL COUNCIL MEETING 08/24/22	350.00
152105	9/22/2022	CORPORATE PAYMENT SYSTEMS	DEPT EXPENSES	133.58
152106	9/22/2022	CORPORATE PAYMENT SYSTEMS	MEETING; FUEL, PARKING	420.05
152107	9/22/2022	PAUL DAGATAN	VISION REIMB. FY 22-23	850.00
152108	9/22/2022	DAN'S FEED AND SEED INC.	PROPANE; STRAW HAT; SMALL TOOLS - FLOW PISTOL	304.74
152109	9/22/2022	DIVERSIFIED DISTRIBUTION	REPLACEMENT PARTS; BATTERIES	1,454.57
152110	9/22/2022	JOSE A DUENAS	GROW PERRIS PROGRAMMING: YOGA	425.00
152111	9/22/2022	EASTERN MUNICIPAL WATER DISTRICT	WHOLESALE WATER REIMB. JULY 2022	1,975.00
152112	9/22/2022	EASTERN MUNICIPAL WATER DISTRICT	MORGAN PARK 04/19-08/23/22	4,952.63
152113	9/22/2022	EASTERN MUNICIPAL WATER DISTRICT	PARKS: MAY-AUG 2022	63,395.98
152114	9/22/2022	ELIZABETH TALLEDOS CASAS	FOOD VENDOR: ENCHANTED HILLS PARK GRAND OPENING	1,365.00
152115	9/22/2022	DEBORAH A ELKINS	SNR CENTER: FITNESS INSTRUCTOR 09/31/21-08/20/22	1,190.00
152116	9/22/2022	EWING IRRIGATION PRODUCTS, INC.	GOUNDS MAINTENANCE	1,112.87
152117	9/22/2022	EWING IRRIGATION PRODUCTS, INC.	GOUNDS MAINTENANCE SUPPLIES	5,760.95
152118	9/22/2022	FEDERAL EXPRESS CORP	08/03-09/06/22	317.70
152119	9/22/2022	FIELDMAN, ROLAPP & ASSOCIATES	GEN ADVISORY SERVICES 07/13-07/26/22	653.50
152120	9/22/2022	FIRST SECURITY FINANCE, INC.	SOLAAR: LOAN PAYMENT SEPT 2022	2,563.82
152121	9/22/2022	MARYLIN FLORES	BIRTHDAY SUPPLIES REIMBURSEMENT	15.99

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152122	9/22/2022	ALFREDO GARCIA	VISION REIMB. FY 22-23	850.00
152123	9/22/2022	ARTURO GARCIA	BOOTS REIMB. FY 22-23	212.06
152124	9/22/2022	GOLDSTAR ASPHALT PRODUCTS	10- STOP SIGNS	958.87
152125	9/22/2022	GUMARO GONZALEZ	VISION REIMB. FY 22-23	260.95
152126	9/22/2022	GORM, INC.	GRAY ROLLER LINER, GLOVES, MICROFIBER CLOTH	2,113.55
152127	9/22/2022	GRAFFITI TRACKER INC	GRAFFITI TRACKING SVCS AUG-OCT 2022	4,725.00
152128	9/22/2022	HAULAWAY STORAGE CONTAINERS, INC	20 FT CONTAINER RENTAL	247.80
152129	9/22/2022	HEMET UNIFIED SCHOOL DISTRICT	SUMMER PROGRAM: FIELD TRIPS JULY 2022	6,273.00
152130	9/22/2022	THE HOUSE OF PORTRAITS, INC.	SPORTS PHOTOGRAPHY FALL 2022 SOCCER	819.69
152131	9/22/2022	HYDROPOINT DATA SYSTEMS, INC.	WEATHERTRAK	2,485.00
152132	9/22/2022	IMPERIAL SPRINKLER SUPPLY	PARKS DIV: GROUNDS MAINTENANCE SUPPLIES	2,628.95
152133	9/22/2022	IMPRENTA	UNIFORMS WITH CITY LOGO	1,957.50
152134	9/22/2022	INLAND DESERT SECURITY & COMM	ANSWERING SVC; EMAILS & ADMINISTRATIVE FEE	899.80
152135	9/22/2022	INLAND EXPRESS BAND	LIVE BAND: END OF SUMMER SPLASH 2022	500.00
152136	9/22/2022	INLAND LIGHTING SUPPLIES, INC.	REPLACED PRKNG LOT LIGHTS; REPAIR DECO STRLIGHT	3,275.50
152137	9/22/2022	INLAND ROAD SERVICE & TIRE	TIRE REPLACEMENT; AFTER HOUR SVC CALL	6,701.37
152138	9/22/2022	KIMBALL MIDWEST	SAFETY CHAIN; VEHICLE SLIP HOOKS	250.46
152139	9/22/2022	KUUBIX GLOBAL LLC	PERMIT REFUNDS	962.50
152140	9/22/2022	LAWN TECH	PARKS: REPAIRS & MAINTENANCE	148.85
152141	9/22/2022	LEAGUE OF CALIFORNIA CITIES	RIVERSIDE COUNTY DIVISION MEETING	300.00
152142	9/22/2022	JERI LEE	ADAPTIVE ZUMBA INSTRUCTORMAY-JULY 2022	1,650.00
152143	9/22/2022	LIDA DIAZ AUCOTT	REFUND FOR SWIMMING LESSONS	100.00
152144	9/22/2022	LIEBERT CASSIDY WHITMORE	ERC TRAINING 09/08/22	1,134.00
152145	9/22/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	5,344.86
152146	9/22/2022	MESA ENERGY SYSTEMS, INC.	REPLACED AUX CONTRACTOR	1,905.00
152147	9/22/2022	MESA FENCE CO. INC.	PATRIOT PARK: CHAIN LON INSTALLATION	5,520.00
152148	9/22/2022	NATIONAL BUSINESS FURNITURE, LLC	ADMIN: OFFICE FURNITURE	3,845.19
152149	9/22/2022	O'REILLY FIRST CALL	ANIMAL CTRL: SIDE STEPS	287.50
152150	9/22/2022	LISETTE ORTEGA	BALLET INSTRUCTOR	1,208.00
152151	9/22/2022	P&P UNIFORMS RIV	ANIMAL CTRL UNIFORMS	129.27
152152	9/22/2022	PAPER RECYCLING & SHREDDING	ONSITE SHREDDING OF DOCUMENTS	73.00
152153	9/22/2022	PREMIERE GLOBAL SERVICES	TELEPHONE	10.92

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152154	9/22/2022	RAIN FOR RENT RIVERSIDE	MERCADO PARK: WATER STORAGE	854.29
152155	9/22/2022	ARCENIO RAMIREZ	REIMB: ENCHANTED HILLS EVENT & PARKS MEETING	245.58
152156	9/22/2022	RIGHTWAY	PORTABLE TOILET RENTAL	763.68
152157	9/22/2022	RIVERSIDE RUBBER STAMP & ENGRAVING	OFFICE SUPPLIES	37.20
152158	9/22/2022	RIVERSIDE COUNTY SHERIFF'S DEPT	CAL-ID MEMBER AGENCY ASSESSMENT 2022-2023	78,977.00
152159	9/22/2022	RIVERSIDE POLICE EXPLORERS	EXPLORER COMPETITION 10/01-10/02/22	1,160.00
152160	9/22/2022	ROSA'S BRIDE & TUX BOUTIQUE	EVENT RENTAL	3,878.34
152161	9/22/2022	SAM'S CLUB DIRECT	FINANCE: BREAKROOM SUPPLIES	306.69
152162	9/22/2022	SC FUELS	FUEL	12,809.63
152163	9/22/2022	SC FUELS	FUEL CARDS	448.14
152164	9/22/2022	SOUTHERN CALIFORNIA EDISON	ACCT 10133 09/16/22	206.83
152165	9/22/2022	SOUTHERN CALIFORNIA EDISON	PARAGON PARK 06/26-07/27/22	1,476.13
152166	9/22/2022	SOUTHERN CALIFORNIA EDISON	ACCT 09012 06/08-07/27/22	7,235.51
152167	9/22/2022	SOUTHERN CALIFORNIA EDISON	FOSS FIELD PARK 6/27-07/26/22	13,397.19
152168	9/22/2022	SHRED-IT C/O STERICYCLE, INC.	SHREDDING SVCS AUGUST 2022	515.00
152169	9/22/2022	SOUTHWEST STRUCTURES	RAMP FOR ANIMAL CONTROL TRUCK	3,231.00
152170	9/22/2022	STATE OF CALIFORNIA	BLOOF ALCOHOL ANALYSIS JLY-AUG 2022	630.00
152171	9/22/2022	SUNSET GRAPHICS	T-SHIRTS EMBROIDERY	236.85
152172	9/22/2022	SUNSTATE EQUIPMENT CO	EQUIPMENT RENTAL	1,230.65
152173	9/22/2022	TalentZok	TEMP STAFF SERVICES	17,973.13
152174	9/22/2022	SPECTRUM BUSINESS	SERVICES FOR JULY-AUGUST 2022	4,308.34
152175	9/22/2022	TRUE NORTH COMPLIANCE SERVICES, INC.	MULTIPLE PERMITS; PLAN REVIEWS	29,785.43
152176	9/22/2022	TRULY NOLEN BRANCH 064	PEST MONTHLY CONTROL	394.00
152177	9/22/2022	ULINE	FACILITY MAINTENANCE SUPPLIES	633.83
152178	9/22/2022	UNIFIRST CORPORATION	MAT(S) & SCRAPER FEE; UNIFORM MAINTENANCE	1,214.33
152179	9/22/2022	UNIFIRST FIRST AID CORP	AED METAL WALL CABINET; ZOLL AED	3,562.02
152180	9/22/2022	UNITED REFRIGERATION, INC.	FIRE STATION #90 A/C REPAIR	1,583.63
152181	9/22/2022	VAL VERDE GRAPHICS	RODS & RAILS 2022 T-SHIRTS	4,643.00
152182	9/22/2022	VISION GLASS AND TINT	CITY VEHICLE WINDSHIELD REPLACED	853.50
152183	9/22/2022	VORTEX INDUSTRIES, INC	REPAIRED GLASS / ALUMINUM DOORS	8,576.15
152184	9/22/2022	WALTERS WHOLESale ELECTRIC CO	MATERIALS USED TO REPLACE CONDUITS	558.36
152185	9/22/2022	WINGGRAPHICS, INC	ENCHANTED HILLS: GRAND OPENING SIGNAGE	88.72

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152186	9/22/2022	XEROX FINANCIAL SERVICES	PRINTERS CONTRACT LEASE	12,648.02
152187	9/28/2022	ALESHIRE & WYNDER, LLP	LEGAL SERVICES AUGUST 2022	87,347.34
152188	9/28/2022	IGNACIO ALVAREZ	REIMBURSEMENT: FUEL & PARKING FEE	45.00
152189	9/28/2022	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	523.15
152190	9/28/2022	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	19,157.92
152191	9/28/2022	AUTOMATED GATE SERVICES, INC	GATE SERVICES	644.40
152192	9/28/2022	BARNES CONSTRUCTION, INC.	CONCRETE FLATWORK, SIDEWALKS	7,870.00
152193	9/28/2022	MARY CATHY OWENS	KAJUKENBO 07/20-08/23/22	927.50
152194	9/28/2022	CREATIVE PRINTING	PERMIT SHEETS; CS ENVELOPES	1,651.91
152195	9/28/2022	DENNIS GRUBB & ASSOCIATES	PLAN CHECKS	13,745.00
152196	9/28/2022	FLOWATER, INC.	WATER DISPENSER RENTAL	462.18
152197	9/28/2022	HM CONSULTANTS, LLC	PCS-G22-05331; OFFSITE & ONSITE IMPROVEMENTS	53,946.21
152198	9/28/2022	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE SUPPLIES	600.07
152199	9/28/2022	J THAYER COMPANY, INC.	PW: OFFICE & BREAKROOM SUPPLIES	49.52
152200	9/28/2022	LA GARE CAFE	YAC SWEAR IN MEAL	170.22
152201	9/28/2022	LEILANI CONSTRUCTION INC.	LIBRARY: REMOVED STEEL FRAME WALL	4,950.00
152202	9/28/2022	EMMANUEL MARQUEZ	VISION REIMB. FY 22-23	169.74
152203	9/28/2022	NIELSEN MERKSAMER PARRINELLO	PROFESSIONAL SVCS AUGUST 2022	228.50
152204	9/28/2022	DAVID OSORIO	MARIACHI INSTRUCTOR AUGUST 2022	1,750.00
152205	9/28/2022	SALVADOR OSORIO	MARIACHI INSTRUCTOR AUGUST 2022	1,750.00
152206	9/28/2022	REGIONAL CONSERVATION AUTHORITY	PERMIT PMT19-02216 & ENCHANTED HILLS PARK MSHCP	145,043.02
152207	9/28/2022	ROMO PIPELINE	ASPHALT PATCH; GAZEBO REMOVAL; INSTALL WATER SVC	17,300.00
152208	9/28/2022	TEAMSTERS LOCAL 911	SEPTEMBER 2022 UNION DUES	4,448.00
152209	9/28/2022	WEST COAST ARBORISTS, INC	TREE PRUNING & TREE REMOVAL	2,174.30
152210	9/28/2022	WILLDAN FINANCIAL SERVICES	CFD:SPACIAL TAX CONSULTING; LMD/LIGHTING MAINT FY22-23	35,750.00
152211	9/29/2022	45110 17TH ST E. PROPERTIES	UB: WATER ACCOUNT DEPOSIT REFUND	82.90
152212	9/29/2022	4IMPRINT, INC.	UNIFORMS	1,024.60
152213	9/29/2022	7-ELEVEN, INC	MSHCP OVER PAYMENT PMT20-00201	3,110.18
152214	9/29/2022	ACTION SURVEYS, INC.	OFFER DEDICATION F063	1,600.00
152215	9/29/2022	ADAME LANDSCAPE, INC.	IRRIGATION REPAIRS	36,042.41
152216	9/29/2022	ALL MAGIC M.V. INC.	FINAL BILL FOR REPAIRS TO 2019 CHEVY SILVERADO	32,747.20
152217	9/29/2022	AMAZON WEB SERVICES, INC.	OFFICE SUPPLIES	257.63

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152218	9/29/2022	AMAZON CAPITAL SERVICES	DELL DESKTOP PC; DELL MONITOR; USB MIC FOR PC	1,649.55
152219	9/29/2022	ANDERSON CHEVROLET	VEHICLE REPAIRS & REPLACEMENT PARTS	4,075.15
152220	9/29/2022	ANDERSON ELECTRIC	ELECTRICAL REPAIRS & MAINTENANCE	11,215.00
152221	9/29/2022	AUTO ZONE COMMERCIAL	HEATER BLOWER MOTOR REPLACEMENT	84.14
152222	9/29/2022	BAY ALARM COMPANY	ALARM SYSTEM FOR SEPT 2022	560.00
152223	9/29/2022	BMW MOTORCYCLES OF RIVERSIDE	SHERIFF: MOTORCYCLE MAINT., TIRE REPLACEMENT	4,088.47
152224	9/29/2022	CDW GOVERNMENT	PHOTOSHOP F/TEAMS; ADO CC ALL APPS	2,479.40
152225	9/29/2022	CINTAS	SUPPLIES FOR FACILITY MAINTENANCE	480.71
152226	9/29/2022	CITI CARDS	ANIMAL CTRL OFFICER RADIOS; FINANCE DEPT OFFICE SUPPLIES	868.67
152227	9/29/2022	CONTINENTAL INTERPRETING SERVICES, INC	COUNCIL MTG 08/08 & 08/30/22; PLANNING COMM MTG 08/17/22	1,050.00
152228	9/29/2022	CORPORATE PAYMENT SYSTEMS	DEPUTY CM: BUSINESS MEALS;BOOKS; SUBSCRIPTIONS	307.12
152229	9/29/2022	CORPORATE PAYMENT SYSTEMS	YAC	503.51
152230	9/29/2022	CORPORATE PAYMENT SYSTEMS	SPECIAL DEPT EXPENSE; MEETINGS	919.23
152231	9/29/2022	CORPORATE PAYMENT SYSTEMS	ENCHANTED HILLS OPENING; ICSC CONF; EARLY CHILDHOOD PGM	2,547.93
152232	9/29/2022	CORPORATE PAYMENT SYSTEMS	MISAC CONF; REMOTE SUPPORT; CDBG TRAINING; PW CONF	8,372.95
152233	9/29/2022	CORPORATE PAYMENT SYSTEMS	FURNITURE; BOTTLED WATER; BABY SHOWER; LANDSCAPE EXPO	9,398.03
152234	9/29/2022	CORPORATE PAYMENT SYSTEMS	HIKE; BIKE LANE; HEALTHY CITIES CHALLENGE	10,438.98
152235	9/29/2022	CR&R INCORPORATED	COMMERCIAL BINS P/U; CONTAINER ONSITE "DUMP & RETURN"	8,799.98
152236	9/29/2022	DAN'S FEED AND SEED INC.	PET FOOD; PET SUPPLIES; GOATS MILK; STRAW HAT, BRASS NOZZLE	486.31
152237	9/29/2022	DELL MARKETING LP	GIS PC	6,859.12
152238	9/29/2022	EARTHCHEM INDUSTRIAL SUPPLY, LLC	COVID-19 JANITORIAL SUPPLIES	2,662.32
152239	9/29/2022	EASTERN MUNICIPAL WATER DISTRICT	SEWER AUGUST 2022/ WHOLESale WATER AUGUST 2022	210,627.18
152240	9/29/2022	EASTERN MUNICIPAL WATER DISTRICT	MULTIPLE ACCOUNTS 07/21-08/23/22	1,511.73
152241	9/29/2022	EASTERN MUNICIPAL WATER DISTRICT	MULTIPLE ACCOUNTS 07/20-08/23/22	23,928.15
152242	9/29/2022	EASTERN MUNICIPAL WATER DISTRICT	MULTIPLE ACCOUNTS 07/21-08/22/22	177,228.63
152243	9/29/2022	EIDE BAILLY LLP	ACCOUNTING SVCS AUGUST 2022	3,920.00
152244	9/29/2022	EMPLOYMENT SCREENING SERVICES,	EMPLOYMENT SCREENING	143.50
152245	9/29/2022	ESGIL, LLC	PLAN REVIEW	1,515.00
152246	9/29/2022	EWING IRRIGATION PRODUCTS, INC.	IRRIGATION REPAIRS	144.93
152247	9/29/2022	FRANCHISE TAX BOARD	FTB- GARNISHMENT	49.33
152248	9/29/2022	CARRINGTON MORTGAGE SERVICES, LLC	MORTGAGE ASSISTANCE PROGRAM	5,516.10
152249	9/29/2022	GOSCH - FORD	REPAIRS & REPLACEMENT PARTS	1,981.35

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152250	9/29/2022	GOSCH - TOYOTA	VEHICLE PARTS	12.53
152251	9/29/2022	GRAINGER	ENCHANTED HILLS: PET WASTE CONTAINER; HAND CLEANER DISP	3,262.95
152252	9/29/2022	GUARANTEED JANITORIAL SERVICE,	COVID-19 JANITORIAL SUPPLIES	13,305.20
152253	9/29/2022	ALTA HARRIS	MILEAGE REIMBURSEMENT 7/29-09/08/22	12.00
152254	9/29/2022	HAWK ANALYTICS, INC.	CELLHAWK SUBSCRIPTION 12 MONTHS	4,995.00
152255	9/29/2022	HLP, INC.	ANIMAL CONTROL SOFTWARE	27.30
152256	9/29/2022	IDN WILCO, INC.	FACILITY STOCK & PW ENG.	78.62
152257	9/29/2022	VISUAL EDGE, INC.	CONTRACT FROM 08/12-09/11/22	138.05
152258	9/29/2022	IMPERIAL SPRINKLER SUPPLY	JUNIOR MASTER GARDENER PROGRAM	206.65
152259	9/29/2022	INLAND DESERT SECURITY & COMM	ANSWERING SERVICES FOR SEPTEMBER 2022	1,335.00
152260	9/29/2022	KIMBALL MIDWEST	8PC TAPS / TOOLS FOR FACILITIES	316.79
152261	9/29/2022	L.O. LYNCH	REPAIRS / MOTOR INSPECTED	9,555.00
152262	9/29/2022	LANGSTON MOTORSPORTS	MOTOR EQUIPMENT; GLASSES & GLOVES	264.73
152263	9/29/2022	LAUREL PALMS APTS, INC.	RENTAL ASSISTANCE PGM	6,702.00
152264	9/29/2022	JUAN LEMUS	BOOTS & VISION REIMBURSEMENT	804.79
152265	9/29/2022	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	5,557.28
152266	9/29/2022	MARSHACK HAYS, LLP	WESTERN COMM. ENERGY; PER ENDING 08/31/22	19.25
152267	9/29/2022	MESA ENERGY SYSTEMS, INC.	A/C UNITS REPAIRS / MAINTENANCE	8,738.20
152268	9/29/2022	MR. G'S PLUMBING	JOHNS RD: CLEARED MAIN SEWER LINE	775.00
152269	9/29/2022	LATIESHA MUSCHAMP	CHILDCARE ASSISTANCE PGM AUGUST 2022	1,600.00
152270	9/29/2022	NAPA AUTO PARTS	OIL FOLTERS; CARGO BAR; BED COATING	416.38
152271	9/29/2022	PLAYCORE GROUP, INC. & SUBSIDIARIES	GEAR BIKE LANE PJCT; BIKE RACK	886.66
152272	9/29/2022	CITY OF PERRIS	UTILITY ASSISTANCE PROGRAM	106.70
152273	9/29/2022	SOUTHERN CALIFORNIA EDISON	UTILITY ASSISTANCE PROGRAM	337.25
152274	9/29/2022	PERRIS VALLEY HISTORICAL MUSEUM	REGISTRATION FOR MAYOR & COUNCIL MEMBER	50.00
152275	9/29/2022	ANDREW PETERS	BOOT REIMBURSEMENT BALANCE FY22-23	12.96
152276	9/29/2022	PITNEY BOWES GLOBAL FINANCIAL SVCS	LEASE; INSERT MACHINE JLY-OCT 2022	2,147.75
152277	9/29/2022	COUNTY OF RIVERSIDE	SHERIFF: FULL TIME AUGUST 2022	932.04
152278	9/29/2022	THE PUN GROUP, LLP	FINAL; AUDIT BILLING FY 21-22	5,304.00
152279	9/29/2022	RIVERSIDE COUNTY SHERIFF'S DEPT	EXTRA DUTY EVENTS: MOVIES IN THE PARK; EXPLORER POST	5,587.54
152280	9/29/2022	COUNTY OF RIVERSIDE-COMM HEALT	LAB TESTS JULY 2022	50.00
152281	9/29/2022	ROGERS ANDERSON MALODY & SCOTT LLP	PROGRESS AUDIT BILLING FY 21-22	7,500.00

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152282	9/29/2022	SC FUELS	FUEL 09/01-09/15	11,674.39
152283	9/29/2022	SC FUELS	FUEL; BULK 22 GALS	141.91
152284	9/29/2022	SOUTHERN CALIFORNIA EDISON	MULTIPLE ACCOUNTS 08/03-08/31	2,457.21
152285	9/29/2022	SOUTHERN CALIFORNIA EDISON	7TH ST & S B ST AUGUST 2022	6,032.86
152286	9/29/2022	SOUTHERN CALIFORNIA EDISON	MULTIPLE ACCOUNTS 09/01/22	10,377.62
152287	9/29/2022	SOUTHERN CALIFORNIA EDISON	MULTIPLE ACCOUNTS 08/19/22	32,965.60
152288	9/29/2022	SPARKLETT'S	BOTTLED WATER	265.53
152289	9/29/2022	ARIZONA MACHINERY LLC	QUICK PIN LOCKS	17.13
152290	9/29/2022	T-MOBILE USA INC	TIMING ADVANCE 07/30/22	25.00
152291	9/29/2022	TalentZok	TEMP STAFF SERVICES	3,645.60
152292	9/29/2022	THE CODE GROUP, INC	STAFFING SVCS; PLAN CHECK SVCS - JULY 2022	25,809.25
152293	9/29/2022	SPECTRUM BUSINESS	SERVICES FOR AUGUST-SEPTEMBER 2022	4,354.60
152294	9/29/2022	TRANSPORT GRAPHICS	CITY LOGOS DECAL; ANIMAL CTRL VINYL DECAL	539.22
152295	9/29/2022	TRULY NOLEN BRANCH 064	PEST CONTROL SERVICES	176.00
152296	9/29/2022	UNIFIRST CORPORATION	MAT(S) & SCRAPER FEES	413.07
152297	9/29/2022	VERIZON WIRELESS	PLATE READERS; CITY PHONES; IPADS; LINEAR PARK ; PARKS CAMS	13,165.81
152298	9/29/2022	VISTA PAINT CORPORATION	GRAFFITI ABATEMENT	1,055.88
152299	9/29/2022	VOYAGER FLEET	FUEL	2,008.48
152300	9/29/2022	WALTERS WHOLESale ELECTRIC CO	INTERIOR LIGHTING FOR CIP PJCT	880.59
152301	9/29/2022	WESTERN RIVERSIDE COUNCIL OF GOV	TUMF FEES AUGUST 2022	365,373.38
152302	9/29/2022	XEROX FINANCIAL SERVICES	LEASE CONTRACT 09/12-10/11/22	363.74
TOTAL				8,241,115.15



10.J.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: January 31, 2023

SUBJECT: Amendments to contract city engineer services agreement and supplemental agreement for engineering fee bank account with Interwest Consulting Group, Inc. to update fees, services, and designated signers (as applicable)

REQUESTED ACTION: 1) **Approve** an Amendment to the Contract Services Agreement with Interwest Consulting Group, Inc. for City Engineer Services, to update fees and services; 2) Approve an Amendment to the Supplemental Agreement for Engineering Fee Bank Account with Interwest Consulting Group, Inc. to update fees allocation and designated signers; and 3) **Authorize** the City Manager or his designee to execute all related documents in a form approved by the City Attorney.

CONTACT: Clara Miramontes, City Manager

BACKGROUND/DISCUSSION:

On May 27, 2003, Tri-Lake Consultants, Inc. entered into an agreement with the city to provide engineering services, which is now Interwest Consulting Inc., since 2018. The contract included plan check fees, entitlement review fees and hourly rate fees for all other services provided to the city, including design, administrative services, and project management. To date, only the hourly rate fees have been updated in 2014. All other fees, including plan check and entitlement review fees have never been updated since 2003. The proposed changes include an increase to the city's allocation of plan check fees collected from 15% to 40%, a 25% increase in hourly rates from the 2014 rates, a 25% increase to the entitlement review fees from the 2003 fees and the addition of WQMP review services for development projects. The proposed plan check allocation changes fall within typical fees with other consultant plan check services, such as building plan check.

These proposed changes were reviewed by the Way and Means Committee on December 15, 2022. The committee recommended approval of these changes and also directed staff to conduct a cost analysis in order to bring engineering services in-house for further review. The committee expressed concern about the need to provide a full-time engineering department as part of the city's operations. The cost analysis is being conducted by staff and will be brought back to the Ways and Means Committee once completed for a recommendation to the City Council. Also, staff will begin to implement invoicing procedures the same as all other consultant invoicing review processes.

The following table shows the proposed changes to the hourly rates, which are mostly paid by non-General Fund sources such as Measure A, grants, TUMF, RBBD and new development.

Table 3: Hourly Rate Fees z

Position Title	Current Rate Since 2014	Proposed Rate 2023	Percent Change Since 2014
City Engineer	\$125	\$156	+25%
Principal Engineer	\$120	\$150	+25%
Senior Engineer	\$110	\$138	+25%
Engineer	\$100	\$125	+25%
Senior Inspector	\$105	\$131	+25%
Inspector	\$90	\$112	+25%
Construction Engineer	\$110	\$137	+25%
Construction Manager	\$120	\$150	+25%
Senior Designer	\$105	\$131	+25%
Designer	\$95	\$119	+25%
Senior Drafter	\$95	\$119	+25%
Engineering Aide	\$50	\$62	+25%
Project Manager – (New position)	---	\$145	Currently contracted as needed
Administrative Analyst – (New position)	---	\$90	---
Administrative Services	\$50	\$62	+25%
NPDES Specialist – (New position)	---	\$120	Needed for review of WQMPs overflow
Outside Consultant	At Cost	At Cost	0%
Mileage	IRS Rate	IRS Rate	0%

Additionally, as part of the original engineering contract services agreement, a Supplemental Agreement for Engineering Fee Bank Account was also entered into for the purpose of management and allocation of collected fees. This supplemental agreement must be updated to reflect the above and, further, to reflect the current City Engineer (Stuart McKibbin) as the signer of the engineering fee bank account.

The proposed changes to the fee do not change any other terms of the contract, including the termination of the contract. The contract currently includes a termination clause of 30 days' notice at any time. If the city approves the proposed updates, the changes will take effect February 1, 2023.

Staff is recommending that the City Council approve the proposed amendments in order to update the fees and services and designated signer provided by Interwest Consulting Inc. Additionally, staff has begun to conduct a cost analysis study for bringing engineering services in-house and will be brought back to the Way and Means Committee for future review and recommendation to the City Council.

BUDGET (or FISCAL) IMPACT: Increase to General Fund revenue resulting from an increase in city allocation portion from plan check fees collected.

Prepared by: Clara Miramontes, City Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager WB

Deputy City Manager EP

Attachments:

1. Amendment to Contract Services Agreement and Supplemental Agreement for Engineering Fee Bank Account with Interwest Consulting Group, Inc., including "Exhibits A – Scope of Services" and "Exhibit B – Schedule of Compensation"
2. Original Contract Services Agreement and Supplemental Agreement

Consent: January 31, 2023

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

Amendment to Contract Services Agreement and Supplemental Agreement

**SIXTH AMENDMENT TO CONTRACT
SERVICES AGREEMENT BETWEEN THE
CITY OF PERRIS AND INTERWEST CONSULTING GROUP INC.**

THIS SIXTH AMENDMENT TO CONTRACT SERVICES AGREEMENT (“Amendment”) by and between the CITY OF PERRIS, a California municipal corporation (“City”) and INTERWEST CONSULTING GROUP INC., a Colorado corporation (“Contractor”) is effective as of the ___ day _____, 2023.

RECITALS

A. City and Tri-Lake Consultants, Inc. entered into that certain Agreement for Contract Services dated May 27, 2003 (“Agreement”) whereby Tri-Lake Consultants, Inc. agreed to provide City Engineering Services to the City as provided therein; and

B. The City and Tri-Lake Consultants, Inc. have variously amended the Agreement since 2003, including an amendment dated May 29, 2018, whereby professional building plan review services were added to the Agreement’s scope of services.

C. In 2018, Tri-Lake Consultants, Inc. was acquired by Contractor in 2018 and Contractor has assumed all rights and obligations of the Agreement; therefore, Contractor provides City Engineering Services to the City pursuant to the Agreement.

D. Since 2018, City and Contractor agreed to amend the Agreement to temporarily provide interim public works director (dated March 10, 2020) and interim development services director (dated December 8, 2020) services.

E. The City and Contractor now desire to amend the Agreement again in order to revise the Scope of Services – Professional City Engineering Services Exhibit A and update the Schedule of Compensation in Exhibit B of the Agreement.

TERMS

1. **Recitals; Terms.** The Recitals set forth above are incorporated herein by this reference. The terms used in this Amendment shall have the same definitions as provided in the Agreement.

2. **Contract Changes.** The Agreement is amended as provided herein.

2.1 The document entitled “Scope of Services – Professional City Engineering Services” in Exhibit A of the Agreement is hereby replaced with the “Scope of Services – Professional City Engineering Services” document attached hereto as Exhibit A of this Amendment.

2.2 Exhibit B of the Agreement is hereby replaced in its entirety by Exhibit B of this Amendment.

3. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

5. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

6. **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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

[SIGNATURES ON THE FOLLOWING PAGE]

CITY:

CITY OF PERRIS, a municipal corporation

Clara Miramontes, City Manager

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Robert Khuu, City Attorney

CONTRACTOR:

INTERWEST CONSULTING GROUP INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	
<input type="checkbox"/> <input type="checkbox"/> GENERAL	
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING:	_____ DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____	DESCRIPTION OF ATTACHED DOCUMENT _____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE
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**EXHIBIT A
SCOPE OF SERVICES**

PROFESSIONAL CITY ENGINEERING SERVICES

MANAGERIAL SERVICES

In general, the Contractor will serve as the Designated City Engineer and provide ~~managerial services by providing~~ the following:

1. Provide direction and oversight to the City engineering and public works projects of the City.
2. Attend all City Council and Redevelopment Agency meetings as necessary.
3. Maintain office hours within the City limits of Perris of ~~twenty (20) hours~~ forty (40) hours per week plus additional hours that may be requested for in advance by the City. The Contractor's staff will be available beyond the minimum hours.
4. Respond to residents, City officials and developers concerns.
5. Attend City management staff meetings as directed by the City Manager.
6. Attend all necessary interagency meetings requiring public works managerial staff as directed by the City Manager.
7. Prepare engineering conditions of approval for miscellaneous land use projects.
8. Make recommendations as to needed upgrading of City infrastructure.
9. Coordinate with utility agencies, review and update standards for trench repair and other public works improvements.
10. Prepare necessary documents to apply for local,, state and federally funded grants.
11. Prepare and/or review staff reports for City Council agendas as directed by the City Manager.
12. Prepare minor traffic related studies.
13. Design and prepare plans and specifications for all capital improvement projects ~~estimated to having a value of less than \$2 million~~, as assigned by the City Manager.
14. ~~The City Manager will recommend engineering service arrangements to the City Council for capital improvements projects of value in excess of \$2 million.~~

GENERAL CITY ENGINEERING SERVICES

City engineering function will also include, but not be limited to, the checking and review of final maps, parcel maps, traverse calculations, drainage studies, **water quality management plans**, public infrastructure improvement plans, cross sections, grading plans, easement and right-of-way documents, lot line adjustments, parcel mergers, conditional/certificates of compliance, title reports, engineering specifications, soils/geotechnical reports, hydrologic/hydraulic studies, construction cost estimates, etc., prepared by outside engineering firms for private development projects in conformance with the approved project conditions of approval.

Process new maps, agreements and bonds

- Prepare original documents
- Prepare related staff reports for City Council action
- Keep agreements current by amendment or by replacement agreement
- Process faithful performance surety reduction process; at ~~90~~ **15** days from ~~acceptance date~~ **notice of completion**
- Process materials and labor providers surety exoneration; at ~~10 months~~ **15 days** from acceptance date
- **Process materials and labor warranty exoneration: one-year from acceptance date**

Process grading permits

- Receive plans and application
- Check license numbers
- Check Workers' Compensation Insurance
- Check fees
- Issue permit
- Transmit copy of permit and plans to Construction Inspector

Process encroachment permits

- Receive plans and application
- Transmit copy of permit and plans to Construction Inspector

Process traffic control plans **associated with encroachment permits:**

- Receive traffic control plans and forward to Transportation Engineering
- ~~Receive~~ **Make** corrections or approve plans and forward to applicant
- Check fees
- Issue permit
- Transmit copy
- Program record to track expiration dates of permit and insurance

Counter and telephone service

- Respond to general/**public** inquiries
- Provide copies of bench marks' records

- Provide copies of street ties' records
- Provide copies of City standards
- Provide copies of flood zones
- Respond to complaints
- Research and pull maps, plans, files, etc.
- Respond to Public Records Acts requests

WQMP review services

- Review preliminary WQMPs
- Review final WQMPs

PLAN CHECK SERVICES

For each project requiring plan check services, the Contractor shall prepare a final cost estimate to be utilized for bonding purposes and establishment of plan check fees. The Contractor shall adhere to a 30-day plan review period (turn-around time); and more specifically described as follows:

1. With the first plan check submittal the Contractor shall research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, and tentative maps, etc. The City will make available City records on regularly scheduled workdays. City copy machines will be made available to the Contractor to reproduce any plans or other documents as necessary for the Contractor's use in performing the plan check.
2. The City will provide the project conditions of approval with the first plan check.
3. The Contractor shall check and review the maps, plans, specifications, and construction cost estimate for conformance to the City of Perris' standards and practices. The consultant shall provide clear, concise, and complete plan check review to include, but not limited to, among other things, boundary control, closure calculations, City title block, project title; vicinity (location) map; north arrows, scales; general notes; construction notes; quantity estimates, construction legend, telephone numbers of utilities and other affected agencies and businesses; existing improvements; building locations, entrances; drive approaches; water service location; sewer manhole lid and water valve lid; cross gutters; pedestrian ramps; painting of traffic stripes and legends; curb returns; details of private improvements to be constructed, reconstructed or relocated, such as driveways, parking lots, drainage devices 18 inches and larger, other details that are of benefit to and/or requested by the City.
4. The Contractor shall perform subsequent plan checks to complete the plan checking process as deemed necessary.
5. The Contractor shall coordinate final map, parcel map, lot line adjustments, parcel mergers, conditional/certificate of compliance, grading plans reviews and approvals with the City's Building and Safety Division and the Planning Division.
6. The Contractor will maintain original drawings of street plans, drain plans, etc. for the City. All drawings, specifications, reports, records, documents and other materials prepared by

Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of the City and shall be delivered to City upon request of the Contractor Officer or upon termination of this Agreement, and Contractor 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 the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and City shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All Subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7. A Registered Civil Engineer in the State of California shall be the responsible engineer in charge of the plan check process. A Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying shall be the responsible engineer/surveyor in charge for the map and easement plan check.

CONSTRUCTION OBSERVATION SERVICES

1. Monitor the construction of miscellaneous encroachment permit related projects.
2. Monitor the construction of offsite improvements such as water, sewer, street, drainage and other facilities installed by private developers for miscellaneous projects.
3. Monitor the construction of onsite parking improvements such as water, sewer, street, drainage and other facilities installed by private developers for miscellaneous projects.
4. Construction management and observation of public works/capital improvement projects including water, sewer, drainage, street, signals and other facilities.
5. Preparation of inspection reports, change orders, and review and process progress payments for capital improvements projects.
6. Preparation and submittal of invoices to CALTRANS and other Federal agencies for reimbursement of miscellaneous capital improvement projects.

5. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

6. **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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

[SIGNATURES ON THE FOLLOWING PAGE]

**FIRST AMENDMENT TO THE
SUPPLEMENTAL AGREEMENT FOR
ENGINEERING FEE BANK ACCOUNT**

THIS FIRST AMENDMENT TO THE SUPPLEMENTAL AGREEMENT FOR ENGINEERING FEE BANK ACCOUNT (“Amendment”) by and between the CITY OF PERRIS, a California municipal corporation (“City”) and INTERWEST CONSULTING GROUP INC., a Colorado corporation (“Contractor”) is effective as of the ____ day of _____, 2023.

RECITALS

A. City and Tri-Lake Consultants, Inc. entered into that certain Agreement for Contract Services dated May 27, 2003 (“Original Agreement”) whereby Tri-Lake Consultants, Inc. agreed to provide City Engineering Services to the City as provided therein; and

B. The Original Agreement required the City and Tri-Lake Consultants, Inc. to enter into an agreement entitled the “Supplemental Agreement for Engineering Fee Bank Account” permitting Tri-Lake Consultants, Inc. to collect fees from the general public for performing engineering plan checks and public improvements inspections and, further, provides for the allocation of such collected fees between City and Tri-Lake Consultants, Inc. (“Agreement”); and

C. The City and Tri-Lake Consultants, Inc. entered into the Agreement dated May 27, 2003; and

D. In 2018, Tri-Lake Consultants, Inc. was acquired by Contractor in 2018 and Contractor has assume all right and obligations of the Original Agreement and the Agreement; therefore, Contractor provides City Engineering Services to the City pursuant to the Agreement and, in connection therewith, has access to/manages the Engineering Fee Bank Account pursuant to the Agreement; and

E. The City and Contractor now desire to amend the Agreement in order to revise the allocation of city engineer fees between the City and Contractor.

F. The City and Contractor now further desire to amend the Agreement in order to update the designated City Engineer signer for the bank account provided in the Agreement.

TERMS

1. **Recitals; Terms.** The Recitals set forth above are incorporated herein by this reference. The terms used in this Amendment shall have the same definitions as provided in the Agreement.

2. **Contract Changes.** The Agreement is amended as provided herein.

2.1 Section 1.2, “Signature Authority,” is hereby amended as follows:

“The City agrees to designate Stuart McKibbin (in his capacity as the appointed City Engineer) as a signer for the bank account along with the City Manager or

his/her designee. The drawing of checks will require two signatures, the City Engineer and the City Manager or his/her designee.”

2.2 Section 2.1, “Plan Check Fees,” is hereby amended as follows:

“The City and Contractor agree to maintain the current City plan check fee equal to 3.5% of the value of the improvements (“Plan Check Fee”) and 1.5% of the value of improvements for non-city owned facilities. City and Contractor further agree to share the Plan Check Fees so collected such that the City receives 40% of the Plan Check Fee and the Contractor receives 60% of the Plan Check Fee for the provision of Plan Check Services pursuant to the Agreement between City and Contractor whereby Contractor provides City Engineering Services to the City as provided therein and dated May 27, 2003.”

2.3 Section 2.2, “Public Works Improvement Inspection Fees,” is hereby amended as follows:

“The City and Contractor agree to maintain the current public works improvement inspection fee equal to 3% of the value of the improvements (“Public Works Improvement Inspection Fee”) and 1.5% of the value of improvements for non-city owned facilities. City and Contractor further agree to share the Public Works Improvement Inspection Fee so collected such that the City receives 40% of the Public Works Improvement Inspection Fee and the Contractor receives 60% of the Public Works Improvement Inspection Fee for the provision of Public Works Improvement Inspection Services pursuant to the Agreement between City and Contractor whereby Contractor provides City Engineering Services to the City as provided therein and dated May 27, 2003.”

3. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no

events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

5. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

6. **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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

[SIGNATURES ON THE FOLLOWING PAGE]

CITY:

CITY OF PERRIS, a municipal corporation

Clara Miramontes, City Manager

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Robert Khuu, City Attorney

CONTRACTOR:

INTERWEST CONSULTING GROUP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

<p><input type="checkbox"/> CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED</p> <p><input type="checkbox"/> <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT.</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p> <p>_____</p> <p>SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p>TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p>NUMBER OF PAGES</p> <p>_____</p> <p>DATE OF DOCUMENT</p> <p>_____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE</p>
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	_____ DATE OF DOCUMENT
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

ATTACHMENT 2

Original Contract Services Agreement and Supplemental Agreement

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
CITY ENGINEERING SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 27th day of May, 2003, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and Tri-Lake Consultants, Inc. (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services.

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

1.2 Compliance With Law.

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

1.3 Licenses, Permits, Fees and Assessments.

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

1.4 Engineering Fee Bank Account.

The City and Contractor agree to open an engineering fee bank account that will be used for the deposit and disbursement of fees collected for engineering plan checks and public improvement inspections. The manner in which the bank account will be managed shall be governed by a separate supplemental agreement between the City and the Contractor (the "Supplemental Agreement"), which will be retained on file at the City. The City Manager is authorized to execute the Supplemental Agreement and to approve amendments from time to time as necessary to carry out the intent of the Agreement.

2.0 **COMPENSATION**

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference. All services will be compensated for on an hourly basis except for engineering plan checks and public improvement inspections (which will be paid for a percentage basis as specified in Exhibit "B" and in the Supplemental Agreement.)

2.2 Method of Payment.

Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid within 30 days of presenting to the City an invoice in a form approved by the City's Finance Director.

3.0 **COORDINATION OF WORK**

3.1 Representative of Contractor.

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

3.2 Contract Officer.

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

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.

4.0 **INSURANCE AND INDEMNIFICATION**

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) Comprehensive General Liability Insurance.

A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$500,000 or (ii) bodily injury limits of \$250,000 per person, \$500,000 per occurrence and \$500,000 products and completed operations and property damage limits of \$100,000 per occurrence and \$100,000 in the aggregate.

(b) Worker's Compensation Insurance.

A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance.

A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$250,000 per person and \$500,000 per occurrence and property damage liability limits of \$100,000 per occurrence and \$250,000 in the aggregate or (ii) combined single limit liability of \$500,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Errors and Omission Professional Insurance

The Contractor will carry a policy of errors and omission professional insurance written on a per occurrence basis in an amount not less than \$250,000 per occurrence and \$1 million in the aggregate.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

The Contractor agrees that the provisions of this Section 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 persons for which the Contractor 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.

4.2 Indemnification.

Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of the City.

5.0 TERM

5.1 Term.

Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until terminated by either party pursuant to Section 5.2.

5.2 Termination Prior to Expiration of Term.

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

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination.

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

6.2 Non-liability of City Officers and Employees.

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

6.3 Conflict of Interest.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.4 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF PERRIS, 101 North D Street, Perris, CA 92570, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation.

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

6.6 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and 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.

6.7 Severability.

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

6.8 Waiver.

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

6.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority.

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

[END – SIGNATURE PAGE FOLLOWS]

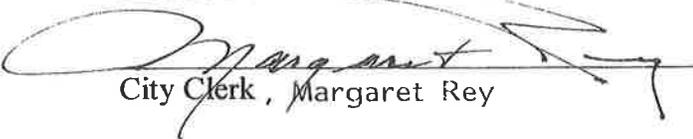
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF PERRIS,
a municipal corporation


City Manager, Hector Apodaca

ATTEST:


City Clerk, Margaret Rey

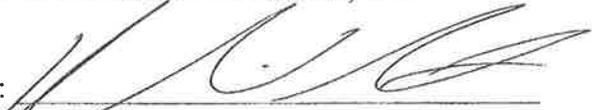
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP


City Attorney, Eric Dunn

CONTRACTOR:

TRI-LAKE CONSULTANTS, INC.

By: 
Name: Habib Motlagh
Title: Principal

Address: 170 Wilkerson Ave, Ste. A
PO Box 606
Perris, CA 92570

[END OF SIGNATURES]

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
SCHEDULE OF COMPENSATION

EXHIBIT "A"
SCOPE OF SERVICES

PROFESSIONAL CITY ENGINEERING SERVICES

MANAGERIAL SERVICES

In general, the Contractor will serve as the Designated City Engineer and provide managerial services by providing the following:

1. Provide direction and oversight to the City engineering and public works projects of the City.
2. Attend all City Council and Redevelopment Agency meetings as necessary.
3. Maintain office hours within the City limits of Perris of twenty (20) hours per week plus additional hours that may be requested for in advance by the City. The Contractor's staff will be available beyond the minimum hours.
4. Respond to residents, City officials and developers concerns.
5. Attend City management staff meetings as directed by the City Manager.
6. Attend all necessary interagency meetings requiring public works managerial staff as directed by the City Manager.
7. Prepare engineering conditions of approval for miscellaneous land use projects.
8. Make recommendations as to needed upgrading of City infrastructure.
9. Coordinate with utility agencies, review and update standards for trench repair and other public works improvements.
10. Prepare the necessary documents to apply for local, state and federally funded grants.
11. Prepare and/or review staff reports for City Council agendas as directed by the City Manager.
12. Prepare minor traffic related studies.
13. Design and prepare plans and specifications for all capital improvement projects estimated to having a value of less than \$2 million.
14. The City Manager will recommend engineering service arrangements to the City Council for capital improvement projects of value in excess of \$2 million.

GENERAL CITY ENGINEERING SERVICES

City engineering function will also include, but not be limited to, the checking and review of final maps, parcel maps, traverse calculations, drainage studies, public infrastructure improvement plans, cross sections, grading plans, easement and right-of-way documents, lot line adjustments, parcel mergers, conditional/certificates of compliance, title reports, engineering specifications, soils/geotechnical reports, hydrologic/hydraulic studies, construction cost estimates, etc., prepared by outside engineering firms for private development projects in conformance with the approved project conditions of approval.

Process new maps, agreements and bonds

- Prepare original documents.
- Prepare related staff reports for City Council action
- Keep agreements current by amendment or by replacement agreement
- Process faithful performance surety reduction process; at 90 days from acceptance date
- Process materials and labor providers surety exoneration; at 10 months from acceptance date
- Process materials and labor warranty exoneration; at one-year from acceptance date

Process grading permits

- Receive plans and application
- Check license numbers
- Check Workers' Compensation Insurance
- Check fees
- Issue permit
- Transmit copy of permit and plans to Construction Inspector

Process encroachment permits

- Receive plans and application
- Transmit copy of permit and plans to Construction Inspector

Process traffic control plans

- Receive traffic control plans and forward to Transportation Engineering
- Receive corrections or approved plans and forward to applicant
- Check fees
- Issue permit
- Transmit copy
- Program record to track expiration dates of permit and insurance

Counter and telephone service

- Respond to general inquiries
- Provide copies of bench marks' records
- Provide copies of street ties' records
- Provide copies of City standards

- Provide copies of flood zones
- Respond to complaints
- Research and pull maps, plans, files etc.

PLAN CHECK SERVICES

For each project requiring plan check services, the Contractor shall prepare a final cost estimate to be utilized for bonding purposes and establishment of plan check fees. The Contractor shall adhere to a 30-day plan review period (turn-around time); and more specifically described as follows:

1. With the first plan check submittal the Contractor shall research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, and tentative maps, etc. The City will make available City records on regularly scheduled workdays. City copy machines will be made available to the Contractor to reproduce any plans or other documents as necessary for the Contractor's use in performing the plan check.
2. The City will provide the project conditions of approval with the first plan check.
3. The Contractor shall check and review the maps, plans, specifications, and construction cost estimate for conformance to the City of Perris' standards and practices. The consultant shall provide clear, concise, and complete plan check reviews to include, but not limited to, among other things, boundary control, closure calculations, City title block, project title; vicinity (location) map; north arrows; scales; general notes; construction notes; quantity estimates, construction legend; telephone numbers of utilities and other affected agencies and businesses; existing improvements; building locations, entrances; drive approaches; water service location; sewer manhole lid and water valve lid; cross gutters; pedestrian ramps; painting of traffic stripes and legends; curb returns; details of private improvements to be constructed, reconstructed or relocated, such as driveways, parking lots, drainage devices 18 inches and larger, other details that are of benefit to and/or requested by the City.
4. The Contractor shall perform subsequent plan checks to complete the plan checking process as deemed necessary.
5. The Contractor shall coordinate final map, parcel map, lot line adjustments, parcel mergers, conditional/certificate of compliance, grading plan reviews and approvals with the City's Building and Safety Division and the Planning Division.
6. The Contractor will maintain original drawings of street plans, drain plans, etc. for the City. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, 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 termination of this Agreement, and Contractor 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 the documents and materials hereunder. Any use of such completed documents for other projects

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

7. A Registered Civil Engineer in the State of California shall be the responsible engineer in charge of the plan check process. A Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying shall be the responsible engineer/surveyor in charge of the map and easement plan check.

CONSTRUCTION OBSERVATION SERVICES

1. Monitor the construction of miscellaneous encroachment permit related projects.
2. Monitor the construction of offsite improvements such as water, sewer, street, drainage and other facilities installed by private developers for miscellaneous projects.
3. Monitor the construction of onsite parking improvements such as water, sewer, street, drainage and other facilities installed by private developers for miscellaneous projects.
4. Construction management and observation of public works/capital improvement projects including water, sewer, drainage, street, signals and other facilities.
5. Preparation of inspection reports and review and process progress payments for capital improvement projects.
6. Preparation and submittal of invoices to CALTRANS and other Federal agencies for reimbursement of miscellaneous capital improvement projects.

EXHIBIT "B"
SCHEDULE OF COMPENSATION

PROFESSIONAL CITY ENGINEERING SERVICES
Effective July 1, 2003

Schedule of Lump Sum Fees

<u>Fixed Serviceⁱ</u>	<u>Lump Sum Fee</u>
Development Plan Review	\$1,000
Conditional Use Permit (CUP)	\$900
 <u>Tentative Parcel Maps:</u>	
Residential	\$1,000 + \$15/lot
Commercial/Industrial	\$1,000 + \$15/lot
Final Parcel Map	\$600 + \$15/lot
Tentative Tract Map	\$1,100 + \$15/lot
Final Tract Map	\$1,000 + \$35/lot
 <u>Offsite Plan Check:</u>	
Street, water & sewer (City-owned) And Non-master Planned drainage facilities	3.0% of construction est. + \$40/lot
Master Planned drainage facilities	1.0% of construction estimate
Sewer & water (EMWD)	1.2% of construction estimate
 <u>Grading Plan Checks:</u>	
Parcel or tentative map	\$500 + ½ Uniform Bldg Code (UBC)
Development plan reviews & CUP	3.0% of onsite construction est. + UBC
 <u>Construction Observation:</u>	
Street, Water & Sewer (City-owned) And Non-master Planned Drainage Facilities	2.0% of construction estimate
Master Planned Drainage Facilities	1.2% of construction estimate
Sewer & Water (EMWD)	1.2% of construction estimate
Grading (tentative or parcel map)	\$400 + UBC
Development Plan Review/CUP	2.0% of onsite construction estimate + UBC
Single Family	UBC
Final Monumentation Inspection	\$40 + \$8/lot
Outside Services	At Cost
* Monthly Retainer	\$500
**Mileage	\$0.32/mile
*For attendance at City Agenda & Council Meetings	
**For Capital Projects & Meeting Attendance	

EXHIBIT "B"
SCHEDULE OF COMPENSATION

Effective July 1, 2003

Hourly Billing Rates

Position	Hourly Rate
Engineering & Construction Management:	
City Engineer	\$95
Principal Engineer	\$95
Senior Engineer	\$85
Engineer	\$80
Inspector	\$65
Design & Drafting:	
Senior Designer	\$80
Principal Planner	\$80
Senior Drafter	\$75
Engineering Aide	\$40
Administrative Services	\$35

Fixed Services: The City and Contractor agree that fees apportioned to the Contractor represent the full payment for the related services unless otherwise authorized in writing by the City. The Contractor must submit requests for additional fees in writing to the City.



Schedule of Compensation
Effective January 1, 2014

Hourly Billing Rates

<u>Position</u>	<u>Hourly Rate</u>
City Engineer	\$125.00
Principal Engineer	\$120.00
Senior Engineer	\$110.00
Engineer	\$100.00
Senior Inspector	\$105.00
Inspector	\$90.00
* Construction Engineer	\$110.00
* Construction Manager	\$120.00
Senior Designer	\$105.00
Designer	\$95.00
Senior Drafter	\$95.00
Engineering Aide	\$50.00
Administrative Services	\$50.00
Mileage	IRS Rate
Outside Consultants	Cost

* New Position

CITY OF PERRIS

SUPPLEMENTAL AGREEMENT FOR ENGINEERING FEE BANK ACCOUNT

This agreement is made and entered into this 27th day of May, 2003, by and between the City of Perris, a municipal corporation, (herein "City") and Tri-Lake Consultants, Inc. (herein "Contractor").

WHEREAS, as noted in a resolution approved by the City Council, the City has appointed Habib Motlagh (principal owner of Tri-Lake Consultants, Inc.) as the City Engineer.

WHEREAS, in conjunction with appointing Habib Motlagh as City Engineer, the parties have already entered into an agreement for the Contractor to provide engineering services for the City.

WHEREAS, as specified in the engineering agreement, the Contractor will provide plan checks and public improvement inspections on behalf of the City for items submitted to the City by the general public.

WHEREAS, in conjunction with service fees adopted by the City pursuant to Resolution #2659, the City Engineer may collect fees from the general public for performing engineering plan checks and public improvement inspections.

NOW, THEREFORE, the parties hereto agree as follow:

1.0 ENGINEERING FEE BANK ACCOUNT

1.1 Purpose of Bank Account

The City agrees to open a bank account (herein "Engineering Account") in the City's name that will be used for the deposit and disbursement of fees collected for engineering plan check and engineering public improvement inspections. The Contractor agrees to assume the cost of all related bank fees and to share evenly with the City any interest earnings over and above bank fees.

1.2 Signature Authority

The City agrees to designate Habib Motlagh (the appointed City Engineer) as a signer for the bank account along with the City Manager or his/her designee. The drawing of checks will require two signatures, the City Engineer and the City Manager or his/her designee.

1.3 Responsibility for Fee Collection

The City and Contractor agree that the Contractor will have the primary responsibility for collecting fees associated to engineering plan checks and public improvement inspections and depositing said funds in the Engineering Account.

2.0 ALLOCATION OF ENGINEERING FEES

2.1 Plan Check Fees

The City and Contractor agree to maintain the current plan check fee equal to 3.5% of the value of the improvements. They further agree to maintain the current sharing of fees whereas the City receives 0.5% and the Contractor receives 3.0% for the provision of plan check services.

2.2 Public Works Improvement Inspection Fees

The City and Contractor agree to maintain the current public works improvement inspection fee equal to 3% of the value of the improvements. They further agree to maintain the current sharing of fees whereas the City receives 1.0% and the contractor receives 2.0% for the provision of public works improvement inspection services.

2.3 Timing of Contractor's Draw Downs

The parties agree that the Contractor has the ability to draw down on its portion of the fees at any time once the Contractor commences work on the project related to a collected fee.

2.4 Unused Fees/Refund of Fees

The Contractor agrees that it will be committed to completing the related services once it draws upon the collected funds. The Contractor is released from this commitment if the applicant requesting the plan check or improvement inspection does not finalize their project within two years from when the original fee was paid. Any unused portion of the fees remaining will be remitted to the City for refund to the applicant (first (1st) plan check equals 60% of the fee; second (2nd) plan check equals 20%; third (3rd) plan check equals 20%).

2.5 Sharing of Collected Fees

The sharing of collected fees will be via the issuance of separate checks drawn upon the deposited funds. The Contractor may withdraw his share of funds pursuant to Section 2.3 (above) with a check payable to Tri-Lake Consultants as authorized and signed by both parties. The City's portion of the fees will be withdrawn by a check payable to the City of Perris, as authorized and signed by both parties, on a schedule of twice a month (the next business day after the 15th and 31st of each month).

3.0 ACCOUNTING AND REPORTING

3.1 Reports and Reconciliations

The Contractor will provide a quarterly recap of activity in the Engineering Account to the City. The quarterly recap will include a bank reconciliation, a listing of fees retained by the Contractor and an inventory of fees on hand (identified by project or applicant) for pending plan checks and inspections. The Contractor will submit the quarterly recap to the City's Finance Director within 45 days of the quarter end.

3.2 Bank Statements and Related Documents

The original bank statements with cancelled checks will be directed to the Contractor with a duplicate copy of the bank statement to be sent to the City's Finance Director.

3.3 Check Stock and Register

The Contractor will maintain a check register and record of all deposits and disbursements for the Engineering Account. The Contractor will keep the check stock related to the Engineering Account in a secure location.

3.4 Responsibility of Funds

The Contractor will be responsible for all funds held in the Engineering Account once said fees are deposited into the bank account. The City may audit or examine the activity in the Engineering Account at any time by giving reasonable notice to the Contractor.

3.5 Use of Engineering Account for Other Purposes

The City and Contractor agree that the Engineering Account will not be used for any other purpose except for the tracking of fees related to engineering plan checks and public improvement inspections.

3.6 Ownership of Funds

While funds are held in the Engineering Account, the City and Contractor agree that the funds will be considered General Fund monies and property of the City until they are withdrawn from the account by either party.

END - SIGNATURE PAGE FOLLOWS

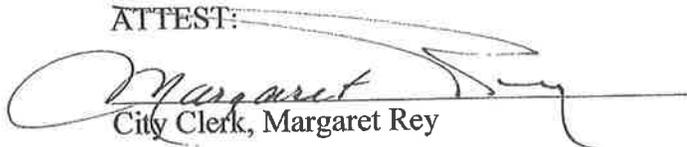
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF PERRIS,
a municipal corporation


Interim City Manager, Hector Apodaca

ATTEST:


City Clerk, Margaret Rey

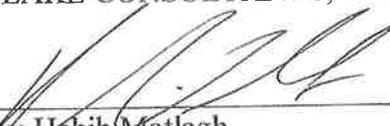
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP


City Attorney, Eric Dunn

CONTRACTOR:

TRI-LAKE CONSULTANTS, INC.

By: 
Name: Habib Motlagh
Title: Principal

Address: 170 Wilkerson Ave, Suite A
PO Box 606
Perris, CA 92570

END OF SIGNATURES



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 31, 2023

SUBJECT: Western Community Energy (WCE) Termination Agreement

REQUESTED ACTION: Approve Termination Agreement Regarding Western Community Energy (WCE)

CONTACT: Clara Miramontes, City Manager

BACKGROUND/DISCUSSION:

The City of Perris became a participant of the Western Community Energy (WCE) Joint Powers Authority in 2018 for the purpose of creating a community choice aggregation program that gives local government the opportunity to buy electricity directly from its source and then offering it to the community at a more competitive rate than Southern California Edison. The program launched in April 2020 and has since undergone difficult unforeseen challenges that have resulted in no longer benefitting its customers. Due to past unprecedented heat waves in the past few years which depleted supplies and drove up costs, rising energy costs due to state renewable energy requirements, and the COVID-19 mandate that no customers could be disconnected due to non-payment of their utility bills causing a high rate of delinquencies, the WCE Board made the decision to file for Chapter 9 Bankruptcy in March 2021.

The US Bankruptcy Court recently concluded the bankruptcy process and all outstanding claims have been settled. One of the last actions that needs to be taken is that the WCE JPA needs to be formally dissolved. The dissolution process begins with each member agency taking action individually to dissolve the JPA. Staff is recommending that the City Council approve the attached dissolution agreement that lays out roles and responsibilities for the various agencies moving forward. All participant cities will need to approve the dissolution agreement before the next WCE meeting. The WCE plans to have a final meeting in March 2023 so that the JPA can then officially terminate. The management services agreement between WCE and WRCOG will be terminated as of April 21, 2023. This schedule allows WRCOG to continue working on WCE during the wind-down.

BUDGET (or FISCAL) IMPACT: There is no impact to the general fund.

Prepared by: Clara Miramontes, City Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager WB
Deputy City Manager ER

Attachments:

1. Termination Agreement Regarding Western Community Energy (WCE)

Consent: January 31, 2023
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1
TERMINATION AGREEMENT REGARDING
WESTERN COMMUNITY ENERGY

**TERMINATION AGREEMENT
REGARDING
WESTERN COMMUNITY ENERGY**

This Termination Agreement Regarding Western Community Energy (the “**Agreement**”) is entered into effective as of January 31, 2023 (the “**Effective Date**”), by and between the City of Canyon Lake, the City of Eastvale, the City of Hemet, the City of Jurupa Valley, the City of Norco, the City of Perris and the City of Wildomar, who are collectively referred to herein as the “**Member Agencies**” of Western Community Energy, a California Joint Powers Authority (“**Authority**”).

RECITALS

- A. The Authority was formed by the Member Agencies pursuant to the authority granted under that certain Joint Powers Agreement dated August 23, 2018, as amended by that certain First Amendment dated September 19, 2018 (“**JPA Agreement**”).
- B. The Authority thereafter launched the community choice aggregation program known as “**WCE**”, which provided power to customers within the boundaries of the Member Agencies (excluding the City of Canyon Lake, which did not participate in the program).
- C. On May 24, 2021, the Authority filed for Chapter 9 Bankruptcy (“**Bankruptcy Proceeding**”). On June 14, 2021, all customers of the Authority were transitioned to Southern California Edison (“**SCE**”) for service.
- D. On August 16, 2022, the Bankruptcy Court entered an order (“**Bankruptcy Order**”) confirming the Authority’s plan for the adjustment of debts and the Authority concluded settlements consistent with the plan with all outstanding creditors. The Bankruptcy Order includes a discharge of all debts owed by the Authority, an exculpation clause enjoining actions against individuals and entities that assisted the Agency with the Bankruptcy Proceeding, and an injunction preventing the institution of any action to collect any debt of the Authority from Member Agencies and other “partners” of the Authority. The Bankruptcy Proceeding has now been concluded and the plan is final.
- E. On October 12, 2022, the Board of Directors of the Authority made a recommendation to the Member Agencies that the Authority be dissolved following a six month period to orderly wind down the Authority’s affairs.
- F. On October 21, 2022, Authority gave notice of termination of the Management Services Agreement with the Western Riverside Council of Governments (“**WRCOG**”) effective April 21, 2022.
- G. There being no reason to continue the existence and operation of the Authority, the Member Agencies desire to terminate the JPA Agreement and dissolve the Authority upon the terms and conditions set forth herein.

NOW, THEREFORE, the Member Agencies hereby agree as follows:

1. Termination of JPA Agreement. Pursuant to Section 5.5 of the JPA Agreement, the Member Agencies agree that the JPA Agreement will terminate in accordance with the terms of this Agreement as of March 31, 2022 (“**Termination Date**”), subject to adjustment as set forth in Section 2.

2. Transition Period. Prior to termination, the Authority will continue to operate for the sole purpose of winding up its affairs, including the implementation of the final bankruptcy plan as set forth in the Bankruptcy Order and the completion of a fiscal audit for the 2022-2023 year (“**Transitional Activities**”). It is contemplated that all Transitional Activities will be completed prior to the Termination Date. In the event that the Transitional Activities cannot be completed prior to the Termination Date, then the Termination Date may be extended up to ninety (90) days with the written confirmation of the City Manager of each of the Member Agencies with the concurrence of their respective City Attorneys.

3. Book and Records. The books and records of the Authority will be archived and stored by WRCOG for a period of five (5) years following the Termination Date or such longer period as may be required by applicable law. WRCOG has agreed to serve as a depository only and the Member Agencies agree that WRCOG will have no ongoing obligations with respect to the maintenance of such books and records following the termination of the Management Services Agreement with the Authority.

4. Dissolution of the Authority. Concurrent with the Termination Date, the Authority will make such filings as are necessary with the Secretary of State of the State of California to formalize the dissolution of the Authority.

5. Funding for Transitional Operations. The bankruptcy plan includes an amount to pay expenses of the Authority to carry out the bankruptcy plan and it is not anticipated that any additional funding will be necessary for the Authority to carry out the Transitional Activities. In the event that any funding remains following the completion of the Transitional Activities, then such funding will be distributed to the creditors of the Authority in accordance with the requirements of the Bankruptcy Order.

6. No Additional Funding; No Liability. In no event will any Member Agency be obligated to provide any additional funding for the completion of the Transitional Activities by the Authority or for any other purpose. The Member Agencies agree that the terms of Section 4.6 of the JPA Agreement remain in full force and effect and will survive the termination of the JPA Agreement. The Member Agencies acknowledge and agree that the protection from liability set forth in Section 4.6 is consistent with the terms of the Bankruptcy Order.

7. Future Claims. In the event that any third party makes a claim against the Authority or the Member Agencies following the Termination Date, the Member Agencies agree to meet and confer with respect to any such claim and mutually agree on the appropriate action to be taken to protect the Member Agencies and enforce the terms of the Bankruptcy Order. No Member Agency will be obligated to participate in any such action.

8. Nature of Agreement. The City of Canyon Lake is a party to this Agreement for the sole purpose of terminating the JPA Agreement, it being understood that the City of Canyon Lake did not elect to participate in the WCE program.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

City Clerk
City of Canyon Lake

CITY OF CANYON LAKE

By: _____

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk
City of Eastvale

CITY OF EASTVALE

By: _____

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk
City of Hemet

CITY OF HEMET

By: _____

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk
City of Jurupa Valley

CITY OF JURUPA VALLEY

By: _____

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk
City of Norco

By: _____

Dated: _____

ATTEST:

City Clerk
City of Perris

By: _____

Dated: _____

ATTEST:

City Clerk
City of Wildomar

By: _____

Dated: _____

CITY OF NORCO

By: _____

Mayor

CITY OF PERRIS

By: _____

Mayor

CITY OF WILDOMAR

By: _____

Mayor



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** January 31, 2023
- SUBJECT:** Extension of Time (PLN22-05352) – An Extension of Time request for the following entitlements:
- Tentative Tract Map No. 37262 (PLN18-05000) – A subdivision of 37.36 acres into 191 residential lots, located at the northeast corner of Goetz Road and West Elm Parkway;
 - Tentative Tract Map No. 37223 (PLN19-05233) – A subdivision of 37.37 acres into 235 residential lots, located at the northeast corner of Murrieta Road and Green Valley Parkway;
 - Tentative Tract Map No. 37817 (PLN20-05090) – A subdivision of 25.3 acres into 228 residential lots, located at the northeast corner of Murrieta Road and Green Valley Parkway; and
 - Tentative Tract Map No. 37818 (PLN20-05118) - A subdivision of 28.8 acres for development of 138 residential lots on 14.7 acres and a 236-unit multi-family residential development on 14.1 acres, located at the northwest corner of Ethanac Road and Green Valley Parkway.
- Applicant: Matt Villalobos, Green Valley Recovery Acquisition, LLC.
- REQUESTED ACTION:** Approve a one-year Extension of Time (PLN22-05352) for TTM 37262, TTM 37223, TTM 37817, and TTM 37818 until February 9, 2023.
- CONTACT:** Kenneth Phung, Director of Development Services

BACKGROUND/ DISCUSSION:

On February 23, 2021, the City Council approved six (6) subdivisions totaling 1,241 residential units within the Green Valley Specific Plan area, generally located north of Ethanac Road, south of Case Road, and east of the San Jacinto River. The applicant is now requesting an extension of time for four (4) of the six (6) Tentative Tract Maps. Extensions of time for the remaining two (2) Tentative Tract Maps will be requested separately as they have been sold to different merchant home builders. Following is a summary of the requested time extensions:

- Tentative Tract Map No. 37262 (PLN18-05000) – A subdivision of 37.36 acres into 191 residential lots, located at the northeast corner of Goetz Road and West Elm Parkway;
- Tentative Tract Map No. 37223 (PLN19-05233) – A subdivision of 37.37 acres into 235 residential lots, located at the northeast corner of Murrieta Road and Green Valley Parkway;
- Tentative Tract Map No. 37817 (PLN20-05090) – A subdivision of 25.3 acres into 228 residential lots, located at the northeast corner of Murrieta Road and Green Valley Parkway; and
- Tentative Tract Map No. 37818 (PLN20-05118) – A subdivision of 28.8 acres for development of 138 residential lots on 14.7 acres and a 236-unit multi-family residential development on 14.1 acres, located at the northwest corner of Ethanac Road and Green Valley Parkway.

The applicant is now requesting the first of six one-year time extensions authorized by the Subdivision Map Act Section 66463.5 (c), extending the expiration of the maps to February 9, 2023.

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 time extensions are granted before the map expires. Tentative maps are allowed six one-year extensions.

The applicant is now requesting the first of six extensions, authorized by the Subdivision Map Act Section 66463.5 (c) to effectively extend the expiration of time to February 23, 2024. The extension is requested due to the high interest rates which make it difficult to market and sell the subdivisions to merchant home builders.

RECOMMENDATION:

Staff recommends that the City Council approve a one-year extension for TTM 37262, TTM 37222, TTM 37817, and TTM 37818 to February 9, 2024. If the any of the Tentative Tract Maps are not recorded prior to the expiration date or an extension of time is not filed prior to the expiration date of the map, a new Tentative Tract Map application and applicable fees would be required for City consideration.

BUDGET (or FISCAL) IMPACT: There is no fiscal impact associated with this action since all projects' costs are borne by the applicant.

Prepared by: Nathan Perez, Senior Planner
 Reviewed by: Patricia Brenes, Planning Manager

City Attorney _____
 Assistant City Manager MB
 Deputy City Manager ER

Attachments:

Due to the size of document files, the documents are on File with the Planning Department and are available online at: <https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-344>

1. Vicinity Map for TTM 37262, TTM 37223, TTM 37817, and TTM 37818
2. TTM 37262 and Associated Site/Landscape Plan – Informational Purpose
3. Conditions of Approval for TTM 37262 (Planning, Engineering, Public Works, Building, and Community Services)
4. TTM 37223 and Associated Site/Landscape Plan - Informational Purpose
5. Conditions of Approval for TTM 37223 (Planning, Engineering, Public Works, Building, and Community Services)
6. TTM 37817, Associated Site/Landscape Plan, and Building Elevations - Informational Purpose
7. Conditions of Approval for TTM 37817 (Planning, Engineering, Public Works, Building, and Community Services)
8. TTM 37818, Associated Site/Landscape Plan, and Building Elevations - Informational Purpose
9. Conditions of Approval for TTM 37818 (Planning, Engineering, Public Works, Building, and Community Services)
10. Applicant's Time Extension Request

Consent: X
Public Hearing:
Business Item:
Other:



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 31, 2023

SUBJECT: Approval of the Third Amendment to the maintenance service Agreement with West Coast Arborist (WCA)

REQUESTED ACTION: Council to approve the Third Amendment to extend the tree maintenance service agreement with West Coast Arborist for a two-year term; and authorize the City Manager to execute a service agreement with West Coast Arborist, approved as to form by the City Attorney.

CONTACT: Bryant Hill, Director of Public Works

BACKGROUND/DISCUSSION:

The City of Perris has a long-standing relationship with West Coast Arborist (WCA) for City-wide tree maintenance. In 2016, Council approved a two-year agreement with WCA in the amount of \$222,300 per contract year. The agreement expired on December 15, 2018, and Council approved the First Amendment to extend at the June 11, 2019, Council meeting for a one-year term in the amount of \$245,000. WCA has provided services on an as-needed basis between June 11, 2019, and January 30, 2021. A Second Amendment for a two-year term was approved by Council on January 26, 2021, in the amount of \$245,000 for the first year and \$252,000 for the second year. As the City accepts new developments for landscape maintenance, it is essential to have a tree maintenance program. The Third Amendment will allow for continued regular tree maintenance City-wide.

Staff is recommending Council approve the Third Amendment extending the agreement for a two-year term, effective February 1, 2023, thru January 31, 2025, in the following amounts. The increase in-between years will allow for a potential CPI increase of up to 5%.

Year 1: \$270,000 General Fund Areas
Year 1: \$200,000 Special District Areas

Year 2: \$283,500 General Fund Areas
Year 2: \$300,000 Special District Areas

BUDGET (or FISCAL) IMPACT: There will be no impact on the general fund. The cost of the agreement has been approved in the current year's budget, which comes from the franchise agreement revenue account and will be added for approval to the upcoming budget year. Special Districts have Landscape Maintenance Districts funds through tax assessments.

Prepared by: Liset Hernandez, Public Works Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager WB
Deputy City Manager ER

- Attachments:
1. Third Amendment
 2. Second Amendment
 3. First Amendment
 4. Original Agreement

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

ATTACHMENT 1

DRAFT 3RD AMENDMENT

AMENDMENT NO. 3

Amendment to Agreement Between The City of Perris and West Coast Arborist, Inc.

THIS AMENDMENT NO. 3 ("Amendment") to an Agreement for Tree Maintenance Services is made and entered into effective as of _____, 2023, by and between the City of Perris, a municipal corporation located within Riverside County, State of California (hereinafter the "CITY"), and West Coast Arborist, Inc. (hereinafter "CONTRACTOR," collectively referred to with the CITY as the "PARTIES").

RECITALS

- A. The PARTIES entered into a two year agreement entitled "AGREEMENT FOR CITYWIDE TREE MAINTENANCE" dated December 16, 2016 (hereinafter the "Agreement"). The Agreement is incorporated by reference herein. The Agreement provides the terms and conditions, statement of services and budget for the performance of professional services related to citywide tree maintenance services and other services requested by the CITY and to be provided by CONTRACTOR.
- B. On or about July 1, 2019, the PARTIES to the Agreement entered into an amendment to (1) extend the term of the original Agreement to June 30, 2020, and (2) amend the rates and increase the annual compensation thereunder; ("Amendment No. 1").
- C. On or about July 1, 2020, the PARTIES to the Agreement entered into an amendment to extend the term of the original Agreement to January 31, 2023, and to increase the annual compensation for the period of February 1, 2022, to January 31, 2023 ("Amendment No. 2").
- D. CONTRACTOR has been providing on-call services to CITY since June 30, 2020.
- E. The PARTIES desire to once again amend the Agreement to establish a new two-year term commencing on February 1, 2023, and to further increase the total annual compensation as provided in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree to the following:

- 1. Section 2.1 of the Agreement is amended to read in its entirety as follows:

"For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, as follows: (1) for the period of February 1, 2023, to January 30, 2024, Contractor shall be compensated in an amount not to exceed \$270,000, for Services performed related to General Fund Areas; (2) for the period of February 1, 2023, to January 30, 2024, Contractor shall be compensated in an amount not to exceed \$270,000, for Services performed related to Special District Areas; (3) for the period of February 1, 2024, to January 30, 2025, Contractor shall be compensated in an amount not to exceed \$283,600 for Services performed related to General Fund Areas; and (4) for the period February 1, 2024, to January 30, 2025, Contractor shall be compensated in an amount not to exceed \$300,000 for Services performed related to Special District Areas ("Contract Sum")."

2. The term of the Agreement (as provided in Section 5.1 of the Agreement and as extended by Amendment No. 1 and Amendment No. 2) is extended such that the Agreement shall expire on January 31, 2025.
3. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement and any previous amendments thereto shall remain in full force and effect between the PARTIES.

[SIGNATURES ON NEXT PAGE]

IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Agreement to be duly executed this day and year 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

Robert Khuu, City Attorney

"CONTRACTOR"
WEST COAST ARBORIST, INC.

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

[END OF SIGNATURES]

ATTACHMENT 2

2ND AMENDMENT

AMENDMENT No. 2
Amendment to Agreement Between
The City of Perris and West Coast Arborist, Inc.

THIS AMENDMENT No. 2 ("Amendment") to an Agreement for Tree Maintenance Services is made and entered into effective as of July 1, 2020, by and between the City of Perris, a municipal corporation located within Riverside County, State of California (hereinafter the "CITY"), and West Coast Arborist, Inc. (hereinafter "CONTRACTOR," collectively referred to with the CITY as the "PARTIES").

RECITALS

- A. The PARTIES entered into a two year agreement entitled "AGREEMENT FOR CITYWIDE TREE MAINTENANCE" dated December 16, 2016 (hereinafter the "Agreement"). The Agreement is incorporated by reference herein. The Agreement provides the terms and conditions, statement of services and budget for the performance of professional services related to citywide tree maintenance services and other services requested by the CITY and to be provided by CONTRACTOR.
- B. On or about July 1, 2019, the PARTIES the Agreement to extend the term of the original Agreement to June 30, 2020 ("Amendment No. 1").
- C. CONTRACTOR has been providing on-call services to CITY since June 30, 2020. The PARTIES desire to once again amend the Agreement to establish a new two-year term commencing on February 1, 2021.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree to the following:

- 1. Section 2.1 of the Agreement is amended to read in its entirety as follows:

"For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, an amount not to exceed Two Hundred Forty-five Thousand Dollars (\$245,000) for services performed between February 1, 2021 and January 31, 2022, and Two Hundred Fifty-two Thousand Dollars (\$252,000) for services performed between February 1, 2022 and January 31, 2023 ("Contract Sum)."
- 2. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement and any previous amendments thereto shall remain in full force and effect between the PARTIES.

[SIGNATURES ON NEXT PAGE]

IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Agreement to be duly executed this day and year first written above.

ATTEST:

"CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

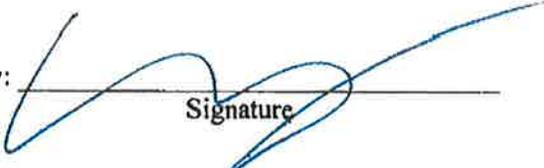
By:  _____
Clara Miramontes, Interim City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

 _____
Eric L. Dunn, City Attorney

"CONTRACTOR"
WEST COAST ARBORIST, INC.
By:  _____
Signature

Patrick Mahoney, President
Print Name and Title

By:  _____
Signature

Richard Mahoney, Secretary
Print Name and Title

[END OF SIGNATURES]

ATTACHMENT 3

1ST AMENDMENT

AMENDMENT No. 1

Amendment to Agreement Between

The City of Perris and West Coast Arborist, Inc.

THIS AMENDMENT ("Amendment") to an Agreement for Tree Maintenance Services is made and entered into as of this 1 day of July, 2019, by and between the City of Perris, a municipal corporation located within Riverside County, State of California (hereinafter the "CITY"), and West Coast Arborist, Inc. (hereinafter "CONTRACTOR," collectively referred to with the CITY as the "PARTIES").

RECITALS

- A. The PARTIES have entered in to a two year agreement entitled "AGREEMENT FOR CITYWIDE TREE MAINTENANCE" that is dated December 16, 2016 (hereinafter the "Agreement"). The Agreement is incorporated by reference herein. The Agreement provides the terms and conditions, statement of services and budget for the performance of professional services related to citywide tree maintenance services and other services requested by the CITY and to be provided by CONTRACTOR.
- B. The PARTIES desire to amend the Agreement to extend the term of the original Agreement to June 30, 2019, and to renew the term of the Agreement, starting on July 1, 2019, to remain in effect until June 30, 2020.
- C. The Parties desire to amend section 2.1 of the Agreement to adjust compensation paid by CITY to CONTRACTOR to reflect an adjustment of approximately 2.1 percent, not to exceed a total of \$245,000 for the one-year period of the extension and renewal contemplated herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree to the following:

1. The PARTIES hereby agree to amend Section 2.1 of the Agreement such that all services provided by CONTRACTOR to the CITY during the renewal period from July 1, 2019 to June 30, 2020, shall be compensated at the rates set forth in Attachment A to this Amendment. The total compensation paid by CITY to CONTRACTOR for services provided during the renewal period from July 1, 2019 to June 30, 2020, shall not exceed the sum of \$245,000.
2. The original termination date of the Agreement, as set forth in section 5.1 thereof, shall be extended from December 14, 2018 to June 30, 2019.
3. The PARTIES hereby agree to renew the term of the Agreement for a period of one year, from July 1, 2019 to June 30, 2020, pursuant to the terms of section 5.1 of the Agreement.
4. The PARTIES hereby agree to amend section 5.1 of this Agreement to allow for the term of the Agreement to be extended every twelve (12) months for an additional twelve (12) month period, starting on June 30, 2020, if the parties, through their respective governing bodies, mutually agree to the extension in writing and mutually agree on the rates to be charged for services.

5. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement and any previous amendments thereto shall remain in full force and effect between the PARTIES.

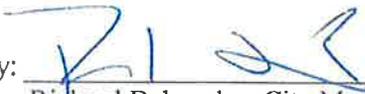
IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Agreement to be duly executed this day and year first written above.

ATTEST:

"CITY"
CITY OF PERRIS

By: 

Nancy Salazar, City Clerk

By: 

Richard Belmudez, City Manager

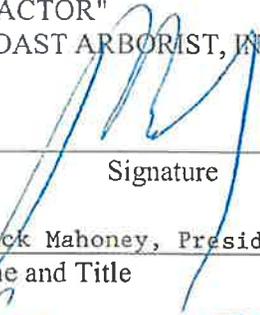
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP



Eric L. Dunn, City Attorney

"CONTRACTOR"
WEST COAST ARBORIST, INC.

By: 

Signature
Patrick Mahoney, President

Print Name and Title

By: 

Signature
Richard Mahoney, Secretary

Print Name and Title

[END OF SIGNATURES]

EXHIBIT "A"

Tree Maintenance Services Agreement
Letter Dated May 22, 2019



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

May 22, 2019

City of Perris
ATTN: Liset Hernandez, Special Districts Supervisor
101 North D Street
Perris, CA 92570

RE: Tree Maintenance Services

Dear Ms. Hernandez,

With this fiscal year coming to a close, West Coast Arborists, Inc. would like to take this opportunity to express our gratitude to you and your staff for another successful year. Together we have worked diligently to ensure that the City's urban forest continues to thrive.

The purpose of this letter is to express our interest in continuing with the agreement for an additional year with a slight adjustment in cost. Effective July 1, 2019, we respectfully request a cost adjustment of 2.1% based on the Consumer Price Index (CPI) for the Los Angeles-Orange-Riverside area for the previous calendar year, as published by the Department of Labor's Bureau of Labor Statistics. Attached for your review is our proposed Schedule of Compensation for FY2019-2020.

We appreciate your consideration in this matter. We look forward to continuing our successful business relationship. Should you have any questions or require additional information, please do not hesitate to call me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez
Vice President, Marketing

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

CITY OF PERRIS

Schedule of Compensation for Year 2019 - 2020

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Grid Pruning	Each	\$61.85
2	Tree Raising	Each	\$32.50
3	Svc Rqst Pruning 0-6 DSH	Each	\$61.85
4	Svc Rqst Pruning 7-18 DSH	Each	\$130.00
5	Svc Rqst Pruning >18 DSH	Each	\$212.90
6	Tree and Stump Removal	Inch	\$27.25
7	Tree Only Removal	Inch	\$20.40
8	Stump Only Removal	Inch	\$9.45
9	Plant 15 Gallon w/o RB	Each	\$130.00
10	Plant 15 Gallon w/ RB	Each	\$151.00
11	Plant 24" Box w/o RB	Each	\$261.00
12	Plant 24" Box w/ RB	Each	\$285.00
13	Plant 36" Box w/o RB	Each	\$652.20
14	Plant 36" Box w /RB	Each	\$686.85
15	Plant 48 Box w/o RB	Each	\$1,201.70
16	Plant 48 Box w/ RB	Each	\$1,236.30
17	Root Pruning/Barrier Installation	Foot	\$16.50
18	Tree Injection	Each	\$34.35
19	Crew Rental Services	Man Hour	\$76.50
20	Emergency Response Services	Man Hour	\$109.00
21	Specialty Equipment Rental	Hour	\$164.40
22	Arborist Services	Man Hour	\$110.00
23	Consulting Arborist	Man Hour	\$205.00
24	GPS Tree Inventory	Tree Site	\$2.00

The proposed rates reflect a cost adjustment of 2.1% based on the Consumer Price Index. Upon approval, the new rates will become effective July 1, 2019.

ATTACHMENT 4

WEST COAST ARBORIST AGREEMENT

**CITY OF PERRIS
PUBLIC WORKS CONTRACT FOR
CITYWIDE TREE MAINTENANCE CONTRACT**

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this 16 day of December, 2016, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and WEST COAST ARBORISTS, INC., (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Contract.

The complete contract includes all contract documents, and Attachment I (Letter dated May 9, 2016) which are incorporated by this reference as though set forth in full herein.

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 perform various tree maintenance services as set forth in Contractor's letter dated May 9, 2016. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.3 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 signed and authorized written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional services. City and Contractor agree that City may seek additional cost estimates from third party contractors 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 contractors to perform additional services. Any increase in compensation of up to ten percent (10%) of the Contract Sum; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of two hundred, twenty-two thousand, three hundred 00/100 dollars (\$222,300.00), for years one and two of the agreement; but not exceeding the maximum contract sum of four hundred, forty-four thousand, six hundred and 00/100 dollars (\$444,600.00) over the two year term of this Agreement (herein "Contract Sum"), except as provided in section 1.5

2.2 Method of Payment.

City agrees to pay and Contractor agrees to accept in full consideration for the performance of the work of this Agreement the Contract Sum, subject to additions and deductions as provided in Section 1.5, in accordance with the following provisions:

(a) Unconditional Waiver and Release.

A performance, payment and materials bond will not be required. However, the Contractor shall sign and submit an Unconditional Waiver and Release (Claim Release Form), to the City, upon progress and final payments.

(b) Progress and Final Payments.

Contractor shall submit to the City, and invoice for services rendered prior to the date of the invoice. 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 Contract Officer. Upon completion of the work by the contractor, a final inspection shall be made by the City.

2.3 Retention of Funds.

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

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

Patrick Mahoney, President, is 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.

Assistant Public Works Director or their designee, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer 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 coverages 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 insureds 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 occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) 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, leased 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, California, 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 services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

Contractor agrees that the provisions 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, California, its elected and appointed officials and members, officers, attorneys, agents, representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnitee" and collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, 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, materialmen, 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 Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision. An Indemnitee shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnitees for any attorneys' 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 coverages which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnitees.

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

(c) In the event the City of Perris, California, 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 of Perris, California, officers, agents or employees, any and all costs and expenses incurred by the City of Perris, California, 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 4 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

5.0 TERM

5.1 Term

Unless earlier terminated in accordance with 5.4 below, this Agreement shall commence on December 15, 2016 and continue in full force and effect until December 14, 2018. The two-year contract period may be renewed annually for up to a maximum of two additional one year periods by mutual agreement between City and Contractor, subject to the approval by the City Council.

5.2 Time For Completion and Liquidated Damages.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established, generally accepted to be twenty (20) calendar days from receipt of written or verbal authorization, written work order or verbal direction of the Contract Officer. It is expressly agreed that, except for extensions of time duly granted in writing by the Contract Officer or 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 and 00/100 dollars) for each and every day after permitted time if the work is not completed to the city's satisfaction.

5.3 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) calendar 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.

5.4 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 ten (10) 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.

5.5 Termination Prior to Expiration of Term.

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

5.6 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.

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
Public Works Department, Engineering Administration Division
101 N. "D" Street
Perris, CA 92570
ATTN: Michael Morales, Capital Improvements Project Manager

Contractor
West Coast Arborists, Inc.
2200 East Via Burton Street
Anaheim, CA 92806
ATTN: Patrick Mahoney, President

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 shall be construed to be 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 principles. Said books and records shall be made available to the City of Perris, the State Auditor of California, the Federal Government and to any authorized representatives thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after expiration of any agreement.

8.4 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said payroll records shall be made available to the City, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said section.

Contractor or Subcontractors shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All Contractors and Subcontractors who perform work on this project must furnish electronic certified payroll reports directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

8.5 Prevailing Wages

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement (Lab. Code § 1773.2.). The statutory provisions for penalties for failure to pay prevailing wages (Lab. Code § 1775) and for penalties for failure to comply with state's wage and hour laws shall be enforced. (Lab. Code § 1813.).

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

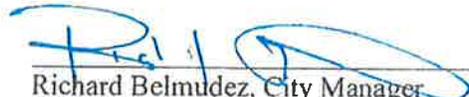
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions 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.

CITY:

CITY OF PERRIS,
a municipal corporation


Richard Belmudez, City Manager

ATTEST:

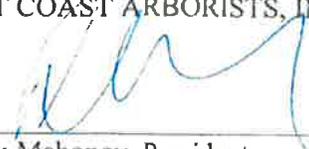

Nancy Salazar, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP


Eric L. Dunn, City Attorney

CONTRACTOR:

WEST COAST ARBORISTS, INC.,


Patrick Mahoney, President

[END OF SIGNATURES]



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 31, 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 31, 2023 through March 2, 2023

CONTACT: Saida Amozgar, Director of Administrative Services 

BACKGROUND/DISCUSSION:

As of January 20, 2023, the COVID-19 positivity rate is 14.8% for Perris and for Riverside County the positivity rate is 13.2%.

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, December 13, 2022 and January 10, 2023 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, Resolution Number 6088 and Resolution Number 6100 respectively, finding the continued existence of the criteria necessary to rely on the special teleconferencing provisions provided by AB 361, including the existence of a proclaimed State of Emergency, and that local officials have imposed or recommended measures to promote social distancing.

By adopting this resolution, the City Council has considered the circumstances of the proclaimed State of Emergency and finds that the State of Emergency continues to directly impact the ability of the members to meet safely in person, and state or local officials continue to impose or recommend measures to promote social distancing.

The Proposed Resolution Number (next in order) will remain in effect for a period of 30 days, January 31, 2023 through March 2, 2023. The City Council of the City of Perris meets on the second and last Tuesday of each month. Due to the there being 5 Tuesdays in the month of January, it is necessary to bring the resolution to the City Council for adoption more frequently than usual. If the City Council wishes to continue meeting under modified Brown Act requirements under AB 361 after 30 days, the Resolution must be renewed.

BUDGET (or FISCAL) IMPACT: There is no impact to the budget for this item.

Prepared by: Judy L. Haughney, Assistant City Clerk

REVIEWED BY:

City Attorney _____
Assistant City Manager UB
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 31, 2023 AND ENDING MARCH 2, 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, Resolution Number 6088 on December 13, 2022 and Resolution Number 6100 on January 10, 2023 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 31, 2023 and shall be effective until the earlier of (i) March 2, 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 31st 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, 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 31st day of January 2023, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: January 31, 2023

SUBJECT: Resolution Enacting a Military Leave Differential Pay Program for the City of Perris Employees

REQUESTED ACTION: That the City Council approve Resolution No. (next in order):

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ENACTING A MILITARY LEAVE DIFFERENTIAL PAY PROGRAM

CONTACT: Saida Amozgar, Director of Administrative Services 

BACKGROUND/DISCUSSION:

Per federal and state law, the City of Perris as a public employer is required to provide its employees who are members of the reserve corps of the Armed Forces of the United States, the National Guard, or the Naval Militia with a temporary military leave of absence while they are engaged in military duty. Under state law, any employee who has been working for the City of Perris for at least a year when they are called to engage in military duty that does not exceed a term of one hundred and eighty (180) calendar days is entitled to receive their normal salary or compensation for the first thirty (30) days of such military leave. Thus, the City of Perris as a public employer is required to provide no more than (30) days of paid military leave in a fiscal year to its employees in accordance with state law.

State law also allows cities to provide additional and/or greater paid military leave benefits to its employees if it so chooses. The Human Resources Committee has reviewed and approved the City's proposed military leave pay program, as described herein. Any City employee who participates in the Military Leave Differential Pay Program will receive from the City supplemental pay which, when combined with their military pay, would equal the pay that the employee would have received from the City if they had not taken a military leave of absence. No employee may receive a total amount of supplemental pay and military pay that exceeds the pay that they would have received from the City if not on a military leave of absence.

A Military Leave Differential Pay Program is a matter within the scope of bargaining and subject to meet and confer with Teamsters 911. The City's labor relations staff have discussed this proposed program with Teamsters 911 and they have stated no objection to the proposed program.

The City's proposed Military Leave Differential Pay Program would provide any City employee who has worked at the City for at least one year prior to the date on which they take their military leave and who takes military leave greater than thirty (30) calendar days in any fiscal year to participate in this Program. An employee who wishes to participate in this program must allow the City of Perris to receive their electronic Department of Defense or state equivalent salary records.

Staff recommends that the City Council adopt the proposed resolution enacting the Military Leave Differential Pay Program for City of Perris employees.

BUDGET (or FISCAL) IMPACT:

There is no budget impact for this item.

Prepared by: Saida Amozgar, Director of Administrative Services

REVIEWED BY:

City Attorney _____

Assistant City Manager LB

Deputy City Manager ER

Attachments:

1. Resolution enacting a Military Leave Differential Pay Program

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

Attachment 1

Resolution Number (Next in Order)
Enacting a Military Leave Differential Pay Program

RESOLUTION NO. (next in order)

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE
OF CALIFORNIA, ENACTING A MILITARY LEAVE
DIFFERENTIAL PAY PROGRAM**

WHEREAS, military leave and reinstatement rights are governed by the federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), codified at 38 United States Code §§4301 through 4305, and the California Military and Veterans Code; and

WHEREAS, pursuant to the City of Perris' Personnel Rules & Regulations §19.06, the City of Perris ("City") provides military leave in accordance with federal and state law; and

WHEREAS, the City's labor agreement with its only currently recognized exclusive employee organization, Teamsters Local 911, has no specific provision regarding military leave; and

WHEREAS, pursuant to 38 United States Code §4302(a), the City is permitted to pass a resolution that establishes a right or benefit for public employees on a military leave of absence that is more beneficial to, or in addition to, a right or benefit that the City is required to provide under federal law; and

WHEREAS, pursuant to Military and Veterans Code §395, the City is required by state law to provide its employees who are members of the reserve corps of the Armed Forces of the United States, the National Guard, or the Naval Militia with temporary military leave of absence, not to exceed One Hundred and Eighty (180) calendar days, while they are engaged in military duty; and

WHEREAS, pursuant to Military and Veterans Code §395(b), the City has the authority per state law to provide paid military leave of absence for periods of inactive duty training; and

WHEREAS, pursuant to Military and Veterans Code §395.01(a), the City is required by state law to pay any public employee, who is on temporary military leave of absence not exceeding One Hundred and Eighty (180) calendar days and who has worked for the City of Perris for at least one year prior to the day on which such temporary military leave of absence begins, their salary or compensation as a public employee for the first thirty (30) calendar days of any such military leave of absence; and

WHEREAS, pursuant to Military and Veterans Code §395.02(b), the City is required by state law to pay any public employee, who is on military leave of absence other than temporary military leave of absence and who has worked for the City of Perris for at least one year prior to the day on which such military leave of absence begins, their salary or compensation as a public employee for the first thirty (30) calendar days of any such military leave of absence; and

WHEREAS, pursuant to Military and Veterans Code §395.03, the City of Perris is only required by state law to pay a public employee's salary or compensation for a period of thirty (30) calendar days per fiscal year; and

WHEREAS, pursuant to Military and Veterans Code §395.03, the City of Perris' City Council, as the legislative body of the City, per state law can pass a resolution providing for additional pay beyond the required thirty (30) calendar days per fiscal year; and

WHEREAS, the City's labor representatives have met and conferred with Teamsters Local 911, who has not objection to the City providing the enhanced military leave benefits described and provided herein; and

WHEREAS, the City of Perris' City Council expresses its gratitude and appreciation for the service and sacrifice of its employees who are currently serving in the Armed Forces; and

WHEREAS, the City of Perris' City Council desires to establish a system of military leave differential pay to supplement the income of its employees who take military leaves of absence and meet certain specified conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AS FOLLOWS:

Section 1. The City Council hereby authorizes the creation of a "Military Leave Differential Pay" program for public employees who take a military leave of absence that is greater than thirty (30) calendar days in any fiscal year:

A. Military leaves of absence defined. City employees, who are also members of the armed services or militia or organized reserves of this State or Nation, specifically the Armed Forces, the Army National Guard, and the Air National Guard, when engaged in active duty for training, inactive duty training, encampment, naval cruises, special exercises, like activity or full-time National Guard, are entitled to military leaves of absence from City employment under both the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and the California Military and Veterans Code.

B. Requirements. City employees who have worked for the City at least one year prior to the date on which they take their military leave and who take military leave greater than thirty (30) calendar days in any fiscal year, are entitled to participate in the City's "Military Leave Differential Pay" program. An employee who wishes to participate in this program, and has been called on by the Armed Forces to serve, will, to the extent practicable, notify their Department Head and provide them with a copy of their military leave order and copies of their paystubs of the federal or state military leave salary. Employees who are participating in the program must allow the City to receive their electronic Department of Defense or state equivalent salary records.

C. **Benefits.** Any City employee who participates in the “Military Leave Differential Pay” program is entitled to receive from the City supplemental pay, which when combined with their military pay, will total the pay that the employee would have received if not on a military leave of absence. At no time may an employee’s aggregate pay, defined as the combination between their military pay and the City provided supplemental pay, exceed that which they would have received from the City if not on a military leave of absence.

Section 2. The “Military Leave Differential Pay” program provided herein shall be effective upon the date that Council term commences following the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 31st day of January 2023.

Michael M. Vargas, Mayor

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution No. (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 31st day of January 2023, following vote:

Ayes:
Noes:
Absent:
Abstain:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 31, 2023

SUBJECT: 2023 City Council Meeting Schedule

REQUESTED ACTION: Approve the City Council Meeting Schedule for 2023

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

BACKGROUND/DISCUSSION:

Many local City Councils take a legislative recess from their regularly scheduled meetings during the summer months and holidays to allow their members time for vacations and a general break from the demanding meeting schedule. As in previous years, a schedule is proposed for the calendar year 2023, pursuant to Government Code Section 36805, as listed below. Should an urgent matter emerge, a special meeting of the City Council may be called.

Scheduled Meetings are:

February 14, 2023
 February 28, 2023
 March 14, 2023
 April 11, 2023
 April 25, 2023
 June 13, 2023
 July 25, 2023
 August 29, 2023
 September 12, 2023
 September 26, 2023
 October 10, 2023
 November 14, 2023
 November 28, 2023
 December 12, 2023

Cancelled Meetings are:

March 28, 2023
 June 27, 2023
 July 11, 2023
 August 8, 2023
 October 31, 2023
 December 26, 2023

It is recommended that the City Council approve the meeting schedule for City Council meetings for 2023.

BUDGET (or FISCAL) IMPACT: None

REVIEWED BY:

City Attorney _____

Assistant City Manager WB

Deputy City Manager ER

Attachments: 1. Proposed Meeting Dates for 2023

Consent: January 31, 2023

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

Proposed Meeting Dates for 2023



SCHEDULED CITY COUNCIL MEETINGS-2023

The City Council meets on the 2nd and last Tuesday of each month at 6:30 p.m.

JANUARY

January 10, 2023

January 31, 2023

~

FEBRUARY

February 14, 2023

February 28, 2023

~

MARCH

March 14, 2023

March 28, 2023 (Canceled)

~

APRIL

April 11, 2023

April 25, 2023

~

MAY

May 9, 2023

May 30, 2023

~

JUNE

June 13, 2023

June 27, 2023 (Canceled)

~

JULY

July 11, 2023 (Canceled)

July 25, 2023

~

AUGUST

August 8, 2023 (Canceled)

August 29, 2023

~

SEPTEMBER

September 12, 2023

September 26, 2023

~

OCTOBER

October 10, 2023

October 31, 2023 (Canceled)

~

NOVEMBER

November 14, 2023

November 28, 2023

~

DECEMBER

December 12, 2023

December 26, 2023 (Canceled)



11.A.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE:

January 31, 2023

SUBJECT:

Specific Plan Amendment 21-05193, Tentative Parcel Map 22-05078 (TPM-38393) and Development Plan Review 21-00011 - A proposal to consider the following entitlements to facilitate the construction of a 232,575-square-foot industrial building and future commercial development on 14.93 acres located on the north side of Ramona Expressway, between Indian Avenue and Perris Boulevard, in the Perris Valley Commerce Center Specific Plan: 1) Amendment to the Perris Valley Commerce Center Specific Plan (PVCCSP) to rezone 13.32-acres of the 14.93-acre project site from Commercial (C) Zone to Light Industrial (LI) Zone; 2) Tentative Parcel Map to subdivide the project site into two parcels; and 3) Development Plan Review for the site plan and building elevations. (APN: 302-060-041). Applicant: Joseph McKay, JM Realty Group

REQUESTED ACTION:

Adopt Resolution Number (*next in order*) denying adoption of the Mitigated Negative Declaration 2373 and denying Specific Plan Amendment 21-05193, Tentative Parcel Map 22-05078 (TPM-38393) and Development Plan Review 21-00011, thereby upholding the Planning Commission's recommendation for denial; or

Alternate Resolution and Ordinance:

Adopt Alternate Resolution Number (*next in order*) adopting Mitigated Negative Declaration 2373 and approving Specific Plan Amendment 21-05193, Tentative Parcel Map 22-05078, and Development Plan Review 21-00011 including Conditions of Approval; and

Introduce the First Reading of Ordinance Number (*next in order*) approving Specific Plan Amendment 21-05193

CONTACT:

Kenneth Phung, Director of Development Services

BACKGROUND:

On December 7, 2022, the Planning Commission voted 3-1 to recommend denial to the City Council of the Ramona-Indian Warehouse project which consists of a 232,575-square-foot

industrial building and future commercial development on 14.93 acres on the north side of Ramona Expressway, between Indian Avenue and Perris Boulevard. In order to facilitate this project the following applications are proposed: 1) Development Review for the site plan and elevations of the industrial development; 2) a Parcel Map to subdivide the property into two lots, one 13.32-acre lot for the industrial building and the remaining 1.61 acres for a future commercial development; and 3) to Rezone 13.32-acres of the 14.93-acre project site from Commercial (C) Zone to Light Industrial (LI) Zone to allow the industrial building. The applicant is not proposing a project on the commercial lot at this time.

The proposed 232,575 square foot warehouse distribution building is proposed on Parcel 1 and includes office areas totaling 15,000-square feet, a 5,000 square foot mezzanine, and 39 loading dock doors on the north side of the building. Truck access will be provided along Indian Avenue, and passenger vehicular access will be along Ramona Expressway. The site plan has been designed to prohibit truck access from Ramona Expressway but rather from Indian Avenue going and coming from Harley Knox Blvd. The building has been designed to provide enhanced building elevations and screen walls. The commercially zoned property will be accessible along Perris Boulevard. Future commercial development on Parcel 2 will require the approval of a future development review application since the applicant is not proposing any development on the commercial site time.

Airport Land Use Commission

The proposed industrial development lies within the B1- APZ II (Accident Potential Zone) and C1 Zone (Primary Approach/Departure Zone) of the March Air Reserve Base Inland Port Airport Land Use Compatibility Plan. These zones limit allowable commercial uses. Specifically, the B1-APZ II Zone prohibits residential uses, children's schools and daycare centers, libraries, hospitals and congregate care facilities, hotels and motels, restaurants, and places of assembly and limits the number of people per acre to an average of 50 and no more than 100 per single acre. Uses permitted in the APZ II Zone generally include uses limited to home improvement stores, real estate services, personal services, cemeteries, warehousing, and self storage facilities.

The C1 Zone allows land uses that meet the density requirements of an average of 100 people per acre and 250 people per single acre. The C1 Zone prohibits the same uses that are not allowed in the APZ II Zone. It is not as restrictive as the APZ II Zone which allows land uses with higher concentration of people. The east portion of the site, designated for future commercial uses, lies outside the Accident Potential Zone (APZ II). This project was considered by the Airport Land Use Commission and was determined to be conditionally consistent with the MARB ALUCP.

Drainage Improvements

The applicant is also proposing to construct storm drain Line E across the property from Indian Avenue to Perris Boulevard, which is estimated to cost \$4 million. Otherwise, the City would have to build and pay for the construction of Line E. If the city constructs Line E, the applicant would then only be responsible to pay their portion of drainage fees, totaling approximately \$150,000. If the applicant constructs Line E, the city can then re-allocate the \$4 million to other needed drainage improvements elsewhere. This area (Ramona Expressway and Perris Blvd.) has flooding problems during the rainy season. The developer is proposing to complete Line E as part of this

project which will alleviate flooding problems sooner than if the city were to build Line E in the future. In addition to constructing Line E estimated to cost \$4 million, the applicant has also agreed to not seek any credit of fees that would otherwise be allowed under the drainage fee program, estimated to be approximately \$700,000.

PLANNING COMMISSION MEETING:

At the December 7, 2022 meeting, the Planning Commission expressed that the warehouse design was appealing and appreciated the construction of storm drain Line E but identified the following concerns as part of their recommending for denial:

- The City's truck route enforcement along Ramona Expressway has not been fully implemented. Therefore, an additional industrial project along Ramona Expressway would exacerbate the already existing truck traffic problem. Trucks would travel along Ramona Expressway, where truck traffic is not permitted, to access Indian Avenue and enter the project site. In addition, both streets are heavily traveled thoroughfares, and the possibility of truck traffic intermingling with passenger vehicles could result in potential accidents.
- Project environmental impacts generally related to air quality and traffic would exceed those of commercial uses that could be developed on the site.
- Traffic impacts resulting from the proposed warehouse distribution facility would be greater than the traffic resulting from commercial uses, as it would add truck traffic.
- The proposed area to be rezoned should be reduced to within boundaries of the restricted B1 Zone and Accident Potential Zone (APZ II) of the MARB Airport Land Use Compatibility Plan. This would allow for less industrial development and allow for the larger portion of the property to remain commercially zoned, as it would have a greater benefit to the community and be consistent with the intent of the General Plan and the Perris Valley Commerce Center Specific Plan.

Staff's original recommendation to the Planning Commission was for approval of this project due to the following: 1) The site has been designed to not allow truck access along Ramona Expressway; 2) the building has been designed with architecturally enhanced elevations and screen walls; 3) the site has land use constraints due to the accidental potential zones that limit commercial uses; 4) the project area has been designed to allow for future commercial development along Perris Blvd.; and 5) the project will complete construction of storm drain Line E which would alleviate flooding and drainage problems in this area. Should the City Council choose to approve this project, an alternate resolution and ordinance for approval have been attached to this report.

Applicant Letter Dated December 27, 2022

Since the Planning Commission meeting, the applicant has submitted a letter (see Attachment 10) addressing the Planning Commission's concerns for recommending denial. The applicant has indicated that this project is anticipated to be completed in 18 months, in which there will be adequate time for proper signage and enforcement to be in place by the time this project is completed. The project site has been designed to constrain truck access to Indian Avenue north flow only and to limit truck movements to right-in/right-out at the Indian Avenue driveway. The median along Indian Avenue also serves to constrain truck traffic traveling northbound on

Indian Avenue. The applicant also indicated that the project would not result in environmental impacts, greater than those generated by commercial uses. In addition, Mitigation Measure MM Air 20 of the Environmental Impact Report (EIR) requires the project to implement, at a minimum, an increase in each building's energy efficiency 15 percent beyond Title 24 and reduce indoor water use by 25 percent. Based on the environmental analysis, uses such as hotels may generate higher daily trips that could potentially result in higher impacts to greenhouse gas emissions, air quality, and noise.

Public Comments

A comment letter was submitted from the property owner of a non-conforming single-family residence to the northwest of the site (Attachment 11). The property owner raised noise concerns and requested that a 14-foot-high block wall be required along the segment of the project site adjacent to the vacant property to the north. He also asked for the existing unimproved access path between his residence and the proposed development to continue to be provided, as it has historically been used for access to his property and could easily remain as is by adjusting the proposed 56-foot deep landscape buffer.

Members of LIUNA (Laborers' International Union of North America) were also present at the meeting and two members spoke in support of the Project as they stated the Project would provide living wage jobs to construction workers in Perris and the nearby area. Additionally, the developer's representative presented the Project and responded to the neighboring property owner indicating that the request for access is a private civil matter and that legal proceedings have been filed against the adjacent residential property owner alleging illegal use of the developer's property. Regarding the noise concern, staff reviewed the noise study prepared for the Project, and the Project complies with the City's established noise levels for residential uses.

ENVIRONMENTAL DETERMINATION:

An Initial Study/Mitigated Negative Declaration was prepared for the Project in accordance with the California Environmental Quality Act (CEQA), which concluded that all potential significant effects on the environment could be reduced to less than significant level with mitigation measures. Staff received a total of eight (8) comment letters, of which two (2) were withdrawn, the letters from Lozeau Drury LLP, on behalf of Supporters Alliance for Environmental Responsibility, and Blum Collins & Ho LLP, on behalf of Golden State Environmental Justice Alliance.

The comment letters and Responses to Comments are included in Appendix K of the IS/MND. None of the comments or responses constituted "significant new information" or met any of the conditions in Section 15088.5 of the State CEQA Guidelines that would require recirculation of the IS/MND.

RECOMMENDATION:

Section 19.54.010(1) of the Municipal Code authorizes the Planning Commission to review and recommend approval or denial of proposed requests for Specific Plan Amendments and Zone Changes to the City Council. The Planning Commission determined that the Project did not

adequately address the Commission's aforementioned issues of concern and recommended denial of the project. Per the Planning Commission's recommendation action, staff is recommending that the City Council adopt the attached resolution to deny this project. Should the City Council choose to approve this project an alternate resolution and ordinance for adoption are attached to this report. (Attachments 2 and 3).

BUDGET (or FISCAL) IMPACT: All costs associated with the Project are borne by the applicant.

Prepared by: Doug Fenn, Planning Consultant
REVIEWED BY: Kenneth Phung, Director of Development Services

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments:

1. Resolution Number (next in order) Denying the Project
2. Alternate Resolution Number (next in order) Adopting the MND and Approving the Project, including Conditions of Approval
3. Ordinance Number (next in order) Adopting Specific Plan Amendment 21-05193
4. Vicinity/Aerial Map
5. Existing and Proposed Specific Plan Maps
6. MARB Zone Map
7. Tentative Parcel Map No. 38393
8. Project Plans (Site Plan, Floor Plan, Building Elevations, Fence/Wall Plan, and Conceptual Landscape Plan)
9. Planning Commission Staff Report - Dated 12/07/2022
(Due to the size of the documents, only the staff report is included as a hard copy).
The entire staff report packet is available online at City's Website:
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-339>
10. Applicant Prepared Response to Planning Commission Findings of Denial
11. Public Comment Letter

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

ATTACHMENT 1

Resolution Number
(Next In Order) Denying the Project

RESOLUTION NUMBER (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DENYING SPECIFIC PLAN AMENDMENT 21-05193, TENTATIVE PARCEL MAP 22-05078 AND DEVELOPMENT PLAN REVIEW 21-00011 TO FACILITATE THE CONSTRUCTION OF 232,575 SQUARE FOOT MULTI-TENANT, NON-REFRIGERATED WAREHOUSE DISTRIBUTION BUILDING ON 13.32 ACRES OF A LARGER 14.93-ACRE PROJECT LOCATED ON THE NORTH SIDE OF RAMONA EXPRESSWAY BETWEEN INDIAN AVENUE AND PERRIS BOULEVARD, BASED ON THE FINDINGS CONTAINED HEREIN.

WHEREAS, the applicant, Joe McKay with JM Realty, proposes to amend the Perris Valley Commerce Center Specific Plan (“PVCCSP”) to change the zoning designation of 13.32 acres of a larger 14.93-acre parcel from Commercial (C) to Light Industrial (LI) and to subdivide the 14.93-acre parcel into two parcels, including a 13.32-acre parcel to facilitate the construction of 232,575-square-foot (sf) non-refrigerated warehouse distribution building and a 1.61-acre remainder parcel for future commercial development located at the northeast corner of Indian Avenue and Ramona Expressway ("Project"); and

WHEREAS, the applicant submitted Specific Plan Amendment (“SPA”) 21-05193, Tentative Parcel Map 22-05078 (“TPM 38393”) and Development Plan Review (“DPR”) 21-00011 for consideration of architectural design and site layout and operations for the above-mentioned project; and

WHEREAS, the proposed SPA 21-05193, Tentative Parcel Map 22-05078 (TPM 38393) and DPR 21-00011 is considered a "project" as defined by the California Environmental Quality Act ("CEQA"); and

WHEREAS, on April 14, 2022, the Riverside County Airport Land Use Commission (ALUC) determined that Project was conditionally consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) based on certain findings and conditions, which have been incorporated into the Planning Conditions of Approval; and

WHEREAS, pursuant to CEQA and State CEQA Guidelines, an Initial Study (“IS”) was prepared for the proposed Project and, based upon thereof, Mitigated Negative Declaration 2373 was prepared for the Project; and

WHEREAS, the City of Perris Municipal Code (Zoning Code, Authority and Review Procedures) authorizes the City to approve, conditionally approve, or deny requests for a Specific Plan Amendment, Development Plan Reviews, and Tentative Tract Maps; and

WHEREAS, the Planning Commission conducted a duly noticed regular public hearing on December 7, 2022 regarding the Project, and recommended denial of the Project to the City Council after considering all oral and written presentations and testimony by members of the public and City staff, including, but not limited to, materials in the staff report and accompanying documents, for the following reasons:

1. The City's truck route enforcement along Ramona Expressway has not been fully implemented. Therefore, an additional industrial project along Ramona Expressway would exacerbate the already existing truck traffic issues;
2. Trucks would travel along Ramona Expressway, where truck traffic is not permitted, to access Indian Avenue and enter the project site. In addition, both streets are heavily traveled thoroughfares, and the possibility of truck traffic intermingling with passenger vehicles could result in potential accidents;
3. Project environmental impacts would exceed those of commercial uses that could be developed on the Project site;
4. Traffic impacts resulting from the proposed warehouse distribution facility would be greater than the traffic resulting from commercial uses, as a warehouse distribution facility would add more truck traffic than commercial uses;
5. The proposed Light Industrial Zone should be limited to the boundaries of the restricted B1 Zone and Accident Potential Zone (APZ II) of the MARB Airport Land Use Compatibility Plan to allow for the larger portion of the property to remain commercially zoned, as it would have a greater benefit to the community and be consistent with the intent of the General Plan and the Perris Valley Commerce Center Specific Plan; and

WHEREAS, on January 31, 2023, the City Council conducted a duly noticed public hearing regarding the Initial Study/MND 2373; and the Project, at which time all interested persons were given full opportunity to be heard and to present evidence for the City Council's consideration (including all oral and written testimony from members of the public and City staff, including, but not limited to, the City staff reports and accompanying documents and exhibits); and

WHEREAS, prior to taking action, the City Council has heard, been presented with, and/or reviewed all of the information and data which constitutes the administrative record for the above-mentioned approvals, including all oral and written evidence presented to the City during all Project meetings and hearings; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS
does resolve as follows:

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

Section 2. Based on the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on January 31, 2023, the City Council finds with respect to Specific Plan Amendment 21-05193, that:

1) *The Specific Plan Amendment is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.*

The proposed Specific Plan Amendment to the Perris Valley Commerce Center Specific Plan is inconsistent with the General Plan because it does not promote the goals to achieving the vision established by the Perris General Plan Goal III, which states, "Commerce and industry to provide jobs for residents at all economic levels" with Policy III.A adding: "Accommodate diversity in the local economy." The proposed Light Industrial land use and operation is inconsistent with the General Plan because it does not help to ensure that adequate jobs are available at all skill levels of employment in the City of Perris. The pay for warehouse jobs ranges from minimum wage to professional wages. However, many warehouse jobs are seasonal or part-time with no employee benefits, and even full-time warehouse jobs may not provide health insurance and other important benefits to their employees. Thus, warehouse jobs do not contribute to the General Plan goal of providing good jobs to residents at all economic levels, nor do they support diversity in the local economy for Perris.

2) *The Specific Plan Amendment provides adequate text and diagrams to adequately address the following issues in detail.*

a. *The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.*

The proposed Specific Plan Amendment (SPA) is not a logical extension of the existing Light Industrial zoning pattern to the north and west. The proposed SPA to change the zoning from Commercial to Light Industrial would interrupt the commercial zoning and future commercial use pattern, extending from Perris Boulevard to Indian Avenue on the west and Ramona Expressway on the South.

The provision for open space is not applicable to industrial or business park development, and there is no land set aside for parks in the PVCCSP. However, park fees have been adopted for industrial development, and will be collected at issuance of building permits for an industrial project in the PVCCSP to pay for renovation and expansion of parks that, through their

attraction of workers, may indirectly contribute to population growth in the City and necessitate additional park construction.

b. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.

The proposed Specific Plan Amendment is inconsistent with the PVCCSP because it would change the PVCCSP Infrastructure Plan for major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities, which have been designed to accommodate commercial uses. The proposal would also necessitate modifications to Figure 2.0-1 Specific Plan Land Use Designation, and Table 2.0-1, Land Use Comparison to reflect a change in land use designation of 13.32-acres from Commercial to Light Industrial (LI) for the property bound by Indian Avenue to the west and Ramona Expressway to the South.

c. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.

The proposed Specific Plan Amendment (SPA) is inconsistent with the PVCCSP as commercial uses may provide for additional opportunities for conservation of natural resources.

d. A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

Development under the proposed land use change will require implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

Section 3. Tentative Parcel Map 22-05078 (TPM 38393). Based upon the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on January 31, 2023, the City Council finds, with respect to Tentative Parcel Map 22-05078 (TPM-38393), that:

1) *The proposed map is consistent with applicable general and specific plans.*

The proposed tentative parcel map is inconsistent with the General Plan and PVCCSP as the proposed map would remove 13.32-acre parcel from commercial zoning for warehouse

development, leaving a smaller 1.61-acre parcel for commercial development, which may be less viable for development. In addition, commercial land uses are more desirable along Perris Boulevard and Ramona Expressway, as these uses eliminate the potential for heavy truck traffic stemming from proposed industrial uses.

2) *The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.*

The proposed tentative parcel map is inconsistent with the goals of the Perris General Plan and the PVCCSP because commercial development was determined to be appropriate for this site, through the PVCCSP adoption process as a transitional zone between industrial land uses to the north and west. Although changing the land use and zoning of a portion of the site from Commercial to Light Industrial may result in a reduction of overall density and intensity, the commercial land use transitional zone would be lost in an area where commercial uses are desired.

3) *The site is physically suitable for the type of future development.*

The proposed TPM 38393, as conditioned, is less physically suitable for future Light Industrial development, in that the new parcel configuration leaves a smaller, less viable parcel for commercial development in an area where commercial development is desired.

4) *The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

The proposed design of the tentative parcel map is inconsistent with the goals of the Perris General Plan and the Perris Valley Commerce Center Specific Plan because the proposed project may cause more significant impacts to the environment than if the site were to be developed to commercial standards of the PVCCSP.

5) *The design of the subdivision or the type of improvements will not cause serious public health problems.*

The proposed TPM 38393 project will not affect health, safety, and welfare, in that utilities and services are readily available to serve the site and required improvements will be in accordance with applicable city and affected agency policies and regulations. However, the subdivision configuration creates a smaller, less viable commercial property in a location where commercial is more desirable.

6) *The design of the subdivision or the type of improvements will not conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of, property within the proposed subdivision.*

The proposed TPM 38393 project will not conflict with existing easements of record or easements established by court judgment or the public for access through or use of the property as the map has been designed to prevent easement conflict and meets subdivision design

requirements relating to access and service easements. However, the subdivision configuration creates a smaller, less viable commercial property in a location where commercial is more desirable.

7) *All requirements of CEQA have been met.*

The proposed project has undergone a CEQA review and an IS/MND Number 2373 was prepared for the project, which includes mitigation measures.

8) *The discharge of waste from the proposed subdivision into an existing community sewer system will not result in violation of existing requirements prescribed by a state regional water quality control board pursuant to division 7 (commencing with section 13000) of the Water Code.*

Tentative Parcel Map No. 38393 will not violate State Regional Water Quality Control Board (SRWQCB) requirements, in that it is conditioned to meet all regional SRWQCB regulations.

Section 4. Development Plan Review (DPR) 21-00011 Based upon the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on January 31, 2023, the City Council finds, with respect to Development Plan Review 21-00011, that:

1) *The location, size, design, density, and intensity of the proposed development and improvements are consistent with the City's General Plan, the Perris Valley Commerce Center Specific Plan, the purposes and provisions of the Perris Municipal Code ("PMC"), the purposes of the Zone in which the site is located, and the development policies and standards of the City.*

The location, size, design, and use of the proposed development and improvements are inconsistent with the PVCCSP because site development under Light Industrial PVCCSP development standards and Commercial development standards differ in terms of use, setbacks, height, architecture, and landscaping. The most significant differences between Commercial and Light Industrial zoning are setbacks, building height and site design characteristics, which require commercial buildings to be lower in height and passenger parking to be located closer to the street. These design characteristics would be compatible with the existing and future commercial to the north, west and south of the site.

2) *The proposed Project site is physically suitable, including but not limited to parcel size, shape, access, and availability of utilities and services, for the type of development proposed.*

The proposed Project is less physically suitable in terms of parcel size, shape, access, and availability to utilities and services, as the project creates a small, less desirable and potentially less viable commercial site for future commercial development along Perris Boulevard.

3) *The proposed Project and the conditions under which it would be operated or maintained are compatible with abutting properties and will not be detrimental to the*

public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

The proposed Project will not be detrimental to the public health, safety or welfare, or injurious to property and improvements in the vicinity or to the City's general welfare, in that the Project is designed in conformance with the City's Zoning Code. The proposed Project meets or exceeds the design and development standards of the PVCCSP, however, the Light Industrial development standards would result in a site design that is less harmonious and integrated into the existing commercial uses to the north, west and south.

4) The proposed project's architecture includes updated and enhanced architecture that is compatible with community standards and protects the character of adjacent development.

The proposed architecture meets PVCCSP design standards for Light Industrial development, however, it does not protect the character of the existing adjacent commercial development to the north and west along Perris Boulevard. The proposed industrial warehouse building is much larger scale compared to existing commercial to the west, which will impact the existing character of development in the immediate area. The proposed change in zoning from Commercial to Light Industrial for a portion of the project site will contribute to the loss of commercially zoned property along the Perris Boulevard and Ramona Expressway corridors.

5) The proposed Project's landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.

The proposed Project meets and exceeds the on-site and off-site landscape standards for the Light Industrial (LI) zoning as outlined in the PVCCSP, however, the large-scale industrial building may not provide as great as visual relief as smaller, more compact commercial buildings, which would otherwise be developed on the site.

6) The safeguards necessary to protect public health, safety, and general welfare have been required for the proposed Project.

The proposed Project provides the safeguards necessary to protect the public health, safety, and general welfare through the conditions of approval, and mitigation measures found in Mitigated Negative Declaration No. 2373.

Section 5. Based on the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on January 31, 2023, the City Council hereby denies the Specific Plan Amendment 21-05193, Tentative Parcel Map 38393, and Development Plan Review 21-00011 to subdivide the property and construct a 232,575 square foot industrial building on approximately 13.32 acres of land located at the northeast corner of Indian Avenue and Ramona Expressway.

Section 6. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 7. The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption of this Resolution., and the Secretary shall certify to the passage and adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 31st day of January 2023

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 and regularly adopted by the City Council of the City of Perris at a regular meeting held the 31st day of January 2023 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

ATTACHMENT 2

**Alternate Resolution Number
(Next In Order)**

**Adopting the MND and Approving the
Project, including Conditions of Approval**

RESOLUTION NUMBER (Next in Order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING THE MITIGATED NEGATIVE DECLARATION NO. 2373 AND APPROVING SPECIFIC PLAN AMENDMENT 21-05193, TENTATIVE PARCEL MAP 22-05078 (TPM-38393) AND DEVELOPMENT PLAN REVIEW 21-00011 TO ALLOW THE CONSTRUCTION OF 232,575 SQUARE FOOT MULTI-TENANT, NON-REFRIGERATED WAREHOUSE DISTRIBUTION BUILDING ON 13.32 ACRES OF A LARGER 14.93-ACRE PROJECT SITE LOCATED ON THE NORTH SIDE OF RAMONA EXPRESSWAY BETWEEN INDIAN AVENUE AND PERRIS BOULEVARD, BASED ON THE FINDINGS PROVIDED HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL AND THE MITIGATION MONITORING AND REPORTING PROGRAM.

WHEREAS, the applicant, Joe McKay with JM Realty, proposes to amend the Perris Valley Commerce Center Specific Plan ("PVCCSP") to change the zoning designation of 13.32 acres of a larger 14.93-acre parcel from Commercial (C) to Light Industrial (LI) and to subdivide the 14.93-acre parcel into two parcels, a 13.32-acre parcel to facilitate the construction of 232,575-square-foot (sf) non-refrigerated warehouse distribution building and a 1.61-acre parcel for future commercial development, located at the northeast corner of Indian("Project"); and

WHEREAS, the applicant submitted Specific Plan Amendment ("SPA") 21-05193, Tentative Parcel Map 22-05078 (TPM 38393) and Development Plan Review ("DPR") 21-00011 for consideration of architectural design and site layout and operations for the above-mentioned project ("Project"); and

WHEREAS, the proposed SPA 21-05193, Tentative Parcel Map 22-05078 (TPM 38393), and DPR 21-00011 is considered a "project" as defined by the California Environmental Quality Act ("CEQA"); and

WHEREAS, on April 14, 2022, the Riverside County Airport Land Use Commission (ALUC) determined the Project was conditionally consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) based on findings and Conditions, which are attached and incorporated into the Planning Conditions of Approval; and

WHEREAS, pursuant to CEQA and State CEQA Guidelines, an Initial Study ("IS") was prepared for the proposed Project and, based upon thereof, Mitigated Negative Declaration ("MND") 2373 was prepared for the Project; and

WHEREAS, the City of Perris Municipal Code (Zoning Code, Authority and Review Procedures) authorizes the City to approve, conditionally approve, or deny requests for a Specific Plan Amendment, Development Plan Reviews, and Tentative Tract Maps; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on December 7, 2022 on the Project, and at the meeting recommended denial of the Project to the City Council after considering public testimony and materials in the staff report and accompany documents for the Mitigated Negative Declaration 2373, Development Plan Review 21-00011, and Specific Plan Amendment 21-05193; and

WHEREAS, on January 31, 2023, the City Council conducted a duly noticed public hearing regarding the Initial Study/MND 2373 and the Project, at which time all interested persons were given full opportunity to be heard and to present evidence for the City Council's consideration including all oral and written testimony from members of the public and City staff, including, but not limited to, the City staff reports and accompanying documents and exhibits; and

WHEREAS, the City Council's adoption of the Mitigated Negative Declaration reflects its independent judgment and analysis; and

WHEREAS, no comments made in the public hearings conducted by the City Council or any additional information submitted to the City Council have produced substantial new information requiring recirculation or additional environmental review under State CEQA Guidelines section 15088.5; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS does resolve as follows:

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

Section 2. Based on the foregoing, and all oral and written statements and reports presented by City staff and members of the public at the public hearing on January 31, 2023, the Initial Study prepared for the Project (including all comments received), substantial evidence in light of the whole record, and in accordance with the City of Perris guidelines for implementing CEQA, the City Council hereby determines pursuant to Section 15074 of the CEQA Guidelines that all potential significant effects on the environment can be reduced to a less than significant level through mitigation measures, the design of the development, the City's Zoning Code, and standard requirements of the City; therefore Mitigated Negative Declaration No. 2373 has been prepared, with findings that:

- A. No significant environmental effects would occur, and there is no substantial evidence, in light of the whole record, that the Project as revised may have a significant effect on

the environment if mitigation measures are implemented pursuant to Mitigated Negative Declaration No. 2373, which has been prepared for this Project.

- B. The City has complied with CEQA.
- C. Determinations of the City Council reflects the independent judgment of the City.

Section 3. Specific Plan Amendment (SPA) 21-05193. Based on the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on January 31, 2023, the City Council finds with respect to Specific Plan Amendment 21-05193, that:

1) *The Specific Plan Amendment is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.*

The PVCCSP sets specific goals to achieving the vision established by the Perris General Plan Goal III which states, “Commerce and industry to provide jobs for residents at all economic levels” with Policy III.A adding: “Accommodate diversity in the local economy”. The proposed Light Industrial land use and operation will help to ensure that adequate jobs are available at all skill levels of employment in the City of Perris. The pay for warehouse jobs ranges from minimum wage to professional wages. Warehouse jobs are available to City of Perris residents at any time, and public transportation is also available. Employees living close to the Project site have the option to bicycle to work; as such, the Project has been designed to provide bicycle racks consistent with the California Building Code.

2) *The Specific Plan Amendment provides adequate text and diagrams to adequately address the following issues in detail.*

a. *The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.*

The proposed Specific Plan Amendment is a logical extension of the existing Light Industrial zoning pattern to the north and west, which are developed with similar warehouse facilities. The provision for open space is not applicable to industrial or business park development, and there is no land set aside for parks in the PVCCSP. However, park fees have been adopted for industrial development, and will be collected at issuance of building permits for an industrial project in the PVCCSP to pay for renovation and expansion of parks that, through their attraction of workers, may indirectly contribute to population growth in the city and necessitate additional park construction. Further, the installation a Class I Multipurpose Trail (behind the curb) at the Ramona Expressway intersections per the Perris Bikeway Master Plan. Since the Rider Street Bike Trail runs east to west from Ramona Expressway to East Frontage Road and would be accessible from the Project site to further

encourage employee use of this trail, twenty bike racks will to be installed adjacent to the primary office area and main entrances.

b. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.

The Specific Plan contains an Infrastructure Plan for major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities. The Infrastructure Plan identifies necessary improvements for development. Light Industrial is a less intense use than Commercial; thus, the infrastructure plan is designed to accommodate the proposed land use change.

The PVCCSP Amendments will modify Figure 2.0-1 Specific Plan Land Use Designation, and Table 2.0-1, Land Use Comparison to reflect a change in land use designation of 13.32-acres from Commercial to Light Industrial (LI) for the property bound by Indian Avenue to the west and Ramona Expressway to the South.

c. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.

The Specific Plan contains standards and criteria by which development will proceed and standards for the conservation, development, and utilization of natural resources. An IS/MND with a Mitigation, Monitoring and Reporting Program (MMRP) was prepared for the Project and adequately provides for the conservation, development, and utilization of natural resources, as applicable.

d. A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

Development under the proposed land use change will require implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

Section 4. Tentative Parcel Map 22-05078 (TPM 38393). Based on the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on January 31, 2023, the City Council finds with respect to Tentative Parcel Map 22-05078 (TPM-38393), that:

- 1) *The proposed map is consistent with applicable general and specific plans.*

The proposed tentative parcel map has been reviewed by the City Engineering Department and the Planning Division to ensure compliance with the city codes and all other applicable regulations, subject to the land use change proposed by the SPA that would amend the PVCCSP by changing 13.32-acres of the 14.93-acre site from Commercial to Light Industrial to build a warehouse project. The proposed map would create a 13.32-acre parcel for the warehouse project and a smaller 1.61-acre parcel, which will remain zoned as Commercial for future commercial development. All necessary adjacent roadway improvements construction, along with payment of development impact fees, are required for the project to support the extension of utility infrastructure, build roads, and improve the freeway interchange and Ramona Expressway. Thus, Tentative Parcel Map (TPM) 38393 is consistent with the Perris Valley Commerce Center Specific Plan Light Industrial provisions and policies, in that the map configuration meets the intent of the relevant Specific Plan provisions.

- 2) *The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.*

The proposed change to the PVCCSP land use designation from Commercial to Light Industrial would reduce the overall density and intensity of the use on the Project site. The Project was evaluated by ALUC and found to be conditionally consistent. Thus, the proposed TPM-38393 is consistent with the goals and policies of the Land Use Element of the General Plan and the Perris Valley Commerce Center Specific Plan land use designation of Light Industrial, in that it meets the intent of the General Plan policies as well as the development and subdivision design standards relating to lot size, configuration, dimensions and access that were established for the underlying Light Industrial Zone District within the Specific Plan.

- 3) *The site is physically suitable for the type of future development.*

The proposed TPM-38393, as conditioned, is physically suitable for future Light Industrial development, in that it has been designed to be consistent with city standards, ordinances, and policies, as adequate and safe access are available for each proposed parcel; lot sizes are adequate to facilitate future light industrial development; and appropriate improvements will be constructed to mitigate impacts to adjacent roadways.

- 4) *The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

The proposed TPM-38393 project will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat as the site has been disturbed. Further, the proposed subdivision has been evaluated as part of the IS/MND 2373 and, mitigation measures ensure that the project will not cause substantial environmental damage or be injurious to fish or wildlife or their habitat.

5) *The design of the subdivision or the type of improvements will not cause serious public health problems.*

The proposed TPM-38393 project will not affect health, safety, and welfare, in that utilities and services are readily available to serve the site and required improvements will be in accordance with applicable city and affected agency policies and regulations.

6) *The design of the subdivision or the type of improvement will not conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of, property within the proposed subdivision.*

The proposed TPM-38393 project will not conflict with existing easements of record or easements established by court judgment or the public for access through or use of the property as the map has been designed to prevent easement conflict and meets subdivision design requirements relating to access and service easements.

7) *All requirements of CEQA have been met.*

The proposed Project has undergone a CEQA review and an IS/MND No. 2373 was prepared for the Project, which includes mitigation measures.

8) *The discharge of waste from the proposed subdivision into an existing community sewer system will not result in violation of existing requirements prescribed by a state regional water quality control board pursuant to division 7 (commencing with section 13000) of the Water Code.*

Tentative Parcel Map No. 38393 will not violate State Regional Water Quality Control Board (SRWQCB) requirements, as it is conditioned to meet all regional SRWQCB regulations.

Section 5. Development Plan Review (DPR) 21-00011 Based on the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing public hearing on January 31, 2023, the City Council finds with respect to Development Plan Review 21-00011, that:

1) *The location, size, design, density, and intensity of the proposed development and improvements are consistent with the City's General Plan, the Perris Valley Commerce Center Specific Plan, the purposes and provisions of the Perris Municipal Code*

(“PMC”), the purposes of the Zone in which the site is located, and the development policies and standards of the City.

The Light Industrial land use provides for the development of industrial uses, which support a wide range of manufacturing and non-manufacturing uses, from large-scale warehouses and warehouse/distribution facilities to outdoor industrial activities. The proposed Project is consistent with the General Plan and Perris Valley Commerce Center Specific Plan (“PVCCSP”), as well as the proposed LI zoning designation on the site, and the existing land uses in the area. The Project, as conditioned, meets or exceeds all design and development criteria of the proposed underlying LI zoning, which implements the development standards and policies of the City and the PVCCSP.

2) The proposed Project site is physically suitable, including but not limited to parcel size, shape, access, and availability of utilities and services, for the type of development proposed.

The proposed Project is physically suitable in terms of parcel size, shape, access, and availability to utilities and services, as the site is located at the northeast corner of Indian Avenue and Ramona Expressway, which allows for adequate access and provides for the logical connection to infrastructure to service the site. Utility service connections are available to service the site.

3) The proposed Project and the conditions under which it would be operated or maintained are compatible with abutting properties and will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

As conditioned, the proposed Project will not be detrimental to the public health, safety or welfare, or injurious to property and improvements in the vicinity or to the City's general welfare, in that the Project is designed in conformance with the City's Zoning Code. Further, the proposed Project meets or exceeds the design and development standards of the PVCCSP and, therefore, will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity. These standards include setbacks, building height, parking, and landscape and will integrate into the existing fabric of industrial development that is contemplated for the area.

4) The proposed project's architecture includes updated and enhanced architecture that is compatible with community standards and protects the character of adjacent development.

The proposed Project will not have an impact on health, safety, or welfare or materially injurious to properties or improvements in the vicinity. These standards include setbacks, building height, parking, and landscape and will integrate into the existing fabric of industrial development that is contemplated for the area.

5) The proposed Project's landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.

The proposed Project meets and exceeds the on-site and off-site landscape standards for the Light Industrial (LI) zoning district as outlined in the PVCCSP. A minimum of 12% coverage, and the Project is proposing 13.5%. It provides a mix of native and drought-tolerant trees, shrubs, ground cover, and annual color throughout the site to ensure visual relief and effectively frame, soften, and embellish access points, building entries, parking areas and trash enclosures.

6) The safeguards necessary to protect public health, safety, and general welfare have been required for the proposed Project.

The proposed Project provides the safeguards necessary to protect the public health, safety, and general welfare through the conditions of approval, which are attached hereto and incorporated herein by this reference as Attachment A, and mitigation measures found in Mitigated Negative Declaration No. 2373, which are incorporated herein by this reference, which will ensure that the Project is developed in compliance with City and affected service agency codes and policies and mitigates potential impacts to the environment.

Section 6. Based on the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on January 31, 2023, the City Council hereby adopts Mitigated Negative Declaration No. 2373 and Mitigation Monitoring and Reporting Program attached hereto as Attachment B and incorporated herein by reference as if set forth in full.

Section 7. Based upon the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on January 31, 2023, the City Council hereby approves the Development Plan Review 21-00011 and TPM 38393 to construct a 232,575 square foot industrial building on approximately 13.32 acres of land located at the northeast corner of Indian Avenue and Ramona Expressway, in the Perris Valley Commerce Center Specific Plan, subject to the Conditions of Approval from the Planning Division, Building & Safety Division, Fire Department, Public Works Department, and Engineering Department, attached hereto as Attachment A, and Mitigation Monitoring and Reporting Program, attached hereto as Attachment B, and incorporated herein by this reference.

Section 8. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 9. The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 31st of January 2023.

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 and regularly adopted by the City Council of the City of Perris at a regular meeting held the 31st Day of January 2023, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Exhibits:

- A. Conditions of Approval (Planning, Engineering, Public Works, Building & Safety, and Fire)
- B. Mitigation Monitoring and Reporting Program

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

A written monitoring report has been compiled to verify implementation of adopted mitigation measures. Table A, *Mitigation Monitoring and Reporting Program*, commencing on the following page, provides a summary format for the written report, including identification of the various mitigation measures, applicable implementation measures, applicable implementation stage, identification of the responsible monitoring party, and verification of implementation of each measure.

The following clarifies the meaning of each column in the following table:

Column Heading	Meaning
Impact/Threshold	Identifies potentially affected resource
Applicable PVCCSP Mitigation Measure or Additional Project Mitigation Measure	Those measures from the Perris Valley Commerce Center Specific Plan (PVCCSP) and additional Project specific mitigation measures that will be implemented to minimize possible significant environmental impacts.
Monitoring/ Timing Frequency	The phase of the project in which implementation and compliance will be monitored.
Action Indicating Compliance	Identifies mechanism by which implementation will be verified.
Monitoring Party	Entity responsible for monitoring implementation of the mitigation measure.
Compliance of Verification	To be signed and dated by the City of Perris Planning Division upon receipt of written verification of each mitigation measure.

Table A
Mitigation Monitoring and Reporting Program

Impact/Threshold	Applicable PVCCSP Mitigation Measure or Additional Project Mitigation Measure	Monitoring/Timing Frequency	Action Indicating Compliance	Monitoring Party	Verification		Remarks
					Initials	Date	
Aesthetics							
PVCCSP Mitigation Measures							
No applicable PVCCSP mitigation measures.							
Project Mitigation Measures							
Project will create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.	MM Aes 1: Prior to issuance of grading permits, the Project developer shall provide evidence to the City of Perris that any temporary nighttime lighting installed for security purposes shall be downward facing and hooded or shielded to prevent security light spillage outside of the staging area or direct broadcast of security light into the sky.	Prior to issuance of a grading permit	Confirmation that construction contracts include required restriction	City of Perris Planning Division			
Air Quality							
PVCCSP Mitigation Measures							
	MM Air 1: To identify potential implementing development project-specific impacts resulting from construction activities, proposed development projects that are subject to CEQA shall have construction related air quality impacts analyzed using the latest available URBEMIS model, or other analytical method determined in conjunction with the SCAQMD. The results of the construction-related air quality impacts analysis shall be included in the development project's CEQA documentation. To address potential localized impacts, the air quality analysis may incorporate SCAQMD's Localized Significance Threshold analysis or other appropriate analyses as determined in conjunction with SCAQMD. If such analyses identify potentially significant regional or local air quality impacts, the City shall require the incorporation of appropriate mitigation to reduce such impacts.	Compliance completed with preparation and submittal of the Air Quality/Greenhouse Gas Emissions Analysis, dated July 2022, and preparation of the IS/MND.					
	MM Air 10: To identify potential implementing development project-specific impacts resulting from operational activities, proposed development projects that are subject to CEQA shall have long-term operational-related air quality impacts analyzed using the latest URBEMIS model, or other analytical method determined by the City of Perris as lead agency in conjunction with the SCAQMD. The results of the operational-related air quality impacts analysis shall be included in the development project's CEQA documentation. To address potential localized impacts, the air quality analysis may incorporate SCAQMD's Localized Significance Threshold analysis, CO Hot Spot analysis, or other appropriate analyses as determined by the City of Perris in conjunction with SCAQMD. If such analyses identify potentially significant regional or local air quality impacts, the City shall require the incorporation of appropriate mitigation to reduce such impacts.	Compliance completed with preparation and submittal of the Air Quality/Greenhouse Gas Emissions Analysis, dated July 2022, and preparation of the IS/MND.					
	MM Air 15: To identify potential implementing development project-specific impacts resulting from the use of diesel trucks, proposed implementing development projects that include an excess of 10 dock doors for a single building, a minimum of 100 truck trips per day, 40 truck trips with TRUs per day, or TRU operations exceeding 300 hours per week, and that are subject to CEQA and are located adjacent to sensitive land uses, shall have a facility-specific Health Risk Assessment performed to assess the diesel particulate matter impacts from mobile-source traffic generated by that implementing development project. The results of the Health Risk Assessment shall be included in the CEQA documentation for each implementing development project.	Compliance completed with preparation and submittal of the Air Quality/Greenhouse Gas Emissions Analysis, dated July 2022, and preparation of the IS/MND.					

Impact/Threshold	Applicable PVCCSP Mitigation Measure or Additional Project Mitigation Measure	Monitoring/Timing Frequency	Action Indicating Compliance	Monitoring Party	Verification		Remarks
					Initials	Date	
<p>Implementation of the PVCCSP will result in a cumulatively considerable net increase of criteria pollutants for which the region is in non-attainment under an applicable federal or state ambient air quality standard. In addition, implementation of the PVCCSP may result in exposure of sensitive receptors to substantial pollutant concentrations. Project-specific impacts would be less than significant.</p>	<p>MM Air 2: Each individual implementing development project shall submit a traffic control plan prior to the issuance of a grading permit. The traffic control plan shall describe in detail safe detours and provide temporary traffic control during construction activities for that project. To reduce traffic congestion, the plan shall include, as necessary, appropriate, and practicable, the following: temporary traffic controls such as a flag person during all phases of construction to maintain smooth traffic flow, dedicated turn lanes for movement of construction trucks and equipment on- and off-site, scheduling of construction activities that affect traffic flow on the arterial system to off-peak hour, consolidating truck deliveries, rerouting of construction trucks away from congested streets or sensitive receptors, and/ or signal synchronization to improve traffic flow.</p>	<p>Prior to issuance of a grading permit</p>	<p>Approval of required traffic control plan</p>	<p>City of Perris Planning Division</p>			
	<p>MM Air 3: To reduce fugitive dust emissions, the development of each individual implementing development project shall comply with SCAQMD Rule 403. The developer of each implementing project shall provide the City of Perris with the SCAQMD-approved dust control plan, or other sufficient proof of compliance with Rule 403, prior to grading permit issuance. Dust control measures shall include, but are not limited to:</p> <ul style="list-style-type: none"> • requiring the application of non-toxic soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 20 days or more, assuming no rain), • keeping disturbed/ loose soil moist at all times, • requiring trucks entering or leaving the site hauling dirt, sand, or soil, or other loose materials on public roads to be covered, • installation of wheel washers or gravel construction entrances where vehicles enter and exit unpaved roads onto paved roads, or wash off trucks and any equipment leaving the site each trip, • posting and enforcement of traffic speed limits of 15 miles per hour or less on all unpaved portions of the project site, • suspending all excavating and grading operations when wind gusts (as instantaneous gust) exceed 25 miles per hour, • appointment of a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM-10 generation, • sweeping streets at the end of the day if visible soil material is carried onto adjacent paved public roads and use of SCAQMD Rule 1186 and 1186.1 certified street sweepers or roadway washing trucks when sweeping streets to remove visible soil materials, • replacement of ground cover in disturbed areas as quickly as possible. 	<p>Prior to issuance of grading permit</p>	<p>Submittal of dust control plan approved by SCAQMD or other sufficient proof of compliance with Rule 403</p>	<p>City of Perris Planning Division</p>			

Impact/Threshold	Applicable PVCCSP Mitigation Measure or Additional Project Mitigation Measure	Monitoring/Timing Frequency	Action Indicating Compliance	Monitoring Party	Verification		Remarks
					Initials	Date	
	MM Air 4: Building and grading permits shall include a restriction that limits idling of construction equipment on site to no more than five minutes.	Prior to issuance of building and grading permits	Confirmation that construction contracts include required restriction	City of Perris Planning Division			
	MM Air 5: Electricity from power poles shall be used instead of temporary diesel or gasoline-powered generators to reduce the associated emissions. Approval will be required by the City of Perris' Building Division prior to issuance of grading permits.	Prior to issuance of a grading permit	Confirmation that this requirement is included in contractor contracts	City of Perris Planning Division			
	MM Air 6: The developer of each implementing development project shall require, by contract specifications, the use of alternative fueled off-road construction equipment, the use of construction equipment that demonstrates early compliance with off-road equipment with the CARB in-use off-road diesel vehicle regulation (SCAQMD Rule 2449) and/or meets or exceeds Tier 3 standards with available CARB verified or US EPA certified technologies. Diesel equipment shall use water emulsified diesel fuel such as PuriNOx unless it is unavailable in Riverside County at the time of project construction activities. Contract specifications shall be included in project construction documents, which shall be reviewed by the City of Perris' Building Division prior to issuance of a grading permit.	Prior to issuance of a grading permit	Confirmation that this requirement is included in contractor contracts	City of Perris Planning Division			
	MM Air 7: During construction, ozone precursor emissions from mobile construction equipment shall be controlled by maintaining equipment engines in good condition and in proper tune per manufacturers' specifications to the satisfaction of the City of Perris' Building Division. Equipment maintenance records and equipment design specification data sheets shall be kept on-site during construction. Compliance with this measure shall be subject to periodic inspections by the City of Perris' Building Division.	Prior to issuance of a grading permit and during construction	Confirmation that this requirement is included in contractor contracts. Periodic review of equipment maintenance records and equipment design.	City of Perris Building Division			
	MM Air 8: Each individual implementing development project shall apply paints using either high volume low pressure (HVL) spray equipment with a minimum transfer efficiency of at least 50 percent or other application techniques with equivalent or higher transfer efficiency.	Prior to issuance of occupancy permits and annually thereafter	Confirmation that this requirement is included in contractor contracts	City of Perris Planning Division			
	MM Air 9: To reduce VOC emissions associated with architectural coating, the project designer and contractor shall reduce the use of paints and solvents by utilizing pre-coated materials (e.g., bathroom stall dividers, metal awnings), materials that do not require painting, and require coatings and solvents with a VOC content lower than required under Rule 1113 to be utilized. The construction contractor shall be required to utilize "Super-Compliant" VOC paints, which are defined in SCAQMD's Rule 1113. Construction specifications shall be included in building specifications that assure these requirements are implemented. The specifications for each implementing development project shall be reviewed by the City of Perris' Building Division for compliance with this mitigation measure prior to issuance of a building permit for that project.	Prior to issuance of occupancy permits and annually thereafter	Confirmation that this requirement is included in contractor contracts	City of Perris Planning Division			
	MM Air 11: Signage shall be posted at loading docks and all entrances to loading areas prohibiting all on-site truck idling in excess of 5 minutes.	Prior to issuance of occupancy permits and annually thereafter	Confirmation that this requirement is included in building specifications. Inspection to confirm signage posted	City of Perris Planning Division			
	MM Air 13: In order to promote alternative fuels, and help support "clean" truck fleets, the developer/successor-in-interest of each implementing development project shall provide building occupants information related to SCAQMD's Carl Moyer Program, or other state programs that restrict operations to "clean" trucks, such as 2007 or newer model year or 2010 compliant vehicles.	Prior to issuance of occupancy permits and annually thereafter	Confirmation that tenants have been provided with required information	City of Perris Planning Division			

Impact/Threshold	Applicable PVCCSP Mitigation Measure or Additional Project Mitigation Measure	Monitoring/Timing Frequency	Action Indicating Compliance	Monitoring Party	Verification		Remarks
					Initials	Date	
	<p>MM Air 14: Each implementing development project shall designate parking spaces for high-occupancy vehicles and provide larger parking spaces to accommodate vans used for ride sharing. Proof of compliance will be required prior to the issuance of occupancy permits.</p> <p>MM Air 17: New sensitive land uses such as residential, a hospital, medical offices, day care facilities, and fire stations shall not be located closer than 1,000 feet from any existing or proposed distribution center/warehouse facility which generates a minimum of 100 truck trips per day, or 40 truck trips with TRUs per day, or TRU operations exceeding 300 hours per week, pursuant to the recommendations set forth in the CARB Air Quality and Land Use Handbook. If new sensitive land uses cannot meet this setback, they will be designed and conditioned to include mechanical ventilation systems with fresh air filtration. For operable windows or other sources of ambient air filtration, installation of a central HVAC (heating, ventilation, and air conditioning) system that includes high efficiency filters for particulates (MERV-13 or higher) or other similarly effective systems shall be required.</p> <p>MM Air 18: Prior to the approval of each implementing development project, the Riverside Transit Agency (RTA) shall be contacted to determine if the RTA has plans for the future provision of bus routing within any street that is adjacent to the implementing development project that would require bus stops at the project access points. If the RTA has future plans for the establishment of a bus route that will serve the implementing development project, road improvements adjacent to the project site shall be designed to accommodate future bus turnouts at locations established through consultation with the RTA. RTA shall be responsible for the construction and maintenance of the bus stop facilities. The area set aside for bus turnouts shall conform to RTA design standards, including the design of the contact between sidewalks and curb and gutter at bus stops and the use of ADA-compliant paths to the major building entrances in the project.</p> <p>MM Air 20: Each implementing development project shall implement, at a minimum, an increase in each building's energy efficiency 15 percent beyond Title 24, and reduce indoor water use by 25 percent. All requirements will be documented through a checklist to be submitted prior to issuance of building permits for the implementing development project with building plans and calculations.</p>	<p>Prior to issuance of certificate of occupancy and periodically after development</p> <p>Development review process</p>	<p>Confirmation that designated parking spaces for high-occupancy vehicles and vans are included in building plans and verified during a site visit</p> <p>Approval of plot plans and architectural plans</p>	<p>City of Perris Planning Division</p> <p>City of Perris Development Services Department</p>			
	<p>Project Mitigation Measures</p> <p>No Project-specific mitigation is required.</p>						
Biological Resources	<p>PVCCSP Mitigation Measures</p> <p>No applicable PVCCSP mitigation measures. PVCCSP measures have been updated in coordination with the CDFW.</p> <p>Project Mitigation Measures</p> <p>MM Bio 1: Nesting Bird Survey. In order to avoid violation of the MBTA and the California Fish and Game Code, site preparation activities (ground disturbance, construction activities, staging equipment, and/or removal of trees and vegetation) for the Project shall be avoided, to the greatest extent possible, during the nesting season of potentially occurring native and migratory bird species.</p>	<p>Prior to issuance of building permits</p> <p>Prior to issuance of a grading permit</p>	<p>Submission of a checklist documenting calculations with building plans</p> <p>Monitoring report submitted to the City of Perris Planning Division</p>	<p>City of Perris Planning Division</p> <p>City of Perris Planning Division</p>			
The Project may have a substantial adverse effect, either directly or through habitat modifications, on species identified as a candidate, sensitive, or special status species in local or							

Impact/Threshold	Applicable PVCCSP Mitigation Measure or Additional Project Mitigation Measure	Monitoring/Timing Frequency	Action Indicating Compliance	Monitoring Party	Verification		Remarks
					Initials	Date	
<p>regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.</p>	<p>If site-preparation activities are proposed during the nesting/breeding season, the Project proponent shall retain a qualified biologist to conduct a pre-activity field survey prior to the issuance of grading permits for the Project to determine if active nests of species protected by the MBTA or the California Fish and Game Code are present in the construction zone.</p> <p>If active nests are not located within the Project site and an appropriate buffer of 500 feet of an active listed species or raptor nest, 300 feet of other sensitive or protected bird nests (non-listed), or 100 feet of sensitive or protected songbird nests, construction may be conducted during the nesting/breeding season. However, if active nests are located during the pre-activity field survey, the Biologist shall immediately establish a conservative avoidance buffer surrounding the nest based on their best professional judgement and experience. The Biologist shall monitor the nest at the onset of project activities, and at the onset of any changes in such project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the Biologist determines that such project activities may be causing an adverse reaction, the Biologist shall adjust the buffer accordingly or implement alternative avoidance and minimization measures, such as redirecting or rescheduling construction or erecting sound barriers. All work within these buffers will be halted until the nesting effort is finished (i.e., the juveniles are surviving independent from the nest). The on-site qualified biologist will review and verify compliance with these nesting avoidance buffers and will verify the nesting effort has finished. Work can resume within these avoidance areas when no other active nests are found. Upon completion of the survey and nesting bird monitoring, a report shall be prepared and submitted to City for mitigation monitoring compliance record keeping.</p>						
	<p>MM Bio 2: Burrowing Owl Preconstruction Survey. The Project proponent shall retain a qualified biologist to conduct a pre-construction survey for resident burrowing owls within 30 days prior to commencement of grading and construction activities on the Project site. The survey will include the Project site and all suitable burrowing owl habitat within a 500-foot buffer. The results of the survey will be submitted to the City prior to obtaining a grading permit. In addition, if burrowing owls are observed during the MBTA nesting bird survey, to be conducted within three days prior to ground disturbance or vegetation clearance, the observation shall be reported to the Wildlife Agencies. If ground disturbing activities in these areas are delayed or suspended for more than 30 days after the pre-construction survey, the area shall be resurveyed for owls. The pre-construction survey and any relocation activity will be conducted in accordance with the current Burrowing Owl Survey Instructions for the Western Riverside MSHCP.</p> <p>If burrowing owl are detected, the CDFW shall be sent written notification by the City, within three days of detection of burrowing owls. If active nests are identified during the pre-construction survey, the nests shall be avoided and the qualified biologist and Project Applicant shall coordinate with the City of Perris Planning Department, the USFWS, and the CDFW to develop a Burrowing Owl Plan to be approved by the City in consultation with the CDFW and the USFWS prior to commencing Project activities. The Burrowing Owl Plan shall be prepared in accordance with guidelines in the CDFW Staff Report on Burrowing Owl (March 2012) and MSHCP. The Burrowing Owl Plan shall describe proposed avoidance, minimization, relocation, and monitoring as applicable. The Burrowing Owl Plan shall include the number and location of occupied burrow sites and details on proposed buffers if avoiding the burrowing owls and/or information on the adjacent or nearby suitable habitat available to owls for relocation. If no suitable habitat is available nearby for relocation, details regarding the creation and funding of artificial burrows (numbers, location, and type of burrows) and management activities for</p>	<p>Prior to issuance of a grading permit</p>	<p>Survey results submitted to the City of Perris Planning Division</p>	<p>City of Perris Planning Division</p>			

Impact/Threshold	Applicable PVCCSP Mitigation Measure or Additional Project Mitigation Measure	Monitoring/Timing Frequency	Action Indicating Compliance	Monitoring Party	Verification		Remarks
					Initials	Date	
The Project could have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.	<p>relocated owls may also be required in the Burrowing Owl Plan. The Permittee shall implement the Burrowing Owl Plan following CDFW and USFWS review and concurrence. A final letter report shall be prepared by the qualified biologist documenting the results of the Burrowing Owl Plan. The letter shall be submitted to the CDFW prior to the start of Project activities. When a qualified biologist determines that burrowing owls are no longer occupying the Project site per the criteria in the Burrowing Owl Plan, Project activities may begin.</p> <p>If burrowing owls occupy the Project site after Project activities have started, then construction activities shall be halted immediately. The Project proponent shall notify the City and the City shall notify the CDFW and the USFWS within 48 hours of detection. A Burrowing Owl Plan, as detailed above, shall be implemented.</p>						
	<p>MM Bio 3: The Project proponent shall provide mitigation to address the Project impacts to 0.58 acre of MSHCP Riparian/Riverine and Vernal Pool Resources consisting of 0.19 acre of Riverine habitat and 0.39 acre of pool habitat. Mitigation shall be provided in accordance with the Final DBESP, which can be accomplished through the purchase of rehabilitation credits at the Riverpark Mitigation Bank. Final mitigation requirements will be determined through the permitting process with the CDFW and RWQCB.</p>	Prior to issuance of a grading permit	Copies of permit terms and proof of mitigation credit purchase to be provided to the City of Perris Planning Division	City of Perris Planning Division			
	<p>MM Bio 4: Prior to the City's issuance of a grading permit for the Project site and prior to the start of Project activities, the Project proponent shall notify the California Department of Fish and Wildlife (CDFW) of planned impacts to Fish and Game Code Section 1602 resources. The Project proponent shall either receive a Streambed Alteration Agreement or written documentation from the CDFW that a Streambed Alteration Agreement is not needed. The Project proponent shall also obtain a report of Waste Discharge Requirement from the RWQCB. Mitigation for impacts to CDFW and RWQCB waters will be determined during the permitting process with the agencies.</p>	Prior to issuance of a grading permit	Streambed Alteration Agreement (or notice that one is not needed) and Waste Discharge Requirement to be provided to the City of Perris Planning Division	City of Perris Planning Division			
Cultural Resources							
	<p>PVCCSP Mitigation Measures</p> <p>MM Cultural 1: Prior to the consideration by the City of Perris of implementing development or infrastructure projects for properties that are vacant, undeveloped, or considered to be sensitive for cultural resources by the City of Perris Planning Division, a Phase I Cultural Resources Study of the subject property prepared in accordance with the protocol of the City of Perris by a professional archeologist¹ shall be submitted to the City of Perris Planning Division for review and approval. The Phase I Cultural Resources Study shall determine whether the subject implementing development would potentially cause a substantial adverse change to any significant paleontological, archeological, or historic resources. The Phase I Cultural Resources Study shall be prepared to meet the standards established by Riverside County and shall, at a minimum, include the results of the following:</p> <ol style="list-style-type: none"> Records searches at the Eastern Information Center (EIC), the National or State Registry of Historic Places and any appropriate public, private, and tribal archives. Sacred Lands File record search with the Native American Heritage Commission (NAHC) followed by project scoping with tribes recommended by the NAHC. 	Compliance completed with preparation and submittal of the <i>Cultural Resources Survey</i> , dated July 2022, and preparation of the IS/MND.					

¹ For the purpose of this measure, the City of Perris considers professional archaeologists to be those who meet the United States Secretary of the Interior's standards for recognition as a professional, including an advanced degree in anthropology, archaeology, or a related field, and the local experience necessary to evaluate the specific project. The professional archaeologist must also meet the minimum criteria for recognition by the Register for Professional Archaeologists (RPA), although membership is not required.

Impact/Threshold	Applicable PVCCSP Mitigation Measure or Additional Project Mitigation Measure	Monitoring/Timing Frequency	Action Indicating Compliance	Monitoring Party	Verification		Remarks
					Initials	Date	
	<p>3. Field survey of the implementing development or infrastructure Project site.</p> <p>The proponents of the subject implementing development projects and the professional archaeologists shall also contact the local Native American tribes (as identified by the California Native Heritage Commission and the City of Perris) to obtain input regarding the potential for Native American resources to occur at the project site. Measures shall be identified to mitigate the known and potential significant effects of the implementing development or infrastructure project, if any. Mitigation for historic resources shall be considered in the following order of preference:</p> <ol style="list-style-type: none"> 1. Avoidance 2. Changes to the structure provided pursuant to the Secretary of Interior's Standards 3. Relocation of the structure 4. Recordation of the structure to Historic American Buildings Survey (HABS)/Historic American Engineering Record (HAER) standard if demolition is allowed <p>Avoidance is the preferred treatment for known and discovered significant prehistoric and historical archaeological sites, and sites containing Native American human remains. Where feasible, plans for implementing projects shall be developed to avoid known significant archaeological resources and sites containing human remains. Where avoidance of construction impacts is possible, the implementing projects shall be designed and landscaped in a manner, which would ensure that indirect impacts from increased public availability to these sites are avoided. Where avoidance is selected, archaeological resource sites and sites containing Native American human remains shall be placed within permanent conservation easements or dedicated open space areas.</p> <p>The Phase I Cultural Resources Study submitted for each implementing development or infrastructure project shall have been completed no more than three years prior to the submittal of the application for the subject implementing development project or the start of construction of an implementing infrastructure project.</p>						
<p>The Project may cause a substantial adverse change in the significance of a historical or archaeological resource pursuant to §15064.5.</p>	<p>Project Mitigation Measures</p> <p>MM Cult 1: Prior to the issuance of grading permits, the Project Applicant shall retain a professional archaeologist meeting the Secretary of the Interior's Professional Standards for Archaeology (U.S. Department of Interior, 2012; Registered Professional Archaeologist preferred). The primary task of the consulting archaeologist shall be to monitor the initial ground-disturbing activities at both the subject site and any off-site project-related improvement areas for the identification of any previously unknown archaeological and/or cultural resources. Selection of the archaeologist shall be subject to the approval of the City of Perris Director of Development Services and no ground-disturbing activities shall occur at the site or within the off-site Project improvement areas until the archaeologist has been approved by the City.</p> <p>The archaeologist shall be responsible for monitoring ground-disturbing activities, maintaining daily field notes and a photographic record, and for reporting all finds to the developer and the City of Perris in a timely manner. The archaeologist shall be prepared and equipped to record and salvage cultural resources that may be unearthed during ground-disturbing activities and shall be empowered to temporarily halt or divert ground-disturbing equipment to allow time for the recording and removal of the resources.</p>	<p>Retain monitors prior to issuance of a grading permit</p> <p>Monitoring activities to occur during ground-disturbing construction activities</p> <p>Final report to be submitted after conclusion of monitoring</p>	<p>Approval of the professional archaeologist retained by the Project proponent</p> <p>Confirmation of an executed tribal monitoring agreement with the Soboba Band of Luiseño Indians or the Pechanga Band of Luiseño Indians</p> <p>Ongoing reports of any finds to the City of Perris Planning Division and proof of inventory and curation as needed</p>	<p>City of Perris Development Services Director and Planning Division</p>			

Impact/Threshold	Applicable PVCCSP Mitigation Measure or Additional Project Mitigation Measure	Monitoring/Timing Frequency	Action Indicating Compliance	Monitoring Party	Verification Initials	Verification Date	Remarks
	<p>The Project Applicant shall also enter into an agreement with either the Soboba Band of Luiseño Indians or the Pechanga Band of Luiseño Indians for a Luiseño tribal representative (observer/monitor) to work along with the consulting archaeologist. This tribal representative will assist in the identification of Native American resources and will act as a representative between the City, the project proponent/developer, and Native American Tribal Cultural Resources Department. The Luiseño tribal representative(s) shall be on-site during all ground-disturbing of each portion of the project site including clearing, grubbing, tree removals, grading, trenching, etc. The Luiseño tribal representative(s) should be on-site any time the consulting archaeologist is required to be on-site. Working with the consulting archaeologist, the Luiseño representative(s) shall have the authority to halt, redirect, or divert any activities in areas where the identification, recording, or recovery of Native American resources are on-going.</p> <p>The agreement between the proponent/developer and the Luiseño tribe shall include, but not be limited to:</p> <ul style="list-style-type: none"> • An agreement that artifacts will be reburied on-site and in an area of permanent protection; • Reburial shall not occur until all cataloging and basic recordation have been completed by the consulting archaeologist; • Native American artifacts that cannot be avoided or relocated at the project site shall be prepared for curation at an accredited curation facility in Riverside County that meets federal standards (per 36 CFR Part 79) and available to archaeologists/researchers for further study; and • The project archaeologist shall deliver the Native American artifacts, including title, to the identified curation facility within a reasonable amount of time, along with applicable fees for permanent curation. <p>The Project Applicant shall submit a fully executed copy of the agreement to the City of Perris Planning Division to ensure compliance with this condition of approval. Upon verification, the City of Perris Planning Division shall clear this condition. This agreement shall not modify any condition of approval or mitigation measure.</p> <p>In the event archeological resources are discovered at the Project site or within the off-site Project improvement areas, the handling of the discovered resource(s) will differ, depending on the nature of the find. Consistent with California Public Resources Code Section 21083.2(b) and Assembly Bill 52 (Chapter 532, Statutes of 2014), avoidance shall be the preferred method of preservation for Native American/tribal cultural/archaeological resources. However, it is understood that all artifacts with the exception of human remains and related grave goods or sacred/ceremonial/religious objects belong to the property owner. The property owner will commit to the relinquishing and curation of all artifacts identified as being of Native American origin. All artifacts discovered at the development site during the monitoring program shall be recorded and inventoried by the consulting archaeologist.</p> <p>If any Native American artifacts are identified when Luiseño tribal representatives are not present, all reasonable measures will be taken to protect the resource(s) in situ and the City Planning Division and Luiseño tribal representative will be notified. The designated Luiseño tribal representative will be given ample time to examine the find. If the find is determined to be of sacred or religious value, the Luiseño tribal representative will work with the City and Project</p>		<p>Notification of discontinuation of monitoring activities</p> <p>Report of findings in accordance with the Office of Historic Preservation guidelines to be filed with the City of Perris Planning Division, the University of California, Riverside, Eastern Information Center (EIC) and the Luiseño tribe(s) involved with the Project.</p>				

Impact/Threshold	Applicable PVCSP Mitigation Measure or Additional Project Mitigation Measure	Monitoring/Timing Frequency	Action Indicating Compliance	Monitoring Party	Verification		Remarks
					Initials	Date	
The Project may disturb human remains interred outside of a formal cemetery.	<p>archaeologist to protect the resource in accordance with tribal requirements. All analysis will be undertaken in a manner that avoids destruction or other adverse impacts.</p> <p>In the event human remains are discovered at the Project site or within the off-site Project improvement areas, mitigation measure CULT-2 shall immediately apply and all items found in association with Native American human remains shall be considered grave goods or sacred in origin and subject to special handling.</p> <p>Non-Native American artifacts shall be inventoried, assessed, and analyzed for cultural affiliation, personal affiliation (prior ownership), function, and temporal replacement. Subsequent to analysis and reporting, these artifacts will be subjected to curation, as deemed appropriate, or returned to the property owner.</p> <p>Once grading activities have ceased and/or the archaeologist, in consultation with the designated Luiseño tribal representative, determines that monitoring is no longer necessary, monitoring activities can be discontinued following notification to the City of Perris Planning Division.</p> <p>A report of findings, including an itemized inventory of recovered artifacts, shall be prepared upon completion of the steps outlined above. The report shall include all data outlined by the Office of Historic Preservation guidelines, including conclusions of the significance of all recovered, relocated, and reburied artifacts. A copy of the report shall also be filed with the City of Perris Planning Division, the University of California, Riverside, Eastern Information Center (EIC) and the Luiseño tribe(s) involved with the Project.</p> <p>MM Cult 2: In the event that human remains (or remains that may be human) are discovered at the Project site or within the off-site Project improvement areas during ground-disturbing activities, the construction contractors, Project archaeologist, and/or designated Luiseño tribal representative(s) shall immediately stop all activities within 100 feet of the find. The Project Applicant shall then inform the Riverside County Coroner and the City of Perris Planning Division immediately and the coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b).</p> <p>If the coroner determines that the remains are of Native American origin, the coroner would notify the Native American Heritage Commission (NAHC), which will identify the Most Likely Descendant (MLD). Despite the affiliation of any Luiseño tribal representative(s) at the site, the NAHC identification of the MLD will stand. The MLD shall be granted access to inspect the site of the discovery of the Native American human remains and may recommend to the Project Applicant means for treatment or disposition, with appropriate dignity of the human remains and any associated grave goods. The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The disposition of the remains will be determined in consultation between the Project Applicant and the MLD. In the event that there is disagreement regarding the disposition of the remains, State law will apply and median with the NAHC will make the applicable determination (see Public Resources Code Section 5097.98(e) and 5097.94(k)).</p> <p>The specific locations of Native American burials and reburials would be proprietary and not disclosed to the general public. The locations would be documented by the consulting archaeologist in conjunction with the various stakeholders and a report of findings shall be filed with the Eastern Information Center (EIC).</p>	During construction activity	If human remains are discovered, they shall be reported to the Riverside County Coroner and the City of Perris Planning Division	City of Perris Planning Division			

Impact/Threshold	Applicable PVCCSP Mitigation Measure or Additional Project Mitigation Measure	Monitoring/Timing Frequency	Action Indicating Compliance	Monitoring Party	Verification		Remarks	
					Initials	Date		
<p>Energy</p> <p>The Project could result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation.</p>	<p>PVCCSP Mitigation Measures</p> <p>MM Air 19: In order to reduce energy consumption from the individual implementing development projects, applicable plans (e.g., electrical plans, improvement maps) submitted to the City shall include the installation of energy-efficient street lighting throughout the project site. These plans shall be reviewed and approved by the applicable City Department (e.g., City of Perris' Building Division) prior to conveyance of applicable streets.</p>	Prior to City approval of street improvements	Verification by City of incorporation of project design features and approval of street and utility plans	City of Perris Building Division				
	<p>PVCCSP mitigation measure MM Air 20, listed above under Air Quality is applicable to the Project.</p>							
	<p>Project Mitigation Measures</p> <p>No Project-specific mitigation is required.</p>							
<p>Geology and Soils</p>	<p>PVCCSP Mitigation Measures</p> <p>MM Geo 1: Concurrent with the City of Perris' review of implementing development projects, the project proponent of the implementing development project shall submit a geotechnical report prepared by a registered geotechnical engineer and a qualified engineering geologist to the City of Perris Public Works/Engineering Administration Division for its review and approval. The geotechnical report shall assess the soil stability within the implementing development project affecting individual lots and building pads, and shall describe the methodology (e.g., overexcavated, backfilled, compaction) being used to implement the project's design.</p>	Compliance with this mitigation measure has been completed with preparation and submittal of the <i>Geotechnical Investigation</i> prepared by NorCal Engineering, dated December 21, 2020.						
	<p>Project Mitigation Measures</p> <p>MM-Geo 1: Prior to the issuance of grading permits, the Project Applicant shall submit to and receive approval from the City, a Paleontological Resource Impact Mitigation Monitoring Program (PRIMMP). The PRIMMP shall include the provision for a qualified professional paleontologist (or his or her paleontological monitor representative) to be on-site or any Project-related excavations that exceed three (3) feet below the pre-grade surface. Selection of the paleontologist shall be subject to the approval of the City of Perris Planning Manager and no grading activities shall occur at the Project site or the off-site Project improvement areas until the paleontologist has been approved by the City.</p> <p>Monitoring shall be restricted to undisturbed subsurface areas of older Quaternary alluvium. The approved paleontologist shall be prepared to quickly salvage fossils as they are unearthed to avoid construction delays. The paleontologist shall also remove samples of sediments which are likely to contain the remains of small fossil invertebrates and vertebrates. The paleontologist shall have the power to temporarily halt or divert grading equipment to allow for removal of abundant or large specimens.</p> <p>Collected samples of sediments shall be washed to recover small invertebrate and vertebrate fossils. Recovered specimens shall be prepared so that they can be identified and permanently preserved. Specimens shall be identified and curated and placed into an accredited repository</p>	<p>Prior to issuance of a grading permit</p> <p>During ground-disturbing activities</p>	<p>Approval of a PRIMMP and qualified paleontologist</p> <p>Report of findings submitted at the completion of monitoring</p>	City of Perris Planning Division				

Impact/Threshold	Applicable PVCCSP Mitigation Measure or Additional Project Mitigation Measure	Monitoring/Timing Frequency	Action Indicating Compliance	Monitoring Party	Verification		Remarks
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	(such as the Western Science Center or the Riverside Metropolitan Museum) with permanent curation and retrievable storage. A report of findings, including an itemized inventory of recovered specimens, shall be prepared upon completion of the steps outlined above. The report shall include a discussion of the significance of all recovered specimens. The report and inventory, when submitted to the City of Perris Planning Division, will signify completion of the program to mitigate impacts to paleontological resources.	Prior to the start of construction	Approval of a WEAP	City of Perris Planning Division			
	MM Geo 2: Prior to the start of construction, a paleontological resources worker environmental awareness program (WEAP) training shall be presented to all earthmoving personnel to inform them of the possibility for buried resources and the procedures to follow in the event of fossil discoveries.						
Greenhouse Gas Emissions							
Implementation of the PVCCSP will result in greenhouse gas emissions that may have a significant impact on the environment. Project specific impact would be less than significant.	PVCCSP Mitigation Measures PVCCSP mitigation measures MM Air 19 and MM Air 20, listed above under <i>Energy and Air Quality</i> , respectively, are applicable to the Project.						
	MM Air 21: Each implementing development project shall implement, at a minimum, use of water conserving appliances and fixtures (low-flush toilets, and low-flow shower heads and faucets) within all new residential developments.	Prior to issuance of building permits	Verification by City of incorporation of project design features	City of Perris Development Services Department			
	Project Mitigation Measures No Project-specific mitigation is required.						
Hazards and Hazardous Materials							
The Project is located within an airport land use plan and has the potential to result in a safety hazard and excessive noise for people residing or working in the Project site.	PVCCSP Mitigation Measures MM Haz 2: Prior to the recordation of a final map, issuance of a building permit, or conveyance to an entity exempt from the Subdivision Map Act, whichever occurs first, the landowner shall convey an avigation easement to the MARB/March Inland Port Airport Authority. MM Haz 3: Any outdoor lighting installed shall be hooded or shielded to prevent either the spillage of lumens or reflection into the sky or above the horizontal plane. MM Haz 4: The following notice shall be provided to all potential purchasers and tenants: "This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example, noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the	Prior to the earliest of recordation of a final map, issuance of a building permit, or conveyance to an entity exempt from the Subdivision Map Act During plot plan/architectural review Prior to certificate of occupancy	Evidence of avigation easement provided to the City of Perris Planning Division Approved plan Confirmation that purchasers and tenants have been notified	City of Perris Development Services Department March Inland Port Airport Authority City of Perris Development Services Department City of Perris Development Services Department			

Impact/Threshold	Applicable PVCCSP Mitigation Measure or Additional Project Mitigation Measure	Monitoring/Timing Frequency	Action Indicating Compliance	Monitoring Party	Verification		Remarks
					Initials	Date	
	<p>property before you complete your purchase and determine whether they are acceptable to you. Business & Profession Code 11010.13(A).”</p> <p>MM Haz 5: The following uses shall be prohibited:</p> <ul style="list-style-type: none"> a. Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator. b. 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. c. Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. d. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation. e. All retention and water quality basins shall be designed to dewater within 48 hours of a rainfall event. 	During plot plan/architectural review	Approved plan	City of Perris Development Services Department			
	<p>MM Haz 6: A minimum of 45 days prior to submittal of an application for a building permit for an implementing development project, the implementing development project applicant shall consult with the City of Perris Planning Department in order to determine whether any implementing project-related structures or construction equipment will encroach into the 100-to-1 imaginary surface surrounding the MARB. If it is determined that there will be an encroachment into the 100-to-1 imaginary surface, the implementing development project applicant shall file a FAA Form 7460-1, Notice of Proposed Construction or Alteration. If FAA determines that the implementing development project would potentially be an obstruction unless reduced to a specified height, the implementing development project applicant and the Perris Planning Division will work with FAA to resolve any adverse effects on aeronautical operations.</p>	Compliance with this mitigation measure has been completed in coordination with the City. The Project site is below the 100 to 1 surface and does not require an obstruction evaluation.					
	<p>Project Mitigation Measures</p> <p>No Project-specific mitigation is required.</p>						
	<p>PVCCSP Mitigation Measures</p> <p>MM Noise 1: During all project site excavation and grading on-site, the construction contractors shall equip all construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers consistent with manufacturer's standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.</p>	During excavation and grading	Periodic inspection reports	City of Perris Public Works Department			
Construction associated with the PVCCSP would result in temporary increases in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance. Project construction would not conflict with the City Municipal Code							

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	<p>MMI Noise 2: During construction, stationary construction equipment, stockpiling and vehicle staging areas will be placed a minimum of 446 feet away from the closest sensitive receptor.</p>	<p>Stockpile and staging area identified during development application/plot plan approval process</p> <p>During construction approved stockpile and staging area used</p>	<p>Approved plans with designated stockpile and staging areas</p> <p>Periodic inspection reports</p>	<p>City of Perris Planning Divisions</p> <p>City of Perris Public Works Department</p>			
	<p>MMI Noise 3: No combustion-powered equipment, such as pumps or generators, shall be allowed to operate within 446 feet of any occupied residence unless the equipment is surrounded by a noise protection barrier.</p> <p>MMI Noise 4: Construction contractors of implementing development projects shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings.</p>	<p>During construction</p>	<p>Periodic inspection reports</p>	<p>City of Perris Public Works Department</p>			
<p>The Project may result in substantial permanent increases in ambient noise levels in the Project vicinity above levels existing without the Project.</p>	<p>MMI Noise 5: New sensitive land uses, including residential dwellings, mobile homes, hotels, motels, hospitals, nursing homes, education facilities, and libraries, to be located within the PVCC shall be protected from excessive noise, including existing and projected noise. Attenuation shall be provided to ensure that noise levels do not exceed an exterior standard of 60 dBA (65 dBA is conditionally acceptable) in outdoor living areas and an interior standard of 45 dBA in all habitable rooms. Specifically, special consideration shall be given to land uses abutting Ramona Expressway from Redlands Avenue to Evans Road and from Evans Road to Bradley Road; Rider Street from Evans Road to Bradley Road; Placentia Avenue from Perris Boulevard to Redlands Avenue, from Redlands Avenue to Wilson Avenue, from Wilson Avenue to Murrieta Road, and from Murrieta Road to Evans Road. Perris Boulevard from Orange Avenue to Placentia Avenue and from San Michele Road to Krameria Avenue; and Redlands Avenue from Nuevo Road to Citrus Avenue, from Citrus Avenue to Orange Avenue and from Orange Avenue to Placentia Avenue.</p>	<p>Noise studies for sensitive land uses to be submitted in conjunction with development applications for applicable projects</p> <p>Prior to occupancy permit</p>	<p>Approved development/site plans</p> <p>Approved architectural plans demonstrating appropriate noise attenuation</p>	<p>City of Perris Development Services Department</p>			
<p>The Project's future commercial use may result in substantial permanent increases in ambient noise levels in the Project vicinity.</p>	<p>Project Mitigation Measures</p> <p>MMI Noise 1: Noise levels from operational noise generated by the project's hotel component shall not exceed 60 dBA CNEL when measured at nearby sensitive land uses (including residences). When plans for the hotel component become available, an acoustic analysis shall be performed for the hotel's operational noise sources. This includes, but is not limited to, HVAC units and emergency generators. If the analysis determines that noise levels would exceed noise limits, noise reduction measures will be implemented as part of the hotel design. These noise reduction measures may include architectural parapets, or on-site sound barriers (wall).</p> <p>If a barrier is used to shield noise for nearby NSLUs, it shall be located between the noise source and noise-sensitive receptor. The barrier must be solid. It can be constructed of masonry, wood, plastic, fiberglass, steel, or a combination of those materials, as long as there are no cracks or gaps, through or below the wall. Any seams or cracks must be filled or caulked. If wood is used, it can be tongue and groove and must be at least one-inch total thickness or have a density of at least 3½ pounds per square foot. The barrier must be an adequate height to break the line-of-sight between the noise source and receptor.</p>	<p>A noise study shall be submitted in conjunction with development applications for the Project site's future commercial use</p> <p>Prior to occupancy permit</p>	<p>Noise study demonstrating compliance with operational noise generation regulations</p> <p>If required by noise study results, architectural plans demonstrating appropriate noise attenuation barrier</p>	<p>City of Perris Development Services Department</p>			

Impact/Threshold	Applicable PVCCSP Mitigation Measure or Additional Project Mitigation Measure	Monitoring/Timing Frequency	Action Indicating Compliance	Monitoring Party	Verification		Remarks	
					Initials	Date		
<p>Transportation</p> <p>The Project's traffic generation may conflict with a program plan, ordinance or policy addressing the circulation system.</p> <p>The Project could substantially increase hazards due to a geometric design feature or incompatible uses.</p>	<p>PVCCSP Mitigation Measures</p> <p>MM Trans 4: Prior to the approval of individual implementing development projects, the Riverside Transit Agency (RTA) shall be contacted to determine if the RTA has plans for the future provision of bus routing in the Project site that would require bus stops at the project access points. If the RTA has future plans for the establishment of a bus route that will serve the Project site, road improvements adjacent to the Project site shall be designed to accommodate future bus turnouts at locations established through consultation with the RTA. RTA shall be responsible for the construction and maintenance of the bus stop facilities. The area set aside for bus turnouts shall conform to RTA design standards, including the design of the contact between sidewalk and curb and gutter at bus stops and the use of ADA-compliant paths to the major building entrances in the project.</p> <p>MM Trans 7: Implementing project-level traffic studies shall be required for all subsequent implementing development proposals within the boundaries of the PVCC as approved by the City of Perris Engineering Department. These subsequent traffic studies shall identify specific project deficiencies and needed roadway improvements to be constructed in conjunction with each implementing development project. All intersection spacing for individual tracts or maps shall conform to the minimum City intersection spacing standards. All turn pocket lengths shall conform to at least the minimum City turn pocket length standards. If any of the proposed improvements are found to be infeasible, the implementing development project applicant would be required to provide alternative feasible improvements to achieve levels of service satisfactory to the City.</p> <p>MM Trans 1: Future implementing development projects shall construct on-site roadway improvements pursuant to the general alignments and right-of-way sections set forth in the PVCC Circulation Plan, except where said improvements have previously been constructed.</p> <p>MM Trans 5: Bike racks shall be installed in all parking lots in compliance with City of Perris standards.</p> <p>MM Trans 8: Proposed mitigation measures resulting from project-level traffic studies shall be coordinated with the North Perris Road and Bridge Benefit District (NPRBBD) to ensure that they are in conformance with the ultimate improvements planned by the NPRBBD. The applicant shall be eligible to receive proportional credits against the NPRBBD for construction of project level mitigation that is included in NPRBBD.</p> <p>MM Trans 2: Sight distance at the project entrance roadway of each implementing development project shall be reviewed with respect to standard City of Perris sight distance standards at the time of preparation of final grading.</p> <p>MM Trans 3: Each implementing development project shall participate in the phased construction of off-site traffic signals through payment of that project's fair share of traffic signal mitigation fees and the cost of other off-site improvements through payment of fair share mitigation fees which include TUMF (Transportation Uniform Mitigation Fee), DIF (Development Impact Fee), and the NPRBBD (North Perris Road and Bridge Benefit District). The fees shall be</p>	<p>Compliance with this mitigation measure is complete. Coordination with RTA has occurred and per the May 19, 2022, email from RTA (Mauricio Alvarez), RTA has determined there is no need for a bus stop at the Project site</p> <p>Compliance completed with preparation and submittal of the <i>Traffic Analysis</i>, revised July 12, 2022, and preparation of the IS/MND.</p>						
			During construction	City acceptance of constructed roadways	City of Perris Public Works Department			
			In conjunction with development applications and prior to issuance of certificates of occupancy	Bike racks installed per City standards	City of Perris Public Works Department			
			Applicable fees related to the NPRBBD are documented in the <i>Traffic Analysis</i> , revised July 12, 2022.	Payment of fees	City of Perris Planning Division			
			During review of final grading, landscape, and street improvement plans	Approved plans	City of Perris Development Services Department			
			Prior to issuance of building permits	Payment of fees Plans showing signage to be installed for truck routes	City of Perris Development Services Department			

Impact/Threshold	Applicable PVCCSP Mitigation Measure or Additional Project Mitigation Measure	Monitoring/Timing Frequency	Action Indicating Compliance	Monitoring Party	Verification		Remarks
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	collected and utilized as needed by the City of Perris to construct the improvements necessary to maintain the required level of service and build or improve roads to their build-out level.						
	Project Mitigation Measures No Project-specific mitigation is required.						
Tribal Cultural Resources							
	PVCCSP Mitigation Measures PVCCSP mitigation measure MM Cultural 1, listed above under <i>Cultural Resources</i> , has been completed for the Project.						
Implementation of the Project may result in a substantial adverse change in the significance of a tribal cultural resource.	Project Mitigation Measures Project-specific mitigation measures MM Cult 1 and MM Cult 2, listed above under <i>Cultural Resources</i> , are applicable to the Project.						

EXHIBIT B

CONDITIONS OF APPROVAL (PLANNING, ENGINEERING, PUBLIC WORKS, BUILDING & SAFETY, AND FIRE)

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

CONDITIONS OF APPROVAL

Specific Plan Amendment (SPA) 21-05193, Tentative Tract Map 22-05078 (TPM-38393) and Development Plan Review (DPR) 21-00011

December 7, 2022

PROJECT: Specific Plan Amendment (SPA) 21-05193, Tentative Parcel Map 22-05078 (TPM-38393) and Development Plan Review (DPR) 21-00011 - A proposal to consider the following entitlements to facilitate the construction of a 232,575-square-foot industrial building and future commercial development on 14.93 acres located on the north side of Ramona Expressway, between Indian Avenue and Perris Boulevard, in the Perris Valley Commerce Center Specific Plan: 1) Amendment to the Perris Valley Commerce Center Specific Plan (PVCCSP) to rezone 13.32-acres of the 14.93-acre project site from Commercial (C) Zone to Light Industrial (LI) Zone; 2) Tentative Parcel Map to subdivide the project site into two parcels; and 3) Development Plan Review for the site plan and building elevations. (APN: 302-060-041). Applicant: Joe McKay, JM Realty.

General Requirements:

1. **Mitigation Monitoring Program.** The project shall at all times comply with all provisions of the Mitigation Monitoring and Reporting Program (MMRP) for the IS/MND 2373.
2. **Development Standards.** The project shall conform to all requirements of the Perris Valley Commerce Center Specific Plan (PVCCSP) and City of Perris Municipal Code Title 19.
3. **Specific Plan Compliance.** The Industrial Warehouse Building shall conform to the Light Industrial (LI) zone standards of the Perris Valley Commerce Center Specific Plan (PVCCSP).
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 **December 7, 2022** Planning Commission hearing, or as amended by these conditions and as approved by the City Council. Any deviation shall require appropriate Planning Division review and approval.
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 six (6) 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. No time extension may be granted for applications received after the expiration date of the map.
3. **Development Plan Review Term of Approval.** The Development Plan Review processed in conjunction with the Tentative Parcel Map shall expire in two years from the City Council

- final action for consistency with the time limits of the map. Within two years, the applicant shall demonstrate the beginning of substantial construction as approved, which shall thereafter be diligently pursued to completion or substantial utilization. If this does not occur, a maximum of six (6) one-year extensions may be requested for consistency with the related Tentative Parcel Map. A written request for extension shall be submitted to the Planning Division at least thirty (30) days prior to the initial (and any subsequent extension) expiration of the Development Plan Review.
6. **Val Verde Unified School District.** The proposed subdivision shall adhere to the standard requirements and mitigation fees established by the *Val Verde Unified School District*.
 7. **Riverside Transit Agency (RTA).** All future bus stop locations, material, architecture, and colors shall conform to the Green Valley Specific Plan.
 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 Specific Plan Amendment (SPA) 21-05193, Tentative Parcel Map 22-05078 (TPM 38393) and Development Plan Review (DPR) 21-00011. 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 and the approved Fire Access Plan. 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. **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).

13. **Public Works Conditions.** The project shall comply with all requirements of the Public Works Administration Department as indicated in the Conditions of Approval dated November 19, 2021.
14. **Engineering Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval dated, revised November 21, 2022.
15. **Community Services Conditions.** The project shall comply with all requirements of the Community Services Department.
16. **Unit Identification.** Each unit 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. **Property Maintenance.** The project shall comply with the Perris Municipal Code Chapter 7.42 regarding Property Maintenance. The site shall be maintained graffiti-free state at all times. Any graffiti located on the site shall be removed within 48 hours.
18. **Utilities.** If applicable, all utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-way) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
19. **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.
20. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
21. **Energy Conservation.** To improve local air quality, the applicant shall comply with the energy-conservation features into the project (as feasible) per the ISMND and Design Guidelines. An accounting of the project's energy conservation measures shall be submitted to the Building Division, prior to application for Building Permits.
22. **Glazing.** Highly-reflective glass shall not be used for architectural elevations.
23. **Roof Parapets.** The height of the roof parapet shall fully screen any roof-mounted equipment. All vent pipes and similar devices shall be painted to match the building.
24. **Downspouts.** Exterior downspouts are not permitted on building elevations facing the public right of way. Interior downspouts are required for these elevations
25. **Vehicle Parking.** Parking for high-occupancy vehicles (HOV) and rideshare vans, Electric

Vehicles and for High-Efficiency Vehicles (HEV) and other fuel-efficient vehicles shall be provided as required by the Mitigation Monitoring and Reporting Plan (MMRP). Design of parking stalls shall comply with PMC 19.69.030C.5b (“double-striping”). All designated parking stalls shall be marked as required.

26. **Employee Amenities.** Outdoor amenities, shall include a landscaped, concrete lunch patio with seating, which provides landscaping and a covered tubular-steel trellis for shade that is architecturally similar in colors and materials to the warehouse building. In addition, a horse-shoe/bocce ball sand pit, and half basketball court shall be provided. Indoor amenities shall include an indoor gaming area.
27. **Preliminary Water Quality Management Plan (Pre-WQMP for all Tract Maps).** A Preliminary WQMP was prepared for the proposed project site. All Pre-WQMPs were determined to be in substantial compliance, in concept, with the Riverside County 2012 WQMP Manual requirements. The following two conditions apply:
 - a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
 - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the bio-retention basins and self-retaining landscape. The Public Works Department shall review and approve the final WQMP text, plans and details.
28. **Riverside County Airport Land Use Commission.** The following conditions shall be satisfied in accordance with the Airport Land Use Commission (ALUC) Development Review case file ZAP1471MA21:
 - a. Any new outdoor lighting that is installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
 - b. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
 - (i) Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight or circling climb following takeoff or toward an aircraft engaged in a straight or circling final approach toward a landing at an airport, other than a DoD or 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 or circling climb following takeoff or towards an aircraft

engaged in a straight or circling final approach towards a landing at an airport.

- (iii) Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, wastewater management facilities, artificial marshes, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.)
 - (iv) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - (v) Children's schools, day care centers, libraries, hospitals, skilled nursing and care facilities, congregate care facilities, hotels/motels, places of assembly (including, but not limited to places of worship and theaters), buildings with more than 2 aboveground habitable floors, hazardous materials and critical community infrastructure facilities.
 - (vi) Highly noise-sensitive outdoor non-residential uses. Examples of noise-sensitive outdoor nonresidential uses that are prohibited include, but are not limited to, major spectator-oriented sports stadiums, amphitheaters, concert halls, and drive-in theaters.
 - (vii) Any other uses not permitted in Accident Potential Zone II pursuant to DoDI 4165.57 Appendix 2, Table 1.
 - (viii) Other hazards to flight.
- c. Prior to issuance of any building permits, the landowner shall convey and have recorded an avigation easement to the March Inland Port Airport Authority or its successor in interested, or provide evidence that such easement has previously conveyed. The Airport Authority may waive this requirement in the event that the Authority determines that pre-existing avigation easements dedicated to the United States of America are sufficient to address its needs. Contact the March Joint Powers Authority at (951) 656- 7000 for additional information.
 - d. The attached notice shall be given to all prospective purchasers and/or tenants of the property.
 - e. The project has been conditioned to utilize underground detention systems, which shall not contain surface water or attract wildlife. Any other proposed basin would require review and approval by the ALUC. Any new detention basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the detention basins that would provide food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced

so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at RCALUC.ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

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

- f. Noise attenuation measures shall be incorporated into the design of the office areas of the structure, to the extent such measures are necessary to ensure that interior noise levels from aircraft operations are at or below 45 CNEL.
- g. This project has been evaluated for 221,935 square feet of e-commerce warehouse area, 5,209 square feet of first floor office area, and 4,791 square feet of second floor office mezzanine area. Any increase in building area, change in use to any higher intensity use, change in building location, or modification of the tentative parcel map lot lines and areas will require an amended review to evaluate consistency with the ALUCP compatibility criteria, at the discretion of the ALUC Director.
- h. Zoned fire sprinkler systems shall be required throughout the building.
- i. 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 wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.
- j. The project does not propose rooftop solar panels at this time. However, if the project were to propose solar rooftop panels in the future, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and this study shall be reviewed by the Airport Land Use Commission and March Air Reserve Base.
- k. The applicant has agreed to accept a Covenant which will be recorded on the title of the property restricting the actual occupancy of the buildings to the limits of the Air Force Instruction. The project shall be in compliance with the recorded and executed Covenant, which limits building occupancy to a maximum of 25 people in any given acre in APZ-I, and 50 people in any given acre in APZ-II. The Covenant shall include the following

language:

“Covenanter has agreed to comply with the Density Restrictions and a Density Cap (both terms are defined below), by limiting occupancy of the Project to (i) one hundred thirty-nine (139) occupants (“Density Cap”) [THE DENSITY CAP WILL DECREASE IF THE SQUARE FOOTAGE OF THE BUILDING DECREASES.]; (ii) twenty-five (25) occupants in any square area measuring 208 feet by 208 feet (“Square Area”) for all Square Areas within portions of the building of the Project within APZ I, and (iii) fifty (50) occupants in any Square Area within portions of the building of the Project within APZ II. Requirement (ii) and (iii) are collectively the “Density Restrictions”, and are depicted in Exhibit B, attached hereto and incorporated herein by reference. Accordingly, any building expansion is prohibited, including an increase in building area, without further review by the City and MARB representatives, and consent and approval provided through an amendment to this covenant.”

Compliance shall be verified by City or third-party inspections and reports on a schedule agreed upon by the applicant/project operator, the City, and MARB representatives.

TPM 38393 - FINAL MAP RECORDATION

29. **Application.** The Final Map application shall be submitted to the City Engineering Department with payment of appropriate fees for review and approval concurrently with the application to the City Engineer. The Final Map application shall include all necessary road dedications, appropriate easements and street vacations.
30. **Map Recordation.** Prior to recordation of the Final Map, the developer shall obtain the following clearances, approvals or actions:
 - a. Verification from the Planning Division that all pertinent conditions of approval have been met, as mandated by the Perris Municipal Code.
 - b. The landowner shall convey an avigation easement to the March Inland Port Airport Authority. Contact the March Joint Powers Authority at (951) 656-7000.
 - c. Any other required approval from an outside agency.

Prior to Issuance of Grading Permits

31. **Precise Grading Plans.** Precise grading plans shall be submitted to the City Engineer for review and approval. Grading plans shall be consistent with approved development plans.
32. **Traffic Control Plan.** A Traffic Control Plan shall be submitted for approval to the City Engineer.
33. **Southern California Edison.** Prior to issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner to complete the required forms prior to commencement of construction.

34. **Final Water Quality Management Plan (F-WQMP for all Tract Maps).** The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the bio-retention basin, detention basin, self-retaining landscaping, and roof drains to vegetation. The Public Works Department shall review and approve the final WQMP text, plans and details.
35. **Mitigation Measures for Prior to Grading and during Grading.** Prior to grading permit issuance, the applicant is required to adhere to the Mitigation Monitoring and Reporting Program (MMRP) mitigation measures prior to grading and during grading.

Prior to Issuance of Building Permits

36. **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.
37. **Final Parcel Map Submittal.** Prior to the issuance of the first building permit, Tentative Parcel Map 38398 shall be submitted for Final Map approval to the City Engineering Department and be recorded with the County of Riverside, with proof of recording provided to the City Planning Division and Engineering Division. The Final Map shall conform substantially to the approved Tentative Map.
38. **March Air Reserve Base and Perris Valley Airport.** Prior to building permit issuance, in accordance with conditions of approval by the Airport Land Use Commission (ALUC) letter dated April 14, 2022 (Attached), the eleven (11) conditions of approval enumerated in the conditional approval letter shall be implemented to address the project's location within Airport Influence Area.
39. **Landscaping Plans.** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division for approval accompanied by the appropriate filing fee. The plans shall be prepared by a California-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 following treatments, consistent with the conceptual landscape plan or as conditioned herein, are required:
 - a. **Water Quality Basins and Large Swales.** Tiered landscaping with mature trees (24" to 36" box) shall be planted in these areas, including berms.
 - b. **Accent Landscaping.** Large trees (24" to 36" box) shall be included in the landscape design at all driveway entrances to the project site

- c. **Passenger Vehicle Parking Areas.** A minimum of 30% of trees shall be 36-inch box or larger in passenger vehicle parking areas. Also, a minimum of one 24-inch box tree per 6 parking stalls shall be provided.
 - d. **Street Trees.** All street trees within the public right of way on Perris Blvd., Indian Avenue and Ramona Expressway be 24-inch box size or larger, and planted a maximum of 30 feet on center within the parkway.
 - e. **Employee Amenity Areas.** Outdoor employee break areas shall be landscaped to include shade trees and shade structures architecturally similar in colors and materials to the warehouse building.
 - f. **Enhanced Pavement.** Decorative pavement treatments (accent colors, textures, and patterns) should be used for driveway entrances and pedestrian pathways.
 - g. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation.
 - h. **Water Conservation.** Rain sensing override devices and soil moisture sensors shall be required on all irrigation systems. Landscaping shall comply with Zoning Code Chapter 19.70 (www.cityofperris.org) for mandated water conservation.
 - i. **Maintenance.** All landscaping shall be maintained in a viable growth condition.
 - j. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after installation of all landscaping and irrigation system is completely operational. Before calling for a final inspection, the City's "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project, and submitted to the project planner. The project planner shall sign off the "Certificate of Compliance" to signify code compliance and acceptance.
40. **Screen Walls and Fencing.** Decorative screen walls shall screen views into truck courts from the public right of way (Indian Avenue, Ramona Expressway, Perris Boulevard and Perry Avenue) and adjacent uses. Plans and details for the screen 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 Screen Walls.** Decorative screen walls shall be 14 feet in height with pilasters at every 100 linear feet and include a decorative cap, subject to the review and approval of the Planning Division.
 - b. **Gates.** All tubular steel gates in public view shall be a minimum of eight feet in height, and be screened by a high quality view-obscuring material, subject to Planning review and approval.
 - c. **Perimeter Wrought Iron Fence.** Black, eight (8) foot high tubular steel fence with capped decorative pilasters at regular intervals shall be utilized for perimeter fencing in areas where screen walls or existing walls and fencing are not provided.
 - d. **Graffiti.** All decorative block/tilt-up screen walls shall be treated with a graffiti-resistant coat.
 - e. **Knox boxes** are required for all gates and shall be approved by the Fire Marshal and issued by the Building Division.
41. **Building Plan Requirements.** The following shall be shown on the building plan check set for Planning staff review and approval:
- a. **Charging Stations.** The applicant shall install two Electric Vehicle charging stations

- for light-duty vehicles, and the station locations and specifications shall be included on the building plans.
- b. **Parking stalls** for passenger vehicles shall be striped in accordance with Chapter 19.69.030C.5b of the Zoning Code (double striping).
42. **Site Lighting Plan.** A site lighting plan shall be approved that complies with the City's Outdoor Lighting Regulations and Mount Palomar Observatory's Dark Sky Ordinance. 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. At least one foot-candle of light shall be provided in all parking lot and pedestrian areas for safety and security.
43. **Construction Plans.** All Planning Division and Engineering Department Conditions of Approval, proposed employee amenities, and the Mitigation Monitoring Plan shall be reproduced in full on construction drawings and grading plans, immediately following the cover sheet of such plans. Each Condition shall be annotated on the construction plans for ease of reference (i.e., sheet and detail numbers).
44. **Fees.** The developer shall pay the following fees prior to the issuance of building permits:
- 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 Road and Bridge Benefit District fees.
 - f. Perris Master Drainage Plan Fees
45. **City 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:
1. Landscape Maintenance District No. 1;
 2. Flood Control Maintenance District No. 1;
 3. Maintenance District No. 84-1; and
 4. North Perris Road and Bridge Benefit District

PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS:

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.
47. **Multipurpose Trail.** Installation of a Class I Multipurpose Trail (behind the curb) at the

Ramona Expressway intersections per the Perris Bikeway Master Plan subject to the approval of the Planning Division and the City Engineer's office.

48. **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.
49. **Off-site Landscaping Plans.** Similar to onsite landscape submittal, three copies of conceptual Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division accompanied by the appropriate filing fee. These plans will be forwarded to Public Works Administration for review and approval. The landscape plans shall be prepared by a California-registered landscape architect and conform to the requirements of Chapter 19.70 of the Zoning Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "LMD Conceptual Off-site Landscape Plan 17-00002" and exclude private on-site landscaping, unless intended to be included in landscape easement and annexation. The Conceptual 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 and fully dimensioned, to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area, or if no such guidelines exist, the design intent of neighboring development as determined by the Engineering Administration and Special Districts Division.
 - 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, an ET based controller with weather station (Hunter or equal), Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal) (if one is not already in place).
 - 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** – If landscape system will be separate from on-site meter water and power, provide new water meter and electrical service. If system is separate, system and accounts to be turned over to landscape district, and district will assume costs for water and power. Each district is required to be metered separately. Show locations of water and electrical meter for landscape district.

End of conditions



CITY OF PERRIS

STUART E. MCKIBBIN, CONTRACT CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1480

November 21, 2022

DPR 21-00011 - TPM 38393

NE Corner of Ramona Expy. & Indian Ave.

APN 302-060-041

MB 017/032

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 dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and that their omission may require resubmittal for further consideration. These Ordinances and the following conditions are essential parts and requirements 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 conditions shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

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

General Conditions:

1. The project grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.

3. Site circulation shall be such that auto and truck access, circulation and parking are distinct and separate.

4. Truck access to the site shall be limited to Indian Avenue only. Truck ingress/entrance shall be from I-215/Placentia Avenue Interchange to Indian Avenue, and right-in into the site. Truck egress/exit from the site shall be right-out from Indian Avenue, to Harley Knox Boulevard and to I-215/Harley Knox Boulevard Interchange.

Truck access to and from Ramona Expressway and Perris Boulevard is prohibited.

Prior to Recordation of the Parcel Map:

5. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.

6. The developer/property owner shall submit the following to the City Engineer and Riverside County Flood Control and Water Conservation District (RCFCD) for review and approval:

- a. Onsite Precise Grading Plan and Erosion Control Plan. Plans shall show the approved WDID No.
- b. Street and Storm Drain Improvement Plans
- c. Signing and Striping Plans
- d. Water and Sewer Improvement Plans
- e. Hydrology and Hydraulic Report
- f. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
- g. Final WQMP (for reference)

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

7. Perris Boulevard is classified as a Primary Arterial (128'/94') per the General Plan. Adequate right-of-way shall be dedicated on Perris Boulevard along the property frontage to accommodate a 64 foot half width dedicated right-of-way plus adequate right-of-way/easement to accommodate the parkway as approved by the Public Works Department.

8. Ramona Expressway is classified as an Expressway (184'/134') per the General Plan. Adequate right-of-way shall be dedicated on Ramona Expressway along the property frontage to accommodate a 92 foot half width dedicated right-of-way plus adequate right-of-way/easement to accommodate the deceleration and acceleration lanes and the parkway as approved by the Public Works Department.

9. Indian Avenue is classified as a Secondary Arterial (94'/70') per the General Plan. Adequate right-of-way shall be dedicated on Ramona Expressway along the property frontage to accommodate a 47 foot half width dedicated right-of-way.

10. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.

11. All easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies and shall continue in force until the City or the appropriate agency accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the City Engineer.

12. Relinquish and waive rights of access to and from Perris Boulevard, Ramona Expressway and Indian Avenue on the Map other than the access opening as shown on the site plan.

13. The developer/property owner shall make a good faith effort to acquire required offsite property interests, and if he or she should fail to do so, the developer/property owner shall, prior to submittal of the Final Map for recordation, enter into an agreement to complete the improvements. The agreement shall provide for payment by the developer/property owner of all costs incurred by the City to acquire the offsite property interests required in connection with the subdivision. Security of a portion of these costs shall be in the form of a cash deposit in the amount given in an appraisal report obtained by the developer/property owner (at developer/property owner cost). The appraiser shall be approved by the City prior to commencement of the appraisal.

14. The following statement shall be added to the Map:

"Notice of drainage fees" Notice is hereby given that this property is located in the Perris Valley Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483, et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the building permit for the map, and that the property owner

prior to issuance of the building permit, shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

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

Prior to Issuance of Grading Permit:

16. The developer/property owner shall adhere to the following design criteria for construction of Line E of the Perris Valley Master Drainage Plan facility: an underground Reinforced Concrete Box (RCB) to collect runoff discharged from the existing drainage facility to the west and convey the flows through the property to Perris Boulevard. As an interim measure to dewater the RCB, a low flow pump lift station shall be required on the west side of Perris Boulevard to discharge the runoff to the existing storm drain located within Perris Boulevard.

The project is eligible for Riverside County Flood Control and Water Conservation District (RCFCD) Area Drainage Plan (ADP) fee credit for installation of Line E to offset the project's drainage fee obligation only. The developer/property owner has offered to not seek further credit for the construction of Line E beyond its fee obligation.

17. A storm drain easement shall be recorded as part of the map process.

18. The driveway on Perris Boulevard shall be designated to auto access only and shall be restricted to right-in/right-out only. Adequate separation shall be provided between this driveway and the existing driveway to the south as approved by the City Engineer.

19. The driveway on Ramona Expressway shall be designated to auto access only and shall be restricted to right-in/right-out only.

A deceleration lane shall be provided on Ramona Expressway at the driveway; the width and length as determined by the project's Traffic Engineer as approved by the City engineer.

20. The driveway on Indian Avenue shall be designated to truck access only and shall be restricted to right-in/right-out only.

21. The driveways shall be per County of Riverside Standard No. 207A and shall include wet set concrete truncated domes in compliance to ADA standards and requirements.

22. The developer/property owner shall submit the following to the City Engineer and RCFCD for review and approval:

- a. Onsite Precise Grading Plan and Erosion Control Plan. Plans shall show the approved WDID No.
- b. Street and Storm Drain Improvement Plans
- c. Signing and Striping Plans
- d. Hydrology and Hydraulic Report
- e. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
- f. Final WQMP (for reference)

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

23. The developer/property owner shall pay the City \$150,000 for their contribution to I-215/Ramona Expressway Interchange and I-215/Harley Knox Boulevard Interchange and other improvements. This one-time contribution is above and beyond DIF, TUMF, RBBD and other City fees, and is not reimbursable.

Prior to Issuance of Building Permit:

24. The project site is located within the limits of Perris Valley Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan". Acreage for the project site's impervious area shall be provided.

25. Water and Sewer Improvement Plans, per Fire Department and Eastern Municipal Water District (EMWD) standards, shall be submitted to the City Engineer for review and approval.

26. Fire Department and EMWD approvals of the Water Improvement Plans are required prior to City Engineer's approval.

27. Paved access shall be provided to the proposed building per the Precise Grading Plan.

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

Prior to Issuance of Certificate of Occupancy:

29. Ramona Expressway (Expressway - 184'/134') along the property frontage within the dedicated right-of-way shall be improved to provide for a deceleration lane, width and length as determined by the project Traffic Engineer as approved by the City Engineer, asphalt paving (using a TI of 11.0 and PG 70-10), 8 inch curb and gutter and Class I Shared Use Path per the Active Transportation Plan and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.

30. Indian Avenue (Secondary Arterial - 94'/70') along the property frontage within the dedicated right-of-way shall be improved to provide for a 6 foot wide sidewalk and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.

31. The conditions of the existing pavement on Perris Boulevard, Ramona Expressway and Indian Avenue along the property frontage shall be evaluated by the developer/property owner to determine the extent of pavement rehabilitation as approved by City Engineer. If the existing pavement is in good condition, the developer/property owner may use grind and overlay technique as determined by the City Engineer.

32. The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer.

33. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.

Stuart E. McKibbin
Contract City Engineer



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

MEMORANDUM

Date: November 19, 2021
To: Matthew Evans, Project Planner
From: Michael Morales, CIP Manager
By: Chris Baldino, Landscape Inspector *CB*

Subject: DPR 21-00011 – Conditions of Approval

Proposal to construct a 232,637 square foot industrial building on 17.7 acres within the Perris Valley Commerce Center Specific Plan area on Ramona Expressway and Indian Ave.

-
1. **Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
 - **Ramona Expressway** - Provide offer of dedication as needed to provide for full half width Street, (184' ROW (92' halfwidth), curb gutter, median, Class 1 shared use path, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 25' public parkway from face of curb.
 - **Indian Ave** - Provide offer of dedication as needed to provide for full half width Street, (94' ROW (47' halfwidth), curb gutter, median, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 12' public parkway from face of curb.
 - **Perris Boulevard** - Provide offer of dedication as needed to provide for full half width Street, (128' ROW (64' halfwidth), curb gutter, median, sidewalk and off-site landscaping requirements, per City General Plan, including minimum parkway, plus an additional 3' easement totaling a 20' public parkway from face of curb to match the existing development south along Perris Blvd.
 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 "Off-site Landscape Plan for **DPR 21-00011**" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

- a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:
 - **Ramona Expressway** – Per 6.0-13 Streetscape Landscape design guidelines and planting pallet for Expressway and figure 6.0-3 of the PVCCSP for sizing and spacing requirements. Planting will complement the planting pallet west of this project along Ramona Expressway prior to Indian Ave. Primary trees: Platanus acerifolia London plane tree, secondary tree Lagerstroemia Indica Tonto Crape Myrtle, Olea Europaea Majestic Beauty Fruitless olive multi trunk in alternating Groups of three. Use of drought resistant shrubs and ground cover including but not limited to the following: Callistemon Viminalis Dwarf weeping bottle brush, Grevillea Noellii Noel Grevillea, Officinalis rosemarinus Hunting Carpet rosemary, Tulbaghia Violagea Tricolor Society Gralic.
 - **Ramona Expressway median** - The proposed development will benefit from the existing landscape maintenance district facilities, including a raised landscape median on Ramona Expressway which will serve the existing development. Therefore, the project shall annex into a new Landscape District Benefit Zone and pay its fair share of the maintenance of the existing median facilities.
 - **Indian Ave.** – Per 6.0-16 Streetscape Landscape design guidelines and planting pallet for Secondary Arterial and figure 6.0-6 of the PVCCSP for sizing and spacing requirement. Planting will consist of the following: Primary Tree Brachychiton populneua Bottle Tree, secondary tree Lagerstroemia indica Tuscarora Crape Myrtle. Use of drought resistant shrubs and ground cover including but not limited to the following: Lantana camara Patriot Rainbird compact lantana, Lantana New Gold, Rhapsiolepis umbellate Dwarf Yedda Hawthorn, Muhlembergia lindheimeri Lindheimers's Muhly.
 - **Indian Ave. Median** - The proposed development will benefit from the existing landscape maintenance district facilities, including a raised landscape median on Indian Ave which will serve the existing development. Therefore, the project shall annex into a new Landscape District Benefit Zone and pay its fair share of the maintenance of the existing median facilities
 - **Perris Blvd.** – Per 6.0-14 Streetscape Landscape design guidelines and planting pallet for Arterial and figure 6.0-4 of the PVCCSP for sizing and spacing requirement. Planting will consist of the following: Primary Tree Ulmus parvifolia Chinese elm, secondary tree Lagerstroemia indica Tuscarora Crape Myrtle, Olea eropaea Majastic beauty fruitless Olive. Use of drought resistant shrubs and ground cover including but not limited to the following: Grevillea Noell Grevillea, Lantana New Gold, Nandina domestica Woods Dwarf Heavenly Bamboo, Officinalis Rosmarinus Huntington Carpet Rosemary, Tulbaghia Violacea Tricolor Society Garlic, achelosperrum Jasminoides Variegated Star Jasmine.
 - **Perris Blvd. Median** - The proposed development will benefit from the existing landscape maintenance district facilities, including a raised landscape median on Perris Blvd. which will serve the existing development. Therefore, the project shall annex into a new Landscape District Benefit Zone and pay its fair share of the maintenance of the existing median facilities
- b. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or equal on flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens

Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (WeatherTrak ET Pro3 Smart Controller, or equal, with Rain Sensor). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.

- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.
- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.
- g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
- h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all gravel, rock, or cobble areas.
- i. **Wire Mesh and Gravel at Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent

rodent intrusion.

- j. **Concrete Maintenance Band at Medians and Mortar Cobble turn Land** – Provide 12” wide concrete maintenance band (safety edge) around entire median. At turn pockets provide mortared cobble creek bed, round stone sized 6” to 12”.
- k. **Perimeter Walls Graffiti Coating** – Provide anti-graffiti coating at all perimeter walls. Acceptable products shall include Vitrocem Anti-Graffiti Coating or equal.

4. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only “OFF-SITE” landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 657-3280 to schedule inspections.
- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
 - **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
 - **Inspection #3** - Landscaping installed, irrigation system fully operational, and request for “Start of 1 year Maintenance Period” submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.
 - **Turn-Over Inspection**– On or about the one-year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one-year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City’s Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City’s Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.
5. **One Year Maintenance and Plant Establishment Period**–The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one-year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees, and shrubs in a viable growth condition. Prior to the start of the one-year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City’s Special Districts Division. City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.

6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
- a. **Street Lighting-**If Street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Street lights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - b. **Acceptance By Public Works/Special Districts-** Lighting District facilities required by the City Engineer's Office shall be installed and fully operational and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.
7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
- **Storm Drain Screens-**If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe. Connector pipe screens shall the type, style, and durability requirements of the Public Work's Engineering Administration and Special Districts Division.
 - **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
 - **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site

facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.
9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
 - **Consent and Waiver for Maintenance District No. 84-1** - New street lighting proposed by the project, as determined by the City Engineer
 - **Consent and Waiver for Landscape Maintenance District No. 1** – New off-site parkway landscape and shared use path proposed by the project and pay its fair share of the maintenance for the existing medians on Ramona Expressway, Indian Ave, and Perris Blvd.
 - **Petition for Flood Control Maintenance District No. 1** -For Off-site Flood Control Facilities proposed by the project, as determined by the City Engineer.
 - Original notarized document(s) to be sent to:
Daniel Louie
Wildan Financial Services
27368 Via Industria, #200
Temecula, CA 92590
 - a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
 - i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
 - ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.

- iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
- iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
- v. Confirmation by the City Council completes the annexation process, and the condition of approval has been met

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

Planning Case File No(s): DEVELOPMENT PLAN REVIEW #21-00011

Case Planner: Mary Blais 951-943-5003

Applicant: Nick Johnson

Location:

Project: Proposal to construct a 232,637 SF Industrial Building

APN(s):

Reviewed By: David J. Martinez, CBO

Date: 08-18-2022

BUILDING AND SAFETY CONDITIONS

1. Shall comply with the latest adopted State of California 2019 editions of the following codes as applicable:
 - A. 2019 California Building Code
 - B. 2019 California Electrical Code
 - C. 2019 California Mechanical Code
 - D. 2019 California Plumbing Code
 - E. 2019 California Energy Code.
 - F. 2019 California Fire Code
 - G. 2019 California Green Building Standards Code.
2. You will be required to provide proper fire access to the entire site.
3. The proposed development will have to comply with the new EV charging station regulations.
4. You will have to comply with the Title 24 and ADA Access regulations for the complex,
5. The proposed structures will have to have fire sprinklers
6. The proposed structure can not be built across any property lines. The parcels will have to be consolidated prior to the issuance of any building permits.
7. If the proposed development plans are submitted for plan review on or after January 1, 2023 the development will have to comply with the 2022 editions of the California Codes.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

1. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this project:
 - A. Precise grading plans shall be approved
 - B. Rough grading completed
 - C. Compaction certification
 - D. Pad elevation certification
 - E. Rough grade inspection signed off

FIRE CONDITIONS: To Be provided by Dennis Grubb



Dennis Grubb and Associates, LLC

Assisting Cities Build Safe Communities

Fire Department Development Review Comments

April 21, 2022

City of Perris
Attn: Mathew W. Evans
135 N. D Street
Perris, CA 92570-2200

Subject: Development Plan Review for DPR21-00011/SPA21-05193

As requested, a review of the subject property was completed. The following fire conditions shall apply:

1. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.
2. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Perris Municipal Code shall apply at the time the architectural plans are submitted for construction permits.
3. The private underground fire-line system shall be a looped design.
4. The private underground fire-line system shall have indicating sectional valves for every five (5) appurtenances.
5. A minimum of two points of connection to the public water shall be provided for the private fire-line water.
6. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 4,000 GPM for 4 hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.
7. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
8. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
9. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.

10. The Fire Department Connection (FDC) shall be located within 150 feet of a public fire hydrant. The fire hydrant shall be on the same side of the street. A vehicle access roadway/approach shall not be placed between the FDC and fire hydrant.
11. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
12. 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.
13. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.
14. The building shall be provided with an automatic fire sprinkler system in accordance with NFPA 13. Construction plans shall be submitted for review and approval to the City of Perris prior to installation.
15. Prior to building final, the building shall be provided with a Knox Lock key box located no more than seven-feet above the finished surfaced and near the main entrance door.
16. Prior to the issuance of a Certificate of Occupancy the building shall be provided with an emergency radio communication enhancement system. The emergency radio communication enhancement system shall meet the requirements of CFC § 510 and all applicable subsections. The system shall be installed and inspected by the City of Perris Building Department before the Certificate of Occupancy is issued. The requirement can be waived by the Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist license by FCC, who certifies the building meets the emergency communications capability as specified by the California Fire Code § 510. The certification shall be in the form of a written report which outlines the analysis used in determining the building meets the emergency communications without an enhancement system.

Respectfully,



Dennis J. Grubb, CFPE

ATTACHMENT 3

Ordinance Number

(Next In Order)

Adopting Specific Plan Amendment

21-05193

ORDINANCE NUMBER (Next in Order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT 21-05193 TO THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 13.32 ACRES OF A LARGER 14.93-ACRE PROJECT SITE FROM COMMERCIAL (C) TO LIGHT INDUSTRIAL (LI) LOCATED ON THE NORTH SIDE OF RAMONA EXPRESSWAY BETWEEN INDIAN AVENUE AND PERRIS BOULEVARD AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, the applicant, Joe McKay with JM Realty, proposes to amend the Perris Valley Commerce Center Specific Plan (“PVCCSP”) to change the zoning designation of 13.32-acres of a larger 14.93-acre parcel from Commercial (C) to Light Industrial (LI) located at the northeast corner of Indian Avenue and Ramona Expressway (“Project”); and

WHEREAS, Specific Plan Amendment (“SPA”) 21-05193 and Development Plan Review (“DPR”) 21-00011 applications were submitted for consideration of architectural design and site layout and operations for the above-mentioned project (“Project”); and

WHEREAS, the proposed SPA 21-05193, is considered a "project" as defined by the California Environmental Quality Act ("CEQA"); and

WHEREAS, on April 14, 2022, the Riverside County Airport Land Use Commission (ALUC) determined the Project was conditionally consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) based on findings and conditions, which are attached and incorporated into the Planning Conditions of Approval; and

WHEREAS, pursuant to CEQA and State CEQA Guidelines, an Initial Study (“IS”) was prepared for the proposed Project and, based upon thereof, Mitigated Negative Declaration (“MND”) 2373 was prepared for the Project; and

WHEREAS, the City of Perris Municipal Code (Zoning Code, Authority and Review Procedures) authorizes the City to approve, conditionally approve, or deny requests for a Specific Plan Amendment; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on December 7, 2022 regarding SPA 21-05193, DPR 21-00011, and MND 2373; and the Planning Commission recommended that the City Council deny SPA 21-05193, DPR 21-00011, and MND 2373 after considering all oral and written testimony submitted by members

of the public and City staff including without limitation, the materials in the agenda submittal and accompanying documents; and

WHEREAS, on January 31, 2023, the City Council conducted a duly noticed public hearing regarding SPA 21-05193, DPR 21-00011, and MND 2373, at which time all interested persons were given full opportunity to be heard and to present evidence for the City Council’s consideration; and

WHEREAS, by Resolution Number (*next in order*), the City Council adopted Mitigated Negative Declaration 2373 for the proposed SPA 21-05193 and DPR 21-00011; and

WHEREAS, prior to taking action, the City Council has heard, been presented with, and/or reviewed all of the information and data which constitutes the administrative record for the above-mentioned approvals, including without limitation all oral and written evidence presented to the City during all project meetings and public hearings; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS does resolve as follows:

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

Section 2. City Council Resolution No. (*next in order*) found that all requirements of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines and the City’s Local CEQA Guidelines have been satisfied in the Mitigated Negative Declaration No. 2373 as it relates to the Project, which is sufficiently detailed so that all of the significant environmental effects of the Project have been adequately evaluated and mitigated, and adopted Mitigated Negative Declaration No. 2373, which findings are incorporated herein by this reference as if set forth in full.

Section 3. Based upon the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on January 31, 2023, the City Council finds with respect to Specific Plan Amendment 21-05193, that:

1) *The Specific Plan Amendment is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.*

The PVCCSP sets specific goals to achieving the vision established by the Perris General Plan Goal III which states, “Commerce and industry to provide jobs for residents at all economic levels” with Policy III.A adding: “Accommodate diversity in the local economy”. The proposed Light Industrial land use and operation will help to ensure that adequate jobs are

available at all skill levels of employment in the City of Perris. The pay for warehouse jobs ranges from minimum wage to professional wages. Warehouse jobs are available to City of Perris residents at any time, and public transportation is also available. Employees living close to the Project site have the option to bicycle to work; as such, the project has been designed to provide bicycle racks consistent with the California Building Code.

2) *The Specific Plan Amendment provides adequate text and diagrams to adequately address the following issues in detail.*

a. *The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.*

The proposed Specific Plan Amendment is a logical extension of the existing Light Industrial zoning pattern to the north and west, which are developed with similar warehouse facilities. The provision for open space is not applicable to industrial or business park development, and there is no land set aside for parks in the PVCCSP. However, park fees have been adopted for industrial development, and will be collected at issuance of building permits for an industrial project in the PVCCSP to pay for renovation and expansion of parks that, through their attraction of workers, may indirectly contribute to population growth in the city and necessitate additional park construction. Further, the installation a Class I Multipurpose Trail (behind the curb) at the Ramona Expressway intersections per the Perris Bikeway Master Plan. Since the Rider Street Bike Trail runs east to west from Ramona Expressway to East Frontage Road and would be accessible from the Project site to further encourage employee use of this trail, twenty bike racks will to be installed adjacent to the primary office area and main entrances.

b. *The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.*

The Specific Plan contains an Infrastructure Plan for major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities. The Infrastructure Plan identifies necessary improvements for development. Light Industrial is a less intense use than Commercial; thus, the infrastructure plan is designed to accommodate the proposed land use change.

The PVCCSP Amendments will modify Figure 2.0-1 Specific Plan Land Use Designation, and Table 2.0-1, Land Use Comparison to reflect a change in land use designation of 13.32-acres from Commercial to Light Industrial (LI) for the property bound by Indian Avenue to the west and Ramona Expressway to the South.

c. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.

The Specific Plan contains standards and criteria by which development will proceed and standards for the conservation, development, and utilization of natural resources. An IS/MND with a Mitigation, Monitoring and Reporting Program (MMRP) was prepared for the Project and adequately provides for the conservation, development, and utilization of natural resources, as applicable.

d. A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

Development under the proposed land use change will require implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, c and d above.

Section 4. Based on the forgoing, the information contained in the staff report and supporting exhibits and all oral and written presentations and testimony made by City staff and members of the public presented at the public hearing on January 31, 2023, the City Council hereby approves Specific Plan Amendment 21-05193 (attached hereto as Attachment A) changing the land use designation of 13.32 acres of a larger 14.93-acre parcel from Commercial (C) to Light Industrial (LI), located at the northeast corner of Indian Avenue and Ramona Expressway, in the Perris Valley Commerce Center Specific Plan, subject to the Conditions of Approval from the Planning Division, Building & Safety Division, Fire Department, Public Works Department, and Engineering Department (attached hereto as Attachment B).

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

Section 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty days after its final passage.

ADOPTED, SIGNED, and APPROVED this 31st of January 2023.

Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 31st Day of January 2023, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Exhibits:

- A. Perris Valley Commerce Center Specific Plan Amendment
- B. Conditions of Approval (Planning, Engineering, Public Works, Building & Safety, and Fire)

EXHIBIT A

**PERRIS VALLEY COMMERCE
CENTER SPECIFIC PLAN
AMENDMENT**

PROPOSED PVCC SPECIFIC PLAN AMENDMENT

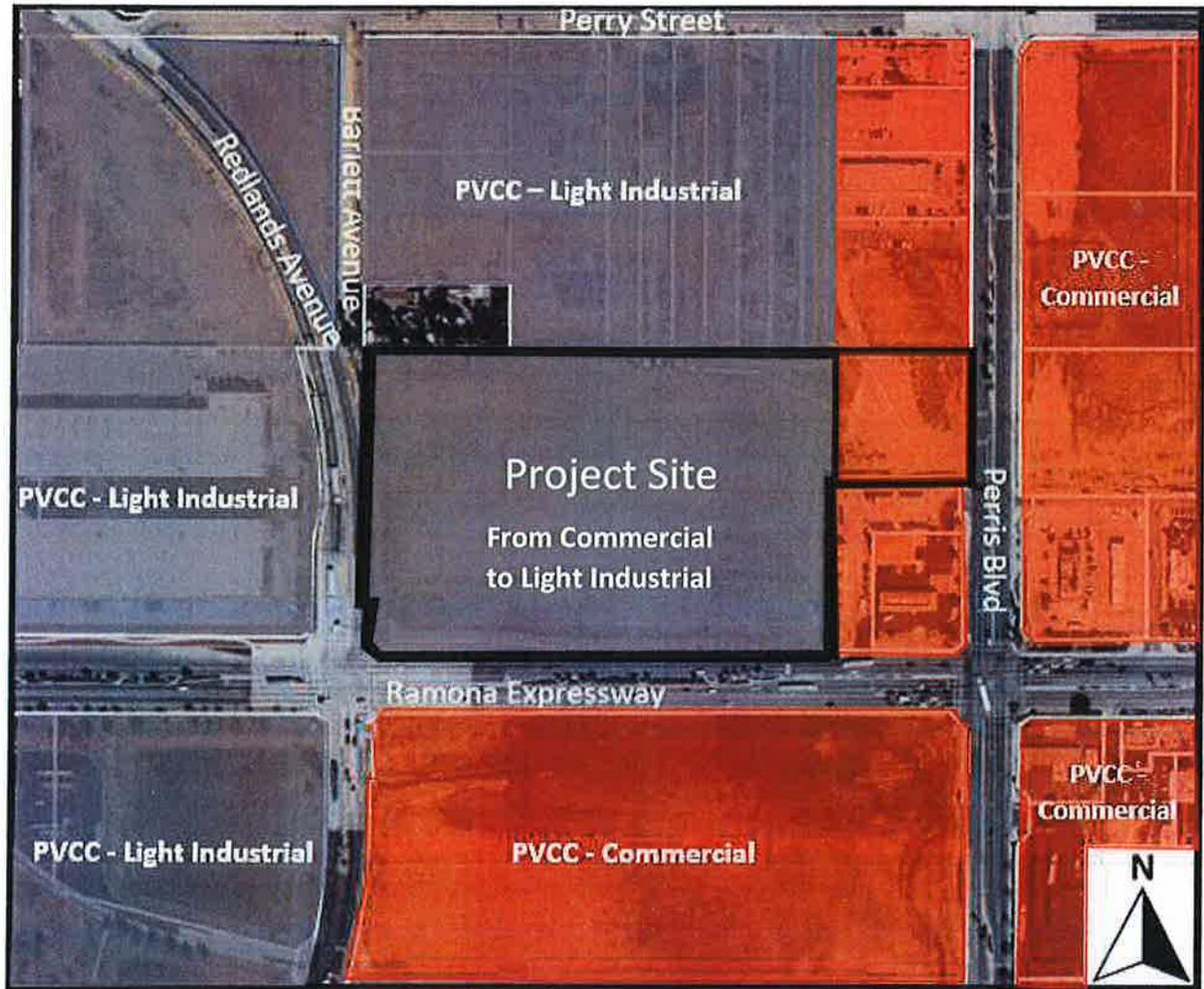


EXHIBIT B

CONDITIONS OF APPROVAL (PLANNING, ENGINEERING, PUBLIC WORKS, BUILDING & SAFETY, AND FIRE)

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

CONDITIONS OF APPROVAL

Specific Plan Amendment (SPA) 21-05193, Tentative Tract Map 22-05078 (TPM-38393) and Development Plan Review (DPR) 21-00011

December 7, 2022

PROJECT: Specific Plan Amendment (SPA) 21-05193, Tentative Parcel Map 22-05078 (TPM-38393) and Development Plan Review (DPR) 21-00011 - A proposal to consider the following entitlements to facilitate the construction of a 232,575-square-foot industrial building and future commercial development on 14.93 acres located on the north side of Ramona Expressway, between Indian Avenue and Perris Boulevard, in the Perris Valley Commerce Center Specific Plan: 1) Amendment to the Perris Valley Commerce Center Specific Plan (PVCCSP) to rezone 13.32-acres of the 14.93-acre project site from Commercial (C) Zone to Light Industrial (LI) Zone; 2) Tentative Parcel Map to subdivide the project site into two parcels; and 3) Development Plan Review for the site plan and building elevations. (APN: 302-060-041). Applicant: Joe McKay, JM Realty.

General Requirements:

1. **Mitigation Monitoring Program.** The project shall at all times comply with all provisions of the Mitigation Monitoring and Reporting Program (MMRP) for the IS/MND 2373.
2. **Development Standards.** The project shall conform to all requirements of the Perris Valley Commerce Center Specific Plan (PVCCSP) and City of Perris Municipal Code Title 19.
3. **Specific Plan Compliance.** The Industrial Warehouse Building shall conform to the Light Industrial (LI) zone standards of the Perris Valley Commerce Center Specific Plan (PVCCSP).
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 **December 7, 2022** Planning Commission hearing, or as amended by these conditions and as approved by the City Council. Any deviation shall require appropriate Planning Division review and approval.
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 six (6) 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. No time extension may be granted for applications received after the expiration date of the map.
3. **Development Plan Review Term of Approval.** The Development Plan Review processed in conjunction with the Tentative Parcel Map shall expire in two years from the City Council

final action for consistency with the time limits of the map. Within two years, the applicant shall demonstrate the beginning of substantial construction as approved, which shall thereafter be diligently pursued to completion or substantial utilization. If this does not occur, a maximum of six (6) one-year extensions may be requested for consistency with the related Tentative Parcel Map. A written request for extension shall be submitted to the Planning Division at least thirty (30) days prior to the initial (and any subsequent extension) expiration of the Development Plan Review.

6. **Val Verde Unified School District.** The proposed subdivision shall adhere to the standard requirements and mitigation fees established by the *Val Verde Unified School District*.
7. **Riverside Transit Agency (RTA).** All future bus stop locations, material, architecture, and colors shall conform to the Green Valley Specific Plan.
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 Specific Plan Amendment (SPA) 21-05193, Tentative Parcel Map 22-05078 (TPM 38393) and Development Plan Review (DPR) 21-00011. 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 and the approved Fire Access Plan. 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. **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).

13. **Public Works Conditions.** The project shall comply with all requirements of the Public Works Administration Department as indicated in the Conditions of Approval dated November 19, 2021.
14. **Engineering Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval dated, revised November 21, 2022.
15. **Community Services Conditions.** The project shall comply with all requirements of the Community Services Department.
16. **Unit Identification.** Each unit 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. **Property Maintenance.** The project shall comply with the Perris Municipal Code Chapter 7.42 regarding Property Maintenance. The site shall be maintained graffiti-free state at all times. Any graffiti located on the site shall be removed within 48 hours.
18. **Utilities.** If applicable, all utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-way) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
19. **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.
20. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
21. **Energy Conservation.** To improve local air quality, the applicant shall comply with the energy-conservation features into the project (as feasible) per the ISMND and Design Guidelines. An accounting of the project's energy conservation measures shall be submitted to the Building Division, prior to application for Building Permits.
22. **Glazing.** Highly-reflective glass shall not be used for architectural elevations.
23. **Roof Parapets.** The height of the roof parapet shall fully screen any roof-mounted equipment. All vent pipes and similar devices shall be painted to match the building.
24. **Downspouts.** Exterior downspouts are not permitted on building elevations facing the public right of way. Interior downspouts are required for these elevations
25. **Vehicle Parking.** Parking for high-occupancy vehicles (HOV) and rideshare vans, Electric

Vehicles and for High-Efficiency Vehicles (HEV) and other fuel-efficient vehicles shall be provided as required by the Mitigation Monitoring and Reporting Plan (MMRP). Design of parking stalls shall comply with PMC 19.69.030C.5b (“double-striping”). All designated parking stalls shall be marked as required.

26. **Employee Amenities.** Outdoor amenities, shall include a landscaped, concrete lunch patio with seating, which provides landscaping and a covered tubular-steel trellis for shade that is architecturally similar in colors and materials to the warehouse building. In addition, a horse-shoe/bocce ball sand pit, and half basketball court shall be provided. Indoor amenities shall include an indoor gaming area.
27. **Preliminary Water Quality Management Plan (Pre-WQMP for all Tract Maps).** A Preliminary WQMP was prepared for the proposed project site. All Pre-WQMPs were determined to be in substantial compliance, in concept, with the Riverside County 2012 WQMP Manual requirements. The following two conditions apply:
 - a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
 - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the bio-retention basins and self-retaining landscape. The Public Works Department shall review and approve the final WQMP text, plans and details.
28. **Riverside County Airport Land Use Commission.** The following conditions shall be satisfied in accordance with the Airport Land Use Commission (ALUC) Development Review case file ZAP1471MA21:
 - a. Any new outdoor lighting that is installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
 - b. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
 - (i) Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight or circling climb following takeoff or toward an aircraft engaged in a straight or circling final approach toward a landing at an airport, other than a DoD or 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 or circling climb following takeoff or towards an aircraft

- engaged in a straight or circling final approach towards a landing at an airport.
- (iii) Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, wastewater management facilities, artificial marshes, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.)
 - (iv) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - (v) Children's schools, day care centers, libraries, hospitals, skilled nursing and care facilities, congregate care facilities, hotels/motels, places of assembly (including, but not limited to places of worship and theaters), buildings with more than 2 aboveground habitable floors, hazardous materials and critical community infrastructure facilities.
 - (vi) Highly noise-sensitive outdoor non-residential uses. Examples of noise-sensitive outdoor nonresidential uses that are prohibited include, but are not limited to, major spectator-oriented sports stadiums, amphitheaters, concert halls, and drive-in theaters.
 - (vii) Any other uses not permitted in Accident Potential Zone II pursuant to DoDI 4165.57 Appendix 2, Table 1.
 - (viii) Other hazards to flight.
- c. Prior to issuance of any building permits, the landowner shall convey and have recorded an avigation easement to the March Inland Port Airport Authority or its successor in interested, or provide evidence that such easement has previously conveyed. The Airport Authority may waive this requirement in the event that the Authority determines that pre-existing avigation easements dedicated to the United States of America are sufficient to address its needs. Contact the March Joint Powers Authority at (951) 656- 7000 for additional information.
 - d. The attached notice shall be given to all prospective purchasers and/or tenants of the property.
 - e. The project has been conditioned to utilize underground detention systems, which shall not contain surface water or attract wildlife. Any other proposed basin would require review and approval by the ALUC. Any new detention basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the detention basins that would provide food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced

so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at RCALUC.ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

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

- f. Noise attenuation measures shall be incorporated into the design of the office areas of the structure, to the extent such measures are necessary to ensure that interior noise levels from aircraft operations are at or below 45 CNEL.
- g. This project has been evaluated for 221,935 square feet of e-commerce warehouse area, 5,209 square feet of first floor office area, and 4,791 square feet of second floor office mezzanine area. Any increase in building area, change in use to any higher intensity use, change in building location, or modification of the tentative parcel map lot lines and areas will require an amended review to evaluate consistency with the ALUCP compatibility criteria, at the discretion of the ALUC Director.
- h. Zoned fire sprinkler systems shall be required throughout the building.
- i. 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 wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.
- j. The project does not propose rooftop solar panels at this time. However, if the project were to propose solar rooftop panels in the future, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and this study shall be reviewed by the Airport Land Use Commission and March Air Reserve Base.
- k. The applicant has agreed to accept a Covenant which will be recorded on the title of the property restricting the actual occupancy of the buildings to the limits of the Air Force Instruction. The project shall be in compliance with the recorded and executed Covenant, which limits building occupancy to a maximum of 25 people in any given acre in APZ-I, and 50 people in any given acre in APZ-II. The Covenant shall include the following

language:

“Covenanter has agreed to comply with the Density Restrictions and a Density Cap (both terms are defined below), by limiting occupancy of the Project to (i) one hundred thirty-nine (139) occupants (“Density Cap”) [THE DENSITY CAP WILL DECREASE IF THE SQUARE FOOTAGE OF THE BUILDING DECREASES.]; (ii) twenty-five (25) occupants in any square area measuring 208 feet by 208 feet (“Square Area”) for all Square Areas within portions of the building of the Project within APZ I, and (iii) fifty (50) occupants in any Square Area within portions of the building of the Project within APZ II. Requirement (ii) and (iii) are collectively the “Density Restrictions”, and are depicted in Exhibit B, attached hereto and incorporated herein by reference. Accordingly, any building expansion is prohibited, including an increase in building area, without further review by the City and MARB representatives, and consent and approval provided through an amendment to this covenant.”

Compliance shall be verified by City or third-party inspections and reports on a schedule agreed upon by the applicant/project operator, the City, and MARB representatives.

TPM 38393 - FINAL MAP RECORDATION

29. **Application.** The Final Map application shall be submitted to the City Engineering Department with payment of appropriate fees for review and approval concurrently with the application to the City Engineer. The Final Map application shall include all necessary road dedications, appropriate easements and street vacations.
30. **Map Recordation.** Prior to recordation of the Final Map, the developer shall obtain the following clearances, approvals or actions:
 - a. Verification from the Planning Division that all pertinent conditions of approval have been met, as mandated by the Perris Municipal Code.
 - b. The landowner shall convey an avigation easement to the March Inland Port Airport Authority. Contact the March Joint Powers Authority at (951) 656-7000.
 - c. Any other required approval from an outside agency.

Prior to Issuance of Grading Permits

31. **Precise Grading Plans.** Precise grading plans shall be submitted to the City Engineer for review and approval. Grading plans shall be consistent with approved development plans.
32. **Traffic Control Plan.** A Traffic Control Plan shall be submitted for approval to the City Engineer.
33. **Southern California Edison.** Prior to issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner to complete the required forms prior to commencement of construction.

34. **Final Water Quality Management Plan (F-WQMP for all Tract Maps).** The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the bio-retention basin, detention basin, self-retaining landscaping, and roof drains to vegetation. The Public Works Department shall review and approve the final WQMP text, plans and details.
35. **Mitigation Measures for Prior to Grading and during Grading.** Prior to grading permit issuance, the applicant is required to adhere to the Mitigation Monitoring and Reporting Program (MMRP) mitigation measures prior to grading and during grading.

Prior to Issuance of Building Permits

36. **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.
37. **Final Parcel Map Submittal.** Prior to the issuance of the first building permit, Tentative Parcel Map 38398 shall be submitted for Final Map approval to the City Engineering Department and be recorded with the County of Riverside, with proof of recording provided to the City Planning Division and Engineering Division. The Final Map shall conform substantially to the approved Tentative Map.
38. **March Air Reserve Base and Perris Valley Airport.** Prior to building permit issuance, in accordance with conditions of approval by the Airport Land Use Commission (ALUC) letter dated April 14, 2022 (Attached), the eleven (11) conditions of approval enumerated in the conditional approval letter shall be implemented to address the project's location within Airport Influence Area.
39. **Landscaping Plans.** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division for approval accompanied by the appropriate filing fee. The plans shall be prepared by a California-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 following treatments, consistent with the conceptual landscape plan or as conditioned herein, are required:
- a. **Water Quality Basins and Large Swales.** Tiered landscaping with mature trees (24" to 36" box) shall be planted in these areas, including berms.
 - b. **Accent Landscaping.** Large trees (24" to 36" box) shall be included in the landscape design at all driveway entrances to the project site

- c. **Passenger Vehicle Parking Areas.** A minimum of 30% of trees shall be 36-inch box or larger in passenger vehicle parking areas. Also, a minimum of one 24-inch box tree per 6 parking stalls shall be provided.
 - d. **Street Trees.** All street trees within the public right of way on Perris Blvd., Indian Avenue and Ramona Expressway be 24-inch box size or larger, and planted a maximum of 30 feet on center within the parkway.
 - e. **Employee Amenity Areas.** Outdoor employee break areas shall be landscaped to include shade trees and shade structures architecturally similar in colors and materials to the warehouse building.
 - f. **Enhanced Pavement.** Decorative pavement treatments (accent colors, textures, and patterns) should be used for driveway entrances and pedestrian pathways.
 - g. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation.
 - h. **Water Conservation.** Rain sensing override devices and soil moisture sensors shall be required on all irrigation systems. Landscaping shall comply with Zoning Code Chapter 19.70 (www.cityofperris.org) for mandated water conservation.
 - i. **Maintenance.** All landscaping shall be maintained in a viable growth condition.
 - j. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after installation of all landscaping and irrigation system is completely operational. Before calling for a final inspection, the City's "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project, and submitted to the project planner. The project planner shall sign off the "Certificate of Compliance" to signify code compliance and acceptance.
40. **Screen Walls and Fencing.** Decorative screen walls shall screen views into truck courts from the public right of way (Indian Avenue, Ramona Expressway, Perris Boulevard and Perry Avenue) and adjacent uses. Plans and details for the screen 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 Screen Walls.** Decorative screen walls shall be 14 feet in height with pilasters at every 100 linear feet and include a decorative cap, subject to the review and approval of the Planning Division.
 - b. **Gates.** All tubular steel gates in public view shall be a minimum of eight feet in height, and be screened by a high quality view-obscuring material, subject to Planning review and approval.
 - c. **Perimeter Wrought Iron Fence.** Black, eight (8) foot high tubular steel fence with capped decorative pilasters at regular intervals shall be utilized for perimeter fencing in areas where screen walls or existing walls and fencing are not provided.
 - d. **Graffiti.** All decorative block/tilt-up screen walls shall be treated with a graffiti-resistant coat.
 - e. **Knox boxes** are required for all gates and shall be approved by the Fire Marshal and issued by the Building Division.
41. **Building Plan Requirements.** The following shall be shown on the building plan check set for Planning staff review and approval:
- a. **Charging Stations.** The applicant shall install two Electric Vehicle charging stations

for light-duty vehicles, and the station locations and specifications shall be included on the building plans.

- b. **Parking stalls** for passenger vehicles shall be striped in accordance with Chapter 19.69.030C.5b of the Zoning Code (double striping).
42. **Site Lighting Plan.** A site lighting plan shall be approved that complies with the City's Outdoor Lighting Regulations and Mount Palomar Observatory's Dark Sky Ordinance. 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. At least one foot-candle of light shall be provided in all parking lot and pedestrian areas for safety and security.
 43. **Construction Plans.** All Planning Division and Engineering Department Conditions of Approval, proposed employee amenities, and the Mitigation Monitoring Plan shall be reproduced in full on construction drawings and grading plans, immediately following the cover sheet of such plans. Each Condition shall be annotated on the construction plans for ease of reference (i.e., sheet and detail numbers).
 44. **Fees.** The developer shall pay the following fees prior to the issuance of building permits:
 - 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 Road and Bridge Benefit District fees.
 - f. Perris Master Drainage Plan Fees
 45. **City 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:
 1. Landscape Maintenance District No. 1;
 2. Flood Control Maintenance District No. 1;
 3. Maintenance District No. 84-1; and
 4. North Perris Road and Bridge Benefit District

PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS:

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.
47. **Multipurpose Trail.** Installation of a Class I Multipurpose Trail (behind the curb) at the

Ramona Expressway intersections per the Perris Bikeway Master Plan subject to the approval of the Planning Division and the City Engineer's office.

48. **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.
49. **Off-site Landscaping Plans.** Similar to onsite landscape submittal, three copies of conceptual Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division accompanied by the appropriate filing fee. These plans will be forwarded to Public Works Administration for review and approval. The landscape plans shall be prepared by a California-registered landscape architect and conform to the requirements of Chapter 19.70 of the Zoning Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "LMD Conceptual Off-site Landscape Plan 17-00002" and exclude private on-site landscaping, unless intended to be included in landscape easement and annexation. The Conceptual 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 and fully dimensioned, to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area, or if no such guidelines exist, the design intent of neighboring development as determined by the Engineering Administration and Special Districts Division.
 - 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, an ET based controller with weather station (Hunter or equal), Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal) (if one is not already in place).
 - 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** – If landscape system will be separate from on-site meter water and power, provide new water meter and electrical service. If system is separate, system and accounts to be turned over to landscape district, and district will assume costs for water and power. Each district is required to be metered separately. Show locations of water and electrical meter for landscape district.

End of conditions



CITY OF PERRIS

STUART E. MCKIBBIN, CONTRACT CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1480
November 21, 2022
DPR 21-00011 - TPM 38393
NE Corner of Ramona Expy. & Indian Ave.
APN 302-060-041
MB 017/032

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 dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and that their omission may require resubmittal for further consideration. These Ordinances and the following conditions are essential parts and requirements 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 conditions shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

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

General Conditions:

1. The project grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.

3. Site circulation shall be such that auto and truck access, circulation and parking are distinct and separate.

4. Truck access to the site shall be limited to Indian Avenue only. Truck ingress/entrance shall be from I-215/Placentia Avenue Interchange to Indian Avenue, and right-in into the site. Truck egress/exit from the site shall be right-out from Indian Avenue, to Harley Knox Boulevard and to I-215/Harley Knox Boulevard Interchange.

Truck access to and from Ramona Expressway and Perris Boulevard is prohibited.

Prior to Recordation of the Parcel Map:

5. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.

6. The developer/property owner shall submit the following to the City Engineer and Riverside County Flood Control and Water Conservation District (RCFCD) for review and approval:

- a. Onsite Precise Grading Plan and Erosion Control Plan. Plans shall show the approved WDID No.
- b. Street and Storm Drain Improvement Plans
- c. Signing and Striping Plans
- d. Water and Sewer Improvement Plans
- e. Hydrology and Hydraulic Report
- f. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
- g. Final WQMP (for reference)

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

7. Perris Boulevard is classified as a Primary Arterial (128'/94') per the General Plan. Adequate right-of-way shall be dedicated on Perris Boulevard along the property frontage to accommodate a 64 foot half width dedicated right-of-way plus adequate right-of-way/easement to accommodate the parkway as approved by the Public Works Department.

8. Ramona Expressway is classified as an Expressway (184'/134') per the General Plan. Adequate right-of-way shall be dedicated on Ramona Expressway along the property frontage to accommodate a 92 foot half width dedicated right-of-way plus adequate right-of-way/easement to accommodate the deceleration and acceleration lanes and the parkway as approved by the Public Works Department.

9. Indian Avenue is classified as a Secondary Arterial (94'/70') per the General Plan. Adequate right-of-way shall be dedicated on Ramona Expressway along the property frontage to accommodate a 47 foot half width dedicated right-of-way.

10. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.

11. All easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies and shall continue in force until the City or the appropriate agency accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the City Engineer.

12. Relinquish and waive rights of access to and from Perris Boulevard, Ramona Expressway and Indian Avenue on the Map other than the access opening as shown on the site plan.

13. The developer/property owner shall make a good faith effort to acquire required offsite property interests, and if he or she should fail to do so, the developer/property owner shall, prior to submittal of the Final Map for recordation, enter into an agreement to complete the improvements. The agreement shall provide for payment by the developer/property owner of all costs incurred by the City to acquire the offsite property interests required in connection with the subdivision. Security of a portion of these costs shall be in the form of a cash deposit in the amount given in an appraisal report obtained by the developer/property owner (at developer/property owner cost). The appraiser shall be approved by the City prior to commencement of the appraisal.

14. The following statement shall be added to the Map:

"Notice of drainage fees" Notice is hereby given that this property is located in the Perris Valley Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483, et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the building permit for the map, and that the property owner

prior to issuance of the building permit, shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

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

Prior to Issuance of Grading Permit:

16. The developer/property owner shall adhere to the following design criteria for construction of Line E of the Perris Valley Master Drainage Plan facility: an underground Reinforced Concrete Box (RCB) to collect runoff discharged from the existing drainage facility to the west and convey the flows through the property to Perris Boulevard. As an interim measure to dewater the RCB, a low flow pump lift station shall be required on the west side of Perris Boulevard to discharge the runoff to the existing storm drain located within Perris Boulevard.

The project is eligible for Riverside County Flood Control and Water Conservation District (RCFCD) Area Drainage Plan (ADP) fee credit for installation of Line E to offset the project's drainage fee obligation only. The developer/property owner has offered to not seek further credit for the construction of Line E beyond its fee obligation.

17. A storm drain easement shall be recorded as part of the map process.

18. The driveway on Perris Boulevard shall be designated to auto access only and shall be restricted to right-in/right-out only. Adequate separation shall be provided between this driveway and the existing driveway to the south as approved by the City Engineer.

19. The driveway on Ramona Expressway shall be designated to auto access only and shall be restricted to right-in/right-out only.

A deceleration lane shall be provided on Ramona Expressway at the driveway; the width and length as determined by the project's Traffic Engineer as approved by the City engineer.

20. The driveway on Indian Avenue shall be designated to truck access only and shall be restricted to right-in/right-out only.

21. The driveways shall be per County of Riverside Standard No. 207A and shall include wet set concrete truncated domes in compliance to ADA standards and requirements.

22. The developer/property owner shall submit the following to the City Engineer and RCFCD for review and approval:

- a. Onsite Precise Grading Plan and Erosion Control Plan. Plans shall show the approved WDID No.
- b. Street and Storm Drain Improvement Plans
- c. Signing and Striping Plans
- d. Hydrology and Hydraulic Report
- e. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
- f. Final WQMP (for reference)

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

23. The developer/property owner shall pay the City \$150,000 for their contribution to I-215/Ramona Expressway Interchange and I-215/Harley Knox Boulevard Interchange and other improvements. This one-time contribution is above and beyond DIF, TUMF, RBBD and other City fees, and is not reimbursable.

Prior to Issuance of Building Permit:

24. The project site is located within the limits of Perris Valley Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan". Acreage for the project site's impervious area shall be provided.

25. Water and Sewer Improvement Plans, per Fire Department and Eastern Municipal Water District (EMWD) standards, shall be submitted to the City Engineer for review and approval.

26. Fire Department and EMWD approvals of the Water Improvement Plans are required prior to City Engineer's approval.

27. Paved access shall be provided to the proposed building per the Precise Grading Plan.

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

Prior to Issuance of Certificate of Occupancy:

29. Ramona Expressway (Expressway - 184'/134') along the property frontage within the dedicated right-of-way shall be improved to provide for a deceleration lane, width and length as determined by the project Traffic Engineer as approved by the City Engineer, asphalt paving (using a TI of 11.0 and PG 70-10), 8 inch curb and gutter and Class I Shared Use Path per the Active Transportation Plan and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.

30. Indian Avenue (Secondary Arterial - 94'/70') along the property frontage within the dedicated right-of-way shall be improved to provide for a 6 foot wide sidewalk and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.

31. The conditions of the existing pavement on Perris Boulevard, Ramona Expressway and Indian Avenue along the property frontage shall be evaluated by the developer/property owner to determine the extent of pavement rehabilitation as approved by City Engineer. If the existing pavement is in good condition, the developer/property owner may use grind and overlay technique as determined by the City Engineer.

32. The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer.

33. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.

Stuart E. McKibbin
Contract City Engineer



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

MEMORANDUM

Date: November 19, 2021

To: Matthew Evans, Project Planner

From: Michael Morales, CIP Manager

By: Chris Baldino, Landscape Inspector *CB*

Subject: **DPR 21-00011 – Conditions of Approval**

Proposal to construct a 232,637 square foot industrial building on 17.7 acres within the Perris Valley Commerce Center Specific Plan area on Ramona Expressway and Indian Ave.

-
1. **Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
 - **Ramona Expressway** - Provide offer of dedication as needed to provide for full half width Street, (184' ROW (92' halfwidth), curb gutter, median, Class 1 shared use path, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 25' public parkway from face of curb.
 - **Indian Ave** - Provide offer of dedication as needed to provide for full half width Street, (94' ROW (47' halfwidth), curb gutter, median, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 12' public parkway from face of curb.
 - **Perris Boulevard** - Provide offer of dedication as needed to provide for full half width Street, (128' ROW (64' halfwidth), curb gutter, median, sidewalk and off-site landscaping requirements, per City General Plan, including minimum parkway, plus an additional 3' easement totaling a 20' public parkway from face of curb to match the existing development south along Perris Blvd.
 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 "Off-site Landscape Plan for **DPR 21-00011**" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

- a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:
 - **Ramona Expressway** – Per 6.0-13 Streetscape Landscape design guidelines and planting pallet for Expressway and figure 6.0-3 of the PVCCSP for sizing and spacing requirements. Planting will complement the planting pallet west of this project along Ramona Expressway prior to Indian Ave. Primary trees: Platanus acerifolia London plane tree, secondary tree Lagerstroemia Indica Tonto Crape Myrtle, Olea Europaea Majestic Beauty Fruitless olive multi trunk in alternating Groups of three. Use of drought resistant shrubs and ground cover including but not limited to the following: Callistemon Viminalis Dwarf weeping bottle brush, Grevillea Noellii Noel Grevillea, Officinalis rosemarinus Hunting Carpet rosemary, Tulbaghia Violagea Tricolor Society Gralic.
 - **Ramona Expressway median** - The proposed development will benefit from the existing landscape maintenance district facilities, including a raised landscape median on Ramona Expressway which will serve the existing development. Therefore, the project shall annex into a new Landscape District Benefit Zone and pay its fair share of the maintenance of the existing median facilities.
 - **Indian Ave.** – Per 6.0-16 Streetscape Landscape design guidelines and planting pallet for Secondary Arterial and figure 6.0-6 of the PVCCSP for sizing and spacing requirement. Planting will consist of the following: Primary Tree Brachychiton populneua Bottle Tree, secondary tree Lagerstroemia indica Tuscarora Crape Myrtle. Use of drought resistant shrubs and ground cover including but not limited to the following: Lantana camara Patriot Rainbird compact lantana, Lantana New Gold, Rhabdiopsis umbellate Dwarf Yedda Hawthorn, Muhlenbergia lindheimeri Lindheimers's Muhly.
 - **Indian Ave. Median** - The proposed development will benefit from the existing landscape maintenance district facilities, including a raised landscape median on Indian Ave which will serve the existing development. Therefore, the project shall annex into a new Landscape District Benefit Zone and pay its fair share of the maintenance of the existing median facilities
 - **Perris Blvd.** – Per 6.0-14 Streetscape Landscape design guidelines and planting pallet for Arterial and figure 6.0-4 of the PVCCSP for sizing and spacing requirement. Planting will consist of the following: Primary Tree Ulmus parvifolia Chinese elm, secondary tree Lagerstroemia indica Tuscarora Crape Myrtle, Olea eropaea Majastic beauty fruitless Olive. Use of drought resistant shrubs and ground cover including but not limited to the following: Grevillea Noell Grevillea, Lantana New Gold, Nandina domestica Woods Dwarf Heavenly Bamboo, Officinalis Rosmarinus Huntington Carpet Rosemary, Tulbaghia Violacea Tricolor Society Garlic, achelosperrum Jasminoides Variegated Star Jasmine.
 - **Perris Blvd. Median** - The proposed development will benefit from the existing landscape maintenance district facilities, including a raised landscape median on Perris Blvd. which will serve the existing development. Therefore, the project shall annex into a new Landscape District Benefit Zone and pay its fair share of the maintenance of the existing median facilities
- b. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or equal on flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens

Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (WeatherTrak ET Pro3 Smart Controller, or equal, with Rain Sensor). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.

- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.
- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.
- g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
- h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all gravel, rock, or cobble areas.
- i. **Wire Mesh and Gravel at Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent

6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
- a. **Street Lighting-**If Street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Street lights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - b. **Acceptance By Public Works/Special Districts-** Lighting District facilities required by the City Engineer's Office shall be installed and fully operational and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.
7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
- **Storm Drain Screens-**If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe. Connector pipe screens shall the type, style, and durability requirements of the Public Work's Engineering Administration and Special Districts Division.
 - **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
 - **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site

facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.

9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
 - **Consent and Waiver for Maintenance District No. 84-1** - New street lighting proposed by the project, as determined by the City Engineer
 - **Consent and Waiver for Landscape Maintenance District No. 1** – New off-site parkway landscape and shared use path proposed by the project and pay its fair share of the maintenance for the existing medians on Ramona Expressway, Indian Ave, and Perris Blvd.
 - **Petition for Flood Control Maintenance District No. 1** -For Off-site Flood Control Facilities proposed by the project, as determined by the City Engineer.
 - Original notarized document(s) to be sent to:
Daniel Louie
Wildan Financial Services
27368 Via Industria, #200
Temecula, CA 92590
 - a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
 - i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
 - ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.

- iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
- iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
- v. Confirmation by the City Council completes the annexation process, and the condition of approval has been met

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

Planning Case File No(s): DEVELOPMENT PLAN REVIEW #21-00011

Case Planner: Mary Blais 951-943-5003

Applicant: Nick Johnson

Location:

Project: Proposal to construct a 232,637 SF Industrial Building

APN(s):

Reviewed By: David J. Martinez, CBO

Date: 08-18-2022

BUILDING AND SAFETY CONDITIONS

1. Shall comply with the latest adopted State of California 2019 editions of the following codes as applicable:
 - A. 2019 California Building Code
 - B. 2019 California Electrical Code
 - C. 2019 California Mechanical Code
 - D. 2019 California Plumbing Code
 - E. 2019 California Energy Code.
 - F. 2019 California Fire Code
 - G. 2019 California Green Building Standards Code.
2. You will be required to provide proper fire access to the entire site.
3. The proposed development will have to comply with the new EV charging station regulations.
4. You will have to comply with the Title 24 and ADA Access regulations for the complex,
5. The proposed structures will have to have fire sprinklers
6. The proposed structure can not be built across any property lines. The parcels will have to be consolidated prior to the issuance of any building permits.
7. If the proposed development plans are submitted for plan review on or after January 1, 2023 the development will have to comply with the 2022 editions of the California Codes.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

1. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this project:
 - A. Precise grading plans shall be approved
 - B. Rough grading completed
 - C. Compaction certification
 - D. Pad elevation certification
 - E. Rough grade inspection signed off

FIRE CONDITIONS: To Be provided by Dennis Grubb



Dennis Grubb and Associates, LLC

Assisting Cities Build Safe Communities

Fire Department Development Review Comments

April 21, 2022

City of Perris
Attn: Mathew W. Evans
135 N. D Street
Perris, CA 92570-2200

Subject: Development Plan Review for DPR21-00011/SPA21-05193

As requested, a review of the subject property was completed. The following fire conditions shall apply:

1. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.
2. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Perris Municipal Code shall apply at the time the architectural plans are submitted for construction permits.
3. The private underground fire-line system shall be a looped design.
4. The private underground fire-line system shall have indicating sectional valves for every five (5) appurtenances.
5. A minimum of two points of connection to the public water shall be provided for the private fire-line water.
6. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 4,000 GPM for 4 hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.
7. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
8. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
9. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.

10. The Fire Department Connection (FDC) shall be located within 150 feet of a public fire hydrant. The fire hydrant shall be on the same side of the street. A vehicle access roadway/approach shall not be placed between the FDC and fire hydrant.
11. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
12. 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.
13. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.
14. The building shall be provided with an automatic fire sprinkler system in accordance with NFPA 13. Construction plans shall be submitted for review and approval to the City of Perris prior to installation.
15. Prior to building final, the building shall be provided with a Knox Lock key box located no more than seven-feet above the finished surfaced and near the main entrance door.
16. Prior to the issuance of a Certificate of Occupancy the building shall be provided with an emergency radio communication enhancement system. The emergency radio communication enhancement system shall meet the requirements of CFC § 510 and all applicable subsections. The system shall be installed and inspected by the City of Perris Building Department before the Certificate of Occupancy is issued. The requirement can be waived by the Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist license by FCC, who certifies the building meets the emergency communications capability as specified by the California Fire Code § 510. The certification shall be in the form of a written report which outlines the analysis used in determining the building meets the emergency communications without an enhancement system.

Respectfully,



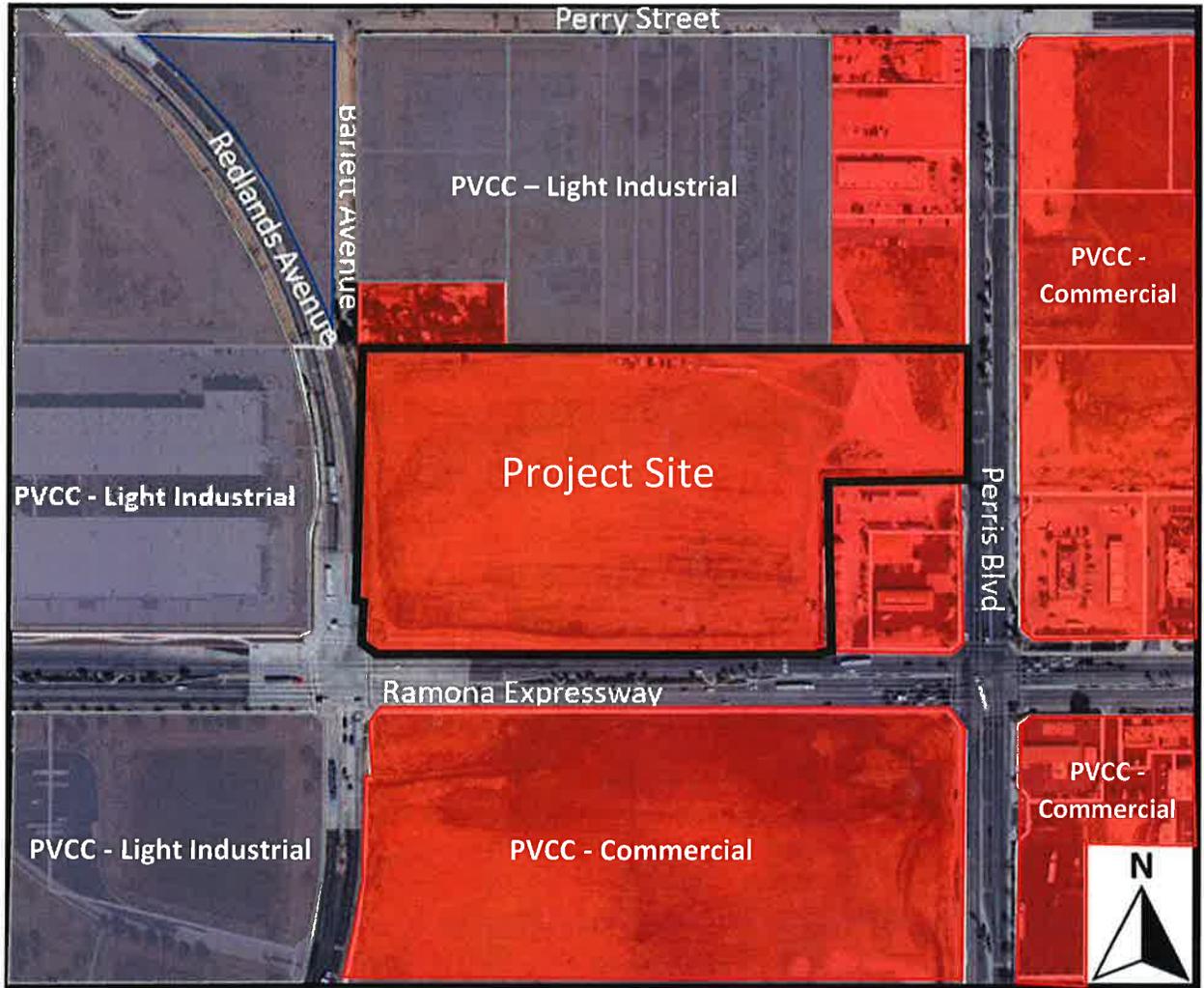
Dennis J. Grubb, CFPE

ATTACHMENT 4

Vicinity/Aerial Map



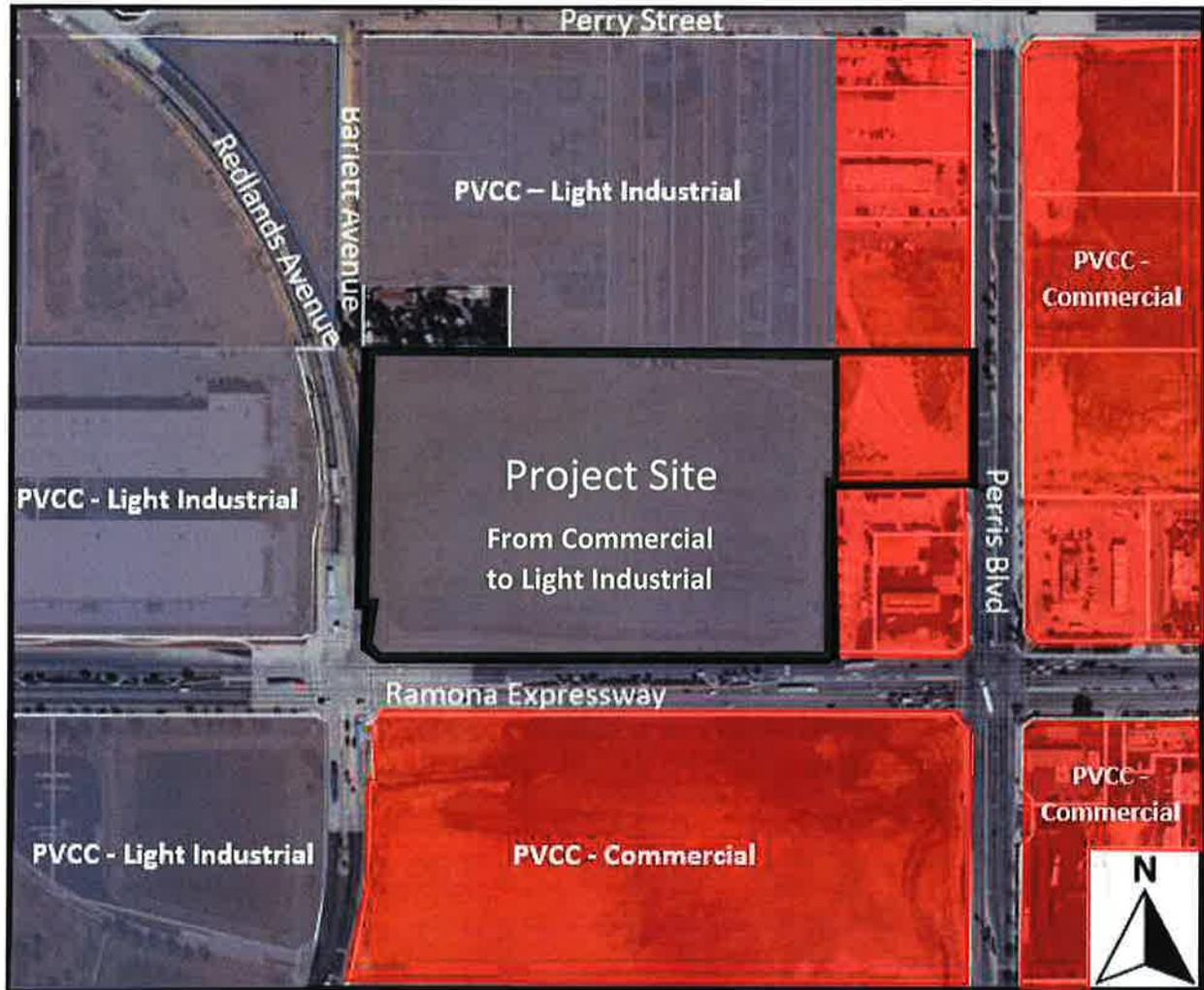
EXISTING PVCC SPECIFIC PLAN



ATTACHMENT 5

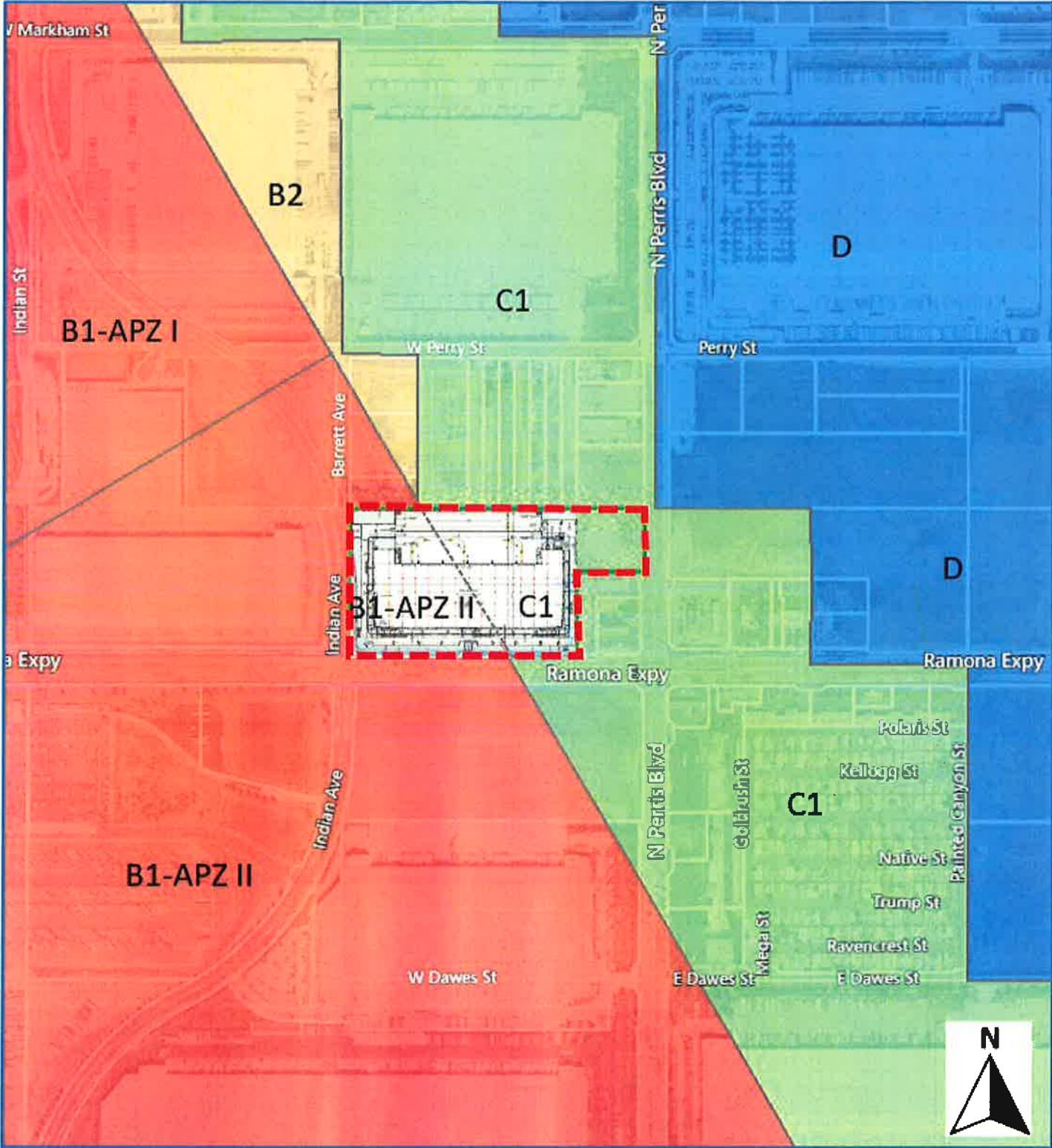
Existing and Proposed Specific Plan Maps

PROPOSED PVCC SPECIFIC PLAN AMENDMENT



ATTACHMENT 6

MARB Zone Map



ATTACHMENT 7

Tentative Parcel Map No. 38393

ATTACHMENT 8

Project Plans

**(Site Plan, Floor Plan, Building Elevations,
Fence/Wall Plan, and Conceptual Landscape
Plan)**



INDIAN AVENUE RENDERING

RGGA

Office of Architectural Design

15231 Altam Parkway, Suite 1100
Irvine, CA 92618
T 949-341-4990
F 949-341-0922



Office of Architectural Design
 15231 Alton Parkway, Suite 100
 Irvine, CA 92618
 T: 949-341-0930
 F: 949-341-0922

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1. Plans shall be submitted to the City of Peeris for review and approval. The City of Peeris will review and approve the notices on the same date as the public hearing. THE REQUEST FOR ACCESS & WATER MAINS.
2. Plans shall be submitted to the City of Peeris for review and approval. The City of Peeris will review and approve the notices on the same date as the public hearing. THE REQUEST FOR ACCESS & WATER MAINS.
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16. Plans shall be submitted to the City of Peeris for review and approval. The City of Peeris will review and approve the notices on the same date as the public hearing. THE REQUEST FOR ACCESS & WATER MAINS.
17. Approved access velocity shall be provided for all required curbs and all access velocity.

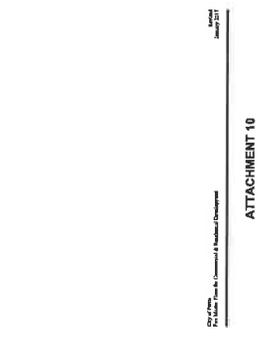
GENERAL REQUIREMENTS

1. Fire lane width and the minimum turning radius of fire trucks to be shown on the site plan shall be in accordance with the California Vehicle Code, Section 21500, and the California Fire Code, Section 101.01.01. The minimum turning radius shall be 20 feet.
2. Fire lane width shall be a minimum of 12 feet, and the minimum turning radius shall be 20 feet.
3. Fire lane width shall be a minimum of 12 feet, and the minimum turning radius shall be 20 feet.
4. Fire lane width shall be a minimum of 12 feet, and the minimum turning radius shall be 20 feet.
5. Fire lane width shall be a minimum of 12 feet, and the minimum turning radius shall be 20 feet.
6. Fire lane width shall be a minimum of 12 feet, and the minimum turning radius shall be 20 feet.
7. Fire lane width shall be a minimum of 12 feet, and the minimum turning radius shall be 20 feet.
8. Fire lane width shall be a minimum of 12 feet, and the minimum turning radius shall be 20 feet.
9. Fire lane width shall be a minimum of 12 feet, and the minimum turning radius shall be 20 feet.
10. Fire lane width shall be a minimum of 12 feet, and the minimum turning radius shall be 20 feet.
11. Fire lane width shall be a minimum of 12 feet, and the minimum turning radius shall be 20 feet.
12. Fire lane width shall be a minimum of 12 feet, and the minimum turning radius shall be 20 feet.
13. Fire lane width shall be a minimum of 12 feet, and the minimum turning radius shall be 20 feet.
14. Fire lane width shall be a minimum of 12 feet, and the minimum turning radius shall be 20 feet.
15. Fire lane width shall be a minimum of 12 feet, and the minimum turning radius shall be 20 feet.
16. Fire lane width shall be a minimum of 12 feet, and the minimum turning radius shall be 20 feet.
17. Approved access velocity shall be provided for all required curbs and all access velocity.



ATTACHMENT 9
Fire Lane Identification - Red Curbs

1. Fire lane entrance signs shall be provided per Attachment 10 or 11.
2. Curbs and the painted curb area shall be provided per Attachment 10 or 11.
3. Curbs shall be a minimum of 24" and shall be painted red with a minimum of 12" of red paint on the top of curb in 3" wide finishing at a spacing of 30" on either side of position line.



ATTACHMENT 10
Specifications for Fire Lane Entrance Signs

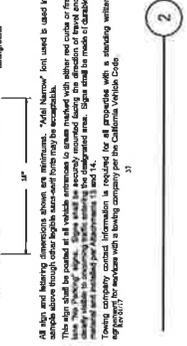
The Fire Lane Entrance Sign shall be provided for all fire lanes to areas that contain Fire Lane-No Parking, Sign or Red Curbs

All sign and lettering dimensions shown are minimums. "Wide Narrow" font used is used in sample above though other legible sans-serif fonts may be acceptable.

Sign shall be securely fastened to the structure of sign post which shall be constructed of galvanized steel pipe, minimum 1 1/2" diameter, and shall be painted with a minimum of 12" of red paint on the top of curb in 3" wide finishing at a spacing of 30" on either side of position line.

Towing company contact information is required for all projects with a standing written agreement for services with a towing company per the California Vehicle Code.

To facilitate periodic changes in towing company contracts, the towing company contact information shall be provided on the entrance sign. The entrance sign shall be provided in a format that allows for periodic changes in towing company contact information.



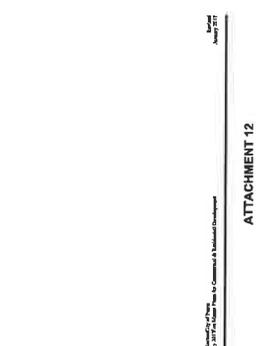
ATTACHMENT 11
Specifications for Alternates Location of Towing Company Information

All sign and lettering dimensions shown are minimums. "Wide Narrow" font used is used in sample above though other legible sans-serif fonts may be acceptable.

Sign shall be securely fastened to the structure of sign post which shall be constructed of galvanized steel pipe, minimum 1 1/2" diameter, and shall be painted with a minimum of 12" of red paint on the top of curb in 3" wide finishing at a spacing of 30" on either side of position line.

Towing company contact information is required for all projects with a standing written agreement for services with a towing company per the California Vehicle Code.

To facilitate periodic changes in towing company contracts, the towing company contact information shall be provided on the entrance sign. The entrance sign shall be provided in a format that allows for periodic changes in towing company contact information.



ATTACHMENT 12
Specifications for Fire Lane No Parking Signs

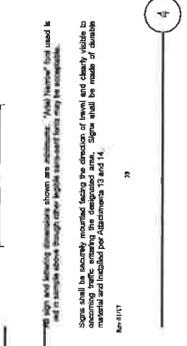
The Fire Lane No Parking Sign shall be provided for all fire lanes to areas that contain Fire Lane-No Parking, Sign or Red Curbs

All sign and lettering dimensions shown are minimums. "Wide Narrow" font used is used in sample above though other legible sans-serif fonts may be acceptable.

Sign shall be securely fastened to the structure of sign post which shall be constructed of galvanized steel pipe, minimum 1 1/2" diameter, and shall be painted with a minimum of 12" of red paint on the top of curb in 3" wide finishing at a spacing of 30" on either side of position line.

Towing company contact information is required for all projects with a standing written agreement for services with a towing company per the California Vehicle Code.

To facilitate periodic changes in towing company contracts, the towing company contact information shall be provided on the entrance sign. The entrance sign shall be provided in a format that allows for periodic changes in towing company contact information.



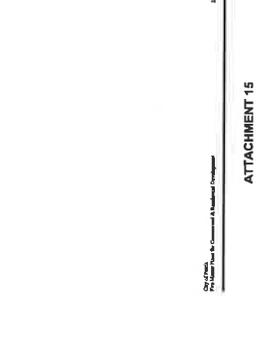
ATTACHMENT 14
Mounting Specifications for Fire Lane Entrance and No Parking Signs

All sign and lettering dimensions shown are minimums. "Wide Narrow" font used is used in sample above though other legible sans-serif fonts may be acceptable.

Sign shall be securely fastened to the structure of sign post which shall be constructed of galvanized steel pipe, minimum 1 1/2" diameter, and shall be painted with a minimum of 12" of red paint on the top of curb in 3" wide finishing at a spacing of 30" on either side of position line.

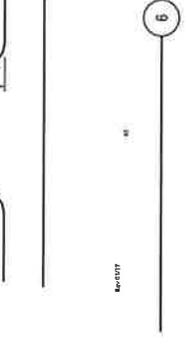
Towing company contact information is required for all projects with a standing written agreement for services with a towing company per the California Vehicle Code.

To facilitate periodic changes in towing company contracts, the towing company contact information shall be provided on the entrance sign. The entrance sign shall be provided in a format that allows for periodic changes in towing company contact information.



ATTACHMENT 15
Minimum Gate Setbacks

The minimum gate setback shall be 27 feet from the fire lane entrance and 48 feet from the fire lane exit.



ATTACHMENT 16
Specifications for Manually Operated Gates and Barriers

All sign and lettering dimensions shown are minimums. "Wide Narrow" font used is used in sample above though other legible sans-serif fonts may be acceptable.

Sign shall be securely fastened to the structure of sign post which shall be constructed of galvanized steel pipe, minimum 1 1/2" diameter, and shall be painted with a minimum of 12" of red paint on the top of curb in 3" wide finishing at a spacing of 30" on either side of position line.

Towing company contact information is required for all projects with a standing written agreement for services with a towing company per the California Vehicle Code.

To facilitate periodic changes in towing company contracts, the towing company contact information shall be provided on the entrance sign. The entrance sign shall be provided in a format that allows for periodic changes in towing company contact information.

PROJECT NAME: [REDACTED]

PROJECT ADDRESS: [REDACTED]

PROJECT CITY: [REDACTED]

PROJECT COUNTY: [REDACTED]

PROJECT ZIP: [REDACTED]

PROJECT CLIENT: [REDACTED]

PROJECT ARCHITECT: [REDACTED]

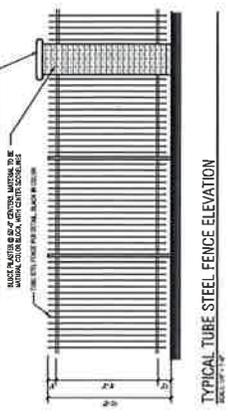
PROJECT DATE: [REDACTED]

PROJECT SCALE: [REDACTED]

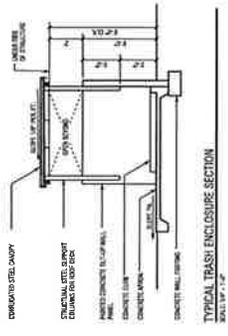
RAMONA EXPRESSWAY /
INDIAN AVENUE
E-COMMERCE PARK
0000 RAMONA EXPRESSWAY
CITY OF PERRIS, CA

RM REALTY
3555 INLAND EMPIRE BLVD.
ONTARIO, CA 91764
ONTARIO, CA 91764

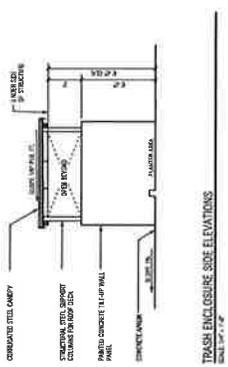
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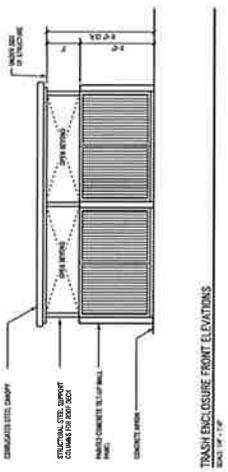
TYPICAL TUBE STEEL FENCE ELEVATION
SCALE: 1/4" = 1'-0"



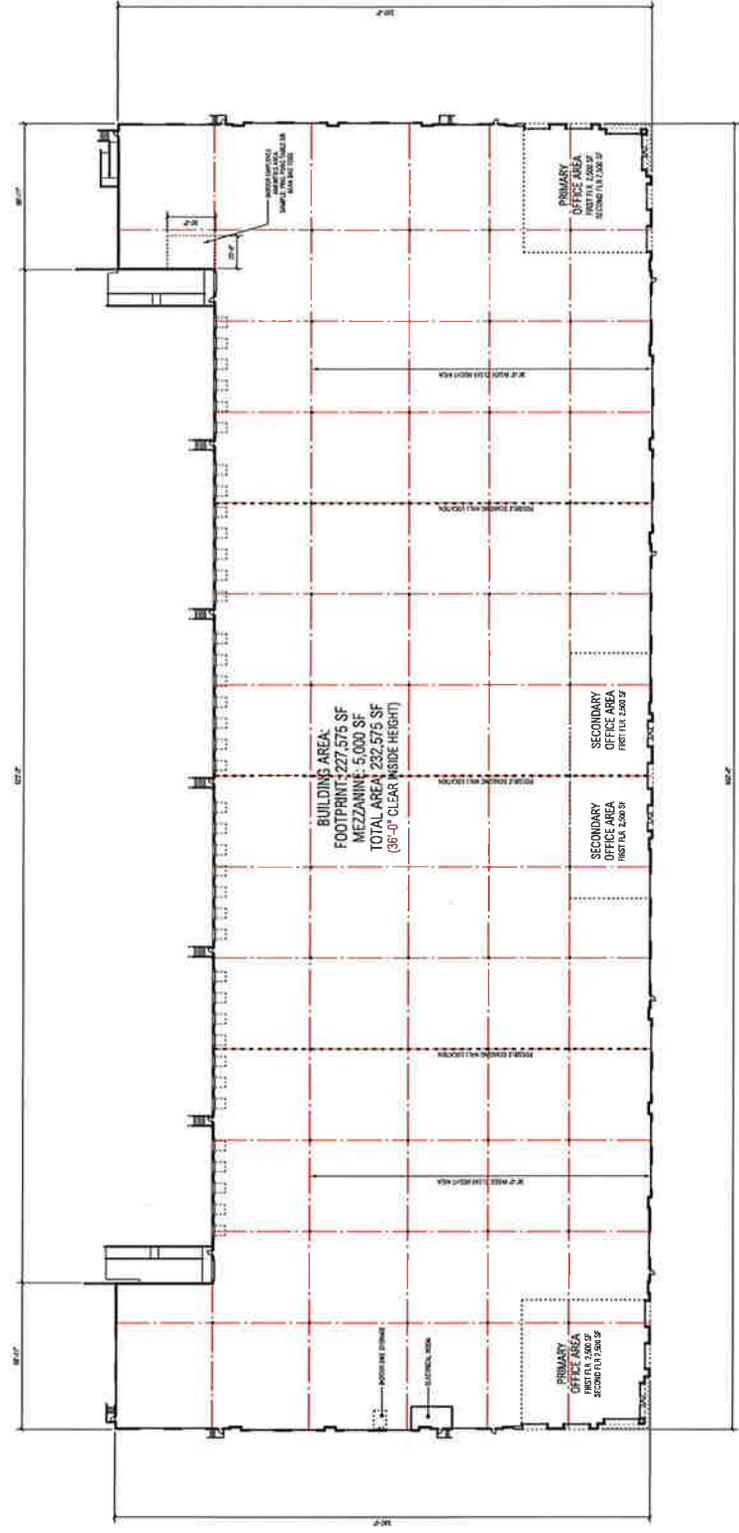
TYPICAL TRASH ENCLOSURE SECTION
SCALE: 1/4" = 1'-0"



TRASH ENCLOSURE SIDE ELEVATIONS
SCALE: 1/4" = 1'-0"



TRASH ENCLOSURE FRONT ELEVATIONS
SCALE: 1/4" = 1'-0"



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

- KEYNOTES**
1. FINISH SCHEDULE IS SUBJECT TO CHANGE.
 2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING AND INSTALLATION. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
 3. FINISH SCHEDULE IS SUBJECT TO CHANGE.
 4. ALL FINISHES SHALL BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING AND INSTALLATION.
 5. FINISH SCHEDULE IS SUBJECT TO CHANGE.
 6. ALL FINISHES SHALL BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING AND INSTALLATION.
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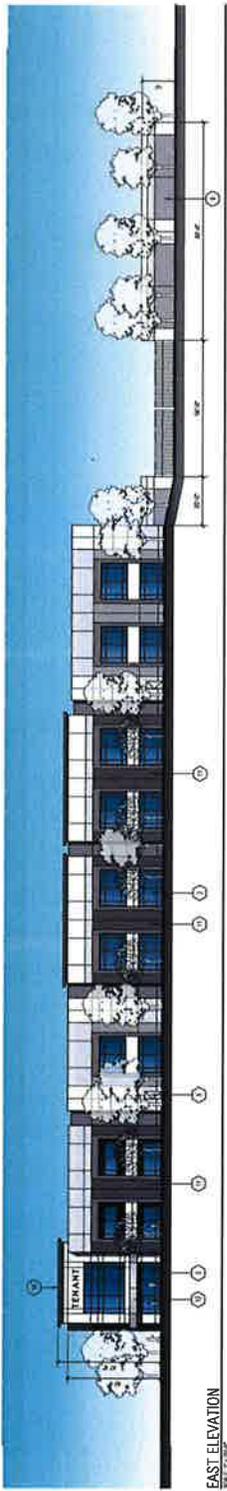
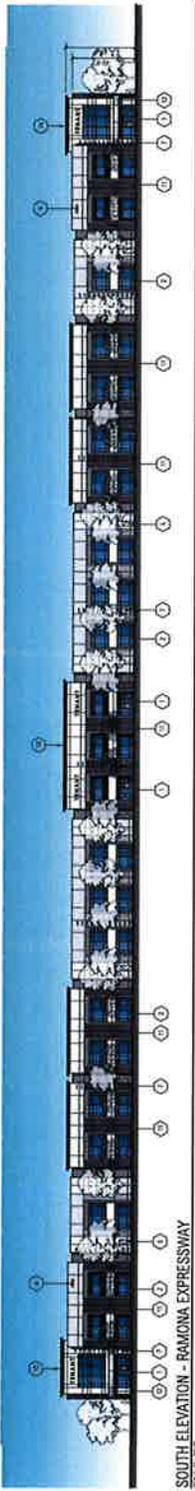
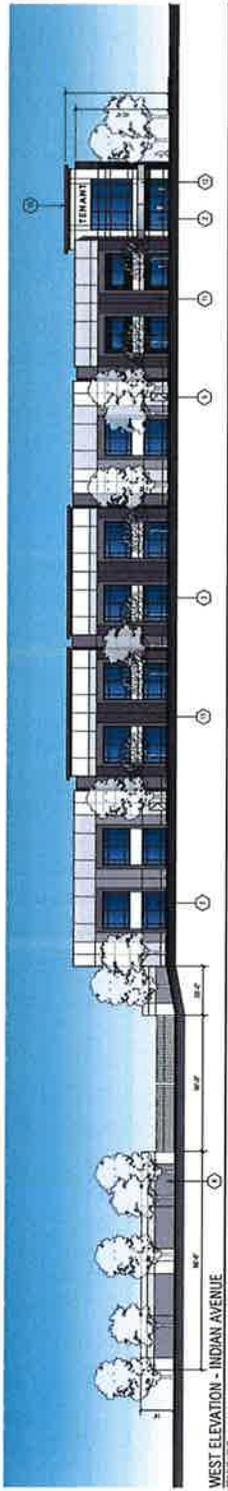
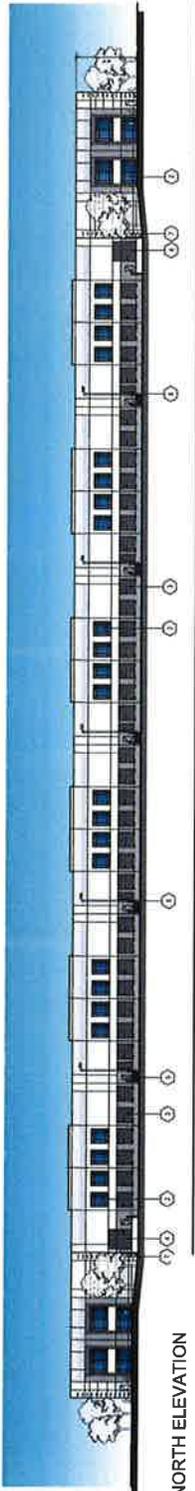
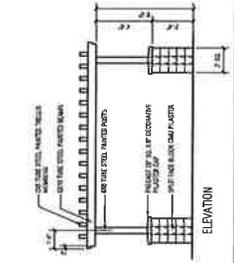
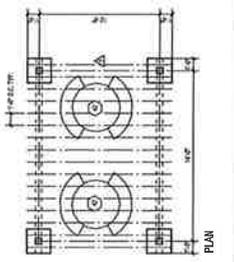
FINISH SCHEDULE

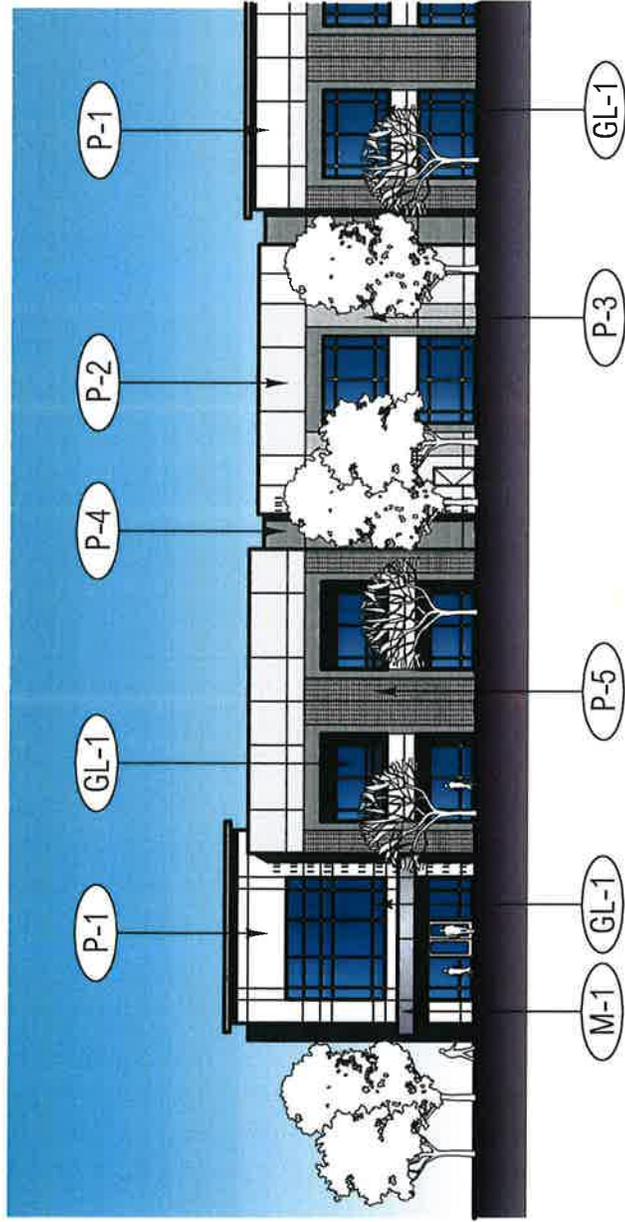
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P-2	PAINT	PRIME PAINT
P-3	PAINT	PRIME PAINT
P-4	PAINT	PRIME PAINT
P-5	PAINT	PRIME PAINT
GL-1	GLASS	GLASS
M-1	METAL	METAL

RAMONA EXPRESSWAY /
 INDIAN AVENUE
 E-COMMERCE PARK
 0000 RAMONA EXPRESSWAY
 CITY OF PERRIS, CA

RM REALTY
 3305 MILAN AVENUE
 DUNBAR, CA 91729
 VINCE DE MOY

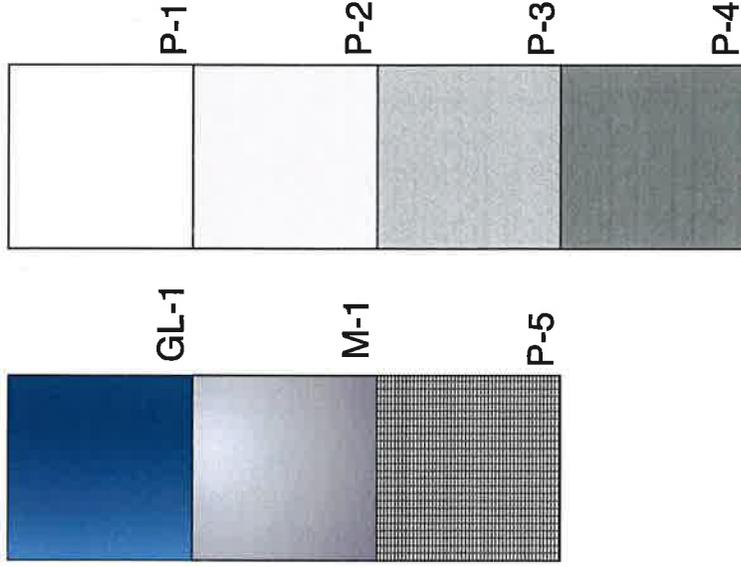
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PARTIAL ENTRY ELEVATION

SCALE 1" = 30'-0"



RAMONA EXPRESSWAY /
INDIAN AVENUE
OFFICE / WAREHOUSE

00000 RAMONA EXPRESSWAY
PERRIS, CA

JM REALTY
3535 INLAND EMPIRE BLVD
ONTARIO, CA. 91764

FINISH SCHEDULE

CODE	MATERIAL	DESCRIPTION
P-1	BASE ACCENT COLOR	SW 7063 - NEBULOUS WHITE
P-2	ACCENT COLOR	SW 7650 - ELLIE GRAY
P-3	ACCENT COLOR	SW 7067 - CITYSCAPE
P-4	ACCENT COLOR - BASE COLOR	SW 7069 - GRIZZLE GRAY
P-5	STONE - ACME BRICK	STONE - BRICK MATERIAL - RUSHMORE
GL-1	GLAZING	PPG SOLARCOOL PACIFICA
M-1	MULLIONS	CLEAR ANODIZED

RG A

Office of Architectural Design

15231 Alton Parkway, Suite 100
Irvine, CA 92618

T 949-341-0920
FX 949-341-0922

PLANT SCHEDULE

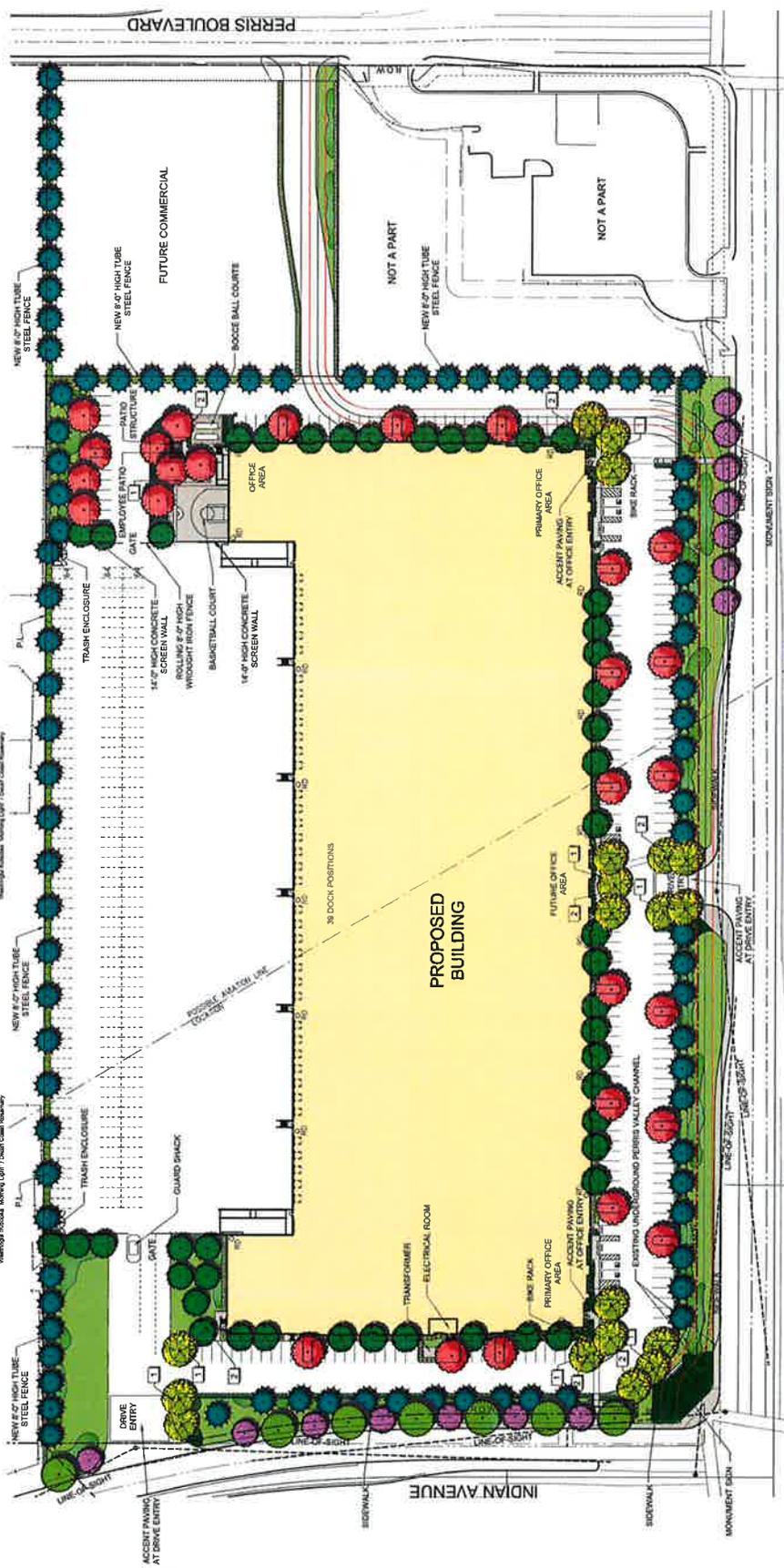
TREES	SPERMATOPHYTES	DIET	HEIGHTS	QTY
...

CONCEPT PLANT SCHEDULE

PLANT	DESCRIPTION	QTY
...

- LANDSCAPE NOTES: ALL TREES WITHIN 6' OF HARDSCAPE SHALL BE IN A SHAWTOWN LINEAR WRAP AND NOT ALLOWED TO EXTEND BEYOND 3' IN EITHER DIRECTION.
- NOTE: QUANTITIES AND AREA CALCULATIONS SHOWN IN LEGEND ARE FOR REFERENCE ONLY. DETERMINING COST AND DELIVERY OF MATERIALS TO SITE.
- SHREDDED MULCH NOTE: ALL PLANTER AREAS TO RECEIVE A 3" LAYER OF SHREDDED COVER MULCH AVAILABLE FROM BATHWINGS (517)625080

- REFERENCE NOTES SCHEDULE:
 - 1. 2" THICK 3/4" RECONCRETE ENCASED FOOT GRAVEL - 100% 1/2" S&W CONCRETE HOW CURB TO SEPARATE DRIVE AREAS FROM ADJACENT DRIVEWAY
 - 2. 1" THICK 3/4" RECONCRETE ENCASED FOOT GRAVEL - 100% 1/2" S&W CONCRETE HOW CURB TO SEPARATE DRIVE AREAS FROM ADJACENT DRIVEWAY



RAMONA EXPRESSWAY

PERRIS BOULEVARD



ATTACHMENT 9

Planning Commission Staff report –

Dated 12/07/2022

(Due to the size of the documents, only the staff report is included as a hard copy).

The entire staff report packet is available online at City's Website:

<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-339>



CITY OF PERRIS

PLANNING COMMISSION

AGENDA SUBMITTAL

MEETING DATE:

December 7, 2022

SUBJECT:

Specific Plan Amendment (SPA) 21-05193, Tentative Parcel Map 22-05078 (TPM-38393) and Development Plan Review (DPR) 21-00011 - A proposal to consider the following entitlements to facilitate the construction of a 232,575-square-foot industrial building and future commercial development on 14.93 acres located on the north side of Ramona Expressway, between Indian Avenue and Perris Boulevard, in the Perris Valley Commerce Center Specific Plan: 1) Amendment to the Perris Valley Commerce Center Specific Plan (PVCCSP) to rezone 13.32-acres of the 14.93-acre project site from Commercial (C) Zone to Light Industrial (LI) Zone; 2) Tentative Parcel Map to subdivide the project site into two parcels; and 3) Development Plan Review for the site plan and building elevations. (APN: 302-060-041). Applicant: Joe McKay, JM Realty.

REQUESTED ACTION:

Adopt Resolution No. 22-24 recommending that the City Council adopt the Mitigated Negative Declaration No. 2373 and the Mitigation Monitoring and Reporting Program, and approve Specific Plan Amendment 21-05193, Tentative Parcel Map 22-05078, and Development Plan Review 21-00011 to facilitate the construction of a 232,575-square-foot multi-tenant, non-refrigerated warehouse distribution building, based on the findings and subject to the Conditions of Approval.

CONTACT:

Kenneth Phung, Director of Development Services

PROJECT SITE BACKGROUND

The proposed project site consists of 14.93 vacant acres with frontages on Perris Boulevard, Ramona Expressway, and Indian Avenue. Surrounding uses include vacant land, light industrial, a non-conforming single-family residence, and commercial uses to the north; vacant property to the south across Ramona Expressway; an industrial use to the west across Indian Avenue; and vacant land, vehicle service station and car wash to the east across Perris Boulevard (Exhibit B).

Records show the project site has been previously disturbed and has been used for agricultural purposes. The terrain is relatively flat and slightly lower in elevation than the surrounding streets. The southern portion of the project site includes a surface-level drainage swale, owned and maintained by the Riverside County Flood Control (RCFC) and Water Conservation District (WCD). The drainage swale runs in an east-west direction and connects to the Perris Valley Storm Drain approximately 0.75 miles east of the project site near the Ramona Expressway and East Oleander Avenue intersection.

Half of the site is within Accident Potential Zone (APZ II) II and C1 zone (Primary Approach/Departure Zone) of the March Air Reserve Base Inland Port Airport Land use Compatibility Plan (MARB/IPA ALUCP), which limits allowable commercial uses that would be permitted. Specifically, the APZ II zone prohibits residential uses, children's schools and daycare centers, libraries, hospitals and congregate care facilities, hotels and motels, restaurants, and places of assembly, and limits the number of people per acre to an average of 50 and no more than 100. In addition, the site is along a Master Drainage Plan corridor that requires the installation of a 14 foot wide by 7 foot tall concrete storm box, known as Line E, as the site significantly floods during a heavy rain event. The applicant will be constructing this storm drain line along the property length from Indian Avenue to Perris Boulevard, where the City initially planned to build this storm drain improvement under its Capital Improvement Plan. The applicant has volunteered not to seek the allowable reimbursement for the storm drain improvements, estimated to be approximately \$700,000, as provided by the Area Drainage Fee program.

PROJECT DESCRIPTION

The applicant is proposing an amendment to the Perris Valley Commerce Center Specific Plan (PVCCSP) to rezone 13.32 acres of a larger 14.93-acre parcel from Commercial (C) to Light Industrial (LI) (Exhibit C); a Tentative Parcel Map (TPM-38393) to subdivide the project site into two parcels; and Development Plan Review for the site design and building elevations of a proposed warehouse distribution building. Following is a summary of the proposed development (Exhibit D):

1. Parcel 1

Parcel 1 consists of 13.32 acres and is proposed to be developed with a 232,575-square-foot non-refrigerated warehouse distribution building consisting of a 5,000-square-foot mezzanine and a 15,000-square-foot office area. A total of 39 loading dock doors are proposed on the north side of the building, and a 120-square-foot guard shack is proposed at the truck access drive aisle secured with an 8-foot high wrought iron gate with mesh screening. Screening of the loading area from Indian Avenue and Perris Boulevard will be provided by a 14-foot-high decorative masonry screen wall with scored lines painted in complementary shades of gray. The project site will be served by 215 parking spaces and 52 trailer parking spaces.

Access to the project site is proposed via two driveways, a restricted, right-in/right-out driveway, along Indian Avenue, for trucks only to access the loading area of the warehouse building; and a right-in/right-out access driveway, along Ramona Expressway, for passenger vehicles only.

2. Parcel 2

Parcel 2 consists of 1.61 acres and is located on the east side of Perris Boulevard and north of Ramona Expressway. It is proposed to remain commercially zoned for future commercial development to be consistent with the existing commercial zone properties to the north (vacant land), south (existing gas station and carwash), and east (existing retail shopping center). Access is proposed via a driveway along Perris Boulevard on the west side of the project site. Any future commercial development on proposed Parcel 2 would require the approval of a separate Development Plan Review. Future commercial uses would also need to be consistent with the Project specific environmental assessment.

The applicant has indicated that a tenant for the proposed warehouse distribution building is unknown. It is anticipated the business operation will be 24 hours per day, seven days a week.

PROJECT ANALYSIS

The table below summarizes the Project's consistency with the General Plan, PVCC Specific Plan, Zoning Code, Title 18 Subdivision guidelines, and March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

	Consistent	Inconsistent
<p>Consistency with the General Plan, Perris Valley Commerce Center (PVCC) Specific Plan, and Zoning Code</p> <p>The project site is within the PVCC Specific Plan area. This site is intended for retail, professional office, and service-oriented business activities. The Project proposes to amend the PVCCSP to rezone 13.32-acres of the 14.93-acre project site from Commercial (C) Zone to Light Industrial (LI) Zone to facilitate the construction of a 232,575-square-foot multi-tenant, warehouse distribution building. The zone of the remaining 1.61-acres is not proposed to change to be consistent with zoning to the north, south, and east. The proposed amendment will ensure the project site is developed in compliance with the LI and Commercial Zones as envisioned in the PVCCSP. With the requested zone change, the Project will be consistent with the General Plan, PVCC Specific Plan, and Zoning Code.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Consistency with Title 18 - Subdivisions</p> <p>The Project proposes to subdivide the 14.93-acre project site into two parcels. Parcel 1 will be 13.32 acres in size and Parcel 2 will be 1.61 acres in size. Both parcels meet the minimum lot depth and width of the requested LI Zone and the underlying C Zone of the PVCC Specific Plan. Thus, the Project will be consistent with the PVCC Specific Plan and Title 18 - Subdivisions.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Consistency with the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB/IPA ALUCP)</p> <p>The Project site is located within Zone B1 (Inner Approach/Departure Zone), Accident Potential Zone (APZ II), and C1 (Primary Approach/Departure Zone) of the MARB/IPA ALUCP. Compatibility Zone B1 is a high noise zone and high accident potential risk zone, and Zone C1 is a primary approach/departure zone with moderate accident potential risk. The proposed Project was analyzed by ALUC on April 14, 2022, for consistency with the Zone B1 APZ II and C1 Zones and was determined to be conditionally consistent with the MARB/IPA ALUCP.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS

The table below summarizes the Project's consistency with the development standards of the Light Industrial zone subject to the approval of the land use change.

Perris Valley Commerce Center Specific Plan Light Industrial Zone - Development Standards					
Standard		Proposed	Consistent	Inconsistent	
Lot Coverage	50 percent maximum		40 percent	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FAR (Floor Area Ratio)	0.75		0.40	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Minimum Lot Size	15,000 square feet (0.34 acres)		Parcel 1 13.32 acres Parcel 2 1.61 acres	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maximum Building Height	50 feet		48 feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Setbacks	Front Yard: Ramona Expwy (South)	20 feet	94 feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Interior Side Yard (east)	None	58.4 feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Side Yard: Indian Ave (west)	15 feet	71.5 feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Rear Yard (north) adjacent to residential and loading area - 30 feet		224 feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maximum Landscape Coverage	12 percent		13.19 percent	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Parking Standards Chapter 19.69 – Parking Development Standards					
Use	Standard	Required	Proposed	Consistent	Inconsistent
Industrial	Warehouse: 20,000 s.f. (1 space/1000 s.f.)				
	20,000 – 40,000 s.f. (1 space /2000 s.f.)	161 spaces	215 spaces	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Over 40,000 s.f. (1 space/5000 s.f.)				
Total Parking		161 spaces	215 spaces	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Total Surplus Parking			54 spaces	<input checked="" type="checkbox"/>	<input type="checkbox"/>

COMPLIANCE WITH OTHER APPLICABLE REQUIREMENTS

- **Building Elevations/Architecture**

The proposed warehouse distribution building consists of contemporary architecture. It utilizes varying complementary colors and materials to distinguish the building's base, body, and cap as required by the PVCCSP. The building's design elements include a combination of varying rooflines, decorative cornice (roof cap) treatment, vertical columns, window glazing, brick veneer, and recessed panels to create both horizontal and vertical variations for visual interest. The proposed color palette includes a variation of grey shades, blue and white to complement the brick veneer. Rooftop equipment will be screened and not visible from the street.

- **Employee Amenity and Recreation area**

Buildings over 100,000 square feet must have at least one (1) indoor employee amenity and two (2) outdoor employee amenities. The proposed project includes multiple outdoor amenity areas, including a landscaped, concrete lunch patio with seating area covered with a trellis structure, a horseshoe/bocce ball sand pit, and a half basketball court. These outdoor amenities are located at the northwest corner of the site for privacy and traffic noise relief. In addition, an indoor gaming area is proposed inside the building. As proposed, the project amenities comply with the requirements of the Code.

- **Landscaping**

The proposed conceptual landscape plan has been designed to provide adequate plant materials along the street frontages, perimeter of the site, throughout the parking areas, adjacent to the buildings, in front of perimeter walls and trash enclosure areas. The proposed on-site landscaping area totals approximately 76,540 square feet or approximately 13.19% of the site, which exceeds the minimum landscape requirement of 12%. As proposed, the conceptual landscaping is in compliance with the landscape requirements of the PVCC Specific Plan.

- **Fencing/Walls**

A combination of decorative screen walls and fencing are proposed for screening, privacy, noise control, and security. Wrought-iron fencing with capped pillars, 8 feet in height, is proposed around the perimeter of the site, except for the area adjacent to the carwash to the south, where there is a wall along the property line, and along the northern boundary adjacent to the existing single-family residence and delivery area where there is already a 13-foot-high wall.

Wrought iron gates are proposed to secure the truck loading and parking area. A 14-foot-tall decorative block wall with intermittent pilasters will screen the truck parking and loading area. In addition, a line-of-sight study was completed demonstrating that the 14-foot-tall wall will adequately screen the loading area and truck from public view and comply with the screening requirements of the PVCC Specific Plan.

- **Circulation**

Truck traffic will be restricted to the truck routes approved by the City Council in August 2022. As such, truck ingress/entrance circulation will be from I-215/Placentia Avenue Interchange (to be completed in December 2022) to Indian Avenue, and right-in into the site. Truck egress/exit from the site will be right-out from Indian Avenue to Harley Knox Boulevard and to I-215/Harley Knox Boulevard Interchange. Truck access to and from Ramona Expressway and Perris Boulevard is prohibited.

ENVIRONMENTAL CONSIDERATIONS AND CEQA PROCESS

An Initial Study was prepared for the Project in accordance with the California Environmental Quality Act (CEQA), which concluded that all potential significant effects on the environment could be reduced to less than significant level with mitigation measures. In accordance with the California Environmental Quality Act (CEQA), a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) was published with a public review period starting on July 29, 2022 and ending on August 29, 2022. The NOI was also posted on the City's website and at City Hall and sent to public agencies and property owners within a 300-foot radius of the Project site. The IS/MND has been available for public review at the Development Services public counter, and on the City's website.

During the thirty-day comment period, the City received eight (8) comment letters from the following interested parties (Exhibit E – Appendix K of the IS/MND):

1. Eastern Municipal Water District
2. Riverside County Flood Control and Water Conservation District
3. Mr. Kelly Klaus
4. Western Municipal Water District
5. California Department of Fish and Wildlife
6. Lozeau Drury LLP (on behalf of Supporters Alliance for Environmental Responsibility)
7. Blum Collins & Ho LLP (on behalf of Golden State Environmental Justice Alliance)
8. Riverside Transit Agency

The letters from Lozeau Drury LLP, on behalf of Supporters Alliance for Environmental Responsibility, and Blum Collins & Ho LLP, on behalf of Golden State Environmental Justice Alliance, were subsequently withdrawn as a result of discussions with the applicant (Exhibit E).

The comment letters and Responses to Comments are included in the IS/MND in Appendix K. None of the comments or responses constituted "significant new information" or met any of the conditions in Section 15088.5 of the State CEQA Guidelines that would require recirculation of the IS/MND (Exhibit E).

PUBLIC HEARING NOTICE:

A notice of public hearing for the Planning Commission meeting was published in the local newspaper and sent to agencies and property owners within 300 feet of the project site. As of the writing of the staff report, no additional comments have been received by staff.

RECOMMENDATION:

Adopt Resolution No. 22-24 recommending that the City Council adopt Mitigated Negative Declaration No. 2374 and the Mitigation Monitoring and Reporting Program, and approve Specific Plan Amendment 21-05193, Development Plan Review 21-00011 and Tentative Parcel Map 22-05078 to allow the construction of 232,575 square foot, multi-tenant, warehouse distribution building on 13.32-acres of a larger 14.93-acre project site, located at the north side of Ramona Expressway between Indian Avenue and Perris Boulevard, within the Perris Valley Commerce Center Specific Plan, based on the findings and subject to the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: There is no fiscal impact associated with this Project since all project costs are borne by the applicant.

Prepared by: Mary Blais, Planning Consultant
Reviewed by: Patricia Brenes, Planning Manager

EXHIBITS:

- ~~A. Resolution 22-24 Approving Conditions of Approval (Planning, Engineering, Public Works, Fire, and Building & Safety)~~
 - ~~B. Aerial Map~~
 - ~~C. Existing and Proposed PVCC Specific Plan Maps~~
 - ~~D. Project Plans (Parcel Map, Site Plan, Floor Plan, Building Elevations, Fence/Wall Plan, and Conceptual Landscape Plan)~~
 - ~~E. Initial Study/MND, Associated Technical Studies, and Comment Letters/ Responses to Comments in Appendix K~~
- Due to the size of the files, the environmental documents in Exhibit E are located at the following webpage link:*
- ~~<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-339>~~

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

ATTACHMENT 10

**Applicant Prepared Response to Planning
Commission Findings of Denial**



December 27, 2022

City Council
City of Perris
101 N. "D" Street
Perris, CA 92570

Subject: Rebuttal to Planning Commission Recommendation for Denial - Perris Valley Commerce Center (PVCC) Specific Plan Amendment (SPA) 21-05193; Tentative Parcel Map 22-05078 (TPM 38393); Development Plan Review (DPR) 21-00011; Mitigated Negative Declaration (MND) 2373 and Associated Mitigation, Monitoring and Report Program (MMRP)

EXECUTIVE SUMMARY: The proposed Project is well designed to accommodate the extraordinary site limitations and fix the City's unique storm water infrastructure needs with no cost to the City. While the Planning Commission held a hearing on the Project, their reasons for denial are not supported by the Project record or any presented facts. The December 7, 2022, Planning Staff Report for the Project details the appropriate findings for approval of the PVCC Specific Plan Amendment, Zone Change, Tentative Parcel Map and Development Plan Review that are fully supported environmentally by the CEQA Mitigated Negative Declaration and Mitigation, Monitoring and Reporting Program. *For the reasons stated below, JM Realty is respectfully requesting that the City Council review and approve the proposed Project as designed and conditioned.*

Dear Honorable Mayor and City Council Members:

JM Realty Group (Applicant), in close coordination with City of Perris ("City") Planning and Engineering Division staff, prepared and submitted entitlements for 14.93-acre project located at the northeast corner of Indian Avenue and Ramona Expressway, which included the following applications: a Perris Valley Commerce Center (PVCC) Specific Plan Amendment (SPA) 21-05193; a Tentative Parcel Map 22-05078 (TPM 38393); a Development Plan Review (DPR) 21-00011; a Mitigated Negative Declaration (MND) 2373 and the associated Mitigation, Monitoring and Report Program (MMRP) prepared pursuant to the requirements of the California Environmental Quality Act (CEQA) and State CEQA Guidelines. The entitlement applications would:

- Subdivide the 14.93-acre site into two separate parcels, consisting of a 13.32-acre parcel (Parcel 1) and a 1.61-acre parcel (Parcel 2);
- Rezone newly created Parcel 1 (13.32 acres) from Commercial (C) to Light Industrial (LI) to be consistent with the March Air Reserve Base (MARB) Airport Land Use Compatibility Plan (ALUCP) Accident Potential Zone (APZ) II and the City's Airport Overlay Zone (AOZ);
- Establish the design layout and improvements for newly created Parcel 1 to facilitate the construction of Parcel 1, which includes a 232,575-square-foot (sf), non-refrigerated warehouse distribution building and approximately 1,580 lineal feet of Line E of the Perris Storm Drain system on behalf of the City; and
- Newly created Parcel 2 would remain zoned as Commercial for future commercial development along Perris Boulevard consistent with existing commercial development at the corner of Perris Boulevard and Ramona Expressway.

BACKGROUND:

The City Planning Commission held a hearing on December 7, 2022, to consider the proposed Project, which was recommended for approval by Planning Staff because it was consistent with all required findings outlined by the City’s Municipal Code for each discretionary approval. Nonetheless, the Planning Commission arbitrarily made a recommendation for denial to the City Council contradicting Staff’s consistency determination and recommendation for approval. Without supporting facts and contrary to the City’s Project record, the Planning Commission included the following reasons for recommending denial of the Project:

1. City’s lack of an “Action Plan” for truck route enforcement on Ramona Expressway;
2. Supposition that trucks will use Ramona Expressway to Indian Avenue to access the Project truck entrance;
3. Supposition that environmental impacts of the Project appears to be greater than the environmental impacts of non-specific commercial uses;
4. Supposition that traffic impacts from the proposed industrial use would be higher than commercial uses; and
5. Desire to reduce the proposed industrial building to half its proposed size on the portion of the site within APZ II so that commercial zoning and future commercial uses can occur within the remainder of the property.

REBUTTAL TO PLANNING COMMISSIONS RECOMMENDATION FOR DENIAL:

1. City Lacks Action Plan for Trucks on Ramona Expressway

City staff has been working for approximately two years on updating the City ordinance concerning truck routes and enforcement actions for both drivers and responsible parties (truck and building owners) in north Perris. Planning Commission members voiced frustration with City staff about the length of time this update has taken and concern about approving industrial projects without the Truck Route enforcement “Action Plan” in place. City staff stated in the Planning Commission hearing that they are working with City Police to complete additional signage along Ramona Expressway notifying users of the Truck Route ordinance and that the enforcement will begin in the first quarter of 2023. The Project is not scheduled for completion for at least 18 months giving significant time for enforcement actions to change driver and owner behavior on Ramona Expressway. The Planning Commission’s perception that the City’s Lack of an Action Plan for trucks utilizing Ramona Expressway is unfounded.

2. Supposition Trucks Will Use Ramona Expressway to Indian Avenue

The Project is planned and conditioned to constrain truck access to Indian Avenue north bound only. The one truck access point to the project is a right-in-right-out driveway with a median in Indian Avenue preventing truck access to north flow only and specifically prohibits truck access from Ramona Expressway and Perris Boulevard. Additionally, Project conditions require the developer to pay a non-reimbursable \$150,000 contribution for the completion of the Ramona Expressway/I-215 and Harley Knox/I-215 interchanges and requires future users of the facility to post both the adopted Truck Route map and the Truck Route ordinance within the Project site. The City may hold owners responsible for non-compliance with this requirement.

As an added measure to prevent truck traffic generated by this project from utilizing Ramona Expressway, the Applicant is willing to add the following additional signage as a condition of Project approval in addition to all the other Project Conditions:

- 1) “No Left Turn For Trucks” signage to the Ramona Expressway left turn pocket to Indian Avenue north; and
- 2) “No Right Turn For Trucks signage to the Ramona Expressway right turn pocket to Indian Avenue north.

This additional signage could also be added to the City’s Truck Route enforcement “Action Plan.”

3 & 4. Supposition Light Industrial Environmental Impacts and Traffic are Greater Than Commercial

A Mitigated Negative Declaration (MND) 2373 and the associated Mitigation, Monitoring and Report Program (MMRP) was prepared for the project, pursuant to the requirements of the California Environmental Quality Act (CEQA) and State CEQA Guidelines. The MND, which was reviewed and approved by City staff, fully analyzed all potential environmental impacts of the Project, including the construction and operation of the proposed light industrial and commercial uses. The MND also devised comprehensive mitigation measures that are outlined in the MMRP for the project in order to reduce potential impacts to a level of insignificance and ensure that there are no significant and unavoidable environmental impacts that occur with implementation of the proposed Project.

Planning Commission members made suppositions without support from the record or providing facts to the contrary that the environmental impacts of the proposed industrial Project would be greater than impacts associated with commercial use of the site. This supposition is arbitrary. In fact, the record shows that the environmental impacts associated with commercial use, such as air quality, greenhouse gas emissions, hazards, and noise, are likely greater than light industrial uses due to significantly higher traffic generation of commercial uses compared to light industrial uses. As evidenced in the MND for the project, the impacts of a future commercial hotel project were studied for proposed 1.61-acre Parcel 2. The proposed commercial hotel use was anticipated to result in 1,000 daily trips per day to the site, while the proposed Parcel 2, containing the warehouse portion of the Project would generate only 402 daily trips per day, even though the industrial project is far larger than a commercial hotel. The Project noise technical report modeled trucks driving in and out of the Project driveway and into the loading docks at speed. It also included backup warnings. The noise report concludes that impacts related to noise would be less than significant for the future hotel use and the warehouse use at the non-conforming residential land use to the northwest. Specifically, the results of the noise report show noise levels at the non-conforming residential land use would be between 50.3 and 51.9 dB CNEL, well below the 60 dB CNEL threshold.

In summary, the data and analysis outlined in the MND show that the anticipated trips and operational features associated with the Project, including noise, would not result in any significant environmental impacts that would be greater than those impacts that could be generated by commercial uses. In fact, the MND data shows that traffic impacts generated by commercial uses would likely increase the number of daily trips to the project site, thereby increasing traffic, GHG, air quality, noise, and potential air hazard impacts.

5. Desire to Reduce the Proposed Industrial Building to Half its Size on the Portion of the Site within APZ II so that Commercial Zoning and Future commercial Uses can Occur within the Remainder of the Property

Planning Commission members requested the site to be split along the APZ II line that runs diagonally through the property. This request is both infeasible and inconsistent with the City's Airport Overlay Zone and the Airport Landuse Compatibility Plan (ALUCP.)

First, the light industrial Project is the only use with sufficient financial viability to support the extraordinary upfront costs of approximately \$4.5 million for the Line E storm drain construction and over \$1.1 million underground storm water quality system required by City Engineering. The Project building is already less than the allowable 50 percent lot coverage to accommodate the truck access setback from Indian Avenue, Line E, and proposed trees and landscaping. Further, access to the site is constrained by right-in-right-out only driveways on Perris Boulevard, Ramona Expressway and Indian Avenue. City Engineering conditions on this constrained access require a deceleration lane on Ramona Expressway that negates access to the remaining, odd-shaped parcel.

Second, dividing the project uses along the APZ II line would be inconsistent with the City's adopted Airport Overlay Zone and the ALUC. The PVCC SP was adopted in 2012, prior to the March ARB ALUCP adoption in 2014. The City subsequently adopted the Airport Overlay Zone in 2016 to make the land uses consistent with the ALUCP without going through the additional effort to modify all the underlying, inconsistent land use designations, including the Project site. Further, the Air Force completed an Air Installation Compatible Use Zones (AICUZ) study in 2018 that updated the flight activity associated with March ARB and the impact on land uses in the City demonstrating the extensive, low-altitude overflight of the Project site.

The Project is consistent with these updated land use restrictions despite the lack of an update to the PVCC SP as demonstrated by the ALUC, the Air Force and City staff.

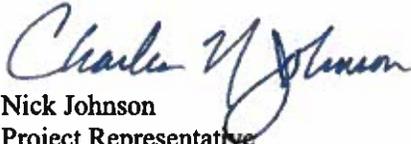
Commercial uses accommodate five to nine times the number of people as compared to warehouse uses on a floor area basis using the California Building Code as applied to the March ARB APZs. The property is in the direct arrival/departure flight path of March ARB with low altitude overflights at 500 feet above ground creating safety and noise impacts that severely limit the types of safe uses and the occupancy of these uses. On April 14, 2022, the Project's proposed light industrial land uses and associated zone change were found consistent with the March ARB ALUCP and Air Force Compatible Land Use Guidance, subject to an agreement to place a covenant on the property limiting building occupancy. ALUC Condition 11 in its April 14, 2022, letter and the April 7, 2022, Department of the Air Force Memorandum to the ALUC regarding the Project specifically requires this building occupancy limit.

A commercial corner on the property already exists at the northwest corner of Perris Boulevard and Ramona Expressway. The Project preserves the continuation of commercial uses along the west side of Perris Boulevard that will be viable as improvements are made to properties north of the site.

CONCLUSION:

The proposed Project is well designed to accommodate the extraordinary site limitations and fix the City's unique storm water infrastructure needs with no cost to the City. While the Planning Commission held a hearing on the Project, their reasons for denial are not supported by the Project record or any presented facts. The December 7, 2022, Planning Staff Report for the Project details the appropriate findings for approval of the PVCC Specific Plan Amendment, Zone Change, Tentative Parcel Map and Development Plan Review that are fully supported environmentally by the CEQA Mitigated Negative Declaration and Mitigation, Monitoring and Reporting Program. For the reasons stated above, JM Realty is respectfully requesting that the City Council review and approve the proposed Project as designed and conditioned.

Sincerely,



Nick Johnson
Project Representative

Cc: Clara Miramontes – City Manager
Robert Khuu – City Attorney
Kenneth Phung – Director of Development Services
Patricia Brenes – Planning Manager
Stuart McKibben – City Engineer
Joseph L. McKay – JM Realty Group
John Ramirez – Rutan & Tucker, LLP
Douglas J. Dennington – Rutan & Tucker, LLP

ATTACHMENT 11

Public Comment Letter

A

To Mary Blais Planning Consultant;
101 North "D" Street, Perris Cal. 92570;

12/19/22

Re: "Ramona-Indian Warehouse Project"

I was informed the above project might be on the Perris City Council agenda in January 2023.

I would like to make my concerns regarding the above project and its affect toward my residential home of over 40 years be brought to the attention of the Perris City Councils.

I have reviewed the projects "Acoustical Analysis Report" dated July 2022
(04823.000DE0.001. "noise level analysis"

The document shows 18 references of excessive noise to the residence North of the project. My home known as. 4111 Barrett Ave. Perris Cal. 92570.

I have several request to be presented the the Perris City Council to mitigate my noise concerns

1. The developer proposed a 12 ft wall along the far East portion of the residence South side property, it extents 90 feet to the West and then extent South 50 feet. (THERE IS NO MITIGATING SOUND WALL THAT EXTENTS WESTWARD TO PROTECT THE REMAINING 210 FEET OF EXPOSED NOISE GOING TOWARD THE RESIDENCE.

TO MITIGATE THE NOISE AND VIEW OF THE TRUCKS, AN ADDITIONAL WALL NEEDS TO BE ADDED. DUE TO THE 5 FOOT DRIVEWAY ELEVATION TO INDIAN AVENUE, A PORTION OF THE WALL WOULD NEED TO BE 14 FEET TALL.

The noise report never evaluated the excessive additional noise generated when the diesel trucks exits the drive way, going from 0 to 40 mph onto Indian Avenue.

*****REQUEST #1. REQUIRE THE DEVELOPER TO INSTALL A 14 FOOT WALL TO MITIGATE THE NOISE AND THE VIEW OF THE 142 DIESEL TRUCKS THAT ARE EXPECTED TO ENTER AND LEAVE THE WAREHOUSE EACH DAY.

2

*****Request # 2. The developers current 12 foot noise mitigation wall cuts into an existing 12 inch thick asphalt and rock road way that has been used for the past twenty years for ingress/ egress. The area is 90 + by 30 feet.

#2 My request is to have the developer move the 12 inch thick crushed asphalt to the East side of my property before excavation of the developers project. 30 feet of my existing South side gates are being moved to the East side of my property for new ingress/egress. (The asphalt and rock needs to be relocated so the new access road remains drivable in rainy weather for both this writer and emergency vehicles.)

Development Services Department
Building Division

JAN 04 2023

Pg 1

Packets A, B, C

#3. ***The developer has a proposed open space area at the far North /West corner of the development.**

I am requesting that the open space area at the North West corner of the development, which currently has 12 inches of crushed asphalt and gray rock, be left in tact. If the 14 foot noise mitigation wall is approved by the Perris City Council as a condition, The gray rock may look nicer than mulch and be more weed resistant.

(As an added benefit to both the developer and myself, the law suit the developer initiated directly pertains to this particular small area.)

#4*****

The City of Perris knows there is a current litigation issue in regards to the developers property. The litigation was entirely initiated by the developer. The litigation appears frivolous in nature, however, obscured in the 48 paragraphs of accusations, the developer made a (Judicial Admission) that I may or may not have a prescriptive easement that needs to be adjudicated. See paragraph 48. "A judicial determination is necessary in order for the parties to ascertain their respective rights and duties with respect the matters alleged above."

**I am providing the City of Perris with the entire Law suit sent to me by the developer.
Case # CVRI 2203595**

This law suit has nothing to do with my noise mitigation issues.

Your legal counsel may advise the city to hold off on any development decision until the developer finds closure to his litigation issues.

Sincerely



Kelly Kaus

**4111 Barrett Ave
Perris Cal. 92570**

1(951)422-4555

kellykaus@me.com



Request #1-4

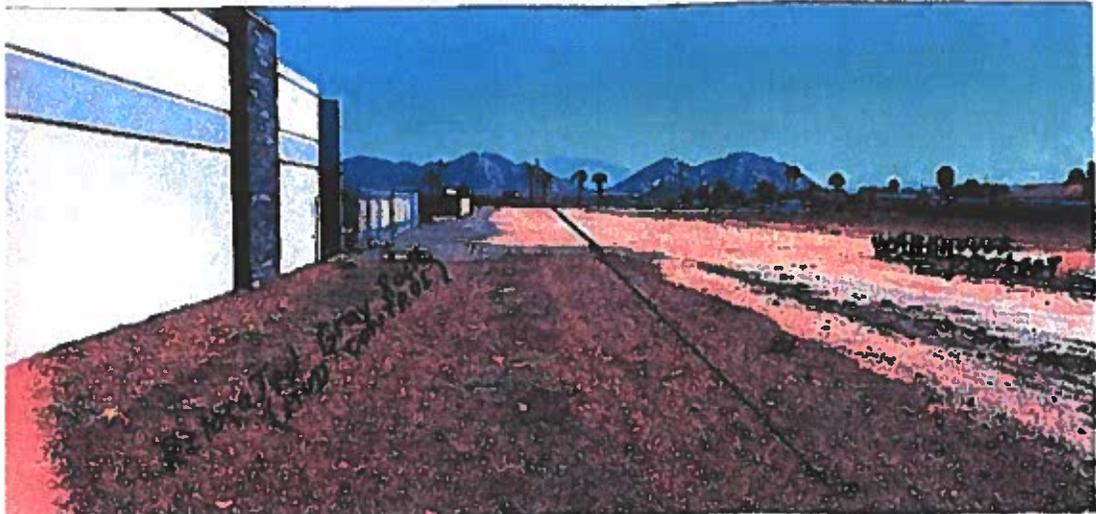
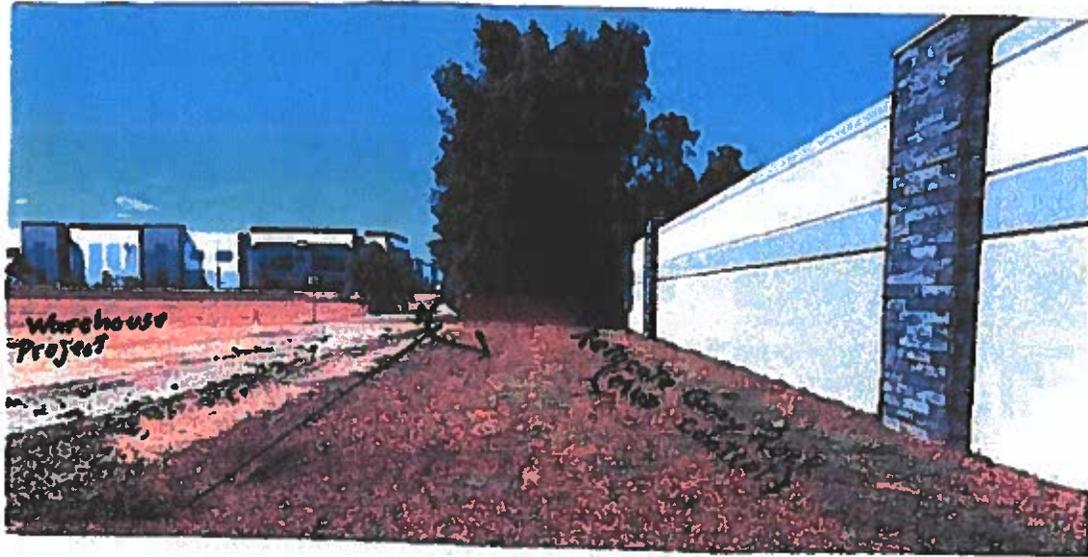


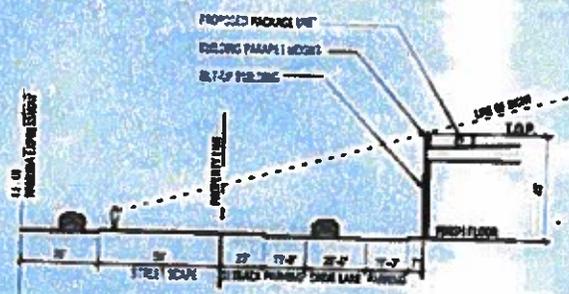
#2 Relocate 90' 12" thick crushed Asphalt & Rock To East Side of Residence (ROADWAY MUD CONTROL)

#1 Needs 14' Noise & View of Trucks Mitigation Wall.

#3 NORTH WEST / crushed Asphalt on Developers OPEN SPACE be left In Tact

#4 Developers Trees To Be Staggered on both sides of Noise Mitigation wall.





- SITE LEGEND:**
- 60-DBL LANDSCAPED AREA
 - 60-DBL UNLANDSCAPED AREA
 - EXISTING ASPHALT DRIVEWAY
 - SITE PROPERTY LINES
 - CITY PARK AND RECREATION
 - DRIVEWAY
 - DRIVE CURBS
 - 60-DBL PARKING AND DRIVEWAY

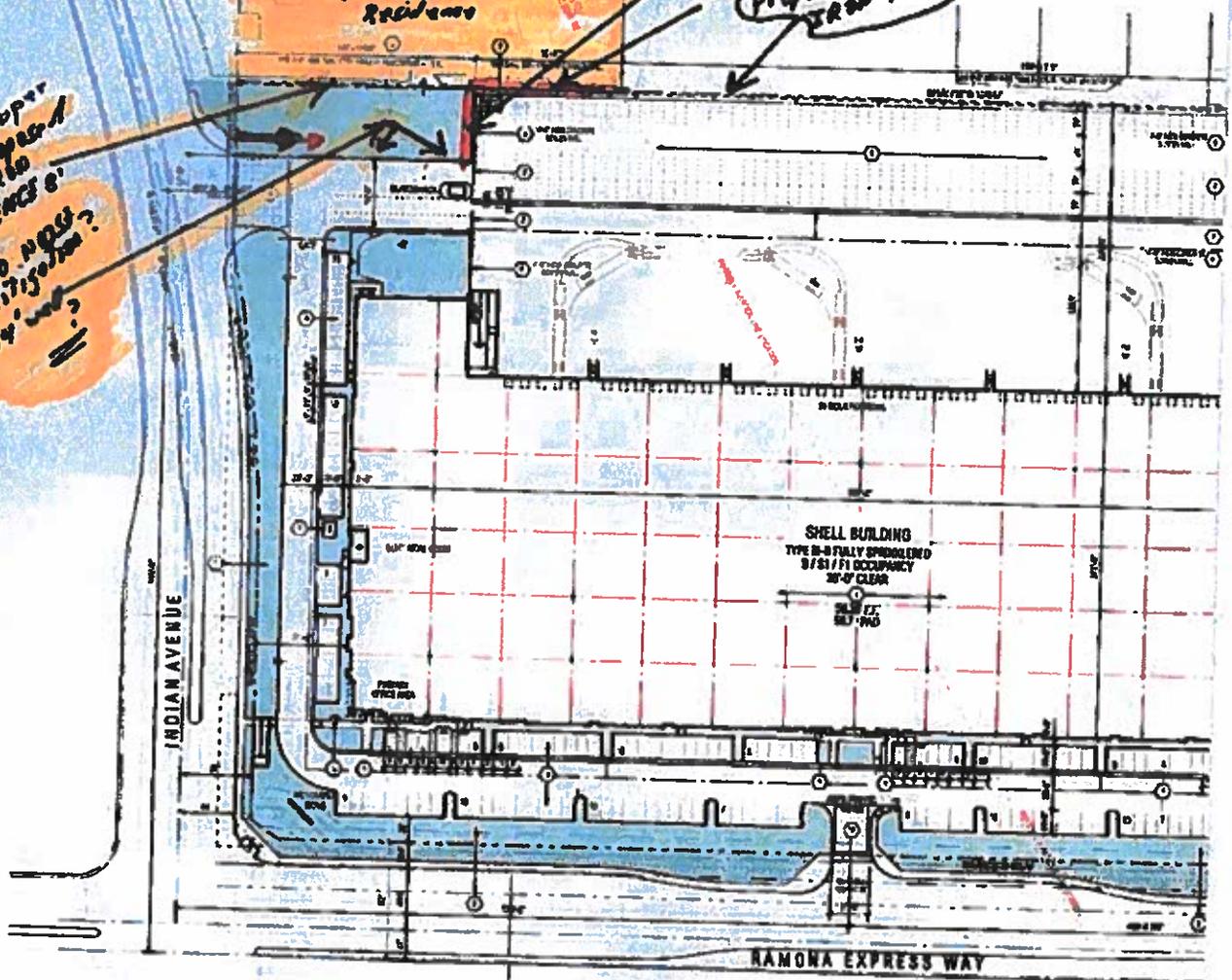
- GENERAL NOTES**
1. THE PROPOSED PROJECT SHALL COMPLY WITH THE PROVISIONS OF THE EXISTING UNIFORM CITY OF PUEBLO PLANNING PLAN.
 2. A LANDSCAPING PLAN SHALL BE SUBMITTED TO THE PLANNING DEPARTMENT AND APPROVED PRIOR TO THE START OF CONSTRUCTION. THE PLAN SHALL BE APPROVED BY THE CITY ENGINEER.
 3. THE PROJECT MUST NOT IMPAIR ANY EXISTING OR FUTURE USE OF THE SITE.
 4. THERE ARE NO PROTECTED PLANTS ON SITE.
 5. ALL NEW SPREADSHEET CONCRETE SHALL BE TO THE DESIGN OF THE BUILDING CONTRACTOR.
 6. ALL LANDSCAPING SHALL BE DONE BY 4" X 4" X 12" CONCRETE CURBS.
 7. A LIGHT PLAN SHALL BE SUBMITTED AND APPROVED PRIOR TO THE START OF CONSTRUCTION. THE PLAN SHALL BE APPROVED BY THE CITY ENGINEER.
 8. A SIGNAGE PLAN SHALL BE SUBMITTED AND APPROVED PRIOR TO THE START OF CONSTRUCTION. THE SIGN PLAN SHALL BE APPROVED BY THE CITY ENGINEER.
 9. ALL SIGNAGE SHALL BE DONE BY THE CITY ENGINEER.
 10. THE PROJECT SHALL BE DONE WITH LEADERSHIP AND SHALL NOT BE A BURDEN TO THE CITY.

TYPICAL EQUIPMENT SCREEN LINE OF SIGHT
SCALE 1" = 10'-0"

LINE OF SIGHT TAKEN FROM 6'-0" ABOVE FINISH GRADE
ON DALLIN AVE
PUEBLO CO. 81570
RESIDENCE

Developer
CANNOT
PROPOSED
12' WALL
PROPOSED
12' WALL

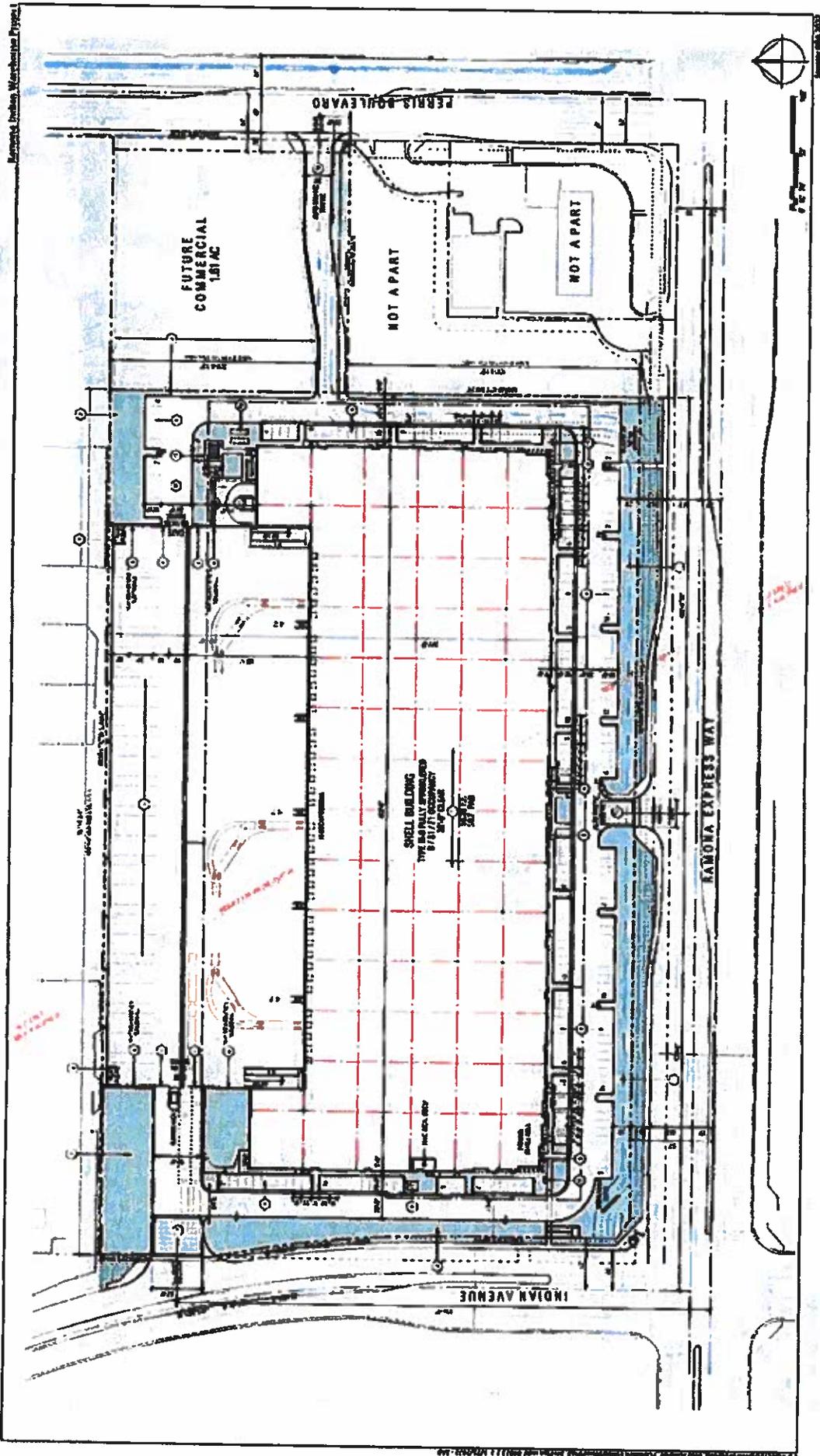
Developer
Proposed
12' WALL
FENCE 8'
NO MORE
mitigation?
14' wall?



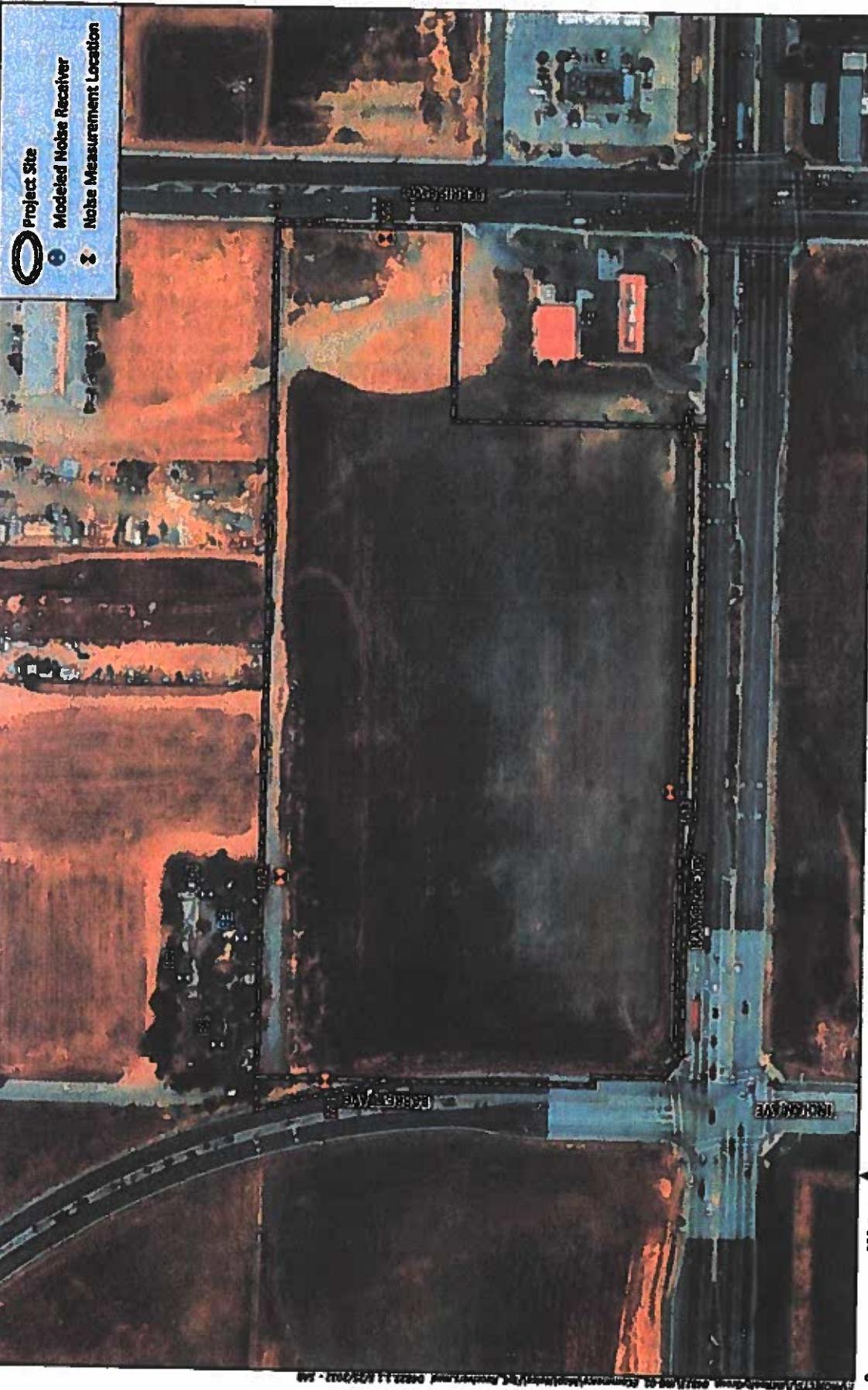


Aerial Photo

Figure 2



Rasmuson-Indian Warehouse Project



Source: Aerial (Waze, 2019)

Modeled Noise Receivers

Figure 4



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 31, 2023

SUBJECT: Annexation of PM 37988 to the City's Maintenance Districts
 Owner(s): IDIL Perris North 3, LP
 APN(s): 310-170-006, 310-170-009, 310-170-010, 310-170-011, 310-170-012, 310-220-057, and 310-220-058, located at the northeast corner of Ellis and Redlands Avenues
 Project: PM 37988- Industrial Buildings

REQUESTED ACTION: Open and Close of Public Hearing, Open 3 Ballots and Adoption of 3 Resolutions Ordering the Annexation of PM 37988 to the City's Maintenance Districts, Giving Final Approval to the Engineer's Reports, and the Levying of the 2022-2023 Assessments.

CONTACT: Stuart McKibbin, Contract City Engineer

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

On December 13, 2022, resolutions were approved stating the City Council's intention to annex this project into the City's maintenance districts and set a Public Hearing for January 31, 2023.

BUDGET (or FISCAL) IMPACT: The proposed maximum annual assessments are levied on the property within the annexation. They are subject to Standard Inflation Factors for CPI, plus energy and water. The current maximum annual assessments, by district, are as follows:

<u>Maintenance District</u>	<u>Maximum Annual Assessment</u>
Maintenance District No. 84-1 (streetlights & traffic signals)	\$30,254.62
Landscape Maintenance District (Parkways)	44,390.76
Landscape Maintenance District (Medians)	8,395.94
Flood Control Maintenance District No. 1	<u>8,491.50</u>
Total Maximum Annual Assessment	\$91,532.82

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____
Assistant City Manager MB
Deputy City Manager ER

Attachments:

1. Location Map
2. Resolution Ordering the Annexation of PM 37988 to MD 84-1, Giving Final Approval to the Engineer's Report, and the Levying of the 2022-2023 Assessments.
3. Resolution Ordering the Annexation of PM 37988 to LMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2022-2023 Assessments.
4. Resolution Ordering the Annexation of PM 37988 to FCMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2022-2023 Assessments.

Consent:

Public Hearing: x

Business Item:

Presentation:

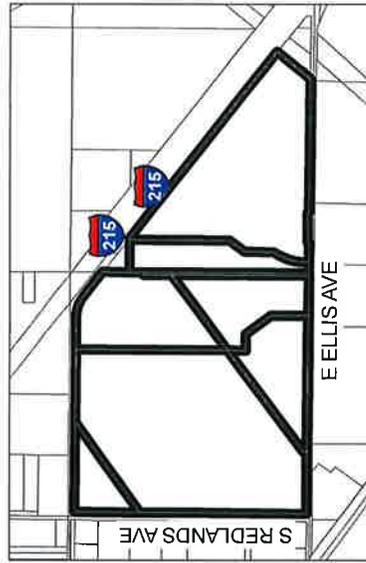
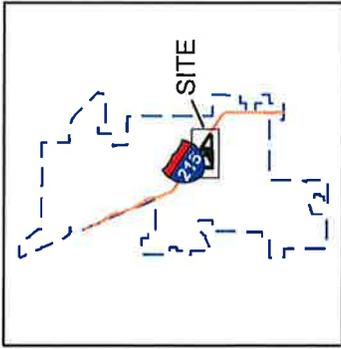
Other:

Attachment No. 1

Location Map

ANNEXATION OF PM 37988 TO CITY OF PERRIS MAINTENANCE DISTRICT NO. 84-1, LANDSCAPE MAINTENANCE DISTRICT NO. 1, AND FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

VICINITY MAP
NOT TO SCALE



Owner: IDIL Perris North 3, LP

Facility	Maximum Annual Assessment
Street lights & Traffic Signals	\$30,254.62
Landscaped Parkways	44,390.76
Landscaped Medians	8,395.94
Flood Control Facilities	8,491.50
Total Maximum Annual Assessment	\$91,532.82

Owner: IDIL Perris North 3, LP

MD 84-1

38 Street Lights

Contribution towards traffic signals at the intersection of:
 Redlands Avenue and Ellis Avenue 50%
 Ellis Avenue and Case Road 25%
 Murrieta Road and Case Road 50%
 Case Road and I-215 50%
 Mapes Road and I-215 50%



LMD 1

Redlands Avenue and Ellis Avenue parkways along the project boundaries. Ellis Avenue median along the frontage of PM 37988.

FCMD 1

Public flood control facilities including 42-inch reinforced concrete (RCP) storm drain pipes, and appurtenances that channel, contain and convey the storm flow away from the property.

Standard Inflation Factors (SIF)
 1) "CPI", Bureau of Labor Statistics (BLS)
 2) Southern California Edison rate increases
 3) Eastern Municipal Water District rate increases
 MD 84-1 Assessments include SIF 1 and 2
 LMD 1 and FCMD 1 Assessments include SIF 1, 2, and 3



Attachment No. 2

Annexation Resolution for MD 84-1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37988 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022/2023

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 13th day of December 2022, adopt its Resolution of Intention Number 6081 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Maintenance District Number 84-1 (the “District”), which Resolution of Intention Number 6081 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6081, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6081, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Maintenance District No. 84-1 and the annexation thereto, is 68-2651.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide for the energy and maintenance of streetlights and traffic signals that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved; and

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2022-2023 are hereby levied.

ADOPTED, SIGNED and APPROVED this 31st day of 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 31st day of January, 2023, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 3

Annexation Resolution for LMD No. 1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37988 TO BENEFIT ZONE 166, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 13th day of December 2022, adopt its Resolution of Intention Number 6084 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District Number 1 (the “District”), which Resolution of Intention Number 6084 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6084, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6084, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Landscape Maintenance District No. 1 and the annexation thereto, is 68-2652.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide landscape maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved; and

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2022-2023 are hereby levied.

ADOPTED, SIGNED and APPROVED this 31st day of 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 31st day of January, 2023, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 4

Annexation Resolution for FCMD No. 1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 3798 TO BENEFIT ZONE 132, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 13th day of December 2022, adopt its Resolution of Intention Number 6085 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Flood Control Maintenance District Number 1 (the “District”), and which a Notice of Public Hearing was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Notice on file in the office of the City Clerk; and

WHEREAS, after the adoption of Resolution Number 6085, said Resolution was duly posted in the time, form and manner as required by law, shown by the Affidavit of Posting on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6085, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6085, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Flood Control Maintenance District No. 1 and the annexation thereto, is 68-2657.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide flood control facility maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved; and

Section 4. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2022-2023 are hereby levied.

ADOPTED, SIGNED and APPROVED this 31st day of 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 31st day of January, 2023, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



11.C.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 31, 2023

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

REQUESTED ACTION:

- 1.) Open a public hearing on Annexation No. 10 to CFD 1-S and determine if there are any protests to the Annexation.
- 2.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body, of Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 10 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 10.
- 3.) Conduct the Special Election relating to Annexation No. 10.
- 4.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities Districts No. 1-S (South Perris Public Services) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 10, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

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

At its meeting on December 13, 2022, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District No. 1-S (South Perris Public Services) (the "District"), adopted Resolution No. 6086 ("Resolution of Intention"), Declaring its Intention to Annex Certain Territory to the District and setting the date of the public hearing to January 31, 2023 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the sole property owner (the "Owner") of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California.

The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

BUDGET (or FISCAL) IMPACT: The Annexation of territory into the District increases the tax base to fund the public services to be provided to the residents and businesses within the District. The levy of the Special Tax will begin in the fiscal year for which a building permit was issued prior to March 1st of the previous fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager WB

Deputy City Manager ER

Attachments:

1. Boundary Map
2. Resolution calling for special election
3. Resolution declaring results of election

Consent:

Public Hearing: x

Business Item:

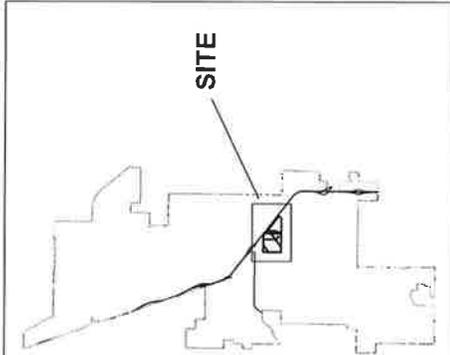
Presentation:

Other:

ATTACHMENT 1
BOUNDARY MAP

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

VICINITY MAP



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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

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

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

CITY CLERK _____
CITY OF PERRIS

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

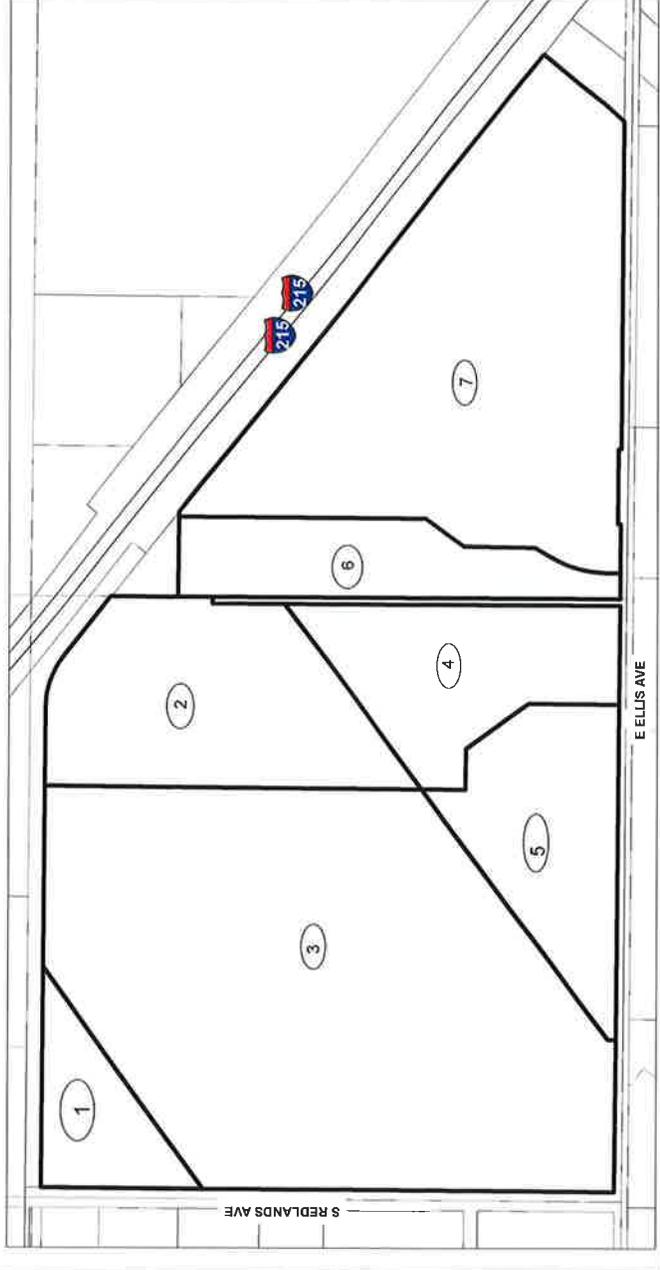
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON SEPTEMBER 12, 2006, IN BOOK 67 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2006-0674632.

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

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



Legend

- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



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

ATTACHMENT 2

**RESOLUTION CALLING FOR SPECIAL
ELECTION**

Resolution No. _____

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, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 10 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 10

WHEREAS, the City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris (the "District"), on December 13, 2022, has heretofore adopted its Resolution No. 6086 (the "Resolution of Intention") stating its intention to annex certain territory (the "Property") as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

WHEREAS, the Resolution of Intention set January 31, 2023 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

WHEREAS, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

WHEREAS, the public hearing was held on January 31, 2023; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

WHEREAS, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the January 31, 2023 public hearing; and

WHEREAS, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, California, as follows:

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

Section 2. Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation or within the existing District, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District or of the existing District. All protests and objections, if any, are hereby overruled.

Section 3. The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 10." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

Section 4. The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all that territory proposed to be annexed to the existing District is shown on a map as previously

approved by the Legislative Body, said map designated "Annexation Map No. 10 to Community Facilities District No. 1-S, (South Perris Public Services)," a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation No. 10 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 90, Page 24 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2022-0508132).

Section 5. The Council finds that the Services, generally described as fire protection and suppression services, and ambulance and paramedic services, including all furnishings, equipment and supplies related thereto; police protection services, including, but not limited to, criminal justice services, including all furnishings, equipment and supplies related thereto; park maintenance services, including all furnishings, equipment and supplies related thereto, as set forth in Exhibit "B" hereto, are necessary to meet the increased demand put upon the City as a result of the development within the District.

Section 6. Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit "A" attached hereto and incorporated herein by this reference. Exhibit "A" allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

Section 7. The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit "A" to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 1-S shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit "A," the Council shall, on behalf of Community Facilities District No. 1-S, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit "A," to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. The obligation to pay special taxes may be prepaid as set forth in Exhibit "A." Upon recordation of a notice of special tax lien pursuant to Streets and Highways Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied

and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

Section 8. Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 10 to the District and establishing an appropriations limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit "C."

Section 9. The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on January 31, 2023.

Section 10. It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 10 during each of the ninety (90) days preceding the closing of the January 31, 2023 public hearing regarding the levy of the special tax on the territory within Annexation No. 10 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on January 31, 2023, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

Section 11. If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

Section 12. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit "A" hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a

consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

Section 13. In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

Section 14. The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

Section 15. An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in population.

Section 16. The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

Section 17. The District shall constitute a single election pursuant for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North "D" Street, Perris, California 92570.

Section 18. The Office of the City Manager, 101 North "D" Street, Perris, California 92570, (909) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

Section 19. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in and Section 5 hereof and Proposition A referred to herein.

- B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.
- D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 20. The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

Section 21. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and APPROVED this 31st day of 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 31st 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. 1-S
SOUTH PERRIS PUBLIC SERVICES**

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

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

A. DEFINITIONS

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, parcel map, condominium plan, or other recorded County parcel map. An Acre means 43,560 square feet of land.

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

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

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

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

Assessor means the Assessor of the County of Riverside.

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

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

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

Base Year means Fiscal Year ending June 30, 2006.

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

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

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

County means the County of Riverside, California.

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

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

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

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

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

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

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

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

its use.

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

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

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

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

State means the State of California.

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

B. LAND USE CLASSIFICATION

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

C. MAXIMUM SPECIAL TAX RATES

**Table 1
Base Year
Maximum Special Tax Rates**

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

1. ESCALATION OF MAXIMUM SPECIAL TAX

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

2. MULTIPLE LAND USE CLASSES

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

D. METHOD OF APPORTIONMENT

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

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

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

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

E. COLLECTION OF SPECIAL TAXES

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

F. ADMINISTRATIVE CHANGES AND APPEALS

Any landowner who pays the Special Tax and claims the amount of the Special Tax levied on his or her Assessor's Parcel is in error shall first consult with the CFD Administrator regarding such error not later than twelve months after first having paid the first installment of the Special Tax that is disputed. If following such consultation, the CFD Administrator determines that an error has occurred, the CFD Administrator may amend the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action, if any by the CFD Administrator, the landowner believes such error still exists, such person may file a written notice with the City Manager or designee of the City appealing the amount of the Special Tax levied on such Assessor's Parcel. Upon the receipt of such notice, the City Manager or designee may establish such procedures as deemed necessary to undertake the review of any such appeal. The City Manager or designee thereof shall interpret this Rate and Method of Apportionment and make

determinations relative to the administration of the Special Tax and any landowner appeals. The decision of the City Manager or designee shall be final and binding as to all persons.

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

G. TERM OF SPECIAL TAX

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

Exhibit B

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

TYPES OF SERVICES TO BE FINANCED

Fire protection and suppression services, and ambulance and paramedic services, including all furnishings, equipment and supplies related thereto; police protection services, including, but not limited to, criminal justice services, including all furnishings, equipment and supplies related thereto; park maintenance services, including all furnishings, equipment and supplies related thereto (collectively, the "Services").

Exhibit C

**OFFICIAL BALLOT
TO BE OPENED ONLY BY THE CANVASSING BOARD**

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

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

January 31, 2023

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to **IDIL PERRIS NORTH 3, LP, LLC**, as owner or authorized representative of such sole owner of 216.98 acres of the land within Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 10 (the "Property") and represents two-hundred seventeen (217) of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 10 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services, including all furnishings, equipment and supplies related thereto; police protection services, including, but not limited to, criminal justice services, including all furnishings, equipment and supplies related thereto; park maintenance services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on JANUARY 31, 2023 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 10 pursuant to Article XIIB of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2022-2023 is \$429.68 per Single-Family Residential Unit, \$214.84 per Multi-Family Residential Unit and \$1,718.72 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?

YES
NO

Number of votes: **217**

Property Owner: **IDIL PERRIS NORTH 3, LP, LLC**

By: _____

ATTACHMENT 3

RESOLUTION DECLARING RESULTS OF
ELECTION

Resolution No. _____

Resolution No. _____

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 THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 10 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 10 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris (the "District"), does hereby resolve as follows:

WHEREAS, the Legislative Body called and duly held an election in the District pursuant to Resolution No. _____ adopted on January 31, 2023 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "Annexation No. 10" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 6086 adopted on December 13, 2022 (the "Resolution of Intention"); and

WHEREAS, the notice of election was published in the _____ on the _____ day of _____, 20___ including the full text of Resolution No. 6086; and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on January 31, 2023 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on January 31, 2023; and

WHEREAS, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the "Certificate of the Election Official"), a copy of which is attached hereto as Exhibit "A;"

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, California, as follows:

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

Section 2. The canvass of the votes cast in the Property to be annexed to the District at the special election held on January 31, 2023, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

Section 3. Proposition A presented to the qualified electors of the Property for receipt by the Election Official on January 31, 2023, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property, which shall be used for the purposes of fire protection and suppression services, and ambulance and paramedic services, including all furnishings, equipment and supplies related thereto; police protection services, including, but not limited to, criminal justice services, including all furnishings, equipment and supplies related thereto; park maintenance services, including all furnishings, equipment and supplies related thereto, as also set forth in Proposition A.

Section 4. The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

Section 5. The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

Section 6. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.
- B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.
- D. The City Manager, Deputy City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 7. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED and APPROVED this 31st day of 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 31st day of January, 2023, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

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

**CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on January 31, 2023, held in

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

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 31st day of January, 2023.

CITY OF PERRIS, CALIFORNIA, acting as the
LEGISLATIVE BODY OF THE COMMUNITY
FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS
PUBLIC SERVICES) OF THE CITY OF PERRIS

By: _____

City Clerk, Nancy Salazar

Resolution No. _____

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

**STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION**

	Qualified Landowner Votes	Total Votes Cast	YES	NO
City of Perris, Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 10, Special Election, January 31, 2023	217	_____	_____	_____

PROPOSITION A SUBMITTED TO VOTE OF VOTERS: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 10 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services, including all furnishings, equipment and supplies related thereto; police protection services, including, but not limited to, criminal justice services, including all furnishings, equipment and supplies related thereto; park maintenance services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on January 31, 2023 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 10 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population , where said Maximum Special Tax Rate for Fiscal Year 2022-2023 is \$429.68 per Single-Family Residential Unit, \$214.84 per Multi-Family Residential Unit and \$1,718.72 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: January 31, 2023

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

REQUESTED ACTION:

- 1.) Open a public hearing on Annexation No. 15 to Community Facilities District No. 2018-02 (Public Services District) and determine if there are any protests to the Annexation.
- 2.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 15 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 15.
- 3.) Conduct the Special Election relating to Annexation No. 15.
- 4.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities Districts No. 2018-02 (Public Services District) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 15, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

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

At its meeting on December 13, 2022, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District 2018-02 (Public Services District)

(the "District"), adopted Resolution No. 6087 ("Resolution of Intention"), Declaring its Intention to Annex Certain Territory to the District and setting the date of the public hearing to January 31, 2023 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California. The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

BUDGET (or FISCAL) IMPACT:

The Annexation of territory into the District increases the tax base to fund the public services to be provided to the residents and businesses within the District. The levy of the Special Tax will begin in the fiscal year for which a building permit was issued prior to May 1st of the previous fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

Deputy City Manager ER

Attachments:

1. Boundary Map
2. Resolution Calling for Special Election
3. Resolution Declaring Results of Election

Consent:

Public Hearing: x

Business Item:

Presentation:

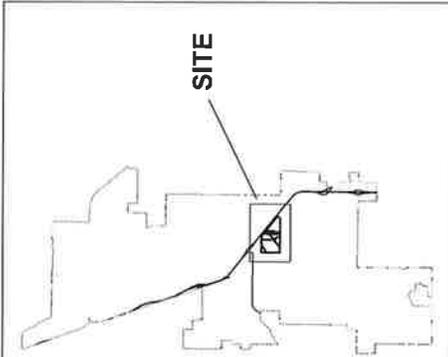
Other:

ATTACHMENT 1

BOUNDARY MAP

ANNEXATION MAP NO. 15 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	310-170-006
2	310-170-009
3	310-170-010
4	310-170-011
5	310-170-012
6	310-220-057
7	310-220-058

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

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

CITY CLERK
CITY OF PERRIS

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

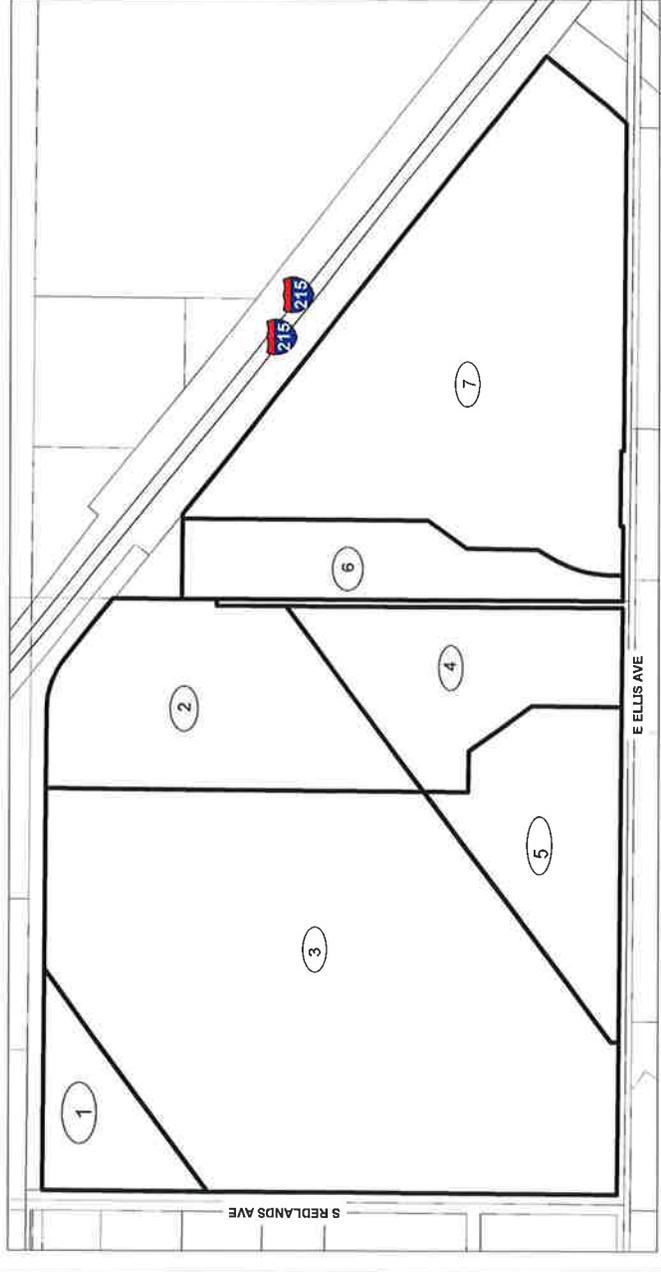
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 25, 2018, IN BOOK 65 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 28 AS INSTRUMENT NUMBER 2018-0421948.

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

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



Legend

- ① MAP REFERENCE NUMBER
- ⋯ CITY OF PERRIS BOUNDARY



27368 VIA INDUSTRIA, SUITE #200
RIVERSIDE, CA 92580
(951) 507-5500

ATTACHMENT 2

**RESOLUTION CALLING FOR SPECIAL
ELECTION**

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 15 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 15

WHEREAS, the City Council (the “Council”) of the City of Perris, California (the “City”), acting in its capacity as the legislative body (the “Legislative Body”) of the Community Facilities District No. 2018-02 (Public Services District) of the City of Perris (the “District”), on December 13, 2022, has heretofore adopted its Resolution No. 6087 (the “Resolution of Intention”) stating its intention to annex certain territory (the “Property”) as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

WHEREAS, the Resolution of Intention set January 31, 2023 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

WHEREAS, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

WHEREAS, the public hearing was held on January 31, 2023; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

WHEREAS, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the January 31, 2023 public hearing; and

WHEREAS, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, California, as follows:

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

Section 2. Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District. All protests and objections, if any, are hereby overruled.

Section 3. The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as “Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 15.” The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

Section 4. The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all that territory proposed to be annexed to the existing District as said property is shown on a map as previously approved by the Legislative Body, said map designated “Annexation Map No. 15 to Community Facilities District No. 2018-02, (Public Services District),” a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation No. 15 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 90, Page 25 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2022-0508133).

Section 5. The Council finds that the services authorized to be funded by the CFD and paid by the special taxes levied within the CFD (the “Services”) shall incorporate and have the meaning given to the term “services” in section 53313 of the Mello-Roos Community Facilities Act of 1982, as set forth in Exhibit “B” hereto are necessary to meet the increased demand put upon the City as a result of the development within Annexation No. 15.

Section 6. Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit “A” attached hereto and incorporated herein by this reference. Exhibit “A” allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

Section 7. The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit “A” to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2018-02 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit “A,” the Council shall, on behalf of Community Facilities District No. 2018-02, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit “A,” to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. Upon recordation of a notice of special tax lien pursuant to Streets and Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

Section 8. Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 15 to the District and establishing an appropriation limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit “C.”

Section 9. The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on January 31, 2023.

Section 10. It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 15 during each of the ninety (90) days preceding the closing of the January 31, 2023 public hearing regarding the levy of the special tax on the territory within Annexation No. 15 and establishing an appropriations limit therein and,

pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on January 31, 2023, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

Section 11. If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

Section 12. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit "A" hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

Section 13. In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

Section 14. The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

Section 15. An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in population.

Section 16. The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

Section 17. The question of levying a special tax and establishing an appropriations limit shall constitute a single election pursuant to Sections 53325.7, 53326 and 53353 of the Act for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North “D” Street, Perris, California 92570.

Section 18. The Office of the City Manager, 101 North “D” Street, Perris, California 92570, (951) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor’s parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

Section 19. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in and Section 5 hereof and Proposition A referred to herein.
- B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.
- D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 20. The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

Section 21. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and **APPROVED** this 31st day of 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 31st 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. 2018-02
(PUBLIC SERVICES DISTRICT)****SPECIAL TAX RATE AND METHOD OF APPORTIONMENT**

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

"Authorized Services" means those services eligible to be funded by CFD No. 2018-02, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2018-02 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2018-

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

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

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

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

“City” means the City of Perris, California.

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

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

“County” means the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of California.

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

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

B. ASSIGNMENT TO LAND USE CATEGORIES

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

C. MAXIMUM SPECIAL TAX RATE

1. Taxable Property

a. Maximum Special Tax

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

TABLE 1

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

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

b. Multiple Land Use Classes

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

c. Increase in the Maximum Special Tax

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

2. Non-Taxable Property

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

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

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

E. EXEMPTIONS

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

F. APPEALS AND INTERPRETATIONS

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

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

G. MANNER OF COLLECTION

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

H. FUTURE ANNEXATIONS

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

I. TERM OF SPECIAL TAX

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

Exhibit B

COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, ANNEXATION NO. 15

DESCRIPTION OF AUTHORIZED SERVICES

Authorized Services

The services authorized to be funded by the CFD and paid by the special taxes levied within the CFD (the "Services") are described below. For purposes of the CFD, the Services shall incorporate and have the meaning given to the term "services" in section 53313 of the Mello-Roos Community Facilities Act of 1982.

Additional Authorized Expenses

In addition, the following costs are authorized to be funded by the special taxes levied within the CFD:

(a) Administrative expenses including the costs incurred to determine, levy and collect the special taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of the special taxes on the property tax rolls, preparation of required reports, and any other costs incurred in the administration of the CFD by the City.

(b) Any amounts needed for operating reserves and capital reserves.

(c) Any amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years.

(d) To reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD.

Exhibit C

OFFICIAL BALLOT

TO BE OPENED ONLY BY THE CANVASSING BOARD

**COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)
OF THE CITY OF PERRIS, ANNEXATION NO. 15**

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

January 31, 2023

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to **IDIL PERRIS NORTH 3, LP**, as owner or authorized representative of such sole owner of 216.89 acres of the land within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 15 (the "Property") and represents 217 of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 15 to pay for the provision of all related administrative costs and expenses, necessary utility (water and electricity) costs, and related reserves for replacement of vehicles, equipment and facilities, including the costs incurred to determine, levy and collect the special taxes, including the compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of special taxes on the property tax rolls, preparation of required reports, and amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years, to reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD, any amounts needed for operating reserves and capital reserves, and any other costs incurred in the administration of the CFD by the City, as authorized in the Resolution calling election adopted on January 31, 2023 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 15 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2022-23 is \$21.060 per 1,000 square foot of building floor area?

YES

NO

Number of votes: 217
Property Owner: **IDIL PERRIS NORTH 3, LP**
By: _____

ATTACHMENT 3

RESOLUTION DECLARING RESULTS OF
ELECTION

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 15 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 15 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

The City Council (the “Council”) of the City of Perris, California (the “City”), acting in its capacity as the legislative body (the “Legislative Body”) of the Community Facilities District No. 2018-02 (Public Services District) of the City of Perris (the “District”), does hereby resolve as follows:

WHEREAS, the Legislative Body called and duly held an election in the District pursuant to Resolution No. XXXX adopted on January 31, 2023 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as “ANNEXATION No. 15” (the “Property”), a proposition for the levy of a special tax and the establishment of an appropriations limit (“Proposition A”) in accordance with the method set forth in Exhibit “A” to Resolution No. 6087 adopted on December 13, 2022 (the “Resolution of Intention”); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on January 31, 2023 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the “Election Official”) concurring therein; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the “Act”), the special election was held on January 31, 2023; and

WHEREAS, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the “Certificate of the Election Official”), a copy of which is attached hereto as Exhibit “A;”

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, California, as follows:

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

Section 2. The canvass of the votes cast in the Property to be annexed to the District at the special election held on January 31, 2023, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

Section 3. Proposition A presented to the qualified electors of the Property for receipt by the Election Official on January 31, 2023, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

Section 4. The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

Section 5. The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

Section 6. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.
- B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.
- D. The City Manager, Assistant City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 7. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED and **APPROVED** this 31st day of 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 31st day of January, 2023, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

**COMMUNITY FACILITIES DISTRICT NO. 2018-02
(PUBLIC SERVICES DISTRICT)
OF THE CITY OF PERRIS, ANNEXATION NO. 15**

**CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on January 31, 2023, held in

COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)
OF THE CITY OF PERRIS, ANNEXATION NO. 15

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 31st day of January, 2023.

CITY OF PERRIS, CALIFORNIA, acting as the
LEGISLATIVE BODY OF THE COMMUNITY
FACILITIES DISTRICT NO. 2018-02 (PUBLIC
SERVICES DISTRICT) OF THE CITY OF PERRIS

By: _____

City Clerk, Nancy Salazar

**COMMUNITY FACILITIES DISTRICT NO. 2018-02
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 15**

**STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION**

	Qualified Landowner Votes	Total Votes Cast	<u>YES</u>	<u>NO</u>
City of Perris, Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 15, Special Election, January 31, 2023	217	_____	_____	_____

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 15 to pay for the provision of all related administrative costs and expenses, necessary utility (water and electricity) costs, and related reserves for replacement of vehicles, equipment and facilities, including the costs incurred to determine, levy and collect the special taxes, including the compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of special taxes on the property tax rolls, preparation of required reports, and amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years, to reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD, any amounts needed for operating reserves and capital reserves, and any other costs incurred in the administration of the CFD by the City, as authorized in the Resolution calling election adopted on January 31, 2023 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 15 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population?



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** January 31, 2023
- SUBJECT:** Proposed Healthy Checkout Options at Commercial Establishments with Groceries Larger than 2,500 Square Feet Ordinance.
- REQUESTED ACTION:** Consider Introducing First Reading of Ordinance Number (next in order) Requiring Commercial Establishments with Groceries Larger than 2,500 Square Feet to Provide Healthy Food and Beverage Items as the “Default” Option at Checkout Aisles, which is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 7.50 TO TITLE 7 OF THE CITY OF PERRIS MUNICIPAL CODE ESTABLISHING HEALTHY CHECKOUT OPTIONS AT COMMERCIAL ESTABLISHMENTS WITH GROCERIES LARGER THAN 2,500 SQUARE FEET

CONTACT: Sabrina Chavez, Director of Community Services

BACKGROUND/DISCUSSION:

On March 8, 2022, Public Health Advocates introduced the *Healthy Options at Checkout* Campaign for Perris City Council discussion. The Healthy Options at Checkout Campaign for Healthier Cities is a campaign throughout California focused on adopting healthy retail policies by focusing on making healthy food options the default choice for families by adding nutrition standards to checkout aisles at larger local retail stores. On October 25, 2022, city staff brought back the item to City Council for review and discussion and was directed to prepare an ordinance for the City Council’s consideration with direction that the ordinance apply to commercial establishments with groceries larger than 2,500 square feet, such as Walmart Supercenter.

The proposed Ordinance would require that Perris commercial establishments with groceries larger than 2,500 square feet (“Commercial Establishments with Groceries”) would be required to provide healthy food and beverage items as the “default” option at checkout aisles. Fifteen businesses in Perris currently meet the criteria for the Healthy Options at Checkout Campaign, see Attachment 2. All commercial establishments with groceries were notified of the proposed ordinance and the City received two (2) inquiries from Stater Bros. Market and K&J Wholesale, inquiring about the workshop held on August 1, 2022 and the effective date of the ordinance;

additionally, Aldi grocery store in Perris expressed support for the campaign and ordinance through a letter of support, see Attachment 3. The proposed Ordinance would not prohibit a commercial establishment's ability to sell, or a consumer's ability to purchase, food or beverage items exceeding the nutritional guidelines required by the Ordinance.

Implementation of the proposed Ordinance is being proposed through a self-certification process. Qualifying Commercial Establishments with Groceries would receive and return a form certifying that they are in compliance with the proposed Ordinance. The proposed Ordinance would be enforceable through the use of the administrative citation procedure as set forth in Perris Municipal Code Chapter 1.18. Staff will host a series of workshops in preparation for the implementation of the proposed Ordinance to educate local businesses and allow sufficient time for compliance. If adopted by City Council, the proposed Ordinance would be effective July 1, 2023, and the City of Perris would be the first city in southern California to adopt the same ordinance.

Staff recommends that the City Council hold a public hearing and introduce the first reading of Ordinance (next in order) establishing commercial establishments with groceries larger than 2,500 square feet to provide healthy food and beverage items as the "default" option at checkout aisles.

BUDGET (or FISCAL) IMPACT:

There is no fiscal impact. The Healthy Options at Checkout will be implemented utilizing existing staff resources. If the Ordinance is adopted, implementation of the Ordinance will redirect existing staff time.

Prepared by: Crystal Lopez, Recreation and Public Services Manager

REVIEWED BY: Sabrina Chavez, Director of Community Services

City Attorney _____

Assistant City Manager LP

Deputy City Manager ER

Attachments:

1. Draft Ordinance
2. Commercial Establishments with Groceries List
3. City Council Submittal October 25, 2022

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:



CITY OF PERRIS

COMMUNITY SERVICES

ATTACHMENT 1: Draft Ordinance

ORDINANCE NO. (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 7.50 TO TITLE 7 OF THE CITY OF PERRIS MUNICIPAL CODE ESTABLISHING HEALTHY CHECKOUT OPTIONS AT COMMERCIAL ESTABLISHMENTS WITH GROCERIES LARGER THAN 2,500 SQUARE FEET

WHEREAS, the City Council desires to promote healthy food options for children and families and contribute to building a healthier community; and

WHEREAS, an important goal of the City of Perris is to foster an active and healthy lifestyle and implement innovative approaches to social problems; and

WHEREAS, over the past 30 years, the obesity, prediabetes, and diabetes rates in the United States has more than doubled; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), two-thirds (68.5%) of American adults are overweight or obese. In 2016, in the City of Perris, in Riverside County, State of California, 53% of adult residents were diagnosed with Pre-diabetes or Diabetes; and

WHEREAS, obese children are at least twice as likely as non-obese children to become obese adults and are at increased risk for serious health problems in adulthood, including heart disease, type 2 diabetes, asthma, and cancer; and

WHEREAS, obesity-related health conditions have serious economic costs. Estimated annual health care costs from obesity are \$190 billion – or 21 percent of total current health care spending – and are expected to rise substantially. Obesity-related annual medical expenditures in California are estimated at \$39.5 billion; and

WHEREAS, in 2010, the U.S. Department of Agriculture reported the top sources of calories for American children. Grain-based desserts ranked number one; soda and other sugar-sweetened beverages ranked number three; potato, corn, and other chips ranked number nine; and candy ranked number thirteen; and

WHEREAS, consumers are trying to make healthier purchases. A 2010 report found that 66 percent of shoppers say they are looking for ways to improve their health through the choices they make while grocery shopping, and 74 percent of shoppers say a top health concern is “managing or losing weight”; and

WHEREAS, despite consumers’ desires to select healthier foods, unhealthy foods are increasingly prevalent in checkout areas in a wide variety of retail stores. A recent national study of 8,617 stores – including supermarkets, convenience stores, drug stores, and dollar stores – in 468 communities found that 88 percent display candy at checkout and more than one-third (34%) sell sugar-sweetened beverages. Only 24 percent of the stores sell water at checkout, and only 13 percent sell fresh fruits or vegetables. Almost all supermarkets (91%) display candy at checkout, and 85 percent sell soda and other sugary drinks at checkout; and

WHEREAS, research increasingly shows that our food choices are strongly affected by the environments in which they are made. Therefore, making unhealthy foods and beverages available to consumers while they wait in checkout lines undermines consumers' efforts to purchase healthier foods. The presence of snacks near the register increases the likelihood that people will purchase those foods. In addition, most of the candy, soda, and chips in checkout aisles are placed at the eye level and within reach of children, providing a particular temptation for them; and

WHEREAS, the City Council believes that offering healthy food and beverage items at checkout aisles in commercial establishments with groceries will contribute to the overall health and well-being of children and families in Perris.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Recitals Incorporated. The City Council hereby adopts the recitals of this Ordinance as true and correct and such recitals are hereby incorporated by reference as though fully set forth in the text of this Ordinance.

Section 2. New Chapter 7.50. Chapter 7.50, entitled "Healthy Options at Checkout," is hereby added to Title 7 (Health and Welfare) of the City of Perris Municipal Code to read in its entirety as follows:

"CHAPTER 7.50. HEALTHY OPTIONS AT CHECKOUT

7.50.010 - Findings and Purpose.

7.50.020 - Definitions.

7.50.030 – Healthy Checkout Options.

7.50.040 – Enforcement.

7.50.050 – Violation—Penalty.

7.50.060 – Effective Date.

7.50.010 Findings and Purpose.

According to the Centers for Disease Control and Prevention (CDC), two-thirds (68.5%) of American adults are overweight or obese. In 2016, in the City of Perris, in Riverside County, State of California, 53% of adult residents were diagnosed with Pre-diabetes or Diabetes. The purpose of this Chapter is to support families by offering them healthy food and beverage items at checkout aisles and the choice to avoid high-calorie, low-nutrient food when they do their grocery shopping.

7.50.020 Definitions.

For purposes of this Chapter, the following words and phrases shall have the following meanings:

- A. **Checkout Area.** Any area that is accessible to a customer of a commercial establishment with groceries that is within six-feet of any Register, or an area where a commercial establishment with groceries may direct customers to wait in line to make a purchase. This may also be referred to as checkout aisle.
- B. **Commercial Establishment with Groceries.** A commercial establishment larger than 2,500 square feet which sells groceries including food products and produce, household items and packaged alcoholic beverages as an incidental commodity to the establishment.
- C. **Register.** A cash register or similar device that calculates the sale of goods, holds money, and displays the amount of sales to a customer.
- D. **Small Business.** An independently owned and operated business that is not dominant in its field of operation with 5 employees or fewer.

7.50.030 Healthy Checkout Options

- A. A commercial establishment with groceries that sells beverage items at the checkout aisle shall make the default beverage options the following:
 - 1. Water, including carbonated water with no added caloric sweeteners;
 - 2. Coffee or tea with no added caloric sweeteners (permissible condiments include sugar, sugar substitutes, milk, and creamer products);
 - 3. Fat-free or one percent (1%) low-fat dairy milk or calcium- and vitamin D-fortified soymilk with fewer than two hundred (200) calories per container;
 - 4. One hundred percent (100%) fruit juice or fruit juice combined with water or carbonated water, with no added caloric sweeteners, in a size no greater than twelve (12) fluid ounces;
 - 5. One hundred percent (100%) vegetable juice with no added caloric sweeteners, no more than two hundred (200) milligrams of sodium per container, and in a size no greater than twelve (12) fluid ounces; or
 - 6. Low-calorie beverages that have no more than forty (40) calories per container.

B. A commercial establishment with groceries that sells food items at the checkout aisle shall make the default food items, per package, the following:

1. No more than two hundred (200) calories;
2. No more than thirty-five percent (35%) of calories (or seven grams) from fat, with the exception of packages that contain one hundred percent (100%) nuts or seeds;
3. No more than ten percent (10%) of calories (or two grams) from saturated fat, with the exception of packages that contain one hundred percent (100%) nuts or seed;
4. Zero grams of trans fat;
5. No more than thirty-five percent (35%) of calories (or ten grams) from total sugars, with the exception of fruits and vegetables that do not contain added sweeteners or fats and yogurts that contain no more than thirty (30) grams of total sugars per eight-ounce container;
6. No more than two hundred (200) milligrams of sodium; and
7. Meet at least one of the following standards:
 - i. Consist of sugar-free chewing gum;
 - ii. Contain a quarter cup of fruit, non-fried vegetables, or fat-free/low-fat dairy;
 - iii. Contain one ounce of nuts or seeds or one tablespoon of nut butter;
 - iv. Contain at least fifty percent (50%) of the grain ingredients from whole grain, determined by the product listing whole grain as the first ingredient; or
 - v. Contain ten percent (10) of the Daily Value (DV) of a naturally occurring nutrient of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).

7.50.040 Enforcement.

- A. The City is hereby authorized to issue all rules and regulations consistent with this Ordinance, including, but not limited to, fees for re-inspection.
- B. The City may require a commercial establishment with groceries to provide such information as may be necessary to determine the establishment's compliance with this Chapter.
- C. Commercial establishments with groceries that are 2,500 square feet or smaller may be subject to this Chapter on a voluntary basis.
- D. This Chapter shall not be enforced where its enforcement is prohibited by applicable law, including, without limitation, applicable federal and State law.

7.50.050 Violation—Penalty.

In addition to all other available remedies at law, this Chapter shall be enforceable through the use of the administrative citation procedures set forth in Perris Municipal Code Chapter 1.18.

7.50.060 Effective Date.

This Chapter and the legal requirements set forth herein shall take effect and be in force July 1, 2023.

Section 3. CEQA. The City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Ordinance makes policy changes to the City’s rules and regulations pertaining to the display of foods in retail food markets to better protect the public health, safety and welfare.

Section 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 5. Effective Date. The Ordinance shall take effect on July 1, 2023.

Section 6. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this __ day of _____, 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, DO HEREBY CERTIFY that the foregoing Ordinance Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the __ day of _____, 2023, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, Nancy Salazar



CITY OF PERRIS

COMMUNITY SERVICES

ATTACHMENT 2: Grocery Store List



CITY OF PERRIS

COMMUNITY SERVICES

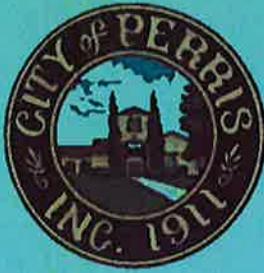
Commercial Establishments larger than 2,500 Square Feet in the City of Perris

Grocery Stores	Address	Status
1. Cardenas	2560 N Perris Blvd, Perris, CA 92571	No response
2. Aldi	80 Citrus Ave, Perris, CA 92571	Yes, currently sells some healthy items at checkout.
3. Food 4 Less	1688 N Perris Blvd Ste E, Perris, CA 92571	No response
4. Cardenas	460 E 4th St, Perris, CA 92570	New store added
5. Stater Bros. Market	47 W Nuevo Rd, Perris, CA 92571	No response
6. Winco Foods	3150 Case Rd, Perris, CA 92570	No response
7. Del Pueblo Market (K& J Wholesale)	2131 N Perris Blvd Perris CA 92571	No response
8. La Favorita Market	546 Indian Hills Cir, Perris, CA 92570	No response
9. La Favorita Super Market	546 Indian Hills Cir, Perris, CA 92570	No response
10. La Playita Bakery	323 S D St, Perris, CA 92570	No response
11. Los Junior's Market	510 W 4th St, Perris, CA 92570	No response
12. Perris Supermarket	437 S D St, Perris, CA 92570	No response
13. Walmart Supercenter	1800 N Perris Blvd, Perris, CA 92571	Requested to be added at CC Meeting
14. Dollar General	525 W 4th St, Perris, CA 92570	New addition; met the criteria of ordinance
15. Dollar General	2560 N Perris Blvd, Perris, CA 92571	New addition; met the criteria of ordinance



CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 3:
City Council Submittal October
25, 2022



12.A.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: October 25, 2022

SUBJECT: Consideration of the Healthy Options at Checkout Campaign Requiring Grocery Stores Larger than 2,500 Square Feet in the City of Perris to Provide Healthy Food and Beverage Items as the “Default” Option at Checkout Aisles.

REQUESTED ACTION: Review, Discuss, and Provide Direction on the Healthy Options at Checkout Campaign Requiring Grocery Stores Larger than 2,500 Square Feet to Provide Healthy Food and Beverage Items as the “Default” Option at Checkout Aisles in Grocery Stores.

CONTACT: Sabrina Chavez, Director of Community Services

BACKGROUND/DISCUSSION:

On March 8, 2022, Public Health Advocates presented a *Healthy Options at Checkout Campaign* for Perris City Council discussion. The Healthy Options at Checkout Campaign for Healthier Cities is a campaign throughout California focused on adopting healthy retail policies by focusing on making healthy food options the default choice for families by adding nutrition standards to checkout aisles at larger local retail stores. The City Council directed staff to bring the item back to City Council for discussion after completion of additional outreach to the community and local affected businesses. Staff has attached the recommendation for the Healthy Options at Checkout Campaign requirements in Attachment 1.

In 2021, Public Health Advocates partnered with the Boys & Girls Club of Inland Valley-Perris to conduct advocacy outreach to local organizations and businesses for the Healthy Options at Checkout Campaign. City staff worked closely with Public Health Advocates and the Boys & Girls Club of Inland Valley- Perris, to outreach to local businesses and invite them to an in-person and virtual workshop. Boys & Girls Club conducted in-store visits and phone banking to outreach to local businesses and the City mailed out two (2) separate letters inviting local business establishments to the workshop and informing them of the campaign and future ordinance. City staff mailed packets to a total of 12 businesses (see Attachment 2) that met the criteria for the Healthy Options at Checkout Campaign. As referenced in Attachment 3, the mailing packets included a letter, information on the campaign, and physical and electronic surveys available to business owners asking them to provide feedback on the Healthy Options at Checkout Campaign.

On August 1, 2022, staff conducted a workshop inviting local grocery store establishments to provide feedback on the proposed campaign and ordinance. No feedback or questions were received by staff on the subject. In addition, the City received one completed (1) survey from K&J Wholesale, see Attachment 4 for survey response, and two (2) inquiries from two local grocery stores (Stator Bros. Market and K&J Wholesale) inquiring about the workshop and effective date of the future ordinance. Aldi grocery store in Perris expressed support for the campaign and ordinance, see Attachment 5 for letter of support.

Staff requests that City Council provide direction to staff to consider options on proceeding with the Healthy Options at Checkout campaign. If asked to proceed, staff will bring back the first reading of the ordinance at a future City Council meeting.

BUDGET (or FISCAL) IMPACT:

There is no fiscal impact. The Healthy Options at Checkout will be implemented using existing staff resources.

Prepared by: Crystal Lopez, Recreation and Public Services Manager

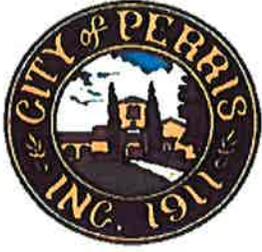
REVIEWED BY:

City Attorney _____
Assistant City Manager MB
Deputy City Manager ER

Attachments:

1. Healthy Options at Checkout Requirements
2. Grocery Store List
3. Sample Mailing Packet
4. Survey Response
5. Letter of Support
6. March 8, 2022 City Council Staff Report on Introduction of Healthy Options at Checkout Campaign

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



CITY OF PERRIS
COMMUNITY SERVICES

**ATTACHMENT 1:
Healthy Options at
Checkout Requirements**

Healthy Options at Checkout Requirements

The Healthy Options at Checkout campaign recommends to require grocery stores 2,500 square feet or larger to meet the standards of healthy checkout campaign for food and beverages sold at checkout areas.

Definitions:

- A. **Checkout Area.** Any area that is accessible to a customer of a Grocery Stores that is within six feet of any register; or in an area where Grocery Stores direct customers to wait in line to make a purchase. May also be referred to as Checkout "aisle."
- B. **Grocery Store.** A commercial establishment larger than 2,500 square feet which provides food products, produce, household items and packaged alcoholic beverages as an incidental commodity to the establishment.
- C. **Register.** A cash register or similar device that calculates the sales of goods, holds money, and displays the amount of sales for the customer.
- D. **Small Business.** An independently owned and operated business that is not dominant in its field of operation. Small businesses and grocery stores under 2,500 square feet will participate on a voluntary basis.

Qualifying Food and Beverage Categories:

- A. A grocery store that sells beverage items at the check-out aisle shall make the default beverage options the following:
 - 1. Water, including carbonated water with no added caloric sweeteners;
 - 2. Coffee or tea with no added caloric sweeteners (permissible condiments include sugar, sugar substitutes, milk, and creamer products);
 - 3. Fat-free or one percent (1%) low-fat dairy milk or calcium- and vitamin D-fortified soymilk with fewer than two hundred (200) calories per container;
 - 4. One hundred percent (100%) fruit juice or fruit juice combined with water or carbonated water, with no added caloric sweeteners, in a size no greater than twelve (12) fluid ounces;
 - 5. One hundred percent (100%) vegetable juice with no added caloric sweeteners, no more than two hundred (200) milligrams of sodium per container, and in a size no greater than twelve (12) fluid ounces; or
 - 6. Low-calorie beverages that have no more than forty (40) calories per container.
- B. A grocery store that sells food items at the check-out aisle shall make the default food items, per package, the following:
 - 1. No more than two hundred (200) calories;
 - 2. No more than thirty-five percent (35%) of calories (or seven grams) from fat, with the exception of packages that contain one hundred percent (100%) nuts or seeds;
 - 3. No more than ten percent (10%) of calories (or two grams) from saturated

fat, with the exception of packages that contain one hundred percent (100%) nuts or seed;

- 4. Zero grams of trans fat;**
- 5. No more than thirty-five percent (35%) of calories (or ten grams) from total sugars, with the exception of fruits and vegetables that do not contain added sweeteners or fats and yogurts that contain no more than thirty (30) grams of total sugars per eight-ounce container;**
- 6. No more than two hundred (200) milligrams of sodium; and**
- 7. Meet at least one of the following standards:**
 - i. Consist of sugar-free chewing gum;**
 - ii. Contain a quarter cup of fruit, non-fried vegetables, or fat-free/low-fat dairy;**
 - iii. Contain one ounce of nuts or seeds or one tablespoon of nut butter;**
 - iv. Contain at least fifty percent (50%) of the grain ingredients from whole grain, determined by the product listing whole grain as the first ingredient; or**
 - v. Contain ten percent (10) of the Daily Value (DV) of a naturally occurring nutrient of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).**



CITY OF PERRIS
COMMUNITY SERVICES

**ATTACHMENT 2:
Grocery Store List**



CITY OF PERRIS

COMMUNITY SERVICES

Grocery Stores Larger than 2,500 Square Feet in the City of Perris

Grocery Stores	Address	Status
1. Cardenas	2560 N Perris Blvd, Perris, CA 92571	No response
2. Aldi	80 Citrus Ave, Perris, CA 92571	Yes, currently sells some healthy items at checkout.
3. Food 4 Less	1688 N Perris Blvd Ste E, Perris, CA 92571	No response
4. Rio Ranch Market	460 E 4th St, Perris, CA 92570	No response
5. Stater Bros. Market	47 W Nuevo Rd, Perris, CA 92571	No response
6. Winco Foods	3150 Case Rd, Perris, CA 92570	No response
7. Del Pueblo Market (K& J Wholesale)	2131 N Perris Blvd Perris CA 92571	No response
8. La Favorita Market	546 Indian Hills Cir, Perris, CA 92570	No response
9. La Favorita Super Market	546 Indian Hills Cir, Perris, CA 92570	No response
10. La Playita Bakery	323 S D St, Perris, CA 92570	No response
11. Los Junior's Market	510 W 4th St, Perris, CA 92570	No response
12. Perris Supermarket	437 S D St, Perris, CA 92570	No response



CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 3:
Sample Mailing Packet



CITY OF PERRIS

COMMUNITY SERVICES

July 20, 2022

Re: City Proposition of Healthy Retail Checkout Ordinance

Dear Local Business Owner/ Manager,

The City of Perris is drafting an ordinance that will require local grocery stores establishments that are 2,500 square feet or larger to replace unhealthy food and beverage items from check-out areas and substitute those items with healthier items. This proposed ordinance hopes to encourage healthier options for children and parents by offering alternatives to avoid high calorie, low nutrient foods at check-out.

The proposed ordinance will uphold the efforts of the City of Perris to encourage healthier living and combat the high rates of obesity and diabetes, in addition to the other negative health impacts attributed by unhealthy food and beverage item consumption. Furthermore, it will support the City's Healthy Eating Active Living (HEAL) Campaign, the Live Well Perris Campaign and continue the plan to build a healthy community as proposed under the Healthy Community Element in the General Plan.

The City recognizes the importance of discussion on this matter prior to adoption of the ordinance and invites your comments or questions through the following methods:

- You are invited to attend a meeting, specifically for grocery store establishments, on this item. The meeting will be held on Monday August 1, 2022 at 10:00 am in the City Council Chambers Conference Room, 101 North D. St. Perris. Please RSVP to Crystal Lopez.
- You are invited to complete an anonymous survey regarding this subject via the following website: <https://www.surveymonkey.com/r/OXQKV2R> OR by Scanning the QR code below OR complete the enclosed paper survey and return to the specified address any time prior to Wednesday, August 6, 2022.
- You can email, send a letter or call staff directly with comments, questions or concerns at:

Crystal Lopez

clopez@cityofperris.org

(951) 943-6100 ext. 234

Emmanuel Marquez

emarquez@cityofperris.org

(951) 943-6100 ext. 269

The City thanks you for your attention to this matter and looks forward to receiving your feedback. Enclosed is additional information and the anonymous survey.



Best regards,

Wendell Bugtal

Assistant City Manager

City of Perris



CITY OF PERRIS

COMMUNITY SERVICES

July 25, 2022

Re: City Proposition of Healthy Retail Checkout Ordinance Follow-Up Reminder

Dear Local Business Owner/ Manager,

The City of Perris is drafting an ordinance that will require local grocery stores establishments that are 2,500 square feet or larger to replace unhealthy food and beverage items from check-out areas and substitute those items with healthier items. This proposed ordinance hopes to encourage healthier options for children and parents by offering alternatives to avoid high calorie, low nutrient foods at check-out.

The proposed ordinance will uphold the efforts of the City of Perris to encourage healthier living and combat the high rates of obesity and diabetes, in addition to the other negative health impacts attributed by unhealthy food and beverage item consumption. Furthermore, it will support the City's Healthy Eating Active Living (HEAL) Campaign, the Live Well Perris Campaign and continue the plan to build a healthy community as proposed under the Healthy Community Element in the General Plan.

The City recognizes the importance of discussion on this matter prior to adoption of the ordinance and invites your comments or questions through the following methods:

- You are invited to attend a meeting, specifically for grocery store establishments, on this item. The meeting will be held on Monday August 1, 2022 at 10:00 am in the City Council Chambers Conference Room, 101 North D. St. Perris. Please RSVP to Crystal Lopez.
- Join via Zoom: 850 7553 1978 or <https://us06web.zoom.us/j/85075531978>
- You are invited to complete an anonymous survey regarding this subject via the following website: <https://www.surveymonkey.com/r/QXQKV2B> OR by Scanning the QR code below OR complete the enclosed paper survey and return to the specified address any time prior to Wednesday, August 6, 2022.
- You can email, send a letter or call staff directly with comments, questions or concerns at:

Crystal Lopez

clopez@cityofperris.org

(951) 943-6100 ext. 234

Emmanuel Marquez

emarquez@cityofperris.org

(951) 943-6100 ext. 269

The City thanks you for your attention to this matter and looks forward to receiving your feedback. Enclosed is additional information and the anonymous survey.

Best regards,

Wendell Bugtai
Assistant City Manager
City of Perris



PERRIS

Healthy Options at Checkout

CAMPAIGN



77%

of Perris Voters Support
a Healthy Options at
Checkout Policy

\$39.5
BILLION

Economic cost of diabetes in
California in 2017

The placement of food and beverages in stores plays a key role in determining what products people purchase and consume. Perris residents may want to **make healthier food choices**, but it is difficult when they are continually seduced to consume cheap, ready-to-eat foods high in **salt, saturated fat, and added sugars**.

Added sugars contribute to elevated risk of **dental cavities, heart disease, and Type 2 diabetes**. The burden of diabetes has tripled in the last 30 years and continues to rise across the nation. In California, the economic cost of diabetes in 2017 was **\$39.5 billion**, with \$27 billion spent on direct medical care and \$12.5 billion on indirect costs.

*"The number one thing
we've heard from our
customers is the desire for
healthier food options."*
CVS, 2016

1
1/2

SUGARY DRINKS ARE THE LARGEST SOURCE OF ADDED SUGAR IN THE AMERICAN DIET AND THE LARGEST SOURCE OF CALORIES IN CHILDREN'S DIETS, PROVIDING NEARLY HALF OF CHILDREN'S SUGAR INTAKE.^{4,5}

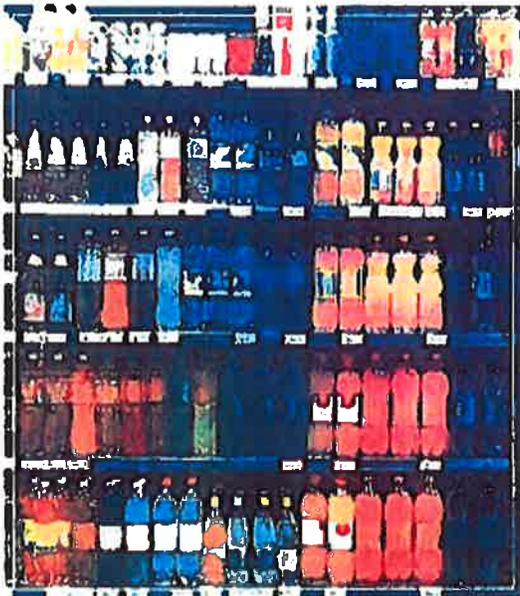
	California	Riverside County	Perris
Childhood Overweight and Obesity ⁶	40%	40%	44%
Adults with Prediabetes or Diabetes ⁷	46%	48%	53%

Given the **alarming rates of obesity among children** and the millions of dollars in healthcare costs associated with the epidemics of obesity and diabetes, **the time is now for localities, stores, and parents to work together to increase the availability of healthier foods and drinks in checkout aisles, which is one of the main purchase points.**



“As a parent with three daughters, it can be a struggle to checkout without the crying for chocolate and candy.”

Perris Mother, 2021



Support parents, protect Kids

Backroom deals between stores and food manufacturers shape the layout of today's grocery stores and markets. Some stores—like Aldi, Raley's, and CVS—are leading the way in making important steps toward improving options available near the cash register. Others continue to fill their checkout aisles with large product displays designed to encourage the impulsive purchase of products **high in sugar, salt, and fat.**

Municipalities generally have the authority to regulate commercial products and practices to protect the public's health, safety, and general welfare. The City of Berkeley adopted the first healthy checkout aisle policy in 2019 and similar policies are being considered in the cities of Fresno, Richmond, and Stockton.

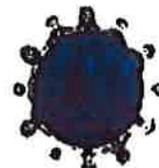
For more information, contact Monica Acevedo Guerrero at MG@PHAdvocates.org or 844-962-5900 x360.



**PUBLIC HEALTH
ADVOCATES**



**BOYS & GIRLS CLUBS
OF INLAND VALLEY**



Love 4 Life

1. M3 Public Opinion Poll.
2. American Diabetes Association (2020). "The Burden of Diabetes in California." Factsheet.
3. Center for Science in the Public Interest (2016). "Why Healthy Checkout?" Factsheet.
4. Guthrie JJ, Manton JF. Food sources of added sweeteners in the diets of Americans. J Am Diet Assoc. Jan 2000;100(1):43-51.

5. U.S. Department of Agriculture and U.S. Department of Health and Human Services. Dietary Guidelines for Americans. 2010, 7th Edition, Washington, DC: U.S. Government Printing Office.
6. California Dept. of Education, Physical Fitness Testing Research Files (Dec. 2018).
7. PHAdvocates (2012). Overweight and Obesity among Children by California Cities. 2010.
8. PHAdvocates (2016). Prediabetes in California: Nearly Half of California Adults on Path to Diabetes.
9. 2013-14 California Health Interview Survey.



**PUBLIC HEALTH
ADVOCATES**

**Perris Healthy Options at Checkout Campaign:
Perris 2022 Store Manager's Survey**

Public Health Advocates wants to know what grocery shopping in Perris is like in your store! Please complete this Survey.

1. Please identify your store name: _____
2. How important is purchasing healthy foods to the general public?
 Very Important Somewhat important Not really important Not at all important
3. What do you think are your shoppers' primary motivations when deciding what to buy at the grocery store?
 Costs/Affordable Prices Healthy Foods /Nutrition Necessities Snacks Variety
4. How often do your store shoppers buy something they see displayed at check-out?
 Always Usually Sometimes Rarely Never
5. What do you think influences them to make a last-minute purchase at check out?
 Impulse Forgot Something Need for an immediate snack
6. When your shoppers are making a last minute purchase at checkout, they most likely to reach for:
 Healthy Snacks Healthy beverages Unhealthy snacks Unhealthy beverages
7. Healthy Check-Out lines are lines that offer healthy food snacks and beverage items at the register or waiting aisles. If A Healthy Check-Out line were available, which of the following healthy items would your shoppers be most likely to purchase?
 Healthy Snacks Healthy beverages Unhealthy snacks Unhealthy beverages
8. At your store are your shoppers the parent or caregiver of any children?
 Yes No
9. How likely are the children to be with your shoppers when they grocery shop at your store?
 Always Sometimes Rarely Never
10. At your store, when checking out, shoppers' children are most likely to reach for:

Healthy Snacks Healthy beverages Unhealthy snacks Unhealthy beverages

11. How important to you is it that items at checkouts encourage healthy snacking at your store?

Very Important Somewhat important Not so important Not at all important

12. How much do most items at your store's checkouts encourage healthy snacking?

Very much so a little Not really Not at all

13. When available, how affordable are the healthy food options at your store's checkout?

Very affordable Affordable Reasonable Not affordable

14. How likely do you think your shoppers are to come back to a store with healthy items at checkouts?

Very Likely Likely Neither likely nor unlikely Unlikely Very Unlikely

15. Please indicate whether your store stocks any type of healthy item at Check-Outs:

16. Which healthy food items do you anticipate being purchased more if your store were to have a Healthy Check-Out?

17. How do you best describe yourself?

American Indian or Alaska Native Asian or Asian American Black/ African American
 Latino or Hispanic White/Caucasian Native Hawaiian or other Pacific Islander Other

18. Which of the following best describes you?

Ages 18- 24 Ages 25-34 Ages 35-44 Ages 45-54 Ages 55-64 Ages 64+

19. Please complete Name, Email or Phone number if you would like your store to be involved in a Healthy Check-Out Implementation Program:

Please Submit Your Survey:

Mail to:

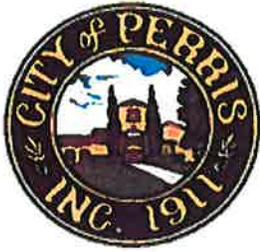
*City of Perris
Attn: Public Health Division
101 North D St.,
Perris, CA 92570*

Email:

livewell@cityofperris.org

Online:





CITY OF PERRIS
COMMUNITY SERVICES

**ATTACHMENT 4:
Survey Response**



**PUBLIC HEALTH
ADVOCATES**

**Perris Healthy Options at Checkout Campaign:
Perris 2022 Store Manager's Survey**

Public Health Advocates wants to know what grocery shopping in Perris is like in your store! Please complete this Survey.

1. Please Identify your store name: K&J Wholesale
2. How important is purchasing healthy foods to the general public?
 Very Important Somewhat important Not really important Not at all important
3. What do you think are your shoppers' primary motivations when deciding what to buy at the grocery store?
 Costs/Affordable Prices Healthy Foods /Nutrition Necessities Snacks Variety
4. How often do your store shoppers buy something they see displayed at check -out ?
 Always Usually Sometimes Rarely Never
5. What do you think influences them to make a last-minute purchase at check out?
 Impulse Forgot Something Need for an immediate snack
6. When your shoppers are making a last minute purchase at checkout, they most likely to reach for:
 Healthy Snacks Healthy beverages Unhealthy snacks Unhealthy beverages
7. Healthy Check-Out lines are lines that offer healthy food snacks and beverage items at the register or waiting aisles. If A Healthy Check-Out line were available, which of the following healthy items would your shoppers be most likely to purchase?
 Healthy Snacks Healthy beverages Unhealthy snacks Unhealthy beverages
8. At your store are your shoppers the parent or caregiver of any children?
 Yes No
9. How likely are the children to be with your shoppers when they grocery shop at your store?
 Always Sometimes Rarely Never
10. At your store, when checking out, shoppers' children are most likely to reach for:

Healthy Snacks Healthy beverages Unhealthy snacks Unhealthy beverages

11. How important to you is it that items at checkouts encourage healthy snacking at your store?

Very Important Somewhat important Not so important Not at all important

12. How much do most items at your store's checkouts encourage healthy snacking?

Very much so a little Not really Not at all

13. When available, how affordable are the healthy food options at your store's checkout?

Very affordable Affordable Reasonable Not affordable

14. How likely do you think your shoppers are to come back to a store with healthy items at checkouts?

Very Likely Likely Neither likely nor unlikely Unlikely Very Unlikely

15. Please indicate whether your store stocks any type of healthy item at Check-Outs:

not really.

16. Which healthy food items do you anticipate being purchased more if your store were to have a Healthy Check-Out?

Healthy chips, beverages, snacks.

17. How do you best describe yourself?

American Indian or Alaska Native Asian or Asian American Black/ African American
 Latino or Hispanic White/Caucasian Native Hawaiian or other Pacific Islander Other

18. Which of the following best describes you?

Ages 18-24 Ages 25-34 Ages 35-44 Ages 45-54 Ages 55-64 Ages 64+

19. Please complete Name, Email or Phone number if you would like your store to be involved in a Healthy Check-Out Implementation Program.

[Redacted]

Please Submit Your Survey:

Mail to:

City of Perris
Attn: Public Health Division
101 North D St.,
Perris CA 92570

Email:

livewell@cityofperris.org

Online:





CITY OF PERRIS
COMMUNITY SERVICES

**ATTACHMENT 5:
Letter of Support**

July 6, 2022

Honorable Mayor and City Council
City of Perris
101 N D St,
Perris, CA 92570

RE: Support for Perris's Healthy Options at Checkout Ordinance

Honorable Mayor and City Council,

Aldi Perris in joint efforts with Public Health Advocates strongly supports the Perris Healthy Options at Checkout Ordinance. We at Aldi Perris believe that this policy would make healthy food options the default choice for Perris families by adding nutrition standards to checkout aisles that would require retail stores to replace sugar-sweetened beverages and food items with more than 5 grams of added sugars and with more than 250 mg of sodium with healthier options such as water and yogurts, trail mix, etc.

Aldi has served the Perris community since 2021. Aldi's believes in being a faster, easier, and smarter way to save money on high-quality groceries and more.

44% of children in Perris are at an unhealthy weight. Beverages high in sugar are one of the largest sources of calories in children's diets, providing nearly half of children's added sugars intake, and typically don't offer any positive nutritional value. Kids who drink sugary drinks have greater odds of being at an unhealthy weight than those who consume little or no sugary drinks.

Getting a snack in these "grab-and-go" venues used to be a special treat, but these days families are persuaded by the layout of their grocery stores to make these impulse purchases. Despite Perris consumers trying to make healthier purchases, unhealthy foods are prevalent in checkout areas in most retail stores. A national study of 8,600 stores – including supermarkets, convenience stores, drug stores, and dollar stores – found that 88 percent display candy at checkout and one-third (34 percent) sell sugar-sweetened beverages. Only 24 percent of stores sell water at checkout, and only 13 percent sell fresh fruits or vegetables at checkout. Almost all supermarkets (91 percent) display candy and 85 percent sell soda and other sugary drinks at checkout. The aim of placing food and beverages at checkout is to induce unplanned purchases; thus, unhealthy checkout options undermine consumers' efforts to purchase healthier foods.

Retail stores play a key role in protecting Perris children and families. Replacing unhealthy foods with healthier options is one way to help families make healthier choices. Evidence from a wide range of fields (including retirement plans, organ donation, and food/nutrition) shows that people tend to stick with defaults and that setting beneficial defaults has high rates of acceptability. The City of Berkeley adopted the first healthy checkout aisle policy in 2019 and similar policies are being considered in the cities of Stockton, Richmond, and Fresno.

A healthy options at checkout ordinance is a common-sense measure to support parents' efforts to protect their children's health. We ask for the City Council's wholehearted support.

Sincerely,



Marco Morales
Manager
ALDI

In Collaboration with Public Health Advocates and Boys & Girls Club of Inland Valley



Public Health Advocates
Mónica Acevedo Guerrero
844.962.5900, x259

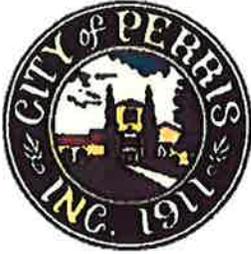


Boys & Girls Club of Inland Valley
Julia Burch
323.407.4816



CITY OF PERRIS
COMMUNITY SERVICES

**ATTACHMENT 6:
March 8, 2022 City Council Staff Report
on Introduction of Healthy Options at
Checkout Campaign**



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: March 8, 2022

SUBJECT: Introduction of Healthy Options at Check-out Campaign for a Healthy Perris by Public Health Advocates

REQUESTED ACTION: Review, Discuss and Provide Direction on the Healthy Options at Check-out Campaign for a Healthy Perris

CONTACT: Sabrina Chavez, Community Services Director *SC*

BACKGROUND/DISCUSSION:

Public Health Advocates is an agency that brings a public health lens to today's most pressing issues, working with communities to reform systems and establish norms that foster justice, equity and health through the development and implementation of policies and campaigns. Through the efforts of Public Health Advocates and local organizations, in 2017, Perris became the first city in Southern California to approve an ordinance requiring that healthy drinks be the default beverage served with kids' meals at restaurants.

Public Health Advocates will be introducing a presentation on the Healthy Options at Check-out Campaign and the steps that are needed to implement the proposed campaign in Perris. The Healthy Options at Check-out Campaign for Healthier Cities is a campaign throughout California focused on adopting healthy retail policies to address the burden of chronic diseases such as diabetes and obesity. The campaign focuses on making healthy food options the default choice for families by adding nutrition standards to checkout aisles at larger local retail stores. The nutrition standards would include replacing sugar-sweetened beverages and food items with more than 5 grams of added sugars and more than 250 mg of sodium, with healthier options such as water, 100% fruit or vegetable juice, yogurt, or trail mix. The City of Berkeley passed and implemented this ordinance in 2020 and Public Health Advocates is currently working in the cities of Stockton and Fresno, with Perris being the only southern California city.

Staff respectfully requests City Council to provide direction to staff to consider options on proceeding with the campaign. Should staff be directed to proceed, staff will return to present an update on data findings and the proposed draft ordinance.

BUDGET (or FISCAL) IMPACT:

No fiscal impact.

Prepared by: Crystal Lopez, Public Health Supervisor *ll*

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director _____

Attachments: 1) Perris Data Infographic

Consent:

Public Hearing:

Business Item: X

Presentation:

Other:



CITY OF PERRIS
COMMUNITY SERVICES

**ATTACHMENT 1:
Perris Data Infographic**

Healthy Options at Checkout

FOR A HEALTHY PERRIS



WHY INCLUDE HEALTHIER FOOD OPTIONS AT CHECKOUT AREAS?

Living close to healthy food retail is associated with **better eating habits** and decreased risk for obesity and diet-related diseases.



When residents shop locally for **healthy foods**, they support local businesses and the economic benefit stays closer to home.

PERRIS RESIDENTS WANT CONVENIENCE AND GROCERY STORES TO OFFER HEALTHIER OPTIONS.



77% of Perris residents support the freedom to reach for healthy snacks when checking out.

More than **3 in 5** Perris residents know soda and junk food companies place marketing tactics and products at checkout to target kids, specifically.



4 in 5 Perris residents support restricting junk food to a designated aisle.

WHAT ARE PERRIS RESIDENTS SAYING ABOUT THE IMPLEMENTATION OF THE POLICY?



As Perris residents we need to think ahead for the future of our children
- Perris resident



Too many sweets at the checkout line. I am diabetic, and would prefer healthier choices.
- Perris resident



Many times, I have to go out of Perris to buy healthy food
- Perris resident



Many young children, teenagers, and adults are overweight due to the consumption of junk foods. Hopefully this campaign can help make Perris a healthier and happier place.
- Perris resident



JOIN THE HEALTHY OPTIONS AT CHECKOUT CAMPAIGN TO ADVOCATE FOR HEALTHY FOOD OPTIONS AT CHECKOUT!



SCAN THE QR CODE TO SHOW YOUR SUPPORT!



Make sure to add your contact information in the Support Cards to be entered into a raffle to win up to two \$50 gift cards!



For more information please contact **MONICA ACEVEDO GUERRERO** at MG@PHAdvocates.org or at 844.962.5900 ext 259





CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 31, 2023

SUBJECT: Introduction of Community Engagement Program and Art Mural Program under the City of Perris Public Art Initiative

REQUESTED ACTION: Consideration to receive and file the new Community Engagement Program and Art Mural Program under the City of Perris Public Art Initiative

CONTACT: Sabrina Chavez, Director of Community Services

BACKGROUND/DISCUSSION:

On October 8, 2019, the City established the Public Art Fee to fund the City's Public Art Initiative to develop public art projects throughout the City and provide art enrichment related activities to the community. The Public Art Initiative continues to establish ongoing efforts to preserve the City's identity and culture, inspire youth to develop their passion in the arts, work with professional artists and create resource opportunities to implement objectives. In 2019, the City held a series of civic engagement opportunities that resulted in positive feedback geared towards enhancing the city's legacy, culture, history and diversity through public art. Since 2019, the city has implemented ongoing programming for the community that include, Mariachi, Ballet, Hip-Hop, Concerts in the Park, and the completed mural in Downtown Perris.

Ongoing efforts to further implement the city's Public Art Initiative, staff is proposing two new programs—the Community Engagement Sponsorship Program ("Sponsorship Program"), and the Public Art Mural Program ("Mural Program"). The proposed Sponsorship Program intends to support local organizations through monetary sponsorships and in-kind services to provide community events that integrate culture and public art to enhance community vitality in Perris. The proposed Mural Program will support local artists to develop public art pieces that cultivate the City's rich history, promote its diverse culture to preserve its identity, and beautify the city to create a vibrant community. The Mural Program intends to provide guidance to local artists and property owners while creating opportunities for organic connections between local artists, youth from local schools, and local businesses in Perris to promote community vitality through public art.

Staff briefed the Parks and Recreation Committee and was directed to move forward with the proposed programs and a budget request at mid-year for \$185,000 from available Public Art DIF

Fund to support the implementation of both programs, with \$85,000 being allocated for the Community Engagement Sponsorship Program, and \$100,000 for the Art Mural program. Staff will be presenting program details before the City Council, as well as promoting upcoming workshops for local artists and community members to learn more about how they can help support the celebration of diverse culture in the community through public art through these new programs. Staff will be hosting community workshops beginning in February to introduce the Sponsorship program and provide guidance through the application process.

BUDGET (or FISCAL) IMPACT:

There is no fiscal impact at this time. The budget to implement the Community Engagement Sponsorship Program and the Public Art Mural Project will be requested during Fiscal Year 2022-2023 Mid-Year Budget amendment for City Council consideration.

Prepared by: Crystal Lopez, Recreation and Public Services Manager

REVIEWED BY: Sabrina Chavez, Director of Community Services

City Attorney _____

Assistant City Manager MB

Deputy City Manager ER

Attachments:

Consent:

Public Hearing:

Business Item: X

Presentation:

Other: