



*For further information on an agenda item, please contact  
the City at 101 North "D" Street, or call (951) 943-6100*

## **AMENDED**

### **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**

**Tuesday, April 11, 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 Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 1 case
- B. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 3 cases:
  - 1. City of Menifee v. City of Perris CVRI2203040
  - 2. Panattoni Development Company, Inc. v. City of Perris CVRI2203028
  - 3. Cado Menifee, LLC v. City of Perris CVR12203602

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

**2. *ROLL CALL:***

Nava, Corona, Rabb, Nava, Vargas

**3. INVOCATION:**

Pastor Marvin Gonzalez  
Casa de Oracion  
1895 Weston Rd. 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: NO PRESENTATIONS**

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

**7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:**

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

*This is the time when any member of the public may bring a matter to the attention of the Mayor and the City Council that is within the jurisdiction of the City Council. The Ralph M. Brown act limits the Mayor's, City Council's and staff's ability to respond to comments on non-agendized matters at the time such comments are made. Thus, your comments may be agendized for a future meeting or referred to staff. The City Council may discuss or ask questions for clarification, if desired, at this time. **Public comment is limited to three (3) minutes.***

**9. APPROVAL OF MINUTES:**

A. Consideration to approve the minutes of the Special Joint City Council Meeting held on March 7, 2023, the Special Joint City Council Worksession held on March 9, 2023 and the Regular Joint Meeting held on March 14, 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 approve the Plans and Specifications, Award a Public Works Construction Contract to Hardy & Harper, Inc. and Reject all other Bids for the 2023 Citywide Pavement Rehabilitation Project (CIP S002).

- B. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of TR 36647 to Maintenance District Number 84-1. TR 36647 is located on Evans Road, north of Ramona Expressway. (APN(s): 302-150-049 and 302-150-050) (Owner(s): Pulte Home Co.)

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 TR 36647 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 TR 36647 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 TR 36647 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 MAY 30, 2023

- C. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of TR 36647 to Landscape Maintenance District Number 1. TR 36647 is located on Evans Road, north of Ramona Expressway. (APN(s): 302-150-049 and 302-150-050) (Owner(s): Pulte Home Co.)

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 170 TR 36647 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 TR 36647 TO BENEFIT ZONE 170, 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 170, 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 170, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF TR 36647 TO BENEFIT ZONE 170, 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 MAY 30, 2023

- D. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of TR 36647 to Flood Control Maintenance District Number 1. TR 36647 is located on Evans Road, north of Ramona Expressway. (APN(s): 302-150-049 and 302-150-050) (Owner(s): Pulte Home Co.)

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 TR 36647 TO BENEFIT ZONE 135, 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 MAY 30, 2023

- E. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of TR 36647 to CFD 2001-3 (North Perris Public Safety District)-Annexation No. 56. TR 36647 is located on Evans Road, north of Ramona Expressway. (APN(s): 302-150-049 and 302-150-050) (Owner(s): Pulte Home Co.)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 56]

- F. Consideration to approve the Green Business Certification Inc. SITES® Certification Agreement and Confirmation of Agent's Authority for Enchanted Hills Park located at 1400 Weston Road, Perris, CA 92570.
- G. Consideration to award a contract to Deark E&C, Inc. for Construction Services of the Mercado Park Splash Pad Water Recirculation Project located at 925 south D Street, Perris, CA 92570.
- H. Consideration to approve a Real Property Donation Agreement and Joint Escrow Instructions ("Land Donation Agreement") regarding Donation to the City of Perris of Real Property located at the northeast corner of Old Nuevo Road and West Nuevo Road. (APN(s) 311-050-002 and 305-240-034)
- I. Consideration to approve the purchase of one (1) Toyota RAV4 Hybrid Vehicle from Toyota of Riverside, for Public Works.
- J. Consideration to approve a Contract with NPG Asphalt for pavement repairs at multiple locations City-wide.
- K. Consideration to award a contract to South Coast Copy Systems for City Copier Contract Lease.
- L. Consideration to approve Extension of Time No. 23-05063 a request for Tentative Tract Map No. 36797 associated with Development Plan Review 15-00012 located at the northeast corner of Wilson Avenue and Water Avenue. (Applicant: Emad Bolous, SA REFKA, LLC)
- M. Consideration to approve Extension of Time No. 22-05388 a request for Tentative Tract Map No. 37816 located at north of Ethanac Road, south of Field Stone Drive, between Goetz Road and Green Valley Parkway. (Applicant: Rick Rush with Tri Pointe Homes)
- N. Consideration to adopt the Second Reading of Proposed Ordinance Number 1425 approving Development Agreement (DA) 22-05297 for specific project improvements and community benefits, and Specific Plan Amendment (SPA) to facilitate construction of a 950,224 Square Foot Industrial Facility and Commercial Development located on the southerly side of Ramona Expressway between Nevada Road and Webster Avenue. (APN(s) 317-120-021, 317-130-017, -021, -025, -048) (Applicant: Daniel Sachs of DECA Perris Land Co, LLC)

The Second Reading of Proposed Ordinance Number 1425 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 21-05218 TO REZONE 42.22 ACRES OF A LARGER 49.17-ACRE SITE FROM BUSINESS PARK OFFICE (BPO) ZONE AND COMMERCIAL (C) ZONE TO LIGHT INDUSTRIAL (LI) ZONE AND TO REMOVE A PLANNED/UNIMPROVED STREET, DAWES AVENUE, FROM THE CIRCULATION PLAN IN THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN (PVCCSP) AND APPROVING DEVELOPMENT AGREEMENT 22-05297 FOR SPECIFIC PROJECT IMPROVEMENTS AND COMMUNITY BENEFITS TO FACILITATE THE DEVELOPMENT OF A 950,224 SQUARE FOOT INDUSTRIAL WAREHOUSE AND 37,215 SQUARE FOOT COMMERCIAL DEVELOPMENT PROJECT AND MAKING FINDINGS IN SUPPORT THEREOF.

- O. Consideration to adopt Proposed Resolution Number (next in order) and approve Settlement Agreements and Participation Forms and approve the State-Subdivision Agreements relating to the National Opioid Settlements with Teva, Allergan, Walmart, Walgreens and CVS.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AUTHORIZING THE CITY OF PERRIS TO ENTER INTO THE MASTER SETTLEMENT AGREEMENTS WITH CVS, ALLERGAN, TEVA, WALMART AND WALGREENS (INCLUDING THE RELATED PARTICIPATION AGREEMENTS); AGREE TO THE TERMS OF THE RELATED STATE-SUBDIVISION AGREEMENTS AND AUTHORIZE ENTRY INTO THE RELATED STATE-SUBDIVISION ALLOCATION AGREEMENTS WITH THE ATTORNEY GENERAL; AND AUTHORIZING THE CITY MANAGER TO CARRY OUT FURTHER RELATED ACTS

- P. Consideration to approve the City's Check Register for the month of January 2023.

**11. PUBLIC HEARINGS:**

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

- A. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 20-00017 to the City’s Maintenance Districts. 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, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 20-00017 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 DPR 20-00017 TO BENEFIT ZONE 168, 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 DPR 20-00017 TO BENEFIT ZONE 133, 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

(This item was continued from the March 28, 2023 City Council meeting)

Introduced by: Interim City Engineer John Pourkazemi

**PUBLIC COMMENT**

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

OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 54 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 54 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 54 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN  
(This item was continued from the March 28, 2023 City Council meeting)

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- C. 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 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. 17 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 17

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. 17 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 17 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN  
(This item was continued from the March 28, 2023 City Council meeting)

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- D. Consideration to adopt Resolution No. (next in order) to adopt the Mitigated Negative Declaration (MND) 2377 and the Mitigation Monitoring and Reporting Program (MMRP), and approve Specific Plan Amendment 22-05052, Tentative Parcel Map 22-05029 (TPM-38386), and Development Plan Review 20-00020 to facilitate the construction of a 330,804 square foot industrial warehouse building, based on the findings and the Conditions of Approval; and Introduce First Reading of Ordinance No. (next in order) approving Specific Plan Amendment 22-05052 to remove Russell Way, a paper/unimproved street, subject to the information contained in the staff report and making findings in support thereof; The project is located on the west side of Redlands Avenue between E. Rider Street and Placentia Avenue. (APN(s) 300-250-010, -011, -012, -013, -014, -015 and -016) (Applicant: Michael Johnson of Lake Creek Industrial, LLC) (Continued from February 28, 2023 City Council meeting):

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, ADOPTING MITIGATED NEGATIVE DECLARATION NO. 2377 (STATE CLEARINGHOUSE #2022110113), AND THE MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING TENTATIVE PARCEL MAP 22-05029 (38386), AND DEVELOPMENT PLAN REVIEW 20-00020, TO DEVELOP A 330,804 SQUARE FOOT NON-REFRIGERATED INDUSTRIAL WAREHOUSE DEVELOPMENT PROJECT ON 20.14 ACRES, BASED UPON FINDINGS HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL AND THE MITIGATION MONITORING AND REPORTING PROGRAM

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, INCORPORATING THE FINDINGS & DETERMINATIONS RELATING TO AND ADOPTION OF MITIGATED NEGATIVE DECLARATION NO. 2377 (STATE CLEARINGHOUSE #2022110113) AND THE RELATED MITIGATION MONITORING AND REPORTING PROGRAM AS PROVIDED IN RESOLUTION NO. (NEXT IN ORDER); AND APPROVING SPECIFIC PLAN AMENDMENT 22-05052 TO THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN (PVCCSP) TO REMOVE RUSSELL WAY, A PAPER/UNDEVELOPED STREET FROM THE PVCCSP CIRCULATION PLAN TO FACILITATE THE DEVELOPMENT OF A 330,804 SQUARE FOOT NON-REFRIGERATED INDUSTRIAL WAREHOUSE LOCATED ON THE WEST SIDE OF REDLANDS AVENUE AND MAKING FINDINGS IN SUPPORT THEREOF; or

Continue off-calendar.

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

- E. Consideration to adopt Proposed Resolution Numbers (next in order) approving the Draft Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING THE DRAFT FY 2023-2024 ANNUAL ACTION PLAN WITH PROPOSED FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERAL ENTITLEMENT PROGRAM

Introduced by: Director of Economic Development and Housing Michele Ogawa

PUBLIC COMMENT

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

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

- A. Consideration and discussion of the Draft March Air Reserve Base (MARB) Compatible Use Study.

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

- B. Consideration to Receive and File the CGI Communications Perris Video Tour.

Introduced by: Public Information Officer Stephen Hale

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.*

**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>

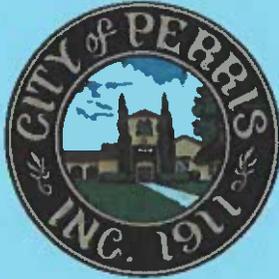
Facebook:

<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:** April 11, 2023

**SUBJECT:** Approval of Minutes

**REQUESTED ACTION:** Approve the Minutes of the Special Joint City Council Meeting held on March 7, 2023, the Special Joint City Council Worksession held on March 9, 2023, and the Regular Joint City Council Meeting held on March 14, 2023

**CONTACT:** Nancy Salazar, City Clerk *NS*

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**BACKGROUND/DISCUSSION:** None

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

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

**REVIEWED BY:**

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

- Attachments:
1. Minutes-March 7, 2023-Special Joint City Council Meeting
  2. Minutes-March 9, 2023-Special Joint City Council Worksession
  3. Minutes-March 14, 20223-Regular Joint City Council Meeting

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

# ATTACHMENT 1

Minutes-March 7, 2023 Special Joint City Council Meeting

## ***CITY OF PERRIS***

### MINUTES:

Date of Meeting: March 7, 2023

06:30 PM

Place of Meeting: City Council Chambers

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

**Mayor Vargas called the Special City Council meeting to order at 6:32 p.m.**

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

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

**Staff Member's Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Khuu, Director of Development Services Phung, Director of Administrative Services Amozgar, Interim City Engineer Pourkazemi, Assistant City Clerk Haughney and City Clerk Salazar**

3. **CLOSED SESSION:**

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

**The City Council adjourned to Closed Session at 6:33 p.m.**

A. **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

4. **ADJOURNMENT:**

**Report on Closed Session: City Attorney Khuu reported that the City Council met in Closed Session to discuss the items listed on the agenda. He noted that an update was given, direction was given to staff, but no reportable action was taken.**

**There being no further business the Mayor adjourned the Special City Council meeting at 7:47 p.m.**

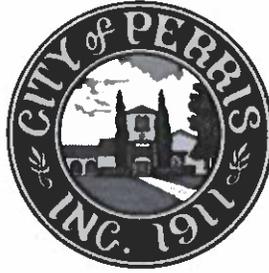
**Respectfully Submitted,**

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**Nancy Salazar, City Clerk**

# ATTACHMENT 2

Minutes-March 9, 2023 Special Joint City Council Worksession



*For further information on an agenda item, please contact  
the City at 101 North "D" Street, or call (951) 943-6100*

**MINUTES  
SPECIAL JOINT WORKSESSION 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 AND THE PLANNING COMMISSION  
OF THE CITY OF PERRIS**

**Thursday, March 9, 2023  
4:00 P.M.**

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

**1. CALL TO ORDER: 4:00 P.M.**

**The Special Joint City Council and Planning Commission  
Worksession was cancelled due to lack of a quorum.**

**2. ROLL CALL:**

**3. PUBLIC COMMENT:**

**4. WORKSESSION:**

**5. ADJOURNMENT:**

Respectfully Submitted,

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Nancy Salazar, City Clerk

# ATTACHMENT 3

Minutes-March 14, 2023 Regular Joint City Council Meeting

## ***CITY OF PERRIS***

### MINUTES:

Date of Meeting: March 14, 2023

06:30 PM

Place of Meeting: City Council Chambers

### CLOSED SESSION

**Mayor Vargas called the Closed Session to order at 5:37 p.m.**

### 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, Interim City Engineer Pourkazemi, Director of Development Services Phung and Director of Economic Development and Housing Ogawa.**

- A. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 2 cases
- B. 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 CVRI2203602

**City Attorney Khuu noted that the City Council would meet in Closed Session to discuss the items listed on the agenda.**

**The City Council adjourned to Closed Session at 5:37 p.m.**

- 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, Interim City Engineer Pourkazemi, Police Captain Sims, Battalion Chief Scovill, 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:

Chaplain Doug Brockmeier  
Calvary Chapel Perris Valley  
3060 Barrett Ave. Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:

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

5. REPORT ON CLOSED SESSION ITEMS:

**City Attorney Khuu reported that the City Council met in Closed Session to discuss the items listed on the agenda. He noted that direction was given to staff, 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 President Alexa Flores.**

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

**The Mayor called for Public Comment. The following people spoke at Public Comment:**

**Greg Carter**

**Ignacio Valdivia**

9. APPROVAL OF MINUTES:

- A. Approved the minutes of the Regular Joint Meeting held on February 28, 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.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

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

- A. Adopted Resolution Numbers 6148, 6149 and 6150 regarding Initiation of Annual Proceedings for City's Maintenance Districts (FY 2023/2024).

Resolution Number 6148 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2023/2024 IN THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

Resolution Number 6149 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2023/2024 IN THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

Resolution Number 6150 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2023/2024 IN THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

- B. Adopted the Second Reading of Ordinance Number 1424 Authorizing the Levy of a Special Tax within CFD 2023-1 (Rockview Heights). CFD 2023-1 is located at the southwest corner of Metz Road and A Street.

The Second Reading of Ordinance Number 1424 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. 2023-1

(ROCKVIEW HEIGHTS) OF THE CITY OF PERRIS  
AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID  
DISTRICT

- C. Approved a Joint Global Settlement Agreement and Release between, Toby Quintos, @Work Personnel Services, and the City of Perris regarding a joint employer claim.
- D. Adopted Resolution Number 6151 terminating the Proclamation of a Local Emergency within the City of Perris Declared in Response to COVID-19.

Resolution Number 6151 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, TERMINATING THE PROCLAMATION OF A LOCAL EMERGENCY WITHIN THE CITY OF PERRIS DECLARED IN RESPONSE TO COVID-19

- E. Approved the City of Perris 2022 Annual Progress Report for the General Plan Housing Element.
- F. Approved the City’s Check Register for the months of November 2022 and December 2022.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb 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 6152 and 6153 and adopted the First Reading of Ordinance Number 1425 regarding Specific Plan Amendment (SPA) 21-05218, Tentative Parcel Map (TPM-38292), Development Plan Review (DPR 21-00013, Conditional Use Permit (CUP) 21-05216, and Development Agreement (DA) 22-05297 a 950,224 Square Foot Industrial Facility and commercial development located on the southerly side of Ramona Expressway between Nevada Road and Webster Avenue. (APN(s) 317-120-021, 317-130-017, -021, -025, -048) (Applicant: Daniel Sachs of DECA Perris Land Co, LLC)

Resolution Numbers 6152 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA CERTIFYING THE ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE 2022040023) PREPARED FOR THE RAMONA GATEWAY PROJECT TO CONSTRUCT A 950,224

SQUARE-FOOT, REFRIGERATED WAREHOUSE DISTRIBUTION FACILITY, AND COMMERCIAL DEVELOPMENT INCLUDING 1) TENTATIVE PARCEL MAP TO SUBDIVIDE 49.17 ACRES INTO EIGHT (8) PARCELS, RANGING IN SIZE FROM 0.80 TO APPROXIMATELY 42.22 ACRES; 2) DEVELOPMENT PLAN REVIEW FOR THE SITE PLAN AND BUILDING ELEVATIONS; AND 3) CONDITIONAL USE PERMIT TO PERMIT A VEHICLE FUEL STATION WITH A CONVENIENCE STORE, CAR WASH, FOUR DRIVE-THROUGHS ESTABLISHMENTS WITHIN THE PROPOSED COMMERCIAL DEVELOPMENT, AND ADOPTING THE PROPOSED MITIGATION MONITORING AND REPORT PROGRAM AND A STATEMENT OF OVERRIDING CONSIDERATIONS, BASED UPON THE STATEMENT OF FACTS AND FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND THE MITIGATION MONITORING AND REPORTING PROGRAM

Resolution Number 6153 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING TENTATIVE PARCEL MAP 21-05219 (TPM 38292), DEVELOPMENT PLAN REVIEW 21-00013, CONDITIONAL USE PERMIT 21-05216, TO FACILITATE THE CONSTRUCTION OF A 950,224-SQUARE-FOOT WAREHOUSE FACILITY AND A 37,215 SQUARE FOOT COMMERCIAL CENTER BASED UPON THE FINDINGS HEREIN AND SUBJECT TO CONDITIONS OF APPROVAL.

The First Reading of Ordinance Number 1425 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 21-05218 TO REZONE 42.22 ACRES OF A LARGER 49.17-ACRE SITE FROM BUSINESS PARK OFFICE (BPO) ZONE AND COMMERCIAL (C) ZONE TO LIGHT INDUSTRIAL (LI) ZONE AND TO REMOVE A PLANNED/UNIMPROVED STREET, DAWES AVENUE, FROM THE CIRCULATION PLAN IN THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN (PVCCSP) AND APPROVING DEVELOPMENT AGREEMENT 22-05297 FOR SPECIFIC PROJECT IMPROVEMENTS AND COMMUNITY BENEFITS TO FACILITATE THE DEVELOPMENT OF A 950,224 SQUARE FOOT INDUSTRIAL WAREHOUSE AND 37,215 SQUARE FOOT COMMERCIAL DEVELOPMENT PROJECT AND MAKING FINDINGS IN SUPPORT THEREOF.

**This item was introduced by Director of Development Services Kenneth Phung and turned over to Planning Manager Patricia Brenes for the presentation on this item.**

**City Attorney Khuu noted that 8 comment letters had been received, after the posting of the agenda, and had been distributed to the City Council.**

**Applicant Dan Sachs spoke on behalf of the projet.**

**The Mayor opened the Public Hearing at 6:59 p.m.**

**The following people spoke at Public Comment:**

**Elias Fernandez**

**Patrick Avila**

**John Sisley**

**Stacy Dedeaux**

**Marwan Alabbasi**

**Salvador Mora Jr.**

**Jeff Hopkins**

**Hugo Gaspar**

**Allen Lynch**

**Alex Ruelas Jr.**

**Ignacio Valdivia**

**Jorge Guardado**

**Juan Munoz**

**Jose Garcia**

**Brett Del Valle**

**The Mayor closed the Public Hearing at 7:25 p.m.**

**Councilmember Rogers left the City Council Chambers at 7:34 p.m. and returned at 7:37 p.m.**

**Councilmember Rabb left the City Council Chambers at 7:43 p.m. and returned at 7:44 p.m.**

**The following Councilmember's spoke:**

**Corona**

**Rabb**

**Rogers**

**Nava**

**Vargas**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Adopt Resolution Numbers 6152 and 6153 and the First Reading of Ordinance Number 1425.

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

NOES: Marisela Nava

ABSENT:

ABSTAIN:

**The Mayor called for a recess at 7:57 p.m.**

**Mayor Vargas called the Regular City Council meeting back to order at 8:04 p.m.**

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

A. Presentation of the Police Department Annual Report.

**This item was introduced by Deputy City Manager Ernie Reyna and turned over to Lt. Wade Lenton for the presentation.**

**The following Councilmember's spoke:**

**Corona  
Rabb**

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

B. Presentation of the Fire Department Annual Report.

**This item was introduced by Deputy City Manager Ernie Reyna and turned over to Battalion Chief Mark Scovill for the presentation.**

**The following Councilmember spoke:**

**Corona**

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

C. Consideration and Discussion Regarding a Proposed Industrial Warehouse/Distribution Facilities Business License Tax.

**This item was presented by Deputy City Manager Ernie Reyna.**

**The following Councilmember's spoke:**

**Corona  
Rogers**

**Rabb**

**Nava  
Vargas**

**The Mayor called for Public Comment. The following people spoke at Public Comment:**

**Bill Blankenship**

**Joshua Naggar**

**The following Councilmember's spoke:**

**Corona**

**Vargas**

**Nava**

**Rabb**

**The following direction was given to staff regarding this item:**

- 1. Include and Engage Industry Partners**
- 2. Add a CPI Escalator**
- 3. Consideration to add a Late Fee**
- 4. Analyze Overall Projects and Include all Warehouses**

- D. Consideration and Discussion regarding a Proposed Regulatory Ordinance Authorizing the Establishment and Regulation of Cardrooms within the City of Perris and Submission thereof to the City's Voters.

**Councilmember Rogers left the City Council Chambers at 8:54 p.m. and returned at 8:56 p.m.**

**This item was presented by Assistant City Manager Wendell Bugtai.**

**The following Councilmember's spoke:**

**Corona**

**Rabb**

**Nava**

**Corona**

**Vargas**

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

**The following direction was given to staff regarding this item:**

- 1. Number of Cardrooms: 1**
- 2. Hours of Operation: 24 hours per day, 7 days per week**
- 3. Wager limit: \$1,000.00 + an escalator if possible**

**4. Number of Tables: 100 Maximum**

**5. Location: Light Industrial, General Industrial, Commercial**

13. COUNCIL COMMUNICATIONS:

**The following Councilmember's spoke:**

**Rogers**

**Rabb**

**Corona**

**Vargas**

14. CITY MANAGER'S REPORT:

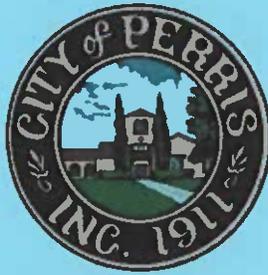
15. ADJOURNMENT:

**There being no further business Mayor Vargas adjourned the Regular City Council meeting at 9:18 p.m.**

**Respectfully Submitted,**

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**Nancy Salazar, City Clerk**



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 11, 2023

**SUBJECT:** 2023 Citywide Pavement Rehabilitation Project (CIP S002)

**REQUESTED ACTION:** 1) Approve the Plans and Specifications for the Project; 2) Award Public Works Construction Contract to Hardy & Harper, Inc. for \$1,976,329.90; 3) Reject all other bids; 4) Authorize 10% of the Bid Amount for Inspection, Construction Administration, Testing and Survey; 5) Authorize 10% of the Bid Amount for Construction Contingencies; 6) Authorize City Manager to execute the Public Works Construction Contract, approved as to form by the City Attorney.

**CONTACT:** John Pourkazemi, Interim City Engineer

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#### BACKGROUND/DISCUSSION:

The 2023 Citywide Pavement Rehabilitation Project is located in the area South of Rider Street, North of Nuevo Road, East of Perris Boulevard, and West of Murrieta Road. The project's general work consists of the rehabilitation of the street's pavement through methods such as cold milling and overlaying, slurry sealing along with minor concrete removals and replacements.

On March 23, 2023, six bids were revealed via Active Bidder for the 2023 Citywide Pavement Rehabilitation Project. Bids ranged from \$1,976,329.90 to \$2,645,906.35. The Engineer's Estimate was \$2,245,000. The low bid was submitted by Hardy & Harper, Inc. Hardy & Harper, Inc. has worked on City Projects in the past and their work has been considered satisfactory by the City Engineer's office. Construction is anticipated to begin February 13, 2023, and 60 working days have been allotted to complete the project.

The project is funded with Measure A, RMRA, and Gas Tax funds. Staff recommends Council to adopt the plans and specifications; award the project to Hardy & Harper, Inc.; reject all other bids; authorize 10% of the bid amount for Inspection, Construction Administration, Testing and Survey in the amount of \$197,632.99; authorize 10% of the bid amount for construction contingencies in the amount of \$197,632.99; and authorize the City Manager to execute the construction contract, approved as to form by the City Attorney.

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**BUDGET (or FISCAL) IMPACT:**

Project Costs	
Construction Contract	\$1,976,329.90
Inspection, Construction Administration, Testing and Survey	\$ 197,632.99
Contingencies	\$ 197,632.99
Total Cost	<u>\$2,371,595.88</u>

Costs for the project totaling \$2,371,595.88 have been budgeted under CIP S002. There are adequate funds. This project will have no impact to the General Fund.

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Prepared by: Ryan Traylor, Assistant Engineer

**REVIEWED BY:**

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

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

Deputy City Manager ER

**Attachments:**

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

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

# ATTACHMENT 1

Vicinity Map



# ATTACHMENT 2

CIP Sheet S-2

# CITY OF PERRIS

## Capital Improvement Program Project Details

Project Number: **S002**  
 Project Title: **Annual Slurry Seal & Street & Grind Overlay Program**  
 Managing Department: **City Engineer**



**Project Description and/or Justification:** Crack Treatment and Slurry Seal of selected Streets Citywide on an annual ongoing cycle. Grind and Overlay, and/or Resurfacing of selected Streets Citywide on an annual basis. Also, the paving of Murrieta and Placentia.



Original Budget: 10,118,153  
 Budget Amendments: 5,379,749  
 Total Project Costs: 12,896,488  
 Available Funds: 2,601,414

Project Dates:  
 Begin: FY 04/05  
 Completion:

**Total Budget Additions (Deletions): 1,010,221**

Funding Sources:	Fund	Project to Date Available	Proposed Plan 2022/2023	Proposed Plan 2023/2024	Proposed Plan 2024/2025	Proposed Plan 2025/2026	Total
RMRA	140	-	1,110,221				\$ 1,110,221
Measure A	142	1,613,833	(100,000)				\$ 1,513,833
State Grants-Prop 1 B 119	119	-					\$ -
Gas Tax	136	987,580					\$ 987,580
DIF Transportation	163	1					\$ 1
External Contributions	157	-					\$ -
<b>Total:</b>		<b>2,601,414</b>	<b>1,010,221</b>	-	-	-	<b>\$ 3,611,635</b>

Budget Amendment Notes				
Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2010/11	Adopted Budget Measure A	900,000	100,000	4,441,915
2010/11	Prop 1 B Xfr from S071		500,000	4,941,915
2011/12	Adopted Budget Measure A	903,901		5,845,816
2011/12	Prop 1 B Xfr from S051		462,086	6,307,902
2011/12	xfr to S051 Measure A		(200,000)	6,107,902
2012/13	Adopted Budget Measure A	900,000		7,007,902
2012/13	xfr to S051 Measure A		(120,000)	6,887,902
2012/13	External Contribution (check from Har-Bro)		10,000	6,897,902
2013/14	Budget Amendment Measure A		900,000	7,797,902
2013/14	Xfr to S007	(100,000)		7,697,902
2014/15	Adopted Budget Measure A	900,000		8,597,902
2015/16	Prop 1 B Amendment	111,426		8,709,328
2015/16	Measure A Amendment	900,000	(111,426)	9,497,902
2016/17	Measure A Amendment	900,000		10,397,902
2017/18	Measure A Amendment		900,000	11,297,902
2018/19	Measure A Amendment		900,000	12,197,902
2018/19	Gas Tax Amendment		1,052,228	13,250,130
2018/19	xfr from S096 Measure A		143,269	13,393,399
2018/19	xfr from S103 Measure A		16,682	13,410,080
2018/19	xfr from S091 Gas Tax		287,822	13,697,902
2019/20	Budget Amendment Measure A		900,000	14,597,902
2021/22	Measure A Amendment		900,000	15,497,902
2022/23	Request xsfr of RMRA from S102		1,110,221	16,608,123
2022/23	Measure A - Xsfr to S129		(100,000)	16,508,123
<b>Total:</b>		<b>\$ 10,118,153</b>	<b>\$ 6,389,970</b>	<b>\$ 16,508,123</b>

# ATTACHMENT 3

## Project Plans and Specifications

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

# ATTACHMENT 4

## Lowest Bidders Bid Package

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

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

# ATTACHMENT 5

Public Works Construction Contract

**PUBLIC WORKS CONSTRUCTION CONTRACT**

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

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

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

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

<b>JOB NO.:</b>	<u>CIP S002</u>
<b>DESCRIPTION:</b>	<u>2023 Citywide Pavement Rehabilitation Project</u>
<b>LOCATION:</b>	<u>South of Rider St., North of Nuevo Rd., East of Perris Blvd., and West of Murrieta Rd.</u>

(Hereinafter referred to as “the Project”).

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

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

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

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

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

State of California has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Engineering Department, 24 S. "D" Street, Suite 100, Perris, California, 92570 and are available to any interested party upon request; or may be obtained online from the Department of Industrial Relations website at <http://www.dir.ca.gov>. Contractor shall cause a copy of such determinations to be posted at the job site.

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

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

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

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

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

Contractor and subcontractors under him shall comply with all requirements of Sections

1777.5 and 1777.6 of the California Labor Code in the employment of apprentices.

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

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

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

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

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

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

10. **CONTRACTOR'S LIABILITY; INDEMNIFICATION**: City, its elected officials, officers, agents and employees, shall not be answerable or accountable in any manner for

any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either worker, employees of Contractor or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the active negligence or willful misconduct of City, Interwest Consulting Group, its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work, or at any time before its completion and final acceptance.

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

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

11. **SUBCONTRACTOR COMPLIANCE**: Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor under it with this Contract, all State and Federal laws, codes and regulations, and Municipal Ordinances and Regulations of City.
12. **THIRD PARTY CLAIM**: Contractor shall notify City within 72 hours of the receipt of any third-party claim relating to this Contract.
13. **CONTRACT PRICE AND PAYMENT**: City shall pay Contractor for furnishing the material and doing the prescribed Work per the unit prices set forth in the Contractor's Bid. Contractor agrees to monthly progress payments as described in the Contract Documents.

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

14. **RIGHTS, TITLE, INTEREST**: In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. [California Public Contract Code Section 7103.5(b)]

15. **DEFECTIVE WORK**: City's inspection of the Work and the Project shall not relieve

Contractor of any obligations to fulfill this Contract and complete the Project in accordance with the Contract Documents. Defective work and materials shall be made good. Failure of City to identify a defect, or failure of an inspector to reject any portion of the Work, is not acceptance or a waiver of poor workmanship notwithstanding payments or release of any retention in whole or in part, and shall not be construed to waive any of City's rights or remedies under this Contract.

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

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

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

Work. Upon failure of the Surety to begin completion of the Work, within fifteen (15) calendar days after demand thereof, City may take over the Work and pursue its completion.

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

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

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

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

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

17. **ATTORNEY FEES**: In the event that any action or proceeding is brought by either party

to enforce any term or provision of this Contract, the prevailing party shall recover its reasonable attorney's fees and costs incurred with respect thereto.

**18. ACCOUNTS AND RECORDS:** Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three (3) years after the expiration of this Contract, unless permission to destroy them is granted by the City.

**19. CONFLICTS OF INTEREST:** No officer or employee of City shall have any financial interest in this Contract nor shall any such officer or employee participate in any decision relating to the Contract which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Contract.

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

**21. VENUE:** Legal actions concerning any dispute, claim or matter arising out of or in relation to this Contract shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

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

**Contractor**

State of California

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

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

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

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

( S E A L )

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

By: \_\_\_\_\_

(Signature)

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

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

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

By: \_\_\_\_\_

(Signature)

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

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

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

**City**

City of Perris

Attest to:

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

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

\_\_\_\_\_  
Date

**CERTIFICATE OF CONTRACTOR**

I, \_\_\_\_\_, certify that I am a/the

\_\_\_\_\_ (designate sole proprietor, partner in partnership, or specify corporate office, e.g., secretary) in the entity named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am

associated is \_\_\_\_\_; that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute this Contract on behalf of the above named entity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contractor's California License No.

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

\_\_\_\_\_  
Name of License Holder

Title \_\_\_\_\_

\_\_\_\_\_  
Type of License

\_\_\_\_\_  
Expiration Date

# ATTACHMENT 6

**Bid Results**

2023 Citywide Pavement Rehabilitation

Post Date: 02/24/2023 17:30 PST

Due Date: 03/23/2023 before 14:00 PDT

Estimated Value: \$2,245,000

Results / 6 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Churnock, Morgan	Hardy & Harper, Inc.	32 Rancho Circle, Lake Forest, CA 92630	714-444-1851	\$1,976,329.9	03/23/2023 15:52:48	Low Bidder
2	Akabori, Kurt	Vance Corporation	P.O. Box 575 Beaumont, CA 92223	(909) 355-4333	\$2,107,370.09	03/23/2023 15:31:14	
3	Jacob, Barbara	Hanson Aggregates Pacific Southwest LLC DBA ATP General Engineering Contractors		619-777-8100	\$2,206,104.9	03/23/2023 15:41:36	
4	Carlson, Ed	All American Asphalt	400 E 6th St. Corona, CA 92878- 2229	(951) 736-7600	\$2,342,342	03/23/2023 15:59:36	
5	De longh, Jennifer	R.J. Noble Company	15505 E. LINCOLN AVENUE ORANGE, CA 92865	714-637-1550	\$2,604,857.18	03/23/2023 15:44:46	
6	Savino, Michele	Calmex Engineering, Inc.	2750 Lilac Avenue Bloomington, CA 92316	909-546-1311	\$2,645,906.35	03/23/2023 15:36:48	



10.B.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 11, 2023

**SUBJECT:** Annexation of TR 36647 to Maintenance District No. 84-1  
Owner(s): Pulte Home Co.  
APN(s): 302-150-049 & 302-150-050  
Project: TR 36647- Single Family Residential Development

**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 TR 36647 and setting a public hearing date of May 30, 2023

**CONTACT:** John Pourkazemi, Interim City Engineer

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**BACKGROUND/DISCUSSION:** TR 36647 is a 90 lot single family residential development. Project is located on Evans Road, north of Ramona Expressway (See attached Boundary Map). Tract 36647 was approved by City Council on September 29, 2020.

Annexation of TR 36647 will allow the City to finance the annual maintenance costs for twenty-seven (27) streetlights within the tract and fourteen (14) streetlights along Evans Road.

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**BUDGET (or FISCAL) IMPACT:** The current maximum annual assessment is \$4,165.20. 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.

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Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

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

Deputy City Manager 

**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 TR 36647 to Maintenance District No. 84-1**

**Consent:**

**Public Hearing:**

**Business Item:**

**Presentation:**

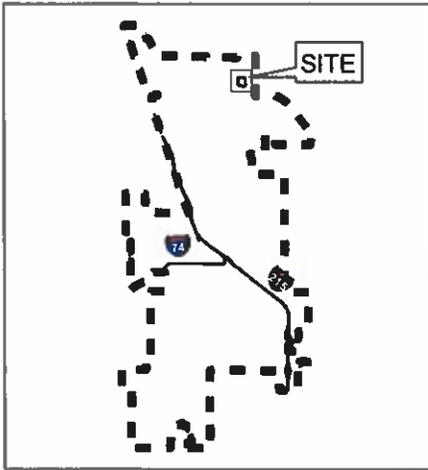
**Other:**

# Attachment No. 1

Vicinity Map

# DIAGRAM OF ANNEXATION OF TR 36647 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
NO. 1	302-150-049
2	302-150-050



## 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 TR 36647 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 John Pourkazemi, the Interim 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 TR 36647 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 TR 36647 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 John Pourkazemi, the Interim 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 John Pourkazemi, the Interim 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 11th day of April, 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 11th day of April, 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 TR 36647  
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, 2023 to June 30, 2024, for that area to be known and designated as:

**"Annexation of TR 36647  
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 11th day of April, 2023.

---

JOHN POURKAZEMI, Interim 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 30th day of May, 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 11th day of April, 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 twenty-seven (27) streetlights (twenty-five (25) new streetlights plus two (2) existing streetlights) along the interior streets of TR 36647, plus fourteen (14) streetlights (nine (9) new streetlights plus five (5) existing streetlights) along the frontage of these tracts on Evans Road. The streetlights to be installed and maintained are shown on the plans and specifications prepared by Intelligent Lighting Systems entitled, "Street Light Plan Tract 36647- Off-Site" and "Street Light Plan Tract 36647".

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

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

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

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

Facility	Quantity	Annual Cost	Total Cost
<b>Street Lights</b>			
9,500 Lumen	27	\$57.96	\$1,564.92
High-Output LED	14	\$89.40	1,251.60
Maintenance and Replacement	39	\$61.20	2,386.80
<b>Subtotal</b>			<b>\$5,325.72</b>
<b>Incidental Costs</b>			
			<b>\$799.83</b>
<b>City Contribution for Street Lights</b>	14	-\$31.44	-\$440.16
<b>Resolution (Approved Rate @\$46.28/EBU)</b>			<b>-\$1,520.19</b>
<b>Balance to Assessment</b>			<b>\$4,165.20</b>

**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. Tract 36647 is being developed with 90 residential dwelling units, which translates to 90 Benefit Units in MD 84-1.

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:

$$\frac{\text{Annual Assessment}}{\text{Benefit Units}} = \frac{\$4,165.20}{90 \text{ Units}} = \$46.28 \text{ per Benefit Unit}$$

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

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

The assessment is as follows:

<b>Parcel</b>	<b>Benefit Units</b>	<b>Estimated Maximum Annual Assessment</b>
See Below	90	\$4,165.20

**ASSESSOR'S PARCEL NUMBER**  
302-150-049 and 302-150-050

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, 2023 to June 30, 2024, 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 TR 36647. Said boundary is designated as "Diagram of Annexation of TR 36647 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 TR 36647  
To Maintenance District No. 84-1  
City of Perris**

<b>Assessor Parcel Number</b>	<b>Estimated Annual Assessment</b>	<b>Fiscal Year 2023/2024</b>
See Below	\$4,165.20	\$0.00
<b>Total</b>	<b>\$4,165.20</b>	<b>\$0.00</b>

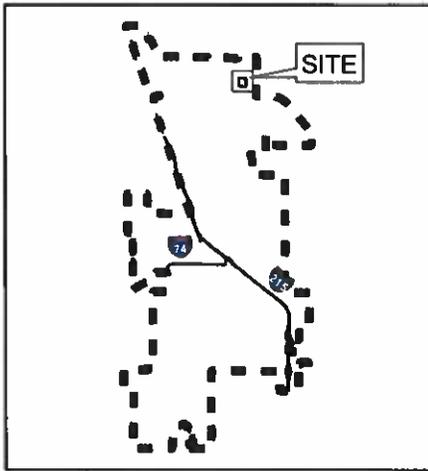
**ASSESSOR'S PARCEL NUMBER**

302-150-049 and 302-150-050

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 TR 36647 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 NO.
1	302-150-049
2	302-150-050



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, THERFORE, 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.

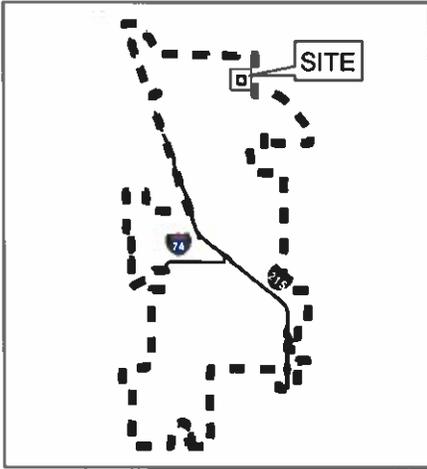
Dated:

Signature

List Property Owner Name and Mailing Address  
Pulte Home Company, LLC  
27401 Los Altos, Suite 400  
Mission Viejo, CA 92691

# EXHIBIT A TO CONSENT AND WAIVER ANNEXATION OF TR 36647 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 NO.
1	302-150-049
2	302-150-050



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

## **Attachment No. 4**

**Resolution to Preliminarily Approve Engineer's Report**

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT  
FOR ANNEXATION OF TR 36647 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 11th day of April, 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 TR 36647; 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 11th day of April, 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 11th day of April, 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 TR 36647 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 MAY 30, 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 11th day of April, 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 TR 36647 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 TR 36647 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 TR 36647, 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 May 30, 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, John Pourkazemi, Interim 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 11th day of April, 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 11th day of April, 2023, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 11, 2023

**SUBJECT:** Annexation of TR 36647 to Landscape Maintenance District No. 1 (LMD 1)  
 Owner(s): Pulte Home Co.  
 APN(s): 302-150-049 & 302-150-050  
 Project: TR 36647- Single Family Residential Development

**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 TR 36647 and setting a public hearing date of May 30, 2023

**CONTACT:** John Pourkazemi, Interim City Engineer

**BACKGROUND/DISCUSSION:** TR 36647 is a 90 lot single family residential development. Project is located on Evans Road, north of Ramona Expressway (See attached Boundary Map). Tract 36647 was approved by the City Council on September 29, 2020.

Annexation of TR 36647 as Benefit Zone 170 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 \$66,332.61. 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 \_\_\_\_\_

Deputy City Manager ER

**Attachments:**

**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 TR 36647 to Landscape Maintenance District No. 1

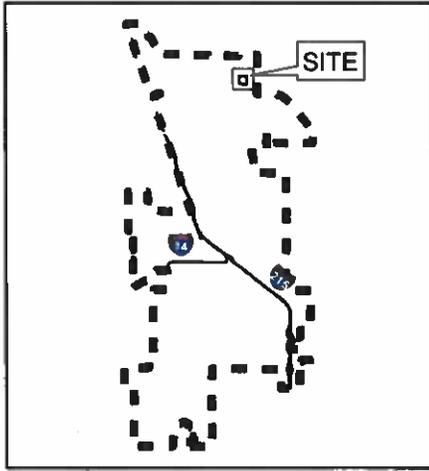
Consent:  x  
Public Hearing:  
Business Item:  
Presentation:  
Other:

# Attachment No. 1

Vicinity Map

# DIAGRAM OF ANNEXATION OF TR 36647 TO BENEFIT ZONE 170 LANDSCAPE MAINTENANCE DISTRICT NO. 1

## SITE LOCATION



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NO.
1	302-150-049
2	302-150-050



## 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 170 TR 36647 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 170 therein (hereinafter referred to as the "Benefit Zone 170"); 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 John Pourkazemi, the Interim 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 TR 36647 be defined as that area to be annexed to Benefit Zone 170, 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 TR 36647, to Benefit Zone 170, 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 John Pourkazemi, the Interim 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 John Pourkazemi, the Interim 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 11th day of April, 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 11th day of April, 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 TR 36647  
To Benefit Zone 170, 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, 2023 to June 30, 2024, for that area to be known and designated as:

**"Annexation of TR 36647  
To Benefit Zone 170, 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 11th day of April, 2023.

---

JOHN POURKAZEMI, Interim 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 30th day of May, 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 11th day of April, 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, there are four categories of improvements to be maintained.

The first category of improvements to be maintained includes the landscaping, irrigation, and appurtenances within the parkways on Evans Road along the frontage of TR 36647 plus the interior street parkways along the entries from Evans Road.

The second category of improvements to be maintained includes the landscaping, irrigation, and appurtenances within the Evans Road parkways south of TR 36647 down to the Department of Water Resources (DWR) property right-of-way, medians along the frontage of TR 36647 down to the Department of Water Resources (DWR) property right-of-way, and an access trail south of Lot "B" that connects the Perris Valley Storm Drain Channel to Evans Road. The costs of these improvements will be shared with future residential units on the East side of Evans Road.

The third category of improvements to be maintained includes the maintenance of the detention basin located within TR 36647 along with the landscaping that is associated with said detention basin and interior parkways.

The fourth category of improvements to be maintained includes the parks and trails along the Perris Valley Storm Channel adjacent to the western border of Tract 36647. These improvements include landscaping and irrigation within this section that is within the Riverside County Flood Control easement to be maintained by the City of Perris. The costs of these improvements will be shared with future residential units on the East side of Evans Road.

Reference is made to the following:

- Plans and specifications, prepared by Hermann Design Group, that are entitled, "LMD Offsite Landscape Plans TTM 36647 Evans Road Parkway and Median,"
- Plans and specifications, prepared by Hermann Design Group, that are entitled, "LMD Offsite Landscape Plans for TTM 36647 Basins and Trail,"
- Plans and specifications for improvements as prepared by KWC Engineers, that are entitled, "Off-Site Street Improvement Plan Tract No. 36647 Evans Road Phase 2,"
- Plans and specifications, prepared by KWC Engineers, that are entitled, "Onsite Street Improvement Plan Tract 36647 Located in Section 5, T. 4S., 3W., SBM."

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 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 other year and irrigation replacement/repairs are scheduled to occur every fifth year. Approximately 10% of the mortared rock will be replaced yearly and the safety edge is estimated to be replaced every twenty (20) years.

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 170 (BZ 170).

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

**First Category of Improvements**

**Evans Road Parkways at TM 36647**

<u>Item</u>	<u>Quantity</u>	<u>Unit*</u>	<u>Unit Cost</u>	<u>Years Occurrence</u>	<u>Annual Cost</u>
Maintenance	11,356	SF	\$0.54	1	\$6,132.24
Plant Replacement (2%)	37	EA	15.75	1	582.75
Tree Trimming	55	EA	100.00	2	2,750.00
Irrigation Repairs and Replacement Fund	11,356	SF	0.06	5	136.27
Irrigation Controller	1	EA	7,500.00	10	750.00
Mulch	106	CY	30.00	2	<u>1,590.00</u>
<b>Subtotal Category One Maintenance</b>					<b>\$11,941.26</b>
Incidentals					\$2,388.25
<b>Total Category One Costs</b>					<b>\$14,329.51</b>

**Second Category of Improvements**

**Evans Road Medians & Parkway S. of TR 36647**

<u>Item</u>	<u>Quantity</u>	<u>Unit*</u>	<u>Unit Cost</u>	<u>Years Occurrence</u>	<u>Annual Cost</u>
Maintenance	19,638	SF	\$0.54	1	\$10,604.48
Plant Replace (2%)	63	EA	15.75	1	992.25
Tree Trimming	70	EA	100.00	2	3,500.00
Irrigation Repairs and Replacement Fund	19,638	SF	0.06	5	235.66
Mulch	182	CY	30.00	2	2,730.00
10' Trail Access Road	13,420	SF	0.14	1	1,878.80
Vinyl Fencing	1,900	LF	30.00	15	3,800.00
Cobbled Rock	6,990	SF	0.55	10	384.45
Safety Edge Replacement Fund	3,950	LF	15.75	20	<u>3,110.47</u>
<b>Subtotal Category Two Maintenance</b>					<b>\$27,236.11</b>
Incidentals					\$5,447.22
Total Category Two Costs					\$32,683.33
<b>BZ 170 Share of Costs (50%)</b>					<b>\$16,341.67</b>

**Third Category of Improvements**

**Basin & Interior Parkways**

<u>Item</u>	<u>Quantity</u>	<u>Unit*</u>	<u>Unit Cost</u>	<u>Years Occurrence</u>	<u>Annual Cost</u>
Parkway Maintenance	3,996	SF	\$0.54	1	\$2,157.84
Basin Maintenance	36,360	SF	\$0.35	1	12,726.00
Plant Replace (2%)	13	EA	15.75	1	204.75
Tree Trimming	58	EA	100.00	2	2,900.00
Irrigation Repairs and Replacement Fund	40,356	SF	0.06	5	484.27
Controller	1	EA	7,500.00	10	750.00
Mulch	187	CY	30.00	2	2,805.00
Tubular Fencing	676	LF	50.00	20	<u>1,690.00</u>
<b>Subtotal Category Three Maintenance</b>					<b>\$23,717.86</b>
Incidentals					\$4,743.57
<b>Total Category Three Costs</b>					<b>\$28,461.43</b>

**Fourth Category of Improvements**

**Perris Valley Flood Channel Trails Maintenance**

<u>Item</u>	<u>Quantity</u>	<u>Unit*</u>	<u>Unit Cost</u>	<u>Years Occurrence</u>	<u>Annual Cost</u>
Landscape Maintenance	1	EA		1	\$10,000.00
Grounds Maintenance	1	EA		1	1,000.00
Utilities	1	EA		1	<u>1,000.00</u>
<b>Subtotal Category Four Maintenance</b>					<b>\$12,000.00</b>
Incidentals					\$2,400.00
Total Category Four Costs					\$14,400.00
<b>BZ 170 Share of Costs (50%)</b>					<b>\$7,200.00</b>
<b>Total Costs</b>					<b>\$66,332.61</b>

**\* Units Legend:**

LF = Lineal Feet

EA = Each

SF =Square Feet

The Category Two medians are located in between BZ 170 and benefit zones east of Evans Road. In addition, the trail south of lot "B" between the Perris Valley Storm Drain Channel and Evans Road allows access by properties east of Evans Road. Therefore, the cost of category two maintenance is shared equally between the zones such that parcels in BZ 170 will cover 50% of the annual assessment.

Likewise, the Category Four maintenance for trails along the Perris Valley Storm Drain Channel provides benefits to properties located in nearby tracts. The cost of the trail maintenance is shared such that parcels in BZ 170 will cover 50% of the annual assessment.

The total estimated cost of maintaining all the improvements in BZ 170 is summarized as follows:

<b>Improvement Category</b>	<b>Estimated Annual Cost</b>
1- Parkways along TR 36647	\$14,329.51
2- Medians, parkway S. of TR 36647	16,341.67
3- Detention Basin & Interior parkways	28,461.43
4- Trails	7,200.00
<b>Total Estimated Annual Cost</b>	<b>\$66,332.61</b>

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 \$33,166.31.

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 170, for the fiscal year commencing July 1, 2023 to June 30, 2024, 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 170, as shown on the Diagram, enclosed herein as Part 4.

The area within BZ 170 specifically benefits from the maintenance of improvements described above. TR 36647 is conditioned for the improvements as a requirement for development.

The method of assessment is based on units, with a single-family dwelling equal to one benefit unit. The plans for Tract 36647 contain 90 dwelling units. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities for the first, second, and third categories within Benefit Zone 170 is equal to \$657.03 per benefit unit. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities for the fourth category within Benefit Zone 170 is equal to \$80.00 per benefit unit. **The combined maximum annual assessment for all four categories is \$737.03 per Benefit Unit.** The Benefit Units assigned and the corresponding current maximum annual assessment within Benefit Zone 170 are listed as follows:

**Estimated Maximum Annual Assessment**

<b>Parcel</b>	<b><u>Benefit</u></b>			<b><u>Detention</u></b>	<b><u>Parks and</u></b>	
See	<b><u>Units</u></b>	<b><u>Parkways</u></b>	<b><u>Medians</u></b>	<b><u>Basins</u></b>	<b><u>Trails</u></b>	<b><u>Total</u></b>
Below	<u>90</u>	<u>\$14,329.51</u>	<u>\$16,341.67</u>	<u>\$28,461.43</u>	<u>\$7,200.00</u>	<u>\$66,332.61</u>
<b>Totals</b>	<b>90</b>	<b>\$14,329.51</b>	<b>\$16,341.67</b>	<b>\$28,461.43</b>	<b>\$7,200.00</b>	<b>\$66,332.61</b>

$$\frac{\text{Annual Cost of First Category} + \text{Second Category} + \text{Third Category}}{\text{Benefit Units}} =$$

$$\frac{\$14,329.51 + \$16,341.67 + \$28,461.43}{90 \text{ Benefit Units}} = \$657.03 \text{ per Benefit Unit}$$

$$\frac{\text{Annual Cost of Fourth Category}}{\text{Benefit Units}} =$$

$$\frac{\$7,200.00}{90 \text{ Benefit Units}} = \$80.00 \text{ per Benefit Unit}$$

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, 2023 to June 30, 2024, 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 TR 36647. Said boundary is designated as "Diagram of Annexation of TR 36647 to Benefit Zone 170, 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 TR 36647  
To Benefit Zone 170,  
Landscape Maintenance District No. 1, City of Perris**

<b><u>Assessment Number</u></b>	<b><u>Description</u></b>	<b><u>Assessor Parcel Numbers</u></b>	<b><u>Estimated Annual Assessment</u></b>	<b><u>Fiscal Year 2023/2024</u></b>
1	TR 36647	See Below	\$66,332.61	0.00

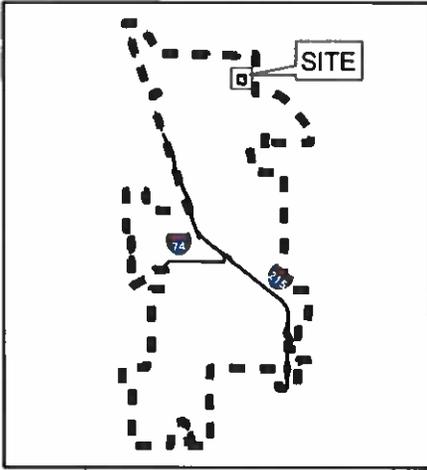
**ASSESSOR'S PARCEL NUMBER**

302-150-049 and 302-150-050

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 TR 36647 TO BENEFIT ZONE 170 LANDSCAPE MAINTENANCE DISTRICT NO. 1

## SITE LOCATION



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NO.
1	302-150-049
2	302-150-050



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.

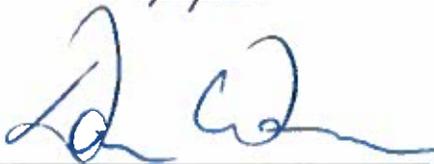
NOW, THEREFORE, it is hereby declared by the undersigned property owners as follows:

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:

4/9/23

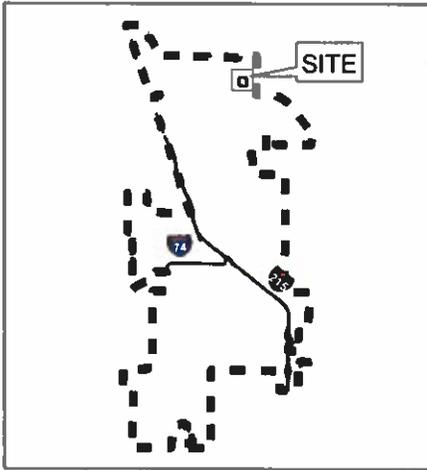


Signature

List Property Owner Name and Mailing Address  
Pulte Home Company, LLC  
27401 Los Altos, Suite 400  
Mission Viejo, CA 92691

# EXHIBIT A TO CONSENT AND WAIVER TR 36647 TO BENEFIT ZONE 170 LANDSCAPE MAINTENANCE DISTRICT NO. 1

## SITE LOCATION



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NO.
1	302-150-049
2	302-150-050



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

## **Attachment No. 4**

**Resolution to Preliminarily Approve Engineer's Report**

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF TR 36647 TO BENEFIT ZONE 170, 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 170 therein (hereinafter referred to as the "Benefit Zone 170"); and

**WHEREAS**, on the 11th day of April, 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 TR 36647 to Benefit Zone 170; 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 11th day of April, 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 11th day of April, 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 170, 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 170, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF TR 36647 TO BENEFIT ZONE 170, 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 MAY 30, 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 170 therein (hereinafter referred to as the "Benefit Zone 170"); 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 11th day of April, 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 170 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 TR 36647 to Benefit Zone 170 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 TR 36647. The landscaping, irrigation, and appurtenances to be maintained are described in part 1 of the Engineer's Report.

**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 TR 36647 to Benefit Zone 170, 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 TR 36647 to Benefit Zone 170, 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 \$737.03 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 May 30, 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 11th day of April, 2023.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar

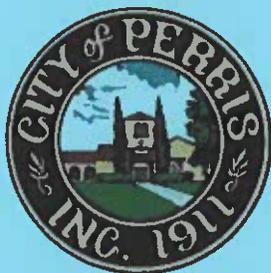
STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) §  
CITY OF PERRIS )

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 11th day of April, 2023, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 11, 2023

**SUBJECT:** Annexation of TR 36647 to Flood Control Maintenance District No. 1 (FCMD 1)  
 Owner(s): Pulte Home Co.  
 APN(s): 302-150-049 & 302-150-050  
 Project: TR 36647- Single Family Residential Development

**REQUESTED ACTION:** 1) Adoption of Resolution of Intention to Annex TR 36647 to Flood Control Maintenance District No. 1  
 2) Set a public hearing date of May 30, 2023

**CONTACT:** John Pourkazemi, Interim City Engineer

**BACKGROUND/DISCUSSION:** TR 36647 is a 90 lot single family residential development. Project is located on Evans Road, north of Ramona Expressway (See attached Boundary Map). Tract 36647 was approved by City Council on September 29, 2020.

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 135 ("BZ 135") include off-site public facilities for overflow. The off-site improvements to be maintained under BZ 135 include catch basins, storm drain pipes, headwalls and appurtenances located within the public right-of-way. In addition to the storm drain facilities, maintenance includes collection for interior street repairs. Improvements are to be maintained by Benefit Zone 135 in perpetuity.

**BUDGET (or FISCAL) IMPACT:** The current maximum annual assessment is \$45,593.10. 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 \_\_\_\_\_

Deputy City Manager ER

**Attachments:**

1. Vicinity Map
2. Engineer's Report
3. Resolution of Intention to Annex TR 36647 to Flood Control Maintenance District No. 1

Consent:  x

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

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

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

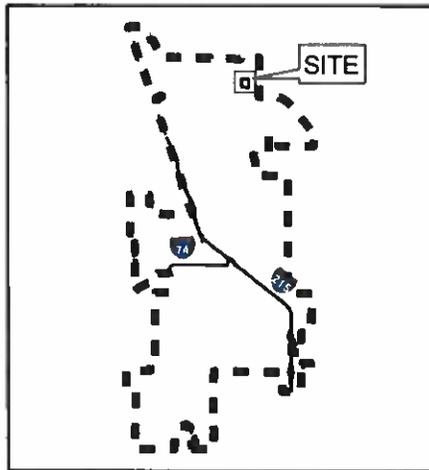
Other: \_\_\_\_\_

# Attachment No. 1

Vicinity Map

# DIAGRAM OF ANNEXATION OF TR 36647 TO BENEFIT ZONE 135 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

## SITE LOCATION



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NO.
1	302-150-049
2	302-150-050



# Attachment No. 2

Engineer's Report

**AGENCY:** City of Perris

**PROJECT:** Annexation of TR 36647  
To Benefit Zone 135, 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, 2023 to June 30, 2024, for that area to be known and designated as:

**"Annexation of TR 36647  
To Benefit Zone 135, 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 11th day of April, 2023.

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**JOHN POURKAZEMI, Interim 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 30th day of May 2023, by adoption of Resolution \_\_\_\_ of the City Council.

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**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 11th day of April, 2023.

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**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 TR 36647 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 first category of improvements to be maintained under Benefit Zone 135 are improvements to be maintained in perpetuity. These improvements include nineteen (19) catch basins, 18-, 24-, 36-, and 42- inch reinforced concrete (RCP) storm drain pipes; three headwalls and transitions to collect runoff discharge from the drainage facility, convey it through the property, and discharge the flow into the Perris Valley Storm Drain Channel, and appurtenances located within the public right-of-way. 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.

The interior streets within Tracts 36647 are the second category of improvements to be maintained. These streets were designed to carry the 10-year flow within the curb and a 100-year flow within the right-of-way. Proper street maintenance will improve the quality of the storm drain flow and reduce the accumulation of debris along the curbs. In addition, scheduled street maintenance will prevent deterioration of the pavement and a decline in the curb, gutters and sidewalks; and provide safer pedestrian and vehicular access. Maintenance of the street improvements including slurry seal, grind and overlay of existing pavement, and the replacement of damaged pavement, curb, gutter, and sidewalk. A slurry seal, or asphaltic coating, will be applied over pavement areas on an average interval of four years. Slurry seal operations will not occur in interval years where grind and overlay, or replacement activities are scheduled.

On an average interval of twelve years, approximately 2 inches of the upper asphaltic paving will be ground and replaced. Grinding and overlay operations will not occur in interval years when reconstruction operations are scheduled. These latter operations will occur on an average interval of 36 years. Approximately every 36 years, the asphaltic layer of the pavement structural section will be removed and replaced. Due to normal damage and deterioration, it is assumed that 10% of the curb, gutter and sidewalk improvements will need to be repaired or replaced. Reference is made to Attachment 1 that includes details on the annual cost of maintaining the street improvements. A 36-year cash flow was prepared to determine the annual assessment. The cash flow sets forth the annual assessment revenue along with the projected annual cost for each type of service and service interval. The analysis includes an inflation factor of 2.5% per year.

**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:

- "In the City of Perris, State of California Off-Site Street Improvement Plan Tract 36647 Evans Road Phase 2 Located in Section 5, T. 4 S., 3 W., SBM.," prepared by KWC Engineers, and

- "In the City of Perris, State of California Onsite Street Improvement Plan Tract 36647" prepared by KWC Engineers.

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 for the first category of improvements is listed below.

<b>First Category of Improvements</b>				
<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
Catch Basins	19	Each	\$178.00	\$3,382.00
Headwall	3	Each	\$133.00	399.00
18" Storm Drain Pipes	1,184	LF	\$3.30	3,908.06
24" Storm Drain Pipes	979	LF	\$4.25	4,159.48
36" Storm Drain Pipes	616	LF	\$4.25	2,616.34
42" Storm Drain Pipes	54	LF	\$4.25	229.37
Transition Structures / Junction	39	LF	\$7.53	296.91
<b>Subtotal</b>				<b>\$14,991.16</b>
Incidentals				\$2,998.04
<b>Total Estimated BZ 135 Annual Costs</b>				<b>\$17,989.20</b>
<b>Second Category of Improvements</b>				
<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
Streets (see Attachment 1)			\$27,603.90	\$27,603.90
<b>Second Category Total Estimated BZ 135 Annual Costs</b>				<b>\$27,603.90</b>
<b>Total Annual Costs of Improvements</b>				<b>\$45,593.10</b>

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 135 for the fiscal year commencing July 1, 2023 to June 30, 2024.

**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 135. 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 a single-family dwelling equal to one benefit unit. The plans for Tract 36647 contains 90 dwelling units. The current maximum annual assessment, under Benefit Zone 135, reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities for the First category is equal to \$199.88 per Benefit Unit. The current maximum annual assessment, under Benefit Zone 135, reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities for the second category is equal to \$306.71 per Benefit Unit. **The combined maximum annual assessment for both categories is \$506.59 per Benefit Unit.** The Benefit Units assigned and the corresponding current maximum annual assessment within Benefit Zone 135 are listed as follows:

$$\frac{\text{Annual Cost of First Category} + \text{Annual Cost of Second Category}}{\text{Benefit Units}} =$$

$$\frac{\$17,989.20 + 27,603.90}{90 \text{ Benefit Units}} = \$506.59 \text{ per Benefit Unit}$$

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, 2023 to June 30, 2024, reference is made to the Assessment Roll included herein as Attachment No. 2.

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 \$22,796.55.

**PART 5.**

**A Diagram** of the Annexation. The boundary of the area to be annexed is coincident with TR 36647. Said boundary is designated as "Diagram of Annexation of TR 36647 to Benefit Zone 135, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 3, 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. 4.

**Current Annual Street Maintenance Costs**  
**Annexation of Tracts 36647**  
**to Benefit Zones 135 Flood Control Maintenance District No. 1**  
**City of Perris**

<u>Maintenance Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total</u>
				<u>Cost</u>
<b>Slurry Seal (SS)</b>	149,475	Square Feet	0.25	\$37,368.75
<b>0.15-foot Grind and Overlay</b>	149,475	Square Feet	1.15	171,896.25
<b><u>Remove and Reconstruct</u></b>				<b><u>Total</u></b>
Curb and Sidewalk Component				<u>Cost</u>
6" Concrete Curb	7,512	Linear Feet	\$10.00	\$75,120.00
Remove Existing Curb		Linear Feet	2.00	0.00
4' Sidewalk (width)	44,600	Square Feet	5.00	223,000.00
Remove Existing Sidewalk		Square Feet	0.50	<u>0.00</u>
subtotal				\$298,120.00
Mobilization	10.00%			<u>29,812.00</u>
Total Curb and Sidewalk				\$327,932.00
25% Curb and Sidewalk Remove and Reconstruct				\$81,983.00
0.25-foot Street Grind and Overlay	149,475	Square Feet	1.75	<u>261,581.25</u>
<b>Total Remove and Reconstruct</b>				<b>\$343,564.25</b>

Street Maintenance Cash Flow

<u>Year</u>	<u>Projected Annual Assessment Revenue</u>	<u>Slurry Seal</u>	<u>Grind and Overlay</u>	<u>Remove &amp; Reconstruct</u>	<u>Subtotal</u>	<u>Construction Admin</u> 10% of Subtotal	<u>Total Annual Expenditures</u>	<u>Annual Fund Balance</u>
0	\$27,603.90	\$37,368.75	\$171,896.25	\$343,564.25	\$0.00	\$0.00	\$0.00	\$27,603.90
1	\$27,603.90				0.00	0.00	0.00	56,063.52
2	28,459.62				0.00	0.00	0.00	85,405.39
3	29,341.87				0.00	0.00	0.00	73,402.70
4	30,251.47	\$40,242.06			40,242.06	2,012.10	42,254.16	104,591.97
5	31,189.27				0.00	0.00	0.00	136,748.11
6	32,156.14				0.00	0.00	0.00	169,901.09
7	33,152.98				0.00	0.00	0.00	157,441.12
8	34,180.72	44,419.70			44,419.70	2,220.99	46,640.69	192,681.44
9	35,240.32				0.00	0.00	0.00	229,014.21
10	36,332.77				0.00	0.00	0.00	266,473.30
11	37,459.09				0.00	0.00	0.00	68,273.70
12	38,620.32		\$225,542.78		225,542.78	11,277.14	236,819.92	108,091.25
13	39,817.55				0.00	0.00	0.00	149,143.14
14	41,051.89				0.00	0.00	0.00	191,467.64
15	42,324.50	55,474.12			55,474.12	2,773.71	58,247.83	176,856.37
16	43,636.56				0.00	0.00	0.00	221,845.66
17	44,989.29				0.00	0.00	0.00	268,229.62
18	46,383.96				0.00	0.00	0.00	316,051.48
19	47,821.86				0.00	0.00	0.00	302,629.28
20	49,304.34	59,739.56			59,739.56	2,986.98	62,726.54	353,462.05
21	50,832.77				0.00	0.00	0.00	405,870.64
22	52,408.59				0.00	0.00	0.00	459,903.90
23	54,033.26				0.00	0.00	0.00	197,115.73
24	55,708.29		303,329.96		303,329.96	15,166.50	318,496.46	254,550.98
25	57,435.25				0.00	0.00	0.00	313,766.72
26	59,215.74				0.00	0.00	0.00	374,818.15
27	61,051.43				0.00	0.00	0.00	361,335.98
28	62,944.02	72,786.85			72,786.85	3,639.34	76,426.19	426,231.26
29	64,895.28				0.00	0.00	0.00	

Year	Projected Annual Assessment Revenue	Slurry Seal	Grind and Overlay	Remove & Reconstruct	Subtotal	Construction Admin	Total Annual Expenditures	Annual Fund Balance
30	66,907.03				0.00	0.00	0.00	493,138.29
31	68,981.15				0.00	0.00	0.00	562,119.44
32	71,119.57	80,343.07			80,343.07	4,017.15	84,360.22	548,878.79
33	73,324.28				0.00	0.00	0.00	622,203.07
34	75,597.33				0.00	0.00	0.00	697,800.40
35	77,940.85				0.00	0.00	0.00	775,741.25
36	<u>80,357.02</u>	<u>0</u>	<u>0</u>	<u>815,348.46</u>	<u>815,348.46</u>	<u>40,767.42</u>	<u>856,115.88</u>	<u>-17.61</u>
	<b>\$1,782,070.28</b>	<b>\$353,005.36</b>	<b>\$528,872.74</b>	<b>\$815,348.46</b>	<b>\$1,697,226.56</b>	<b>\$84,861.33</b>	<b>\$1,782,087.89</b>	

Inflation Factor 2.50%  
Current Year Assessment \$27,603.90  
Number of Dwelling Units 90  
Current Dollar Per Assessment Unit \$306.71

**Assessment Roll**

**Annexation of TR 36647  
To Benefit Zone 135,  
Flood Control Maintenance District No. 1, City of Perris**

<b><u>Benefit Zone / Assessment Number</u></b>	<b><u>Description</u></b>	<b><u>Assessor Parcel Number</u></b>	<b><u>Estimated Annual Assessment</u></b>	<b><u>Fiscal Year 2023/2024</u></b>
135	TR 36647	See Below	\$45,593.10	\$0.00
	<b>Total</b>		<b>\$45,593.10</b>	<b>\$0.00</b>

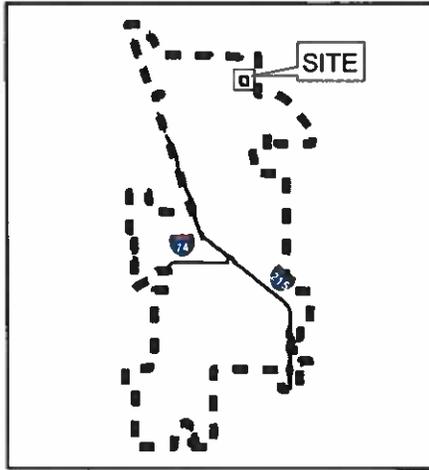
**ASSESSOR'S PARCEL NUMBER**

302-150-049 and 302-150-050

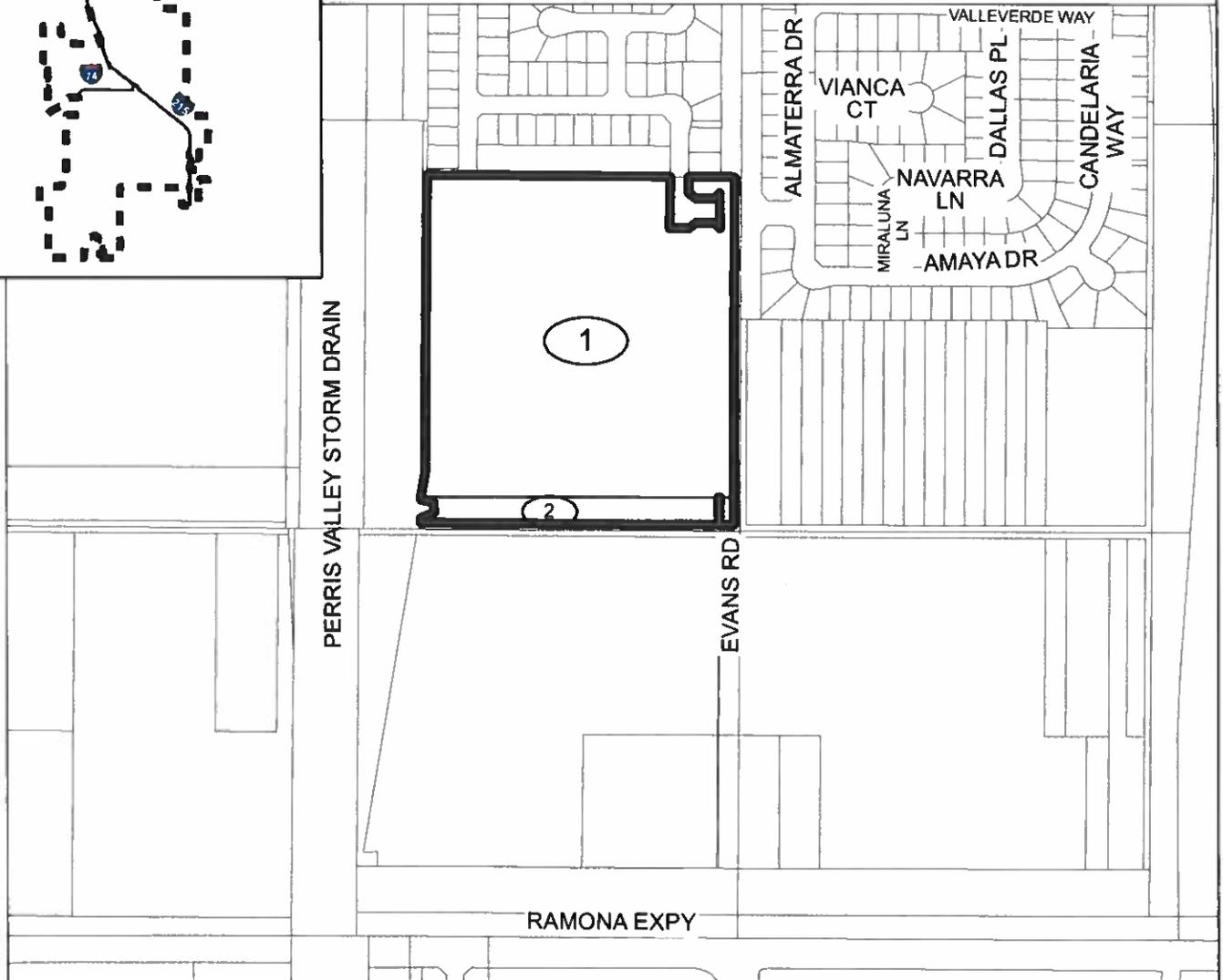
Each year the current maximum annual assessment shall be increased by an amount equal to the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics. If a deficit is projected for the upcoming 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 TR 36647 TO BENEFIT ZONE 135 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

## SITE LOCATION



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NO.
1	302-150-049
2	302-150-050



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

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

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

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

TO: The City Council of the City of Perris

We, the undersigned, hereby:

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

Dated:

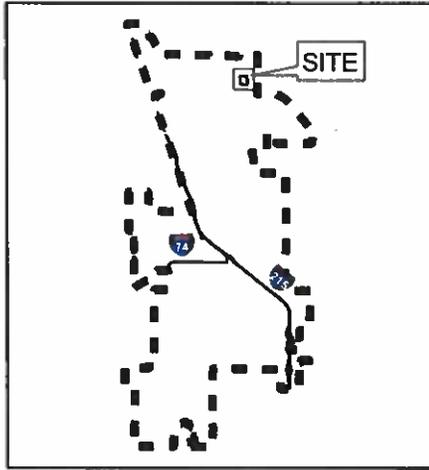
1/9/23

  
\_\_\_\_\_  
Signature

List Property Owner Name and Mailing Address  
Pulte Home Company, LLC  
27401 Los Altos, Suite 400  
Mission Viejo, CA 92691

# EXHIBIT A TO CONSENT AND WAIVER TR 36647 TO BENEFIT ZONE 135 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

## SITE LOCATION



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NO.
1	302-150-049
2	302-150-050



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

## Attachment No. 3

Resolution of 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 TR 36647 TO BENEFIT ZONE 135, 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 MAY 30, 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 TR 36647 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**, Pulte Home Co. (the "Owner") has presented signed petitions to the City Council requesting the annexation of TR 36647 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 TR 36647; 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 TR 36647 and

**WHEREAS**, to accomplish such purposes, the City Council proposes to annex TR 36647 to Benefit Zone 135, 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 TR 36647 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 TR 36647 to Benefit Zone 135, Flood Control Maintenance District Number 1" on file in the office of the City Clerk of the City of Perris, California.

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

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

**Section 4.** On the 30th day of May, 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, John Pourkazemi, Interim 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 11th day of April, 2023.

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Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar

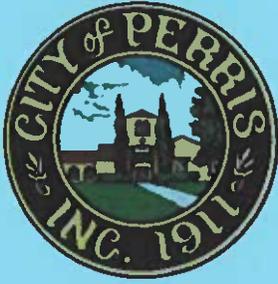
STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) §  
CITY OF PERRIS )

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, 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 11th day of April, 2023, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 11, 2023

**SUBJECT:** Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 56  
 Owner(s): Pulte Home Co.  
 APN(s): 302-150-049 & 302-150-050  
 Project: TR 36647- Single Family Residential Development

**REQUESTED ACTION:** Adopt a Resolution of Intention to Annex Territory to CFD 2001-3 and setting a public hearing date of May 30, 2023

**CONTACT:** Matthew Schenk, Director Finance

**BACKGROUND/DISCUSSION:** TR 36647 is a 90 lot single family residential development. Project is located on Evans Road, north of Ramona Expressway (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 May 30, 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 \_\_\_\_\_

Deputy City Manager ER

**Attachments:**

1. Boundary Map
2. Perris CFD 2001-3 Annexation No. 56 Resolution of Intention

Consent: X

Public Hearing:

Business Item:

Presentation:

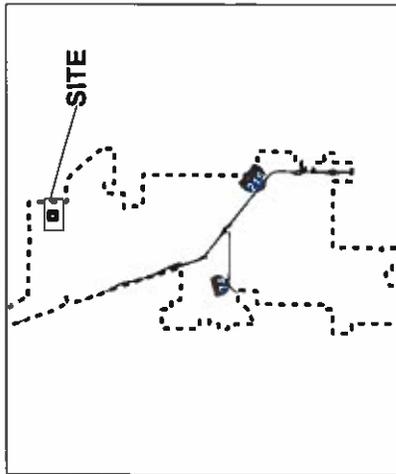
Other:

**ATTACHMENT 1**

**BOUNDARY MAP**

# ANNEXATION MAP NO. 56 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NO.
1	302-150-049
2	302-150-050

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. 56, 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.

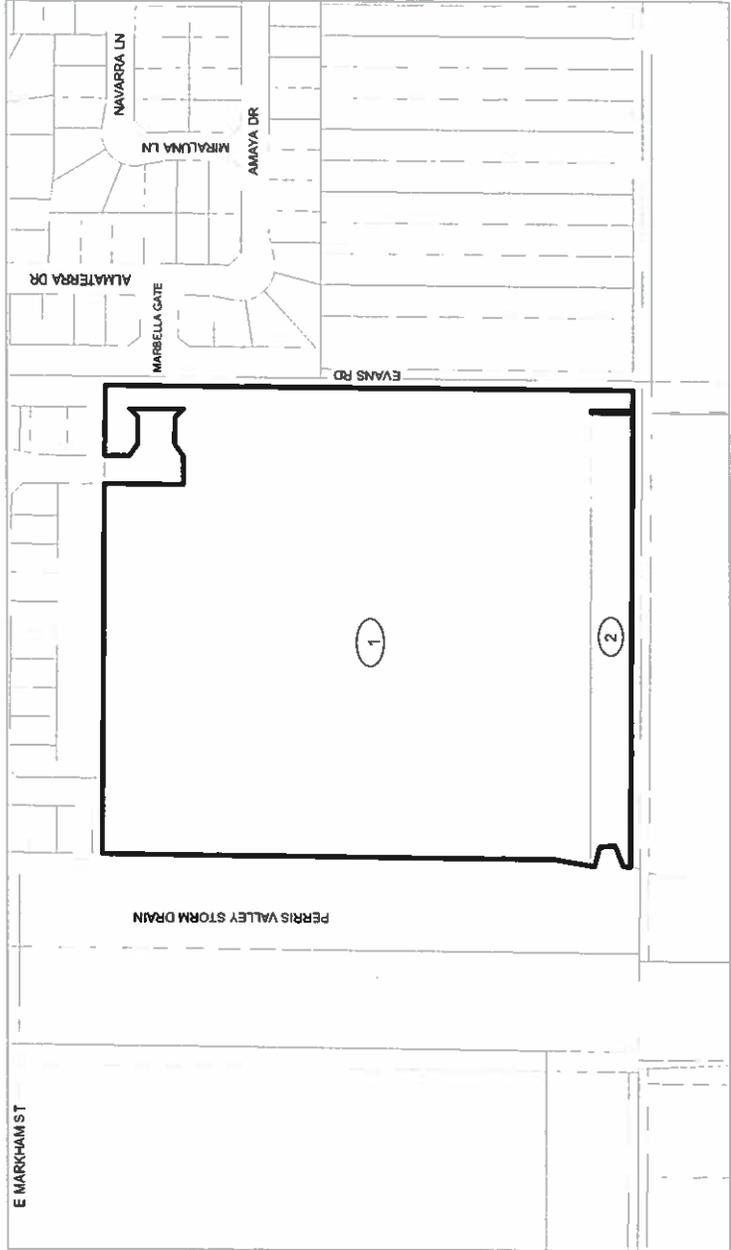
THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

**Legend**

- ① MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



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



**ATTACHMENT 2**

**PERRIS CFD 2001-3 ANNEXATION NO. 56  
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. 56]**

**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. 56 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 30<sup>th</sup> day of May 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 11th day of April, 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 11th day of April, 2023, by the following called vote:

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

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

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

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

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

**Exhibit A**

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

**SPECIAL TAX RATE AND METHOD OF APPORTIONMENT**

**A. BASIS OF SPECIAL TAX LEVY**

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

**B. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C. DURATION OF THE SPECIAL TAX**

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

**D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES**

**1. Classification of Parcels**

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

**2. Maximum Special Tax Rates**

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

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

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

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

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

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

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

**F. ADMINISTRATIVE CHANGES AND APPEALS**

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

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

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

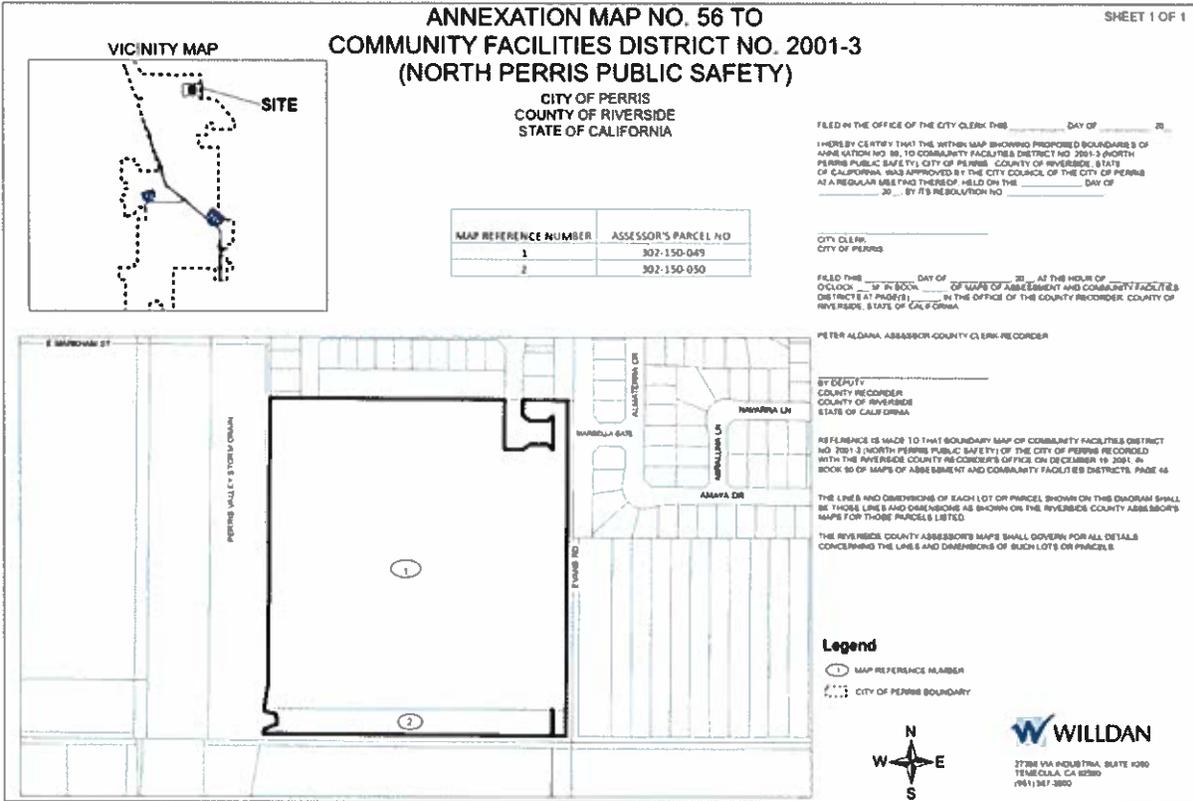
**G. MANNER OF COLLECTION**

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

Exhibit B

COMMUNITY FACILITIES DISTRICT NO. 2001-3  
(NORTH PERRIS PUBLIC SAFETY)  
OF THE CITY OF PERRIS, ANNEXATION NO. 56

BOUNDARY MAP





10.F.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 11, 2023

**SUBJECT:** Consideration of the Green Business Certification Inc.'s (GBCI) Project SITES® Certification for Enchanted Hills Park located at 1400 Weston Rd. Perris, CA 92570

**REQUESTED ACTION:** That the City Council Authorize the City Manager to execute Green Business Certification Inc. SITES® Certification Agreement and Confirmation of Agent's Authority, and any project related documents, subject to approval by the City Attorney as to form.

**CONTACT:** Sabrina Chavez, Director of Community Services *SC*

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#### BACKGROUND/DISCUSSION:

In August 2022, Enchanted Hills Park, located at 1400 Weston Road, Perris CA 92570, was completed offering the community a variety of active and passive recreation activities. As part of the design development, the new 22-acre park was planned with innovative and sustainable features preserving the site's existing natural environment and native elements, which deems this project as a potential candidate to receive SITES® certification. Through these efforts, the city is leading the charge in sustainable park design with the goal of becoming the Inland Empire's first public project to earn SITES® certification for environmentally responsible design and implementation.

The Sustainable SITES® Initiative ("SITES®") is the most comprehensive program for designing, developing and maintaining sustainable landscapes. The SITES® rating system helps conserve, restore and create the benefits provided by healthy ecosystems. The SITES® rating system is administered by Green Business Certification Inc. ("GBCI"), the premier organization independently recognizing excellence in green business industry performance and practice globally. SITES® is a complement to the U.S. Green Building Council's LEED green building rating system.

On November 4, 2020, staff briefed the Parks and Recreation Committee and was directed to move forward with the application to register and consider the Enchanted Hills Park ("Project") for a SITES® certification. In January 2021, the SITES® candidacy process was initiated through the registration of the Project with GBCI and payment of the registration fee was issued by the city in the amount of \$8,000.00 to GBCI. The application registration fee was required to be paid prior to the start of the project construction, and certification of the park, if granted, would be evaluated after park completion for consideration by GBCI.

Now that the park construction is complete, the city is finalizing the process needed for submittal to SITES® officials with the goal of obtaining certification for Enchanted Hills Park. Assisting the city in these efforts, is Community Works Design Group (“CWDG”) who was previously contracted to perform all tasks necessary for the successful completion of the design and construction of the park project, including the preparation and application submittal for the Sustainable SITES® Initiative certification.

Community Works Design Group has finalized all required exhibits, narratives and documentation for final submission to GBCI for project consideration. As part of the application submittal, the city must execute the SITES® Certification Agreement to GBCI in relation to the Enchanted Hills Park Project, and Confirmation of Agent’s Authority to grant CWDG to facilitate the successful completion of the SITES® Certification application process upon determination by GBCI which is anticipated in July 2023.

---

**BUDGET (or FISCAL) IMPACT:** Costs associated with the application of the GBCI SITES® Certification for the Enchanted Hills Park Project in the total amount of \$8,000.00 was previously approved and paid in January 2022. Therefore, no impacts are anticipated.

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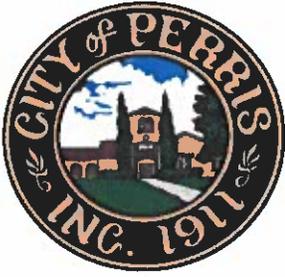
Prepared by:

**REVIEWED BY:**

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

Attachments: 1: Sustainable SITES® Case Study: Enchanted Hills Park  
2: Green Business Certification, Inc Project Certification Agreement  
3: Green Business Certification, Inc Confirmation of Agent’s Authority

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



**CITY OF PERRIS**  
COMMUNITY SERVICES

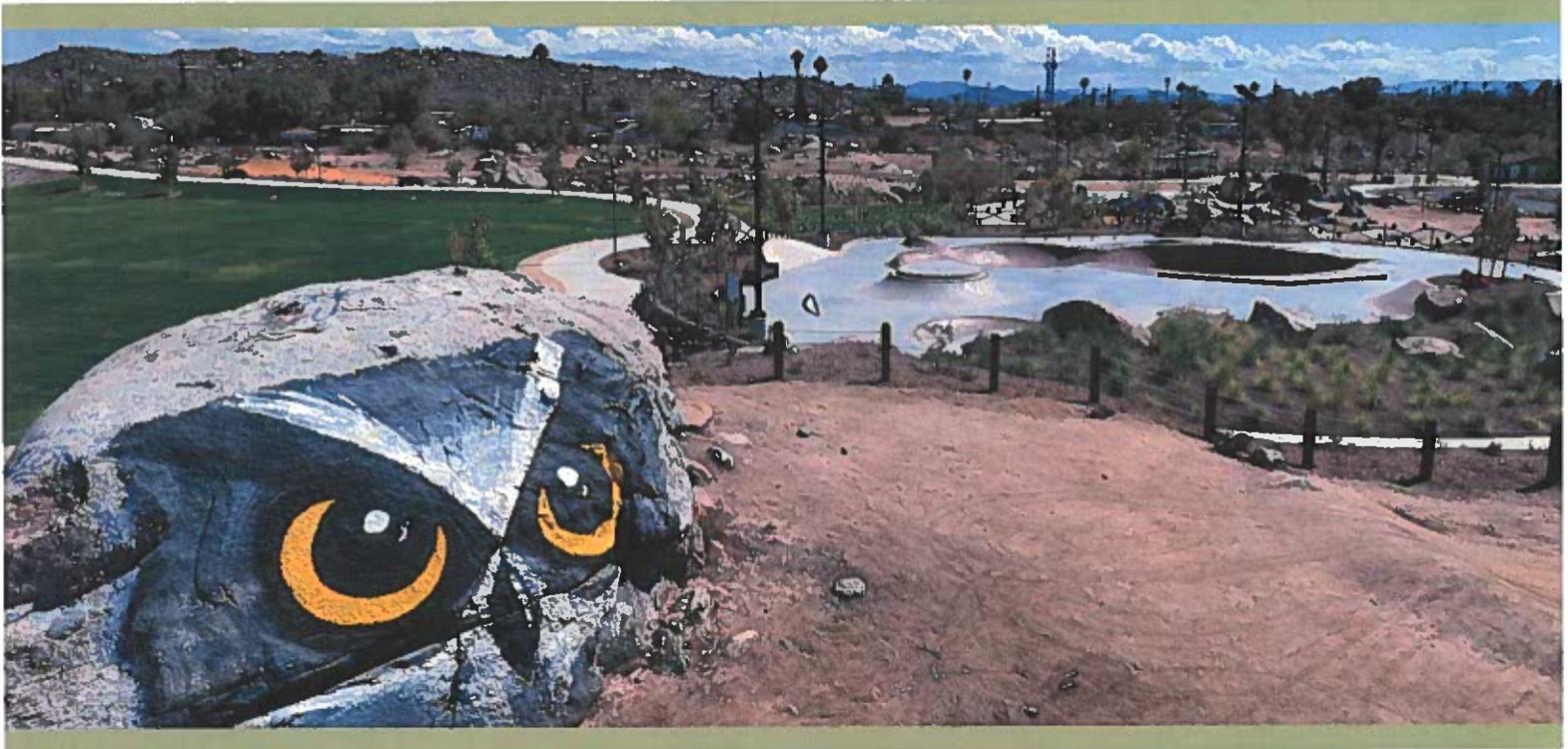
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**ATTACHMENT 1:  
SUSTAINABLE SITES® CASE STUDY  
ENCHANTED HILLS PARK**

# Enchanted Hills Park

PERRIS, CALIFORNIA

## Sustainable SITES Case Study



# project details

## ENCHANTED HILLS PARK, Perris, California

**Area:** 22 acres

**Project Type:** Community Park

**Former Land Use:** Undeveloped, Vacant

**Terrestrial Biome:** Mediterranean Forests, woodlands and scrubs

**Total Park Improvements Costs:** \$8,695,000



**PARK'S NORTHERN AMENITIES**

Images: Author

## project summary

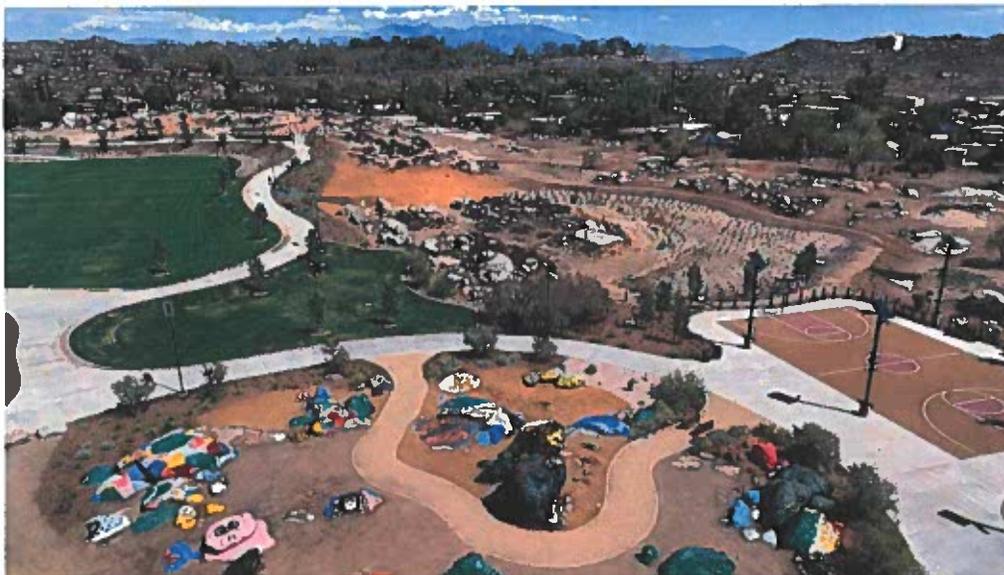
### **ENCHANTED HILLS PARK, Perris, California**

In this once derelict site, the City of Perris saw the valuable wild foliage, native landscape, and natural stone outcroppings that would be the perfect back drop for its community to gather, exercise, and enjoy SoCal's idyllic weather.

The dedicated design professionals and City residents created a place where community -strengthening social connections could be made and environmental conservation would be understood and appreciated. They have created an inclusive space full of amenities for users of all ages and abilities while embracing existing features like the community-made BMX track and owl mural that reflect local cultural identity.

Formerly 22-acres of uninhabitable, blighted property, Enchanted Hills Park is now a robust park space for the City of Perris. The design team enhanced the existing community-made BMX track they added other active park play elements such as multiple playground structures, splash play, a skate spot, zip lines, and basketball courts. More relaxed park features include trails and walking paths, shaded seating, picnic and barbeque areas and a large lawn area. At this park users can appreciate some local culture by viewing ceramic art tiles drawn by local elementary school children or visiting the painted rock murals, inspired by "The Owl". Painted by a neighborhood artist for his children, The Owl has been a long-standing neighborhood fixture since before the park's development.

The design also incorporated onsite stormwater features, native plant gardens, and low-water use irrigation to bolsters the long-term sustainability of this park. By including interpretive signage throughout the park, users are educated on the importance of certain design elements throughout the site.



**PARK'S SOUTHERN AMENITIES**

Image: Author

## site context

### Location + Climate

Perris, California is located approximately 70 miles east southeast of Los Angeles in Southern California's Riverside, County. Enchanted Hills Park is located just west of the City of Perris city center, and its 22 acres is nestled within a residential section of the city.

Climate data:

- Typical July high and low temps: 97 F°/57 F°
- Typical January high and low temps: 65 F°/35 F°
- Average Annual Precipitation: 10.42 inches
- 60<sup>th</sup> percentile rainfall event: 0.37 inches

### Constraints + Opportunities

Rocky soils and some rugged topography were the site's most formidable constraint and opportunity. The site was riddled with exposed bedrock and large boulders. The team used the opportunity to work with the unique site features and incorporate them into the design. Many of the boulders on site designed to remain in place, helping to create a unique sense of place. Boulders became part of the skate spot feature, created natural boundaries to play areas, and some even became mural canvases for local artists.



**NATURAL SITE FEATURES**

Image: Author

## challenges + **solutions**

### **Urban Blight**

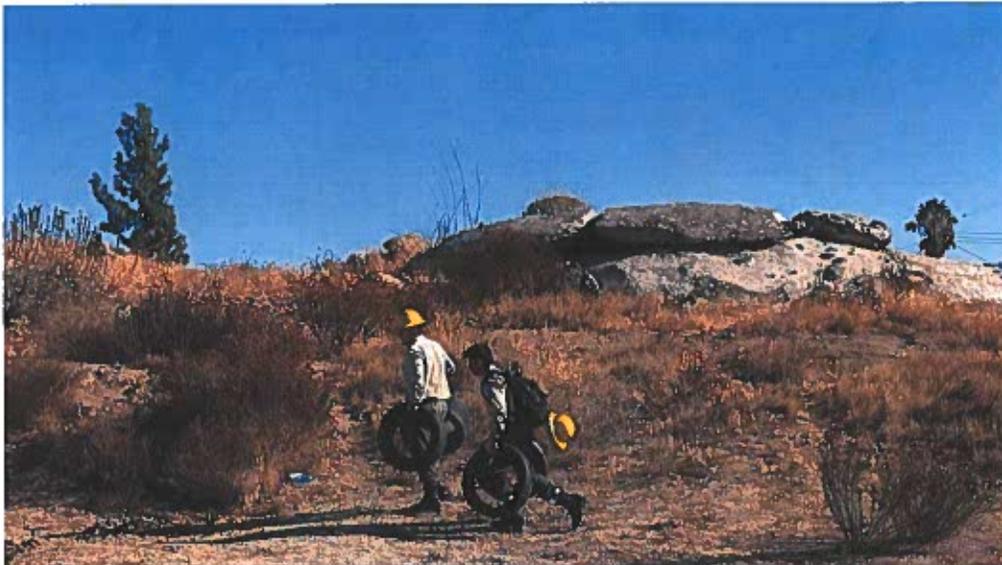
Large portions of the 22 acre site had become a makeshift dumping site that is detrimental to the safety, health and welfare of the community. This area was unsightly, unsafe, abandoned, and uninhabitable. Prior to installation of the park, the site was noted by local police for drug issues, illegal dumping, and other criminal activity.

One of the first steps in creating the new park was to bring in Southern California Mountains Foundation, a non-profit that supports youth development through conservation initiatives environmental education, training, and hands-on service projects. The Foundation's crew cleaned the site of debris and cleared the site of invasive plant species.

It was imperative that the design process include input from local law enforcement to maintain the safety and security of the park. The design reflected the recommendations of law enforcement and the requests of citizens. The final design included classic landscape design safety strategies such as clear sight lines, ample lighting, and security cameras.

### **Site Ownership**

One of the first project hurdles was property ownership. The City worked for several years to obtain ownership of the many parcels that make up the park site.



**SITE CLEAN-UP EFFORTS**

Image: Author

## sustainable **features**

### **Healthy Play for All**

The 22-acre park provides ample opportunity for site users to get outside and get moving! Certain segments of the population such as young children, older adults, and those with lower incomes are often more susceptible to a variety of health risks. The rate of overweight or obese adults in the City of Perris is higher than that of Riverside County and the State of California. Enchanted Hills Park includes a large trail network, several children's play structures, a splash play area, zip lines, a skate park, and a large open lawn area for Perris residents of all ages and abilities to enjoy while improving their health.

Prior to project initiation, local residents had created a BMX course onsite. Hearing their residents' requests, the City retained and improved the existing BMX course. Installation of bike racks and a bike repair station supports BMX track users while also encouraging alternate modes of transportation that reduce pollution.



**SEVERAL SITE PLAY AREAS**

Image: Author

## Place Making

Enchanted Hills Park features large boulder formations throughout the park that are utilized as rock-climbing walls and backdrops for seating areas where users to stop, read, rest, and enjoy the restorative effects of time spent in nature. Local artists were also recruited to paint stones located in a mural garden within the park. Children from the nearby elementary school also provided artwork to display outside the park's restroom facility. These installations provide a sense of community ownership and pride in the park, which also helps combat graffiti and vandalism.



**CHILDREN'S ART MOSIACS**

Images: Author

## Stormwater Management

Park stormwater is captured using both pervious pavement and onsite water infiltration basins that protects water quality and allows for ground water recharge. The system manages rainfall events just beyond the 70th percentile (0.48 inches). Walking paths and educational signage near pervious pavements and detention basins connect and inform site users of these sustainable park amenities.

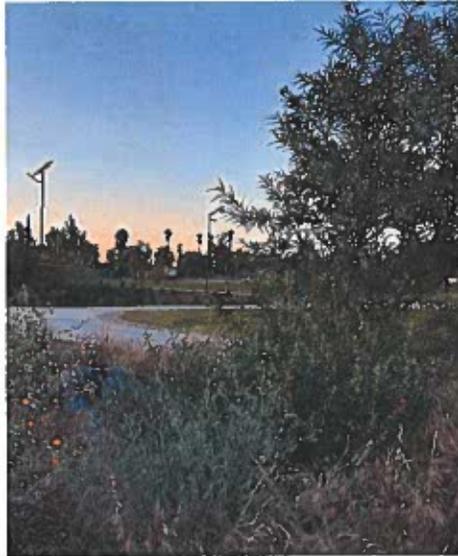


**STORMWATER DETENTION BASIN**

Image: Author

## Vegetation

Portions of the project area that were not slated for construction activity were thinned of invasive and non-native plant species as identified by the California Invasive Plants Inventory, and over 2.5 acres of planter areas including 174 trees were established on site. The drought-tolerant native plantings reduce irrigation needs while working to remediate “heat island” due to increasing residential and industrial developments within the city. The park also supports mental health restoration as users enjoy time in nature. And Educational display boards provide visitors with lessons on native plants, local wildlife, and other conservation efforts.



**NATIVE PLANTING**

Image: Author

## Irrigation

Site irrigation system utilizes a Calsense controller with “Weathersense” real-time ET technology, and communicates with the City’s Calsense Central Control System to make immediate network adjustments. The Enchanted Hills landscape and irrigation system beats U.S. EPA’s WaterSense Water Budget, using only 54% of the site’s allocation.

## cost comparison

In reviewing Enchanted Hills Park as a collection of sustainable items that can generate value in many ways for the City and local residents, their long-term benefits outnumber initial investment costs when compared to the lifespan and environmental impact of traditional materials and management practices that may have lower upfront costs, additional future cost, and limited long-term benefits.

## Planting

The initial increased costs of invasive species removal and native palette use is quickly offset when compared to use of traditional ornamental plantings that require more water and maintenance. Further, the introduction of native plant communities improves biodiversity,

reduces temperatures, increases carbon capture, and improves air quality, all of which benefits the overall health of the community.

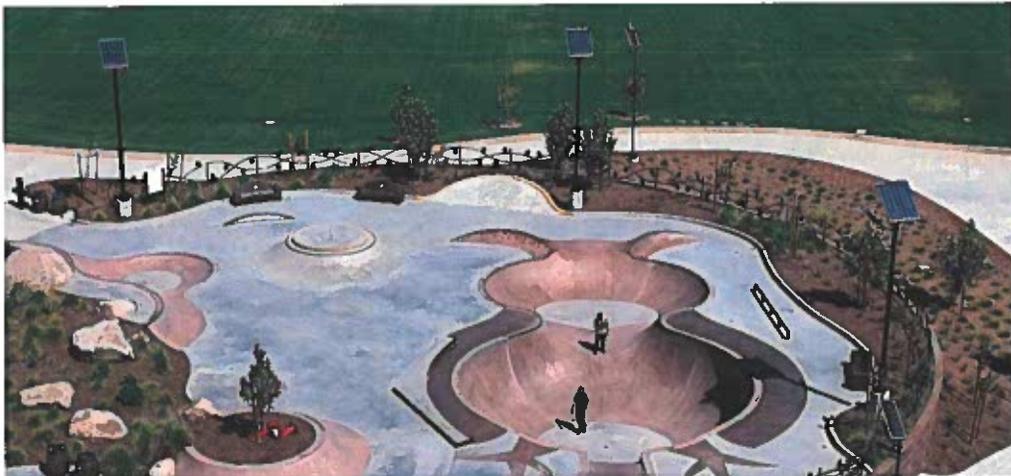
### **Stormwater**

A key benefit to improving this previously impacted site, the processes of retaining and absorbing as much of the stormwater as possible aids in continual improvement of the overall soil structure and quality, which in-turn supports the native plantings.

Paving solutions that help capture water and require use of additional non-sustainable products such as additional semiannual coatings, thus breaking the cycle of constant costly reoccurring maintenance inputs.

### **Energy Use**

Solar lighting simplifies the impact and cost of additional support systems such as conduits and dependence on the local grid for safety and security lighting.



**SOLAR LIGHTING**

Images: Author

The City reviewed and supported additional costs impacts due to sustainable site features based on long-term performance and savings the sustainable features provided as compared to traditional materials and solutions. For example, on-site stormwater collection and management, permeable paving, recirculation systems for water play, and solar powered lighting features all added initial cost to the project budget when compared to traditional methods and or materials; however, The City felt that the long-term benefits of the sustainable practice would lead to lower long-term maintenance and infrastructure costs.

## lessons learned

Stakeholder priorities or buy-in may change over the course of the project. For Enchanted Hills, some community volunteers and artists who were initially excited to be part of the project, lost interest as time passed between the outreach and construction phases of the project. The project team was then required to make alternate plans late in the construction phase to ensure project murals were completed. In this case, to maintain excitement for the project and help combat volunteer drop, the outreach team could have maintained regular communication to maintain volunteer interest; or the project team could have on-boarded more volunteers than required for the project, while assuming a certain rate of volunteer attrition.

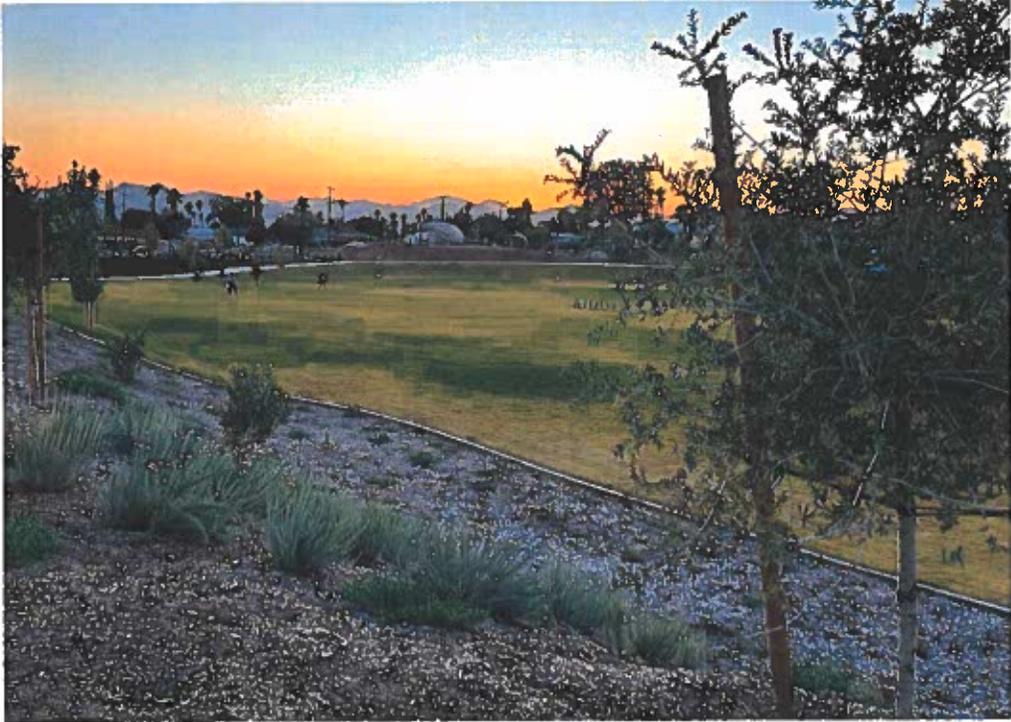


**ROCK MURAL GARDEN**

Image: Author

## maintenance + monitoring

The design team worked with the City's maintenance staff to develop a landscape maintenance plan for short and long term sustainable site maintenance, and includes vegetation management techniques for this unique climate and employs Integrated Pest Management and organic landscape care strategies.



**NATIVE PLANTING**

Image: Author

## project **team**

Owner:	<i>City of Perris California</i>
Landscape Architect:	<i>Community Works Design Group (prime)</i>
Civil Engineer:	<i>Adkan Engineers</i>
Electrical Engineer:	<i>RASC Engineering</i>
Structural Engineer:	<i>Innovative Structural Engineering</i>
Geotechnical Engineer:	<i>LOR Geotechnical Group</i>
Biological Expert:	<i>HELIX Environmental</i>



**CITY OF PERRIS**  
COMMUNITY SERVICES

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**ATTACHMENT 2:  
GREEN BUSINESS CERTIFICATION, INC.  
PROJECT CERTIFICATION AGREEMENT**

# GBCI SITES™ PROJECT

## CERTIFICATION AGREEMENT

**BY ACCEPTING THIS GBCI SITES™ PROJECT CERTIFICATION AGREEMENT ("AGREEMENT") YOU ACKNOWLEDGE THAT YOU ARE FULLY AWARE OF AND AGREE TO ALL OF THE FOLLOWING TERMS, CONDITIONS, AND PROVISIONS, YOU REPRESENT THAT YOU HAVE CONSULTED WITH AN ATTORNEY ABOUT YOUR RIGHTS AND OBLIGATIONS HEREUNDER, AND YOU ARE HEREBY ENTERING INTO A LEGALLY BINDING AGREEMENT.**

This Agreement is entered into by You (as defined below) and the Green Business Certification Inc. ("GBCI"), a non-profit corporation of the District of Columbia located at 2101 L Street, NW, Suite 500, Washington, DC 20037, and constitutes a binding agreement between You, on the one hand, and GBCI, on the other hand. As used herein, the terms "You," "Your," "Yourself," and "Owner" refer to the individual(s) or entity(ies) that holds all legal right to possess and control the real and personal property associated with the Project (defined below) and that is executing this Agreement, as may be implemented by a third party such as a landscape architect, property manager or consultant who has been granted authority to act on Your behalf (Your "Agent").

If Your Agent is entering into this Agreement on Your behalf, You represent and warrant that You have completed a "Confirmation of Agent's Authority" (available at <https://sitesonline.usgbc.org>) and that You or Your Agent will provide this form to GBCI upon execution of this Agreement. In such instance, GBCI shall have no obligation to render any decision or provide any other information with respect to SITES Certification of this Project until You have provided this form to GBCI. GBCI agrees that Your Agent has no responsibility for the breach of any contractual obligations arising from the Agent's authorized conduct on Your behalf. Any attempt to modify the terms of the Confirmation of Agent's Authority may render the form invalid as to be determined by GBCI in GBCI's sole discretion.

If more than one person or entity constitutes an Owner as defined herein, such parties must irrevocably designate You as the sole Owner with the authority to accept this Agreement and work directly with GBCI for the purpose of administering the certification process (the "Primary Owner"). GBCI will only communicate with and take direction from You as the Primary Owner with regard to the performance of GBCI's obligations under this Agreement.

**1. PURPOSE.** The purpose of this Agreement is to establish the terms and conditions of the Sustainable Sites Initiative (SITES) Certification Program (the "Program,") to which You (and Your Agent, if any) are bound.

**2. THE PROGRAM.** The Sustainable Sites Initiative (SITES) is a set of standards that seek to align land design and development practices with the functions of healthy ecosystems. The Program consists of the process whereby owners of real property may apply to GBCI for SITES certification. SITES certification refers to GBCI's determination that the project has satisfied the requirements of the SITES rating system and has accumulated all prerequisites and the minimum number of points necessary to achieve SITES Certification (i.e., SITES Certified™, SITES Silver®, SITES Gold® or SITES Platinum®).

**3. THE PROJECT.** As used herein, the term "Project" refers to the real and personal property (including structures, land, fixtures, etc.) that You register under this Agreement for the purpose of seeking SITES Certification. The "Project" must meet eligibility criteria as are more fully set forth in the Rating System, Certification Guide and Reference Guide, all of which are hereinafter defined and incorporated by reference.

#### **4. APPLICATION AND RATING SYSTEM.**

4.1 Upon registering Your Project, You will gain access to an electronic application (the "Application") to be used for the sole purpose of applying for SITES Certification from GBCI. The Application consists of a collection workbooks and other materials ("Materials") specific to the SITES Rating System (defined below) and the particular format of each Project. You are not required to submit an Application, and may exit the Program at any time.

4.2 Each Application is designed to elicit information necessary to determine if a Project complies with the requirements of the SITES Rating System.

4.3 The SITES Rating System may be revised and updated from time to time, Your Project will be held to the Rating System Requirements that exist at the time Your Project is registered.

4.4 The SITES Rating System ("Rating System") is defined as that set of criteria that is published and available for review on the following webpage: <http://www.sustainablesites.org>, and which is incorporated by reference into this Agreement. You hereby represent and warrant that You have fully reviewed and understand the Rating System requirements.

## **5. CERTIFICATION GUIDE & REFERENCE GUIDE.**

5.1 As used herein, the term "Certification Guide" refers to "The Guide to SITES Certification" published by GBCI. The Certification Guide contains extensive information and instructions related to the Program including associated policies, processes and guidelines. You agree to comply at all times with the Certification Guide, including all updates and changes provided to You or made available by GBCI from time to time. The Certification Guide is incorporated by reference into this Agreement and is available for review online at the following webpage: <http://www.sustainablesites.org/certification>. You hereby represent and warrant that You have fully reviewed and understand the Certification Guide, and You agree to check for updates often.

5.2 As used herein, the term "Reference Guide" refers to the SITES v2 Reference Guide For Sustainable Land Design and Development associated with the Rating System which GBCI shall use to interpret and apply the requirements of the Rating System. The Reference Guide is available for purchase at the following webpage: <http://www.sustainablesites.org/resources>. GBCI may periodically update the Reference Guide by publishing Addenda online on the SITES website. You agree to comply at all times with the Reference Guide and applicable Reference Guide Supplement, if any, including all changes and Addenda published by GBCI. You hereby represent and warrant that You have fully reviewed and understand the applicable Reference Guide, and You agree to check for updates often.

## **6. CERTIFICATION REVIEW.**

6.1 Upon receipt of Your Application, GBCI will initiate its review to determine if Your Project is eligible for SITES Certification, and if so, the appropriate level of SITES Certification to be conferred. During a review, GBCI may request additional documentation, resubmission of calculations and any other information GBCI deems relevant. GBCI will strive to meet the review timelines set forth in the Certification Guide (each, a "Review Timeline"); however, the Review Timelines are estimates only. GBCI's failure to meet any Review Timeline will not be considered a breach of this Agreement and You will not be entitled to any remedy, including a refund of any portion of any Fees paid by You under this Agreement. Further, GBCI's failure to meet any Expedited Review Timeline provided in the Certification Guide will not be considered a breach of this Agreement and You will not be entitled to any remedy under this Agreement; however, GBCI will refund any premium fees paid by You to expedite the review.

6.2 You recognize and acknowledge that GBCI is a nonprofit organization engaged in the effort to lessen the environmental impacts of buildings and communities, and that the Program, while regulated by specific policies and standards of GBCI, also requires discretion and judgment. The decision whether to grant or deny SITES Certification to a Project will be made in the sole discretion of GBCI based on GBCI's interpretation of the Rating System, the sufficiency of the submitted Project Information (defined below), and any other information or factors that GBCI deems relevant.

**7. SITES Online Platform/Upgrade of website.** The website hosting the Application ("SITES Online") will be available to You twenty-four hours a day, seven days a week, other than when unavailable for maintenance, however GBCI does not guarantee the availability of SITES Online or that access to SITES Online will be uninterrupted or error free. GBCI reserves the right to interrupt, limit, or suspend SITES Online from time to time for purposes of maintenance, upgrades, modifications, or similar reasons. You understand and agree that GBCI may upgrade or otherwise modify SITES Online at any time in its sole discretion and that GBCI shall not be held responsible or liable for any damages arising from any interruption, suspension, or termination of SITES Online, regardless of the cause.

**8. OPTIONAL SERVICES.** GBCI may make available certain optional services to assist You to complete the Application, apply the Rating System requirements to Your Project, confirm Your status as a participant in the Program, and/or confirm the status or progress of Your Project, including without limitation, the review of and response to credit interpretation requests and/or innovation credits, the review and approval of corrective action reports, the undertaking of additional audits, the undertaking of appeals, and other services related to the Program (collectively, "Optional Services"). You acknowledge and agree that the performance of all Optional Services by GBCI, and/or GBCI's subcontractors shall be governed by the terms of this Agreement, including without limitation, all provisions herein related to indemnification and limitations of liability.

## **9. FEES.**

9.1 In consideration for GBCI's review of Your Project Information (defined below) and the provision of any Optional Services that You request under this Agreement, You agree to pay GBCI certain fees in accordance with the SITES Certification Fees (the "Fee Schedule"), (collectively, the "Fees"). The Fee Schedule is available for review online at the following webpage: <http://www.sustainablesites.org/certification>. The Fees that You will incur will vary depending on factors particular to your project and the amount of Optional Services You request. GBCI will invoice You for all applicable Fees as they are incurred. All Fees must be paid within thirty (30) calendar days of the date of GBCI's invoice. You hereby represent and warrant that You have fully reviewed and understand the Fee Schedule, and You agree to check for updates often.

9.2 All fees are calculated on the date on which they occurred. GBCI reserves the right to increase the Fees by no more than twenty seven percent (27%) per calendar year. You agree to pay the then-current fees as they are incurred. GBCI will provide You with no less than ninety (90) days prior written notice of any Fee increases. You may elect to pay any Fees in advance. If You pay any Fees in advance, You will not be charged for the difference should a subsequent increase occur. If You do not agree to any of GBCI's Fee increases, Your sole remedy is to terminate this Agreement pursuant to Section 12.1(a). In the event You elect to terminate this Agreement, You will forego any benefit for which You have paid in advance, and GBCI will not be required to provide You with any refund.

**10. PROJECT INFORMATION.** In order to complete the SITES Certification application process, You must submit extensive information to GBCI related to the Project, including without limitation, any information related to You or Your Project provided prior to executing this Agreement, information contained within the Application(s) and any additional information or data provided to GBCI in connection with the Project (collectively, "Project Information"). You hereby grant GBCI, GBCI's subcontractors and USGBC a perpetual, non-exclusive, royalty-free, fully paid-up and irrevocable license to access, view, reproduce and otherwise use all Project Information submitted to GBCI, including all copyrighted materials, trademarks and other proprietary information, for the purposes of assessing the Project. This license also grants GBCI and its affiliated nonprofit organization, the U.S. Green Building Council, Inc. ("USGBC") the right to use, reproduce, publish, create derivative works from, perform and display such Project Information as described in the Certification Guide. GBCI and USGBC reserve the right to change the ways they use and disclose Project Information regarding Your Project; provided however, GBCI will provide You with no less than ninety (90) days prior written notice of any changes.

Nothing in this Agreement shall prevent USGBC or GBCI from disclosing information where legally compelled to do so by duty, order or command under color of law. Unless prohibited by law, prompt notice of any compelled disclosure will be provided to You to facilitate an opportunity to limit or prevent such disclosure at Your sole expense. Without limitation, GBCI and/or USGBC may disclose Project Information if such disclosure, in GBCI's or USGBC's sole discretion, is deemed to be in the interest of public safety.

GBCI does not wish to receive classified information. Any information or material submitted to GBCI will be deemed not to be classified. By submitting information to GBCI, You represent that such information, be it submitted in connection with an Application for SITES certification or otherwise, is not controlled for export under the International Traffic in Arms Regulations, 22 C.F.R. Part 120 et seq., or the Export Administration Regulations, 15 C.F.R. Part 730 et seq.

## **11. TRADEMARKS.**

11.1 GBCI owns all rights to several proprietary trademarks, service marks, certification marks, logos and other graphic images, including, but not limited to, the "SITES" trademark and the SITES Certification trademarks (collectively, the "Marks") and, in the event You receive SITES Certification, GBCI has the right to grant You the limited right to use the Marks as set forth herein. The Marks constitute valuable intellectual property held by GBCI and their licensors and are protected by law. You acknowledge and agree that any unauthorized use of these Marks constitutes both intellectual property infringement and a breach of this Agreement.

11.2 While Your Project is under review, GBCI grants You the limited right to use the applicable Marks (depending on the format of the Program You choose to participate in) to indicate that You are applying for SITES Certification under the Program; provided however, that You are prohibited from using the Marks in any manner that indicates or implies (as determined by GBCI in its sole and absolute discretion) that the Project has achieved, or will achieve, SITES Certification at any level. In the event that Your Project, or any portion thereof, is awarded SITES Certification by GBCI, then, subject to the terms and conditions of this Agreement, GBCI grants You a non-exclusive, non-sublicenseable, non-transferable, revocable (in the sole discretion of GBCI), royalty-free, limited license to use the applicable Marks, depending on the Program in which You choose to participate and the level of SITES Certification achieved, for the purposes of indicating the level of SITES Certification granted in relation to the Project.

11.3 In connection with all use of the Marks as set forth herein, You agree to use the Marks in accordance with all applicable laws, rules and regulations, and You will comply at all times with the SITES trademark policy and as may be

updated from time to time (the "Trademark Usage Policy"), and any other reasonable related standards associated with the use of the Marks as provided by GBCI in writing to You. The Trademark Usage Policy is available at the SITES website as follows: <http://www.sustainablesites.org>. You hereby represent and warrant that You have fully reviewed the Trademark Usage Policy, and You agree to check for updates often.

11.4 All rights not expressly granted herein are reserved by GBCI, and no license is granted hereunder for the use of the Marks for any purpose beyond the uses set forth in this Section 11, or to any other intellectual property of GBCI. You acknowledge and affirm GBCI's ownership of the Marks and the validity and enforceability thereof, and You shall not engage in or support any action, claim or challenge that is inconsistent with the foregoing. All use of the Marks and the goodwill associated therewith shall inure to the sole benefit of GBCI.

11.5 You acknowledge that the Marks and the goodwill associated therewith possess special, unique, and extraordinary characteristics, which make difficult the assessment of monetary damages that GBCI would sustain as a result of Your unauthorized use of the Marks. You recognize that GBCI would suffer irreparable injury by such unauthorized use and agree that injunctive and other equitable relief is appropriate in the event of a breach by You of any of the terms of this Section 11. Such remedy shall not be exclusive of any other remedies available to GBCI, nor shall it be deemed an election of remedies by GBCI.

## **12. TERM AND TERMINATION.**

12.1 The term of this Agreement begins when You accept this Agreement in accordance with Section 29 below, and shall continue in effect unless terminated as follows:

- a. You may terminate this Agreement in whole or in part at any time upon thirty (30) days written notice.
- b. GBCI may terminate this Agreement in full, immediately and without notice to You if You fail to timely pay GBCI any Fees due under this Agreement.
- c. Without limiting the forgoing clause regarding non-payment, this Agreement shall terminate in full if You breach Your obligations under this Agreement and You fail to cure such breach within thirty (30) days from the date of notice of breach provided to You by GBCI. Such breach of obligations shall include, without limitation, Your misuse of any Marks or other intellectual property held by GBCI, and any misstatement, whether intentionally or unintentionally made, in the Project Information that You submit in connection with the Program.
- d. This Agreement will automatically terminate in full if GBCI delivers final notice to You that Your Project has been denied SITES Certification and you have exhausted all opportunities to appeal this determination.
- e. This Agreement will automatically terminate in full to the extent You sell, transfer or otherwise dispose of all or substantially all of Your interest in the Project. Prior to a decision by GBCI concerning whether to grant certification to Your Project, this Agreement may be transferred to a new owner only to the extent such a new owner agrees to assume Your obligations as a party to this Agreement as evidenced by a fully executed "Change of Owner Agreement" (which GBCI will provide to you upon request), and such Change of Owner Agreement is provided to and accepted by GBCI, in its sole discretion. Should You sell, transfer or otherwise dispose of all or substantially all of Your interest in the Project after GBCI has awarded Your Project certification, You hereby agree that GBCI may permit the new owner of Your Project access to the documents you submitted for certification and that GBCI may identify such new owner as the Owner of Your Project. You agree that GBCI may rely on reasonable evidence to demonstrate that that new owner is the Owner of Your Project; should GBCI determine to allow such new Owner such rights, GBCI will use reasonable efforts to notify you of the same at the email addresses provided by You to GBCI in the Application.
- f. This Agreement will automatically terminate in full upon: i) the complete or substantial demolition of the Project; ii) Your failure or unwillingness to comply with any applicable ongoing Rating System Requirements; or iii) the revocation or expiration of SITES Certification for the Project as set forth in the Certification Guide.
- g. You acknowledge that GBCI has established prestige and goodwill in the Program and the Marks, which are well recognized in the minds of the public throughout the world. It is of great importance, and in the mutual interest of You and GBCI that all Projects registered under this Agreement embody the highest standards and reputation connected with GBCI and SITES. Therefore, You agree that if You use the Marks in any manner that could or does disparage, tarnish, or dilute the distinctive quality of the Marks or the reputation and goodwill embodied in the Marks, or which would reflect adversely on the Marks, any of the GBCI Indemnitees, the SITES Rating System, and/or the Program, in GBCI's sole discretion, then at the time of any such act or at any time after GBCI learns of any such act, GBCI will have the right, at its sole option, to terminate this Agreement by written notice to You.

12.2 Upon termination of this Agreement pursuant to Section 12.1 above:

- a. Your access to the Application(s) for the associated Project will be revoked by GBCI, and GBCI may, in its sole discretion, delete or destroy any such Application(s) and Material(s) and all data therein;

b. All of Your rights to use the Marks pursuant to the license granted under Section 11, will terminate and You must immediately discontinue all use and display of the Marks (or, if the Project includes more than that which was terminated, with respect to the applicable portion of the Project).

c. All fees owed to GBCI by You as of the effective date of such termination must be paid to GBCI in full within thirty (30) days of the effective date of such termination. There shall be no refund of any fees paid or owed to GBCI under this Agreement.

12.3 It is expressly understood and agreed that the parties' respective obligations under this Agreement in Articles 9 and 10, Sections 11.1, 11.3, 11.4, and 11.5, Articles 12 through 16, and Articles 19 through 29 shall survive any termination of this Agreement.

**13. REPRESENTATIONS AND WARRANTIES.** You hereby warrant and represent that:

13.1 You have the power and authority and the legal right to enter into this Agreement and to grant the rights and perform the obligations set forth herein. If this Agreement is executed by Your Agent, the Agent has the power and authority and the legal right to enter into this Agreement and to grant the rights and perform the obligations set forth herein on Your behalf and this Agreement constitutes a legal, valid and binding obligation on You that is enforceable against You in accordance with its terms. If more than one person or entity constitutes an Owner as defined herein, You represent and warrant that all other persons or entities constituting an Owner under this Agreement, if any, have each completed a "Confirmation of Primary Owner's Authority" (available at <https://sitesonline.usgbc.org>) confirming Your authority to act on their behalf, and that these forms will be provided to GBCI by You or Your Agent upon execution of this Agreement by written notice. You therefore represent and warrant that You have been irrevocably, explicitly and actually granted the power and authority and the legal right by all Owners, as the Primary Owner, to enter into this Agreement and to grant the rights and perform the obligations set forth herein on behalf of all Owners, including Yourself, as necessary to render this Agreement a legal, valid and binding obligation against all Owners, including Yourself, and that is enforceable against all Owners, including Yourself, in accordance with its terms. The obligations of all Owners, including Yourself, shall be joint and several and the GBCI Indemnitees (defined below) may enforce their rights against any Owner in any order.

13.2 You have taken all necessary action required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;

13.3 You have the right to provide all Project Information provided to GBCI by You or on Your behalf, to grant the licenses to GBCI, GBCI's subcontractors and USGBC as purported to be granted pursuant to this Agreement and to otherwise grant the rights granted under this Agreement;

13.4 No rights granted by You to GBCI, GBCI's subcontractors or USGBC pursuant to this Agreement are in violation of any other agreement; and

13.5 The Project Information is and will be true, correct and complete, and accurate in all respects, and does not and will not infringe upon or misappropriate the intellectual property rights of any third party.

**14. INDEMNIFICATION.**

14.1 You agree to indemnify, defend and hold harmless GBCI, USGBC and each of their respective officers, directors, employees, agents, representatives, affiliates, subcontractors, subsidiaries and independent contractors (collectively, the "GBCI Indemnitees") from and against all claims, actions, suits, losses, costs, liabilities, judgments, damages and expenses, including reasonable attorneys' fees, court costs, litigation expenses and related expenses (collectively, "Claims") arising out of or relating to (i) Your breach of any of the representations, warranties or obligations set forth herein, (ii) any incompleteness or inaccuracy of the Project Information, (iii) Your use of the Marks other than as set forth in Section 11, (iv) any third party claim, (v) Your use of, and/or reliance upon, any SITES Certification awarded under this Agreement, and/or (vi) Your Project (whether or not Your Project has received SITES Certification); all of the foregoing, except to the extent such Claim was directly caused by the gross negligence or willful misconduct of GBCI, GBCI's subcontractors and/or USGBC. You understand and agree that it is specifically intended for You to indemnify the GBCI Indemnitees for their sole negligence and contributory negligence but not for their gross negligence or willful misconduct. To the extent You are required to indemnify any of the GBCI Indemnities, You shall not enter into any settlement without obtaining GBCI's prior written consent. Without limitation of the foregoing, any or all of the GBCI Indemnitees may elect to participate in any cause of action with counsel of their choosing at their own expense.

14.2 If, subsequent to the acceptance of this Agreement, it is determined that such acceptance was by an unauthorized individual or entity purportedly acting on the behalf of the party (or parties) that holds all legal right to possess and control the real and personal property associated with the Project, the person or entity that accepts this Agreement acknowledges and agrees that, as between such person or entity and GBCI, such person or entity shall be responsible for all liability to, and incurred by, the GBCI Indemnitees and all third parties, and such person or entity hereby agrees to

indemnify, defend and hold harmless the GBCI Indemnitees for any and all Claims arising out of or relating to this Agreement. No settlement shall be entered into without GBCI's prior written consent and any or all of the GBCI Indemnitees may elect to participate in any cause of action with counsel of their choosing at their own expense.

**15. DISCLAIMER OF WARRANTIES.**

**15.1 NEITHER GBCI NOR USGBC MAKES ANY (AND BOTH GBCI AND USGBC HEREBY DISCLAIM, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY AND ALL) WARRANTIES, REPRESENTATIONS, AND CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, TITLE, AGAINST INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROGRAM, THE RATING SYSTEM, ANY APPLICATION, FORM OR MATERIALS, THE SITES CERTIFICATION REVIEW PROCESS, AND ANY OPTIONAL SERVICES PROVIDED BY OR ON BEHALF OF ANY GBCI INDEMNITEE. GBCI AND USGBC EXPLICITLY DISCLAIM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF SITES ONLINE AND ANY APPLICATION OR FORM FOR ANY PURPOSE OTHER THAN FOR THE PURSUIT OF SITES CERTIFICATION FROM GBCI.**

**15.2 ALL DETERMINATIONS RELATED TO SITES CERTIFICATION ARE IN THE SOLE AND ABSOLUTE DISCRETION OF GBCI AND IN NO EVENT SHALL ANY GBCI INDEMNITEE HAVE ANY LIABILITY AS A RESULT OF ANY DECISION TO GRANT OR NOT TO GRANT SITES CERTIFICATION TO YOUR PROJECT (OR ANY PORTION OF YOUR PROJECT) FOR ANY REASON.**

**15.3 WITHOUT LIMITING THE BROAD SCOPE OF THIS SECTION 15, YOU AGREE AND ACKNOWLEDGE THAT:**

- a. SITES CERTIFICATION IS NOT A REPRESENTATION, AND DOES NOT MEAN THAT YOUR PROJECT (OR ANY INDIVIDUAL BUILDING(S) OR INTERIOR SPACE(S) COMPRISING YOUR PROJECT) IS STRUCTURALLY SOUND OR SAFE, CONSTRUCTED IN ACCORDANCE WITH APPLICABLE LAWS, REGULATIONS OR CODES, FREE OF MOLD OR MILDEW, OR FREE OF VOLATILE ORGANIC COMPOUNDS OR ALLERGENS OR TOXINS, OR THAT YOUR PROJECT (OR ANY INDIVIDUALLY REGISTERED BUILDING(S), INTERIOR SPACE(S) OR RESIDENCE(S) COMPRISING YOUR PROJECT) SHALL ACHIEVE A RELATIVE OR SPECIFIC LEVEL OF PERFORMANCE, OR UTILIZATION OF RENEWABLE, RECYCLED OR RECYCLABLE RESOURCES AS A RESULT OF ANY SITES CERTIFICATION;
- b. ANY GRANT OF SITES CERTIFICATION DOES NOT MEAN THAT GBCI OR USGBC ENDORSES, VERIFIES OR AGREES WITH ANY PROJECT INFORMATION THAT HAS BEEN PROVIDED OR REPRESENTED TO GBCI OR USGBC;
- c. ANY GRANT OF SITES CERTIFICATION SHALL NOT GUARANTEE: (A) COST-SAVINGS FOR THE PROJECT; (B) ECONOMIC BENEFITS FOR YOU OR YOUR AGENT; OR (C) GOVERNMENT INCENTIVES, INCLUDING GOVERNMENT TAX INCENTIVES, FOR YOU OR YOUR AGENT; AND
- d. ANY GRANT OF SITES CERTIFICATION DOES NOT GUARANTEE YOU OR YOUR AGENT OF THE SATISFACTION OF ANY MANDATES OR REQUIREMENT FOR THE PROJECT TO BE CONSTRUCTED "GREEN."

**16. LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL ANY OF THE GBCI INDEMNITEES BE LIABLE TO YOU, YOUR AGENT OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, TAX CREDITS, ECONOMIC BENEFITS, DATA, LOSS OF GOODWILL, OR PERSONAL OR OTHER PROPERTY DAMAGE REGARDING THIS AGREEMENT OR RESULTING FROM OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY ANY GBCI INDEMNITEE OR IN CONNECTION WITH THE PROGRAM, ANY OPTIONAL SERVICES, THE RATING SYSTEM, THE CERTIFICATION GUIDE, THE REFERENCE GUIDE, SITES ONLINE OR ANY APPLICATION, FORM OR MATERIALS, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. REGARDLESS OF THE FOREGOING, AND WITHOUT LIMITING ANY OTHER PROVISION HEREIN, (I) YOUR SOLE REMEDY VIS A VIS GBCI, GBCI'S SUBCONTRACTORS AND USGBC SHALL BE LIMITED TO A RETURN OF FEES PAID BY YOU TO GBCI; AND (II) IN NO EVENT SHALL GBCI, GBCI'S SUBCONTRACTORS OR USGBC BE LIABLE, IN THE AGGREGATE, TO YOU, YOUR AGENT OR ANY THIRD PARTY IN EXCESS OF THE TOTAL AMOUNT OF FEES PAID BY YOU TO GBCI UNDER THIS AGREEMENT FOR THE PRODUCT OR SERVICE TO WHICH SUCH CLAIM RELATES. FURTHER, WHILE GBCI TAKES REASONABLE EFFORTS TO ENSURE THE FUNCTIONALITY OF SITES ONLINE, THE APPLICATION, FORM AND THE MATERIALS CONTAINED THEREIN, ANY OF THE FOREGOING MAY CONTAIN CALCULATIVE, PROGRAMMATIC OR OTHER ERRORS, INCLUDING ERRORS THAT COULD RESULT IN INTERRUPTION OF SERVICE OR LOSS OF DATA, OR POTENTIALLY CAUSE A FORM TO MISREPRESENT COMPLIANCE OR NON-COMPLIANCE WITH A PREREQUISITE OR CREDIT, AND, ACCORDINGLY, IN NO EVENT SHALL ANY GBCI INDEMNITEE BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY SUCH ERRORS.

**17. MODIFICATION OF TERMS.**

17.1 EXCEPT AS OTHERWISE PROVIDED HEREIN, GBCI OR USGBC MAY CHANGE ANY OF THE PROGRAM POLICIES OR GUIDELINES, (INCLUDING WITHOUT LIMITATION, THE CERTIFICATION GUIDE, FEE SCHEDULE, REFERENCE GUIDE AND TRADEMARK USAGE POLICY) AT ANY TIME IN THEIR SOLE DISCRETION. YOUR LOGGING IN TO ACCESS OR SUBMIT YOUR APPLICATION AND FOLLOWING ANY REQUIRED PROMPTS, AND/OR YOUR ONGOING USE OF THE MARKS, CONSTITUTES YOUR IRREVOCABLE ACCEPTANCE OF ALL SUCH CHANGES WHICH WERE MADE, AND THE LEGAL AMENDMENT OF THIS AGREEMENT.

17.2 In the event of any modification of any material terms in accordance with Section 17.1 to which You do not assent (other than pricing changes as allowed under Section 9.2), Your sole remedy shall be the right to terminate the Agreement and receive a refund of any Fees paid by You within the one hundred and eighty (180) days immediately preceding the date of termination in relation to Your Project.

**18. FORCE MAJEURE.** None of the GBCI Indemnitees shall be liable for inadequate or non-performance to the extent caused by any Force Majeure Event, which wholly or partially prevents or delays the performance of any of the duties, responsibilities or obligations of such GBCI Indemnitee. As used herein, the term "Force Majeure Event" shall mean any act, event or condition (except, in each case, for the payment of money) which is beyond the reasonable control of such GBCI Indemnitee, including, but not be limited to, an act of God; an act of the public enemy; civil disturbance or unrest; injunctions; lightning; fire, explosion or other serious casualty; water damage; terrorist attack (or threats thereof); epidemics; strike, lock-out or labor dispute (without regard to the reasonableness of any party's demands or any party's ability to satisfy such demands); accident or sabotage; unusually severe weather (including hurricane, earthquake, tornado, landslide or flood); war (whether declared or not) or threats thereof; blockades; embargoes; condemnation or other taking by the action of any governmental body on behalf of any public, quasi-governmental or private entity; other governmental action or change in Law; or shortages or failures of sources of labor, material, energy, fuel, water, other vital utility, equipment or transportation. GBCI shall have the right to terminate this Agreement if a Force Majeure Event lasts for period of five (5) days or more. In such event, GBCI shall return all prepaid fees for services not yet rendered (such calculation to be made by GBCI, in GBCI's sole discretion).

**19. NOTICES.** GBCI expects to be in regular communication with You regarding Your participation in the Program. Such communications will occur via email exchange and/or through Your Application. However, notices required by this Agreement must be communicated as follows:

Notices To You – GBCI shall send all notices to You and one (1) additional individual related to the Project designated by You (e.g., Project administrator) at the email addresses provided by You to GBCI in the Application. Such notices shall be effective when sent. You agree to provide GBCI with up-to-date contact information for the duration of this Agreement.

Notices To GBCI – You must provide written notice to GBCI by email with delivery confirmation, and by certified mail with return receipt requested. Such communications shall be effective when actually received and must be addressed as follows:

**Mailing Address:**  
**Green Building Certification Institute**  
**Attn: General Counsel**  
**2101 L Street, NW, Suite 500**  
**Washington, DC 20037**

**Email Address:**  
**legal@gbci.org**

**20. NOTICE OF CLAIM; MEDIATION; ARBITRATION.**

20.1 If You believe that You have been damaged by any act or omission by GBCI, GBCI's subcontractors and/or USGBC, then You must provide GBCI with written notice in accordance with Section 19 within one hundred eighty (180) calendar days after the occurrence of each such act or omission, describing with reasonable detail (i) the act and/or omission, (ii) how You were damaged by it and (iii) a reasonable estimate of the amount of monetary damages You claim to have suffered (each, a "Notice of Claim").

20.2 In the event of any controversy, claim or dispute arising out of or relating to this Agreement, or a breach thereof, (each such event, a "Dispute") the parties hereto agree to seek to resolve the dispute through open and good faith discussions in the first instance. If the Dispute cannot be resolved through these discussions, the parties agree second to try and settle the dispute by mediation, administered by the American Arbitration Association ("AAA") under its Mediation Rules.

20.3 If settlement is not reached within sixty (60) calendar days after service of a written demand for mediation, such Dispute shall be finally resolved under the Rules of Arbitration of the American Arbitration Association (the "Rules") by

three (3) arbitrators appointed in accordance with the Rules (each such arbitration, an "Arbitration"). Each Arbitration will be conducted in English and all foreign language documents shall be submitted in the original language and, if so requested by any arbitrator or party, shall also be accompanied by a translation into English. The place of arbitration, and the location for all hearings and meetings in an Arbitration, shall be the District of Columbia, United States of America, which location cannot be changed, and any Arbitration may be initiated by either party in accordance with the Rules. For each Arbitration, the governing law set forth in Section 21 shall be applied to the merits of the Dispute. Each party shall present its case in a pre-hearing memorial accompanied by all of its evidence in support of its position. The arbitrators in any Arbitration shall enforce, and not modify, the terms of this Agreement. The award or decision of the arbitrators shall be final and binding on each party and its respective successors and assigns, and judgment may be entered thereupon and enforced in any court of competent jurisdiction. All costs and expenses of any Arbitration, including reasonable attorneys' fees and expenses and the administrative and arbitrator fees and expenses, shall be borne by the parties as determined by the arbitrators. Nothing in this Section 20 shall be construed as limiting the right of a party to seek, in a court of competent jurisdiction, an injunction or other equitable relief in aid of arbitration (including to maintain the status quo or preserve the subject matter of the arbitration) with respect to any actual or threatened breach of this Agreement or otherwise, to prevent or avoid irreparable harm. Nothing herein shall permit the arbitrators to award any damages which are disclaimed in this Agreement, including those in Section 16.

20.4 It is understood and acknowledged that during the pendency of a Dispute, all of the terms and conditions of this Agreement shall remain in effect and the parties shall continue to perform all of their respective obligations hereunder.

20.5 Except to the limited extent necessary to comply with any applicable law, legal process, or a court order or to enforce a final settlement agreement or secure enforcement of the arbitrators' award, the parties agree that the existence, terms and content of any Arbitration, all information and documents disclosed in any Arbitration or evidencing any arbitration results, award, judgment or settlement, or the performance thereof, and any allegations, statements and admissions made or positions taken by either party in any Arbitration shall be treated and maintained in confidence and are not intended to be used or disclosed for any other purpose or in any other forum.

20.6 Without limiting the confidentiality requirements of Section 20.5 above, You agree that during the pendency of a Dispute You will not publicly or privately disparage any of the GBCI Indemnitees in any way, make or give any comments, statements, or opinions which may be harmful to the goodwill and reputation of the GBCI Indemnitees, or directly or indirectly cause or encourage the making of such comments, statements, or opinions, or the taking of such actions, by anyone else. For the purposes of this Agreement, the term "disparage" includes, without limitation, comments or statements to the press and/or media, or to any individual or entity with whom the GBCI Indemnitees have a business or personal relationship which would adversely affect in any manner (i) the conduct of the business of the GBCI Indemnitees; (ii) the business reputation of the GBCI Indemnitees; or (iii) the personal reputation of the GBCI Indemnitees.

**21. GOVERNING LAW.** This Agreement, and all of the rights and duties of You, Your Agent, and the GBCI Indemnities arising out of or related to the Program, shall be governed by the laws of the District of Columbia, United States of America, without regard to its conflicts of law rules.

**22. REMEDIES.** Except as otherwise expressly provided in this Agreement, all remedies shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

**23. RELATIONSHIP OF THE PARTIES.** The relationship between the parties to this Agreement is that of independent contractors with respect to the benefits described herein. This Agreement is not intended to, and does not, create any association, partnership, joint venture, employment, or agency relationship between the parties. You agree that You will not hold Yourself out as, an agent, affiliate, legal representative, joint-venturer, partner, employee or servant of any GBCI Indemnitee for any purpose whatsoever. As an independent contractor, we are solely responsible for determining the means and methods for providing the benefits described herein.

**24. THIRD PARTIES AND ASSIGNMENT OF RIGHTS.** Nothing in this Agreement shall be deemed to confer any benefit or rights on or to any person or entity (including the Agent) other than You and GBCI; provided however, that the GBCI Indemnitees shall be intended third-party beneficiaries to this Agreement. GBCI reserves the right to assign and/or delegate any of its rights and/or obligations in its sole discretion, including, and without limitation, the right to subcontract the performance of any services associated with the Program. You may not assign and/or delegate any of the rights and/or obligations under this Agreement except as set forth in Section 12.1(g) above. Any unauthorized assignment or delegation shall be null and void.

**25. ENTIRE AGREEMENT.** This Agreement (including all Exhibits, Schedules, documents and information accessible through hyperlink or referencing a URL (the "Ancillary Documents"), which are hereby incorporated herein and made a part hereof) constitutes a fully integrated agreement that supersedes any and all prior agreements between You and

GBCI concerning the Project. You agree to comply with and be bound by the terms, conditions and provisions of all the Ancillary Documents whether or not any particular condition or provision is referenced in this Agreement. The Ancillary Documents are intended to be complementary and interpreted in harmony. In the event of any conflict, this Agreement shall take precedence, followed in descending order by the Certification Guide, the Fee Schedule, the Rating System, the Reference Guide and the Trademark Usage Policy. The terms and conditions for the use of the website hosting the Application are not superseded by this Agreement.

**26. MODIFICATION AND WAIVER.** The Ancillary Documents may be amended by GBCI as described in this Agreement, and You may be allowed to upgrade to a new version of SITES Online as provided in Section 7 above. Otherwise, this Agreement may only be modified in writing and all such written modifications must be signed by You and GBCI's then-current President, Chief Operating Officer, or General Counsel. No other individual has the authority to modify this Agreement on GBCI's behalf. No action or inaction by GBCI will be construed as a waiver of this or any other provision of this Agreement. To be enforceable, any waiver of this Agreement (excluding the Ancillary Documents) must be in writing and signed by You and GBCI, and shall be limited to the specific terms of the waiver.

**27. INTERPRETATION.** The invalidity of any part of this Agreement shall not impair or affect the validity or enforceability of the rest of this Agreement, which shall remain in full force and effect. Any provision found to be invalid shall be more narrowly construed so that it becomes legal and enforceable. The headings used in this document are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision. Any rule that ambiguities are construed or interpreted against the drafter of a document, or against the party for whose benefit the document is made, shall not apply. As used in this Agreement, the plural shall include the singular and the singular shall include the plural whenever appropriate.

**28. GOVERNMENT ENTITIES.** If You are a Government Entity within the United States; meaning, an agency or instrumentality operating under color of federal law, and/or an agency or instrumentality operating under state law or municipal ordinance, including all agencies, boards and commissions in the executive branch of such governments, the foregoing provisions of this Agreement regarding limitations of liability, indemnification, equitable relief, disputes and choice of law, to which You are prohibited from agreeing to as a matter of law, are hereby waived.

**29. EXECUTION.** BY SELECTING THE BUTTON BELOW MARKED "I AGREE" YOU HEREBY AGREE TO THE TERMS, CONDITIONS AND PROVISIONS REPRESENTED IN THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND ALL EXHIBITS AND SCHEDULES HERETO, ALL PROGRAM POLICIES AND GUIDELINES, INCLUDING THE RATING SYSTEM, CERTIFICATION GUIDE, FEE SCHEDULE, REFERENCE GUIDE AND TRADEMARK USAGE POLICY, AND THAT YOU HAVE BEEN PROVIDED THE OPPORTUNITY TO MAINTAIN A RECORD OF THIS AGREEMENT, ALL SUCH ANCILLARY DOCUMENTS, AND ALL PROGRAM POLICIES AND GUIDELINES. FURTHER, YOU UNDERSTAND THAT BY AGREEING TO THESE TERMS YOU WILL BE BOUND TO A LEGALLY ENFORCEABLE CONTRACT NO DIFFERENT THAN A CONTRACT EXPRESSED ON PAPER AND PHYSICALLY SIGNED BY YOU. TO THE EXTENT YOU ACCEPT THIS AGREEMENT AS DESCRIBED HEREIN, GBCI SHALL MAINTAIN AN ELECTRONIC RECORD OF THIS AGREEMENT WHICH YOU MAY REQUEST TO REVIEW AND DOWNLOAD AT ANY TIME.

**ACCEPTED AND AGREED TO**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Title of Signatory (eg, President of Owner/ Shareholder/etc)

\_\_\_\_\_  
Owner Name (LLC/Corp/Ltd)

\_\_\_\_\_  
(Project Title)



**CITY OF PERRIS**  
COMMUNITY SERVICES

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**ATTACHMENT 3:  
GREEN BUSINESS CERTIFICATION, INC.  
CONFIRMATION OF AGENT'S AUTHORITY**



# Green Business Certification Inc.™

## CONFIRMATION OF AGENT'S AUTHORITY

This Confirmation of Agent's Authority (this "Confirmation"), provided to and for the benefit of Green Business Certification Inc. (GBCI), will be effective upon GBCI's receipt of an executed copy of the same via upload to the Project Details page within the Application. This Confirmation shall be made part of, and subject to, the executed GBCI Project Certification Agreement by and between Owner and GBCI regarding the Project. All capitalized terms used in this Confirmation and not defined herein shall have the respective meanings ascribed in the Certification Agreement. Any attempt to modify the terms of this form may render it invalid in GBCI's sole discretion.

**1. SCOPE OF AUTHORITY.** Owner hereby confirms that Agent has been granted authority to accept the Certification Agreement (as amended, supplemented, waived or otherwise modified from time to time by GBCI) in relation to the Project on behalf of Owner with Owner's full knowledge. If Agent has already accepted the Certification Agreement, Owner expressly ratifies such actions as having been performed on Owner's behalf. Owner understands that by providing this Confirmation, Owner shall be bound by the actions of Agent with respect to accepting the Certification Agreement as if the same were taken directly by Owner. If Owner was previously undisclosed (meaning, Agent identified itself as the Owner upon registration), Owner directs GBCI to amend the Application to properly identify Owner.

**2. PROJECT.** This Confirmation applies to the Project identified below:

(Project Name) Enchanted Hills Park	(ID Number)
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**3. PROGRAM SITES**

**4. OWNER.** The Owner, as defined in the Certification Agreement, is identified below:

City of Perris		Clara Miramontes, City Manager	
(Name of Owner)		(Name of Owner's Representative - If Owner is an Organization)	
101 N. D Street			
(Address)			
Perris	CA	92570	cmiramontes@cityofperris.org
(City)	(State)	(Zip Code)	(Email)

**5. AGENT.** The Agent, as defined in the Certification Agreement, is identified below:

Community Works Design Group		Debra Lake	
(Name of Agent - Must be an Organization)		(Name of Agent's Representative)	
4649 Brockton Avenue			
(Address)			
Riverside	CA	92506	Debra@cwdg.fun
(City)	(State)	(Zip Code)	(Email)

**6. REVOCATION OF AUTHORITY.** GBCI's acceptance of this Form replaces and terminates any previously submitted confirmation of agent's authority, provided, however, that any such termination of authority shall only apply to the actions of the initially recognized Agent taken following GBCI's acceptance of the subsequent confirmation of agent's authority. To terminate the agency of all agents, Owner must provide written notice of termination of authority to GBCI by both certified mail with return receipt requested to: Attn General Counsel, GBCI, 2101 L Street, NW, Suite 500, Washington, DC 20037 AND by email to: legal@gbci.org.

**IN WITNESS WHEREOF,** each of the parties hereto have executed this Confirmation by their duly authorized representatives. Owner represents and warrants that Owner has reviewed the Certification Agreement, that the execution of this Confirmation is within Owner's respective organizational powers, that such execution and performance has been duly authorized by all necessary action, corporate or otherwise, does not require any consent of or filing with any third person or governmental body or agency, and does not violate: i) any law, judgment, or order; ii) Owner's organizational documents; or iii) any agreement with any third party. This Confirmation is not valid unless accepted by GBCI, in GBCI sole discretion.

**OWNER:**

**AGENT:**

\_\_\_\_\_  
(Signature for Owner)

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

\_\_\_\_\_  
(Signature for Agent)

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

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

**This Confirmation must be submitted to GBCI within the Application. To access the page, log into the Application for the Project. For assistance completing or submitting this Confirmation, please contact GBCI via the technical customer service contact form available at [www.gbci.org/contactus](http://www.gbci.org/contactus).**

GBCI\_COAA\_12012016



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** April 11, 2023

**SUBJECT:** Consideration to Award Contract to Deark E&C Inc. for construction services of the Mercado Park Splash Pad Water Recirculation Project located at 925 South D Street, Perris, CA 92570.

**REQUESTED ACTION:** That the City Council 1) Adopt the plans and specifications for the project; 2) Award contract to Deark E&C, Inc. for a total contract amount of \$642,435; 3) Authorize 20% of the bid amount for construction contingency; and 4) Authorize the City Manager to execute all project related documents, approved as to form by the City Attorney.

**CONTACT:** Sabrina Chavez, Director of Community Services *SC*

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### BACKGROUND/DISCUSSION:

The project is proposed to install a new water filtration and recirculation pump system and two outdoor rinsing showers for improvements to the Mercado Park Splash Pad located at 925 South D Street, Perris CA. Project plans were approved by Riverside County Public Health and required the addition of two rinsing showers near the splash pad area, in order to meet current public health regulations. Currently, there is no water filtration and recirculation pump system to serve the splash pad. Staff generally contracts services for the storage and disposal of used water released from the splash pad. The proposed project will result in a city cost savings of approximately \$80,000 per year once installed.

Project bid documents were advertised on the city's Active Bidder from December 14, 2022 to February 8, 2023, and published in the local newspaper. Bids opened on February 8, 2023 and only one bid was received from Deark E&C, Inc in the amount of \$642,435. The low response to bidding may have been due to this project pertaining specialized work and schedule for completion.

On March 15, 2023, staff briefed the Parks and Recreation Committee of bid results, including the request for additional funding of \$400,000 from available Industrial Park DIF needed to complete the project. The total project cost is \$965,922 to include design, construction, contingencies, and equipment. The current project funding is \$575,624 allocated through awarded Per Capita Grant and American Rescue Plan Act (ARPA) funding. Staff has advanced the purchase of the water recirculation pump equipment to avoid long lead times, which equipment order has already been

received. The committee directed staff to proceed with the contract award and budget amendment request for city council consideration. Staff is requesting that the city council award a contract to Deark E&C, Inc. for a total bid amount of \$642,435 for improvements to the Mercado Park Splash Pad, authorize 20% of the bid amount for construction contingency; and authorize the city manager to execute all project related documents. The project is anticipated for completion in early Fall 2023. The Mercado Park splash pad will be closed this summer during construction, and residents will be able to visit the new splash pad at Enchanted Hills Park this summer.

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**BUDGET (or FISCAL) IMPACT:** Cost associated with the proposed project to secure construction services in the amount of \$642,435 plus 20% contingency will be partially covered from available funding allocated in the approved Capital Improvement Project Mercado Park Splash Pad Improvement Budget (CIP# F048). There is sufficient funding in Industrial Parks Development Impact Fee Fund to cover a budget amendment in the amount of \$400,000 to the CIP# F048 budget.

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Prepared by:

**REVIEWED BY:**

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

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

Deputy City Manager 

- Attachments:
- 1: Project Site Location
  - 2: Project Plans
  - 3: Contract Services Agreement
  - 4: Active Bidder Summary Sheet
  - 5: Due to size, Bid Documents are available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>
  - 6: Due to size, the bid Project Manual and Specifications are available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

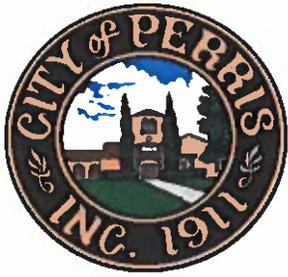


**CITY OF PERRIS**  
COMMUNITY SERVICES

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# **Attachment #1**

## **Project Site Location**



# CITY OF PERRIS

COMMUNITY SERVICES

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## Project Location Map





**CITY OF PERRIS**  
COMMUNITY SERVICES

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# **Attachment #2**

## **Project Plans**



LANDSCAPE ARCHITECTURE  
4401 HIGHWAY 101  
PERRIS, CA 92570



# MERCADO PARK SPLASH PAD CONVERSION

CITY OF PERRIS  
101 NORTH D STREET  
PERRIS, CA 92570

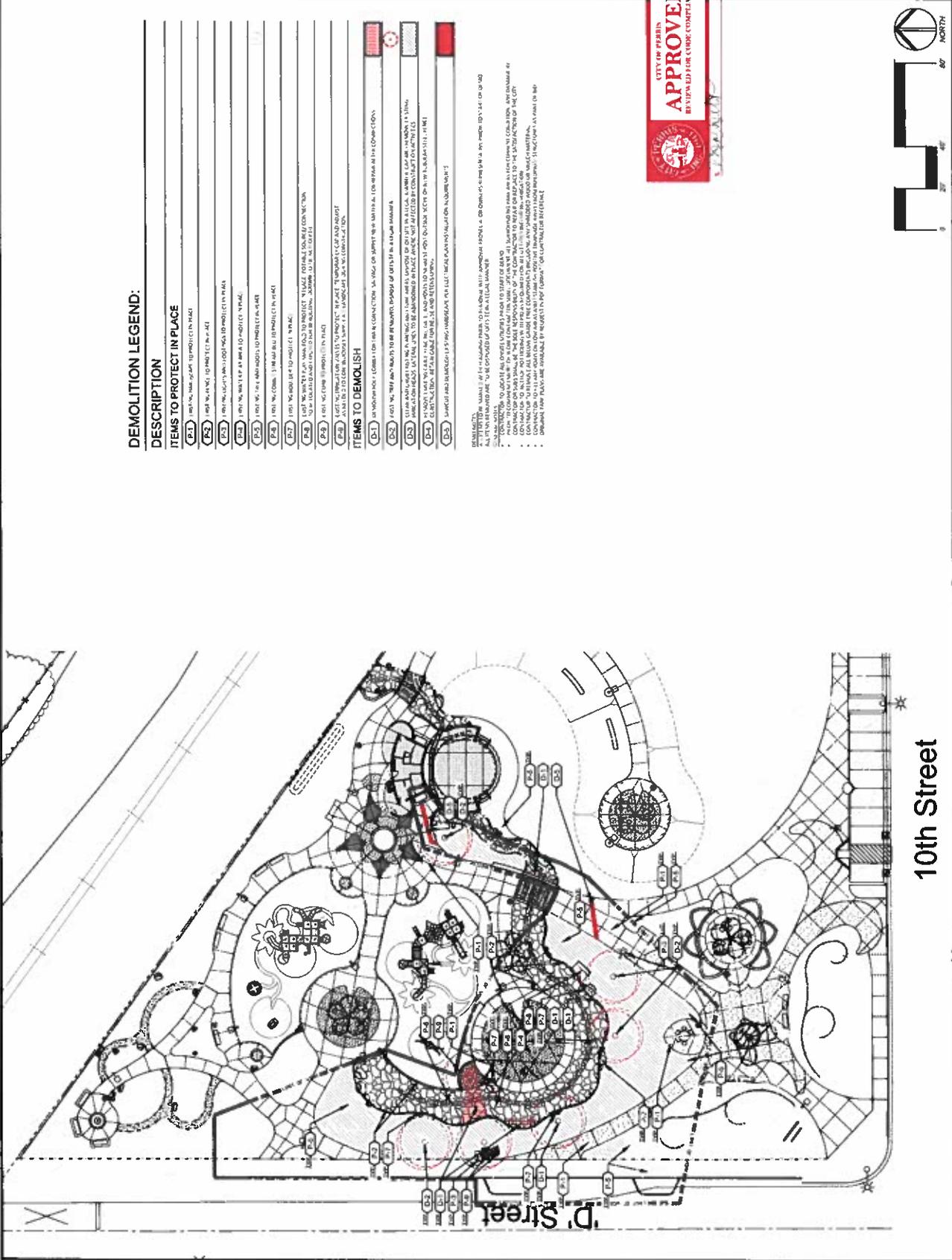
JOB NUMBER: 211270  
DRAWN BY: LM  
CHECKED BY: DP  
DATE: 10/27/22

REVISIONS


DEMOLITION  
PLAN

SCALE: 1" = 30'

LD-1  
SHEET 2 OF 11



### DEMOLITION LEGEND:

#### ITEMS TO PROTECT IN PLACE

- P-1: EXISTING SIDEWALKS TO REMAIN IN PLACE
- P-2: EXISTING SIDEWALKS TO REMAIN IN PLACE
- P-3: EXISTING SIDEWALKS TO REMAIN IN PLACE
- P-4: EXISTING SIDEWALKS TO REMAIN IN PLACE
- P-5: EXISTING SIDEWALKS TO REMAIN IN PLACE
- P-6: EXISTING SIDEWALKS TO REMAIN IN PLACE
- P-7: EXISTING SIDEWALKS TO REMAIN IN PLACE
- P-8: EXISTING SIDEWALKS TO REMAIN IN PLACE
- P-9: EXISTING SIDEWALKS TO REMAIN IN PLACE
- P-10: EXISTING SIDEWALKS TO REMAIN IN PLACE

#### ITEMS TO DEMOLISH

- D-1: EXISTING SIDEWALKS TO BE DEMOLISHED
- D-2: EXISTING SIDEWALKS TO BE DEMOLISHED
- D-3: EXISTING SIDEWALKS TO BE DEMOLISHED
- D-4: EXISTING SIDEWALKS TO BE DEMOLISHED
- D-5: EXISTING SIDEWALKS TO BE DEMOLISHED
- D-6: EXISTING SIDEWALKS TO BE DEMOLISHED
- D-7: EXISTING SIDEWALKS TO BE DEMOLISHED
- D-8: EXISTING SIDEWALKS TO BE DEMOLISHED

NOTES:  
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PERRIS.  
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PERRIS.  
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PERRIS.  
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PERRIS.  
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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PERRIS.  
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PERRIS.

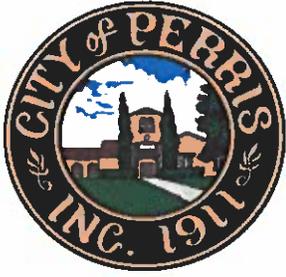












**CITY OF PERRIS**  
COMMUNITY SERVICES

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# **Attachment #3**

## **Contract Service Agreement**

## CITY OF PERRIS

### CONTRACT FOR MERCADO PARK RE-CIRCULATION SYSTEM

THIS CONTRACT (herein "Agreement") is made and entered into this 11 day of April 2023, by between the CITY OF PERRIS, a municipal corporation, (herein "City") and Deark F&C, Inc. (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

#### 1.0 SERVICE OF CONTRACTOR

##### 1.1 Contract.

The complete Agreement includes all contract documents, to wit: Notice Inviting Bids, Instructions to Bidders, Bid Forms, Contractor's Bid, **Mercado Park Water Re-Circulation Project**, Plans and Specifications and Information for Bidders, General Provisions, Special Provisions, Project Plans, Project Manual, Performance, Labor/Materials and Payment Bonds, all change orders authorized after execution of this Agreement, which are incorporated by this reference as though set forth in full herein and attached hereto as Exhibit A; and the Federal Prevailing Wage Determinations, which is incorporated by this reference as though set forth in full herein (collectively referred to as the "Contract Documents").

##### 1.2 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal and materials necessary and reasonably incidental to create **Mercado Park Water Re-Circulation Project** and miscellaneous related improvements in Perris, California, in strict accordance with the Contract Documents. Contractor warrants that all work and services set forth in this 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 written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustments in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional services based on the unit pricing proposed by the Contractor in the original Bid Schedule of Values found in Section BF, "Bid Form," of the Specification. City and Contractor agree that City may seek additional cost estimates from third party contractor's to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from third party contractor's to perform additional services. Written orders shall be made on forms prescribed by the Contract Officer in accordance with Part I "Procedural Documents," Section CO of the Specification. Any increase in compensation of up to ten percent (10%) of the Contract Sum; or in the time to perform of up to one hundred twenty (120) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

## 2.0 **COMPENSATION**

### 2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of **Six hundred forty two thousand, four hundred thirty five and 00 /100 dollars (\$642,435)**, see *Exhibit "A"*, in accordance with Section GP and Section SP, "General Provisions" and "Special Provisions," and Section BF, "Bid Form," and "Bid Schedule of Values."

### 2.2 Method of Payment.

Contractor shall submit to the City, and invoice for services rendered prior to the date of the invoice. In accordance with Section GP, "General Provision", Section SP, "Special Provisions"; "Schedule of Values", and upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the labor compliance officer. Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City, unless otherwise directed by the project manager or labor compliance officer. A retention of five percent (5%), unless otherwise directed by the project manager shall be withheld from this payment. Upon completion of the work by the contractor,

a final inspection shall be made by the City. Unless otherwise directed by the project manager or labor compliance officer, upon approval, the City shall file a Notice of Completion and a final payment will be issued (minus five (5%) percent retention). The final retention payment shall be issued following 45 days from the filing of the Notice of Completion, unless otherwise directed by the labor compliance officer. The City must pay interest at the legal rate on any Contractor payment request not paid within 30 days of its submission when the validity of the request is not disputed, and the request has been properly submitted. (Public Contract Code § 20104.50)

### **2.3 Retention of Funds.**

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

### **3.0 COORDINATION OF WORK**

#### **3.1 Representative of Contractor.**

**Dong K Jin (President)**, designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

#### **3.2 Contract Officer.**

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

#### **3.3 Prohibition Against Subcontracting or Assignment.**

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

#### **3.4 Independent Contractor.**

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

## **4.0 INSURANCE, INDEMNIFICATION AND BONDS**

### **4.1 Insurance.**

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

- (a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, California, its officers, employees and agents as additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.
- (b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases carrying out the work or service contemplated in this Agreement.
- (c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, lease and hired cars.

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

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

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

#### 4.2 Indemnification.

- (a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, its officers and their representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnities" ) from and against any and all damages, cost, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to and Indemnities' right to recover under this indemnity provision. An indemnity shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnities for any attorney's fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnities.
- (b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnities with respect to those Claims as to which such Indemnities is indemnified under Section 4.2(a) above, except for such Claims which are the result of such Indemnities' willful misconduct.
- (c) In the event the City and its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City and its officers, agents or employees, any and all costs and expenses incurred by the City, and its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

#### 4.3 Sufficiency of Insurer or Surety.

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

#### **4.4 Labor and Materials Bond.**

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

#### **4.5 Performance Bond.**

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

## **5.0 TERM**

### **5.1 Time for Completion and Liquidated Damages.**

The work for the **Mercado Park Re-Circulation System**, shall commence on the **24<sup>th</sup>** day of April 2023 and shall be completed within **eighty-five (85) calendar days** from and after said date. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to \$500.00 (five hundred dollars) for each and every day after the permitted time if the work is not completed to the City's satisfaction.

### **5.2 Force Majeure.**

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

### **5.3 Termination for Default of Contractor.**

If the Contract Officer determines that the Contractor is in default due to the Contractor's failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor's representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor commences to cure such default within five (5) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.

If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor shall be liable to the extent that the total cost for

completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages).

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

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

#### **5.4 Resolution of Contractor Construction Claims.**

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

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

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

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

### **6.1 Non-liability of City Officers and Employees**

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

### **6.2 Conflict of Interest**

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

### **6.3 Federal Employee Benefit Clause**

No member of or delegate to the Congress of the United States, and no resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

## **7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

### **7.1 Covenants Against Discrimination**

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

#### **Statement of Equal Opportunity Clause**

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
  
- (b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**8.0 MISCELLANEOUS PROVISIONS**

**8.1 Notice**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

City

City of Perris  
101 N. "D" Street  
Perris, CA 92570  
ATTN: Sabrina Chavez, Director of Community Services

Contractor

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**8.2 Handicap Accessibility Certification.**

Contractor certifies that with respect to the public facilities or parts thereof that are altered by the work in this contract, the altered portions of the facilities are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and meet the laws established by the Americans With Disabilities Act of 1990, Public Law 101-336, and applicable portions of Title 24 of the California Code of Regulations (Access Code).

**8.3 Records Retention Clause Examination and Audit**

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting 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 five (5) years after receiving a project close out/completion letter from the City of Perris.

**8.4 Certified Payroll Records**

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate certified payroll records of employees, and shall certify these records upon request by the

City. Said certified payroll records shall be made available to the City, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said section.

#### **8.5 Prevailing Wages (please see Appendix G and Appendix I)**

Pursuant to State and Federal statutes, rules, orders, resolutions, and regulations, the Contractor is required to pay the higher of the State of California or Federal prevailing wages. The Contractor is required to be fully familiar with and comply with all State of California and Federal statutes, rules, regulations, orders, resolutions, and determinations which govern the payment of wages for the work and services provided for in this Agreement.

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement.

#### **8.6 Working Hours Restriction and Penalties For Non-Compliance**

Contractor agrees that eight (8) hours is a legal days work for all employees hired by the Contractor, and that any worker's time of service is restricted to eight (8) hours during any calendar day, and forty (40) hours during any calendar week, unless overtime compensation is paid at not less than one and one half times the basic rate of pay. Contractor shall comply with said working hours restrictions and overtime compensation provisions, and shall pay a penalty of \$50.00 (fifty and 00/100 dollars) for each and every day a worker is employed in violation of said working hours restrictions and overtime compensation provisions.

#### **8.7 Employment of Apprentices**

Contractor shall comply with State Labor Code 1777.5, and shall maintain and keep accurate records of apprentices who are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency; and shall certify these records upon request by the City.

#### **8.8 Interpretation**

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

#### **8.9 Integration; Amendment**

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

Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**8.10 Severability**

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

**8.11 Corporate Authority**

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

[End – Signature Page Follows]

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

ATTEST:

"CITY"  
CITY OF PERRIS

By: \_\_\_\_\_  
Nancy Salazar, City Clerk

By: \_\_\_\_\_  
Clara Miramontes, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Robert Khuu, City Attorney

"CONTRACTOR"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

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

[END OF SIGNATURES]

**CERTIFICATE OF CONTRACTOR**

I, \_\_\_\_\_, certify that I am a/the

\_\_\_\_\_ (designate sole proprietor, partner in partnership, or specify corporate office, e.g., secretary) in the entity named as **CONTRACTOR** in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am

associated is \_\_\_\_\_; that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute this Contract on behalf of the above named entity.

**SIGNATURE OF CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
**Contractor's California License No.**

\_\_\_\_\_  
**Name of License Holder**

\_\_\_\_\_  
**Type of License**

\_\_\_\_\_  
**Expiration Date**

**(CORPORATE SEAL)**

**ATTEST:**

\_\_\_\_\_

**EXHIBIT "A"**

**Due to size, Bid Documents, Project Manual and Specifications are available on file at City Clerk's Office or at link: <http://www.cityofperris.org/government/city-council-meetings>.**

Mercado Park Water Re-Circulation Project

Post Date: 12/14/2022 20:03 PST

Due Date: 02/08/2023 before 13:00 PST

Estimated Value: \$280,000

Mercado Park Water Re-Circulation Project

<b>Estimated Value:</b>	\$280,000	<b>Bid Post Date:</b>	12/14/2022 20:03 PST
<b>Department:</b>		<b>Bid Due Date:</b>	02/08/2023 before 13:00 PST
<b>Bid Bond:</b>	10%	<b>Performance Bond:</b>	100%
<b>Payment Bond:</b>	100%		

**License Requirements:**

For this contract, the contractor shall possess Classification "B" General Building License at the time the contract is awarded.

**Project Information:**

1) Mercado Park Water Re-Circulation Project		Type: PRIMARY
<b>Location:</b>	101 N D Street City of Perris, CA 92570	<b>Project Start Date:</b> 12/19/2022 <b>Project End Date:</b> 02/08/2023

**Scope of Services:**

This is a state assisted project and prevailing wages will be strictly enforced. This project involves the mechanical, electrical, and plumbing modernization of an existing non-recirculating splash pad to integrate recirculation, filtration, sterilization, and showers, while protecting existing in-ground and above grade spray features as well as surrounding park and playground improvements in place. The project includes the installation of City-furnished new surge tank filtration system, rain diverter, and uv sanitizer located within a new fenced enclosure. The project includes the installation of contractor-furnished water tempering station, eye wash station, and shower. Also within the scope of work are the removal and repair/ replacement of planting and irrigation in areas within and surrounding the new work scope, as well as the demolition and repair and replacement of hardscape, fencing, and existing utilities in the proximity of the work area.

**Notes:**

This is a state assisted project and prevailing wages will be strictly enforced. This project involves the mechanical, electrical, and plumbing modernization of an existing non-recirculating splash pad to integrate recirculation, filtration, sterilization, and showers, while protecting existing in-ground and above grade spray features as well as surrounding park and playground improvements in place. The project includes the installation of City-furnished new surge tank filtration system, rain diverter, and uv sanitizer located within a new fenced enclosure. The project includes the installation of contractor-furnished water tempering station, eye wash station, and shower. Also within the scope of work are the removal and repair/ replacement of planting and irrigation in areas within and surrounding the new work scope, as well as the demolition and repair and replacement of hardscape, fencing, and existing utilities in the proximity of the work area.

Mercado Park Water Re-Circulation Project

Post Date: 12/14/2022 20:03 PST

Due Date: 02/08/2023 before 13:00 PST

Estimated Value: \$280,000

Registered Bidders / 1 total

#	Name	Company	Address	City	State	Phone
1	LEE, SEAN	DEARK E&C, INC	1830 W. 147TH ST	GARDENA	CA	424-344-2380

Mercado Park Water Re-Circulation Project

Post Date: 12/14/2022 20:03 PST

Due Date: 02/08/2023 before 13:00 PST

Estimated Value: \$280,000

Results / 1 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	LEE, SEAN	DEARK E&C, INC	1830 W. 147TH ST GARDENA, CA 90249	424-344-2380	\$642,435	02/08/2023 14:59:05	Apparent Low Bidder

Mercado Park Water Re-Circulation Project

Post Date: 12/14/2022 20:03 PST

Due Date: 02/08/2023 before 13:00 PST

Estimated Value: \$280,000

**1. Apparent low bidder details for: LEE, SEAN / DEARK E&C, INC**

**1) Mercado Park Water Re-Circulation Project**

Item	UM	Qty	Unit Pricing	Item Total	
<b>PROJECT START UP</b>					
1	Project Start-Up Including General Conditions, and Special Provisions	LS	1	\$30,000	\$30,000
2	Construction Fencing with Windscreen	LS	1	\$5,000	\$5,000
3	Permits, Licensing, and Fees	LS	1	\$10,000	\$10,000
4	Utility Verifications and Potholing	LS	1	\$5,000	\$5,000
				Subtotal	\$50,000
<b>DEMOLITION</b>					
1	Demolition & Removal	LS	1	\$20,000	\$20,000
2	Tree Removal	LS	1	\$7,200	\$7,200
3	Clear and Grub	LS	1	\$8,000	\$8,000
				Subtotal	\$35,200
<b>METALS (FENCE, GATE, AND LOCKING HARDWARE)</b>					
1	6' Tall Tubular Steel Fence & Gate	LF	142	\$350	\$49,700
2	Gate Handle, Latches, and Locks	LS	1	\$5,000	\$5,000
				Subtotal	\$54,700
<b>SIGNAGE</b>					
1	Health Department Required Signage	EA	6	\$1,500	\$9,000
				Subtotal	\$9,000
<b>ELECTRICAL</b>					
1	Electrical System Improvements	LS	1	\$20,000	\$20,000
				Subtotal	\$20,000
<b>EARTHWORK, DRAINAGE, AND UTILITIES</b>					
1	Fine Grading	LS	1	\$20,000	\$20,000
2	Earthwork - Excavation	CY	40	\$300	\$12,000
3	Installation of City-Furnished Recirculation and Sanitization Equipment and Applicable Plumbing/Electrical Connections	LS	1	\$310,000	\$310,000
4	Installation of Contractor-Furnished Outdoor Shower, Eyewash Station, Water Tempering Station, and Plumbing/Electrical Connections	LS	1	\$15,000	\$15,000
5	Installation of Drainage Items	LS	1	\$20,000	\$20,000

Mercado Park Water Re-Circulation Project

Post Date: 12/14/2022 20:03 PST

Due Date: 02/08/2023 before 13:00 PST

Estimated Value: \$280,000

**1. Apparent low bidder details for: LEE, SEAN / DEARK E&C, INC**

**1) Mercado Park Water Re-Circulation Project**

Item	UM	Qty	Unit Pricing	Item Total	
			Subtotal	\$377,000	
<b>HARDSCAPE</b>					
1	4" Concrete with Medium Broom Finish	SF	35	\$15	\$525
2	Permeable Paving	SF	100	\$50	\$5,000
			Subtotal	\$5,525	
<b>LANDSCAPE</b>					
1	New Shrub Irrigation	LS	1	\$15,000	\$15,000
2	Shrubs (1 Gallon)	EA	340	\$50	\$17,000
3	Shrubs (5 gallon)	EA	67	\$80	\$5,360
4	Shrubs (15 Gallon)	EA	7	\$200	\$1,400
5	Mulch	SF	5,225	\$4	\$20,900
6	Soil Prep/Amendments	SF	5,225	\$4	\$20,900
7	Weed Abatement	SF	5,225	\$1	\$5,225
8	90 Day Maintenance Period	SF	5,225	\$1	\$5,225
			Subtotal	\$91,010	
			<b>Project Total</b>	<b>\$642,435</b>	



**CITY OF PERRIS**  
COMMUNITY SERVICES

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# **Attachment #4**

## **Active Bidder Summary Sheet**

Mercado Park Water Re-Circulation Project

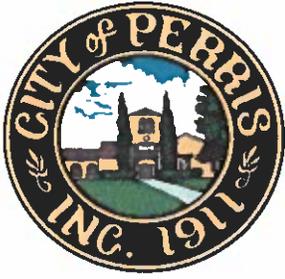
Post Date: 12/14/2022 20:03 PST

Due Date: 02/08/2023 before 13:00 PST

Estimated Value: \$280,000

Results / 1 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	LEE, SEAN	DEARK E&C, INC	1830 W. 147TH ST GARDENA, CA 90249	424-344-2380	\$642,435	02/08/2023 14:59:06	Apparent Low Bidder



**CITY OF PERRIS**  
COMMUNITY SERVICES

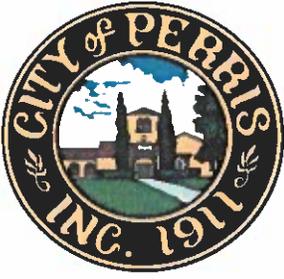
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# **Attachment #5**

## **Bid Documents**

Due to size, Bid Documents are available on file at the City Clerk's Office or at this link:

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



**CITY OF PERRIS**  
COMMUNITY SERVICES

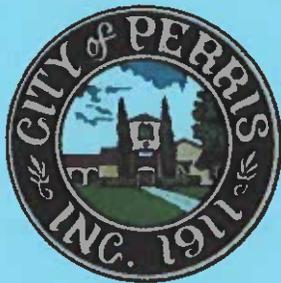
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# **Attachment #6**

## **Bid Project Manual and Specifications**

Due to size, the bid Project Manual and Specifications are available on file at the City Clerk's Office or at this link:

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



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** April 11, 2023

**SUBJECT:** Consideration of Acceptance of Donation to the City of Real Property Located at the Northeast Corner of Old Nuevo Road and West Nuevo Road (Assessor's Parcel Nos. 311-050-002 and 305-240-034)

**REQUESTED ACTION:** That the City Council (1) Approve the Real Property Donation Agreement and Joint Escrow Instructions ("Land Donation Agreement") in substantially the form as attached to this submittal; and (2) Authorize the City Manager or her designee to finalize negotiations and execute the Land Donation Agreement and all related and necessary documents, subject to City Attorney approval as to form.

**CONTACT:** Michele Ogawa, Director of Economic Development and Housing

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### BACKGROUND/DISCUSSION:

The owners of a certain real property located at the northeast corner of Old Nuevo Road and West Nuevo Road ("Donation Property") desire to donate it to the City of Perris ("City") for tax purposes. The Donation Property consists of two parcels (Assessor's Parcel Nos. 311-050-002 and 305-240-034), and is approximately 10,212 SF as shown on the attached Vicinity Map. Acceptance of the Donation Property will also facilitate future retail development in the area. The property is being donated to the City according to the Real Property Donation Agreement and Joint Escrow Instructions attached to this report ("Land Donation Agreement"). The City requested a Broker Price Opinion (BPO) to determine the estimate value of the Donation Property. The City has not received the BPO at this time. Upon receipt of the BPO, the City will insert the estimated value of the Donation Property into the Land Donation Agreement.

The Land Donation Agreement provides that the City will be issued an owners' title insurance policy insuring title vested in the City subject to only such exceptions as approved by the City Attorney. Under the Land Donation Agreement, the City will be financially responsible for all closing costs, including escrow fees, title insurance premiums, and other fees pertaining to the transaction, which are estimated to be \$5,000.

## CALIFORNIA ENVIRONMENTAL QUALITY ACT

Under the California Environmental Quality Act (“CEQA”), a mere transfer of title from one property owner to another property owner is not a project pursuant to CEQA Regulation 15378, as a mere change in property ownership does not affect the environment. Nonetheless, the environmental impacts of the proposed future use of the Donation Property were addressed in Resolution No. 23-05 approved by the City of Perris Planning Commission on March 15, 2023 finding a categorical exemption from CEQA pursuant to Section 15332 (In-Fill Developments). As such, CEQA is either not applicable or has otherwise been previously satisfied.

### RECOMMENDED ACTION

Staff is recommending that the City Council (1) Approve the Land Donation Agreement in substantially the form as attached to this submittal; and (2) Authorize the City Manager or her designee to finalize negotiations and execute the Land Donation Agreement and all related and necessary documents, subject to City Attorney approval as to form.

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**BUDGET (or FISCAL) IMPACT:** The impact to the City’s General Fund includes the estimated total for associated closing costs, in an amount not to exceed \$5,000.

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Prepared by: Armando Panchi, Management Analyst

### REVIEWED BY:

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

Attachments: 1. Vicinity Map  
2. Land Donation Agreement

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

# **ATTACHMENT 1**

## **Vicinity Map**

# Vicinity Map

Northeast Corner of Old Nuevo Road and West Nuevo Road  
APNs 311-050-002 and 305-240-034



— Subject Property

# **ATTACHMENT 2**

## **Land Donation Agreement**

## REAL PROPERTY DONATION AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This REAL PROPERTY DONATION AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "Agreement"), dated \_\_\_\_\_, 2023 (the "Agreement Date"), is made by and between (i) CITY OF PERRIS, a municipal corporation ("City"), and (ii) BAHRAM B. TCHAMI AND MAHINDOKHT K. TCHAMI, husband and wife, as joint tenants ("Donor"). Fidelity National Title Insurance Company shall serve as the "Title Company" and "Escrow Holder."

### RECITALS

A. Donor owns that certain unimproved real property located adjacent to Old Nuevo Road, in the City of Perris, County of Riverside, State of California (APNs 311-050-002 and 305-240-034) as more particularly described on Exhibit A ("Property").

B. Donor desires to donate its Property to City for public purposes with the intent to receive (i) deductions for the value of the donated Property as a charitable contribution pursuant to Section 170 of the Internal Revenue Code of 1986, as amended, and (ii) deductions for the value of the Property as a charitable contribution pursuant to the applicable provisions of the California Revenue and Taxation Code, as amended (collectively, the "Tax Benefits").

C. Donor and City desire to enter into this Agreement for the purpose of setting forth certain terms and conditions for the proposed donation of the Properties.

NOW, THEREFORE, in consideration of the mutual promises contained herein including the recitals above which are incorporated herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

### AGREEMENT

#### 1. DONATION OF LAND.

1.1. **Donation for Public Purposes.** Donor agrees to donate its Property to City on the terms and conditions set forth in this Agreement, and City hereby agrees to accept the Property from Donor pursuant to the terms of this Agreement. City acknowledges that it has not provided any payment, goods or services or other consideration (in whole or in part) to Donor for its Property. Donor understands and agrees that they are estopped to revoke this Agreement as a result of the due diligence and other expenses incurred by City. Pursuant to Internal Revenue Code Form Section 8283 City agrees to cooperate with Donor to acknowledge receipt of the donation of the Property by executing Internal Revenue Form 8283 (Non-Cash Charitable Contributions) to be delivered immediately following the Close of Escrow and any other tax-related forms or documents reasonably requested by Donor and to return any such forms to Donor after City's receipt of such forms from Donor. Donor acknowledges that City has not made any representations or warranties as to the Tax Benefits.

1.2. **Fair Market Value.** Pursuant to that certain Broker Price Opinion issued by \_\_\_\_\_ dated as of \_\_\_\_\_, 2023, the parties agree that the fair market value of the Property is \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Fair Market Value").

#### 2. EFFECTIVE DATE.

2.1. **Effective Date.** This Agreement shall be effective upon execution of this Agreement by City

**5. CLOSING DATE; TIME IS OF ESSENCE.**

**5.1 *Closing Date.*** Escrow shall close as soon as possible after the satisfaction of all of the conditions thereto contained in this Agreement, but in no event, later than May 1, 2023 (the "**Closing Date**"). The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the date that the Grant Deed (with the Certificate of Acceptance attached) is recorded in the Office of the County Recorder of Riverside County, California ("**Official Records**"). Any extension of the Closing Date must be executed by the parties and delivered to Escrow Holder.

**5.2 *Possession.*** Upon the Close of Escrow, Donor shall deliver possession of the Property to City free and clear of any tenants or occupants.

**5.3 *Time is of Essence.*** City and Donor specifically agree that time is of the essence under this Agreement and that the specified dates under this Agreement are specifically enforceable and are not subject to substantial compliance arguments.

**5.4 *City Manager Authority.*** On behalf of City, City Manager or her designee (who has been designated in writing by City Manager) shall have the authority to (i) extend any dates under this Agreement, (ii) execute documents required to effect this transaction, and (iii) agree to any non-material modifications of this Agreement.

**6. TITLE POLICY; NHD REPORT.**

**6.1 *Approval of Title.*** Within five (5) days following Opening of Escrow, a preliminary title report shall be issued by the Title Company describing the state of title of the Property, together with copies of all exceptions listed therein and a map plotting all easements specified therein ("**Preliminary Title Report**"). Within twenty (20) days after City's receipt of the Preliminary Title Report, City shall notify Donor in writing ("**Title Notice**") of City's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**").

In the event City delivers the Title Notice within said period, Donor shall have a period of seven (7) days after receipt of the Title Notice in which to notify City of Donor's election to either (i) agree to attempt to work with Donor to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Donor's Notice**"). If Donor notifies City of its election to decline to remove the Disapproved Exceptions, or if Donor is unable to remove the Disapproved Exceptions, City may elect either to terminate this Agreement and the Escrow and the Initial Deposit (less cancellation costs) shall be returned to City or to accept title to the Property subject to the Disapproved Exception(s). City shall exercise such election by delivery of written notice to Donor and Escrow Holder within ten (10) days following the earlier of (i) the date of written advice from Donor that such Disapproved Exception(s) cannot be removed; or (ii) the date that Donor declines to remove such Disapproved Exception(s).

Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that City's initial period of review and approval or disapproval of any such additional exceptions shall be limited to seven (7) days following receipt of notice of such additional exceptions. Also, notwithstanding the foregoing, if Donor adds or approves any new exceptions to title, Donor, at its sole cost and expense, shall cause such new exceptions to be removed from title prior to the Close of Escrow.

**6.2 *Title Policy.*** At the Close of Escrow, Escrow Holder shall furnish City with an ALTA owner's standard (non-extended) coverage policy of title insurance insuring title to the Property vested in City with coverage in the amount of the Fair Market Value, containing only the following exceptions

- iv. Escrow Holder holds and will deliver to City the instruments and funds, if any, accruing to City pursuant to this Agreement.
- v. Donor is not in material default of its obligations under this Agreement.

**8.2 *Conditions to Donor's Obligations.*** The obligations of Donor are subject to the satisfaction or written waiver, in whole or in part, by Donor of the following conditions precedent:

- i. Escrow Holder holds and will deliver to Donor the instruments and funds, if any, accruing to Donor pursuant to this Agreement.
- ii. City is not in material default of its obligations under this Agreement.

**8.3 CONDITION OF THE PROPERTY.** At Close of Escrow, City shall acquire the each Property in its "AS-IS" condition and City shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of each the Property, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, or other structures located on, under or about the Property, and Donor makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property with the exception that Donor has no actual knowledge of any such conditions on the Property as of the Closing. Except pursuant to the foregoing, City acknowledges that Donor is not making any representations or warranties and City is acquiring the Property in AS-IS condition solely based on City's investigation of the Property. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of hazardous materials or similar substances, the purpose for which the Property is suited, or drainage.

## **9. ESCROW PROVISIONS.**

**9.1 *Escrow Instructions.*** Sections 1 through 6, inclusive, 8.1, 8.2, 9, 10 and 11 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, City and Donor agree to execute Escrow Holder's standard Escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. City and Donor will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. City and Donor agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to Close Escrow.

**9.2 *General Escrow Provisions.*** Title Company shall deliver the Title Policy to City and instruct the Riverside County Recorder to mail the Grant Deed to City at the address set forth in Section 10 after recordation. All funds, if any, received in this Escrow shall be deposited in one or more general Escrow accounts of the Escrow Holder with any bank doing business in Southern California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

**9.3 *Proration of Taxes.*** Real property taxes shall be paid current as of Closing and shall not be prorated. City is exempt from real estate taxes. After the Closing, Donor shall have the right to request a refund from the County of Riverside with respect to its Property and City shall reasonably cooperate with such efforts.

contemplated by this Agreement. City and Donor each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

**10. NOTICES.** Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given (i) by personal delivery (including reputable overnight courier (such as Federal Express, UPS or DHL) which will be deemed received the following day, or (ii) by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is directed as set forth below, or (iii) by email, return receipt accepted or as mutually agreed by the parties and Escrow Holder, or (iv) such other address and to such other persons as the parties may hereafter designate:

**To City:** City of Perris  
101 N. D Street  
Perris, CA 92570  
Attn: City Manager

**With a Copy to:** Aleshire & Wynder  
18881 Von Karman Ave  
Suite 1700  
Irvine, CA 92612  
Attn: Robert Khuu, City Attorney

**To Donor:** Bahram B. Tchami And Mahindokht K. Tchami  
6193 Promontory Lane  
Riverside, CA 92506

**To Escrow Holder:** Fidelity National Title Insurance Company  
3237 E. Guasti Rd., Ste. 105  
Ontario, CA 91761  
Attn: Mary Lou Adame, Escrow Officer

**11. GENERAL PROVISIONS.**

**11.1 *Assignment.*** Neither Donor nor City may assign this Agreement without the written consent of the other party.

**11.2 *Attorney's Fees.*** In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, including any defense of any such action, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

**11.3 *Governing Law; Venue.*** This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. The venue for any dispute shall be Riverside County.

**11.4 *No Waiver.*** No delay or omission by a party in exercising any right or power accruing upon the compliance or failure of performance by the other parties under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by a party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other

IN WITNESS WHEREOF, the parties hereto have executed this Real Property Donation Agreement and Joint Escrow Instructions as of the date set forth above.

**CITY:**

CITY OF PERRIS, a municipal corporation

By: \_\_\_\_\_  
Clara Miramontes, City Manager  
\_\_\_\_\_, 2023

**DONOR:**

BAHRAM B. TCHAMI AND  
MAHINDOKHT K. TCHAMI, husband and  
wife, as joint tenants

By: \_\_\_\_\_  
Bahram B. Tchami

**ATTEST:**

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

By: \_\_\_\_\_  
Mahindokht K. Tchami

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Robert Khuu, City Attorney

**ACCEPTED BY ESCROW HOLDER:**

FIDELITY NATIONAL TITLE INSURANCE  
COMPANY, a corporation

By: \_\_\_\_\_  
Mary Lou Adame, Escrow Officer

Dated: \_\_\_\_\_, 2023

Escrow No. \_\_\_\_\_

OBTAIN GROUND LEVEL DISTANCES.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE IS MADE A PART  
HEREOF.

APN: 311-050-002, 305-240-034

DRAFT

**EXHIBIT B**  
**GRANT DEED FOR PROPERTY**

**Recording requested by and  
When Recorded Return to:**

City of Perris  
101 N. D Street  
Perris, CA 92570  
ATTN: City Clerk

APNs. 311-050-002 and 305-240-034

(Space Above This Line for Recorder's Office Use Only)

THE UNDERSIGNED GRANTORS DECLARE that the documentary transfer tax (computer on full value) is not applicable per R&T Code 11922 as the Property is being transferred to a governmental agency.

**GRANT DEED**

BAHRAM B. TCHAMI AND MAHINDOKHT K. TCHAMI, husband and wife, as joint tenants ("Grantor"), grants to CITY OF PERRIS, a municipal corporation ("Grantee") all of its rights, title, and interest in that certain real property in City of Perris, County of Riverside, State of California, as more particularly described in Exhibit A attached hereto and incorporated by this reference ("Property").

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of \_\_\_\_\_, 2023.

**GRANTOR:**

BAHRAM B. TCHAMI AND MAHINDOKHT K. TCHAMI, husband and wife, as joint tenants

By: \_\_\_\_\_  
Bahram B. Tchami

By: \_\_\_\_\_  
Mahindokht K. Tchami

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE IS MADE A PART  
HEREOF.

APN: 311-050-002, 305-240-034

DRAFT

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the real property conveyed by BAHRAM B. TCHAMI AND MAHINDOKHT K. TCHAMI, husband and wife, as joint tenants, ("**Grantor**"), by Grant Deed to the CITY OF PERRIS ("**City**"), is hereby accepted by the undersigned officer and agent of City and City consents to the recording of the Grant Deed.

Signed and dated at \_\_\_\_\_, California on \_\_\_\_\_, 2023.

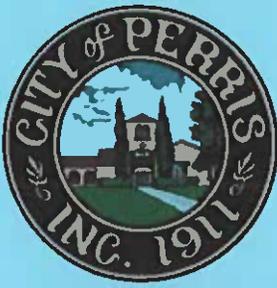
**CITY**

CITY OF PERRIS,  
a municipal corporation

By: \_\_\_\_\_  
Clara Miramontes, City Manager

DRAFT





# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

10.1.

**MEETING DATE:** April 11, 2023

**SUBJECT:** Purchase of one (1) Toyota RAV4 Hybrid vehicle for Public Works.

**REQUESTED ACTION:** City Council to award the purchase of one (1) RAV4 Hybrid vehicle for Public Works to Toyota of Riverside and authorize the City Manager to execute the contract with Toyota of Riverside and all necessary documents approved to form by the City Attorney.

**CONTACT:** Bryant Hill, Director of Public Works.

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#### BACKGROUND/DISCUSSION:

The City of Perris, Public Works Department, is requesting the authorization to purchase one (1) Toyota RAV4 Hybrid to manage the Landscape Maintenance Districts and replanting projects throughout the districts.

Staff has requested and received three quotes, which are as follows,

Toyota RAV4 Hybrid	
Toyota of Riverside	\$42,695.76
Temecula Valley Toyota	\$49,560.34
Toyota of Escondido	\$59,548.57

Staff recommends the City Council approve the purchase of one (1) Toyota RAV4 Hybrid from Toyota of Riverside for a total of \$42,695.76 plus a 20% contingency (\$42,695.76 + \$8,539.15 for a total of \$51,234.91). The purchase of the vehicles will be from AQMD funds.

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**BUDGET (or FISCAL) IMPACT:** One (1) Toyota RAV4 Hybrid will be purchased utilizing AQMD funds in the current fiscal year budget. The total amount requested from the AQMD fund will be \$42,695.76 plus a 20% contingency, for a total of \$51,234.91. There will be no impact to the general fund.

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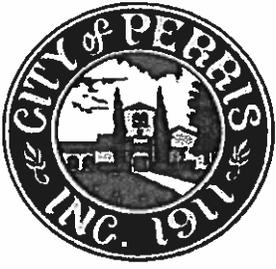
Prepared by: Bryant Hill, Director of Public Works

**REVIEWED BY:**

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

Attachment: 1. Vehicle quotes

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



**CITY OF PERRIS**  
PUBLIC WORKS DEPARTMENT

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**ATTACHMENT 1:  
Vehicle Quotes**



CITY OF PERRIS  
2023 TOYOTA RAV4  
SALESPERSON: ALONZO REYNA  
03/28/2023 11:19 AM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 7.75% Tax

### Cash Deal Structure

Vehicle Price	38,999.00
Document Prep Fee	85.00
License / Title	574.00
Tire/Battery/VTR Fee	8.75
Sales Tax	3,029.01

Due On Delivery	42,695.76
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Tax: 7.75% TAX	7.75 %
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# TEMECULA VALLEY TOYOTA

Date: 3/30/2023  
 Salesperson: Bo Samman  
 Manager: Bo Samman  
 Deal Number: 513941

FOR INTERNAL USE ONLY

<b>CUSTOMER</b>	<i>Ignacio Alvarez</i>	Home Phone :
	<i>1015 South G Street</i>	
Address :	<i>Perris, CA 92570</i>	Work Phone : <i>(951) 840-8579</i>
	<i>RIVERSIDE CO</i>	
E-Mail :	<i>ialvarez@cityofperris.org</i>	Cell Phone : <i>(951) 840-8579</i>

<b>VEHICLE</b>			
Stock # :	New / Used :	<b>New</b>	VIN : <b>4T3B6RFV2PU114733</b>
Vehicle :	<b>2023 Toyota RAV4 Hybrid</b>		Mileage :
Type :	Color :		

Market Value Selling Price	41,352.00
Perma Plate	1,995.00
KARR Security	1,995.00
Total Purchase	45,342.00
Doc Fee	85.00
Tax	3,520.59
Non Tax Fees	612.75
Cash Deposit	.00
Balance	49,560.34

TOYOTA OF ESCONDIDO

Source		Salesperson	
Price	54,532.00	Trade	0.00
Taxable A.M.O.	0.00	Payoff	0.00
Document Processing Charge	85.00	Net Trade	0.00
Emissions Testing Charge	0.00	Cash Down	0.00
Sales Tax	4,232.82	Deferred Down	0.00
Non-Tax A.M.O.	0.00	Rebate	0.00
Service Contract	0.00	Total Down	0.00
Subtotal	58,849.82		
DMV Fees	657.00	APR	0.00
State Emissions Certification or Exemption Fee	0.00	Term	1
California Tire Fee	8.75	Monthly Payment	59,548.57
Electronic Veh Reg or Transfer Charge	33.00	Final Payment of	
Total Insurance	0.00		
Total	59,548.57		
Amount Financed	59,548.57		
Finance Charges	0.00		
Total of Payments	59,548.57		
Total Sale Price	59,548.57		

\*\*\* BUYER \*\*\*

\*\*\* CO-BUYER \*\*\*

Email: \_\_\_\_\_  
 Home Phone Number \_\_\_\_\_  
 Work Phone Number \_\_\_\_\_  
 County \_\_\_\_\_  
 Driver's License Number \_\_\_\_\_

Email: \_\_\_\_\_  
 Home Phone Number \_\_\_\_\_  
 Work Phone Number \_\_\_\_\_  
 County \_\_\_\_\_  
 Driver's License Number \_\_\_\_\_

\*\*\* PURCHASE \*\*\*

\*\*\* TRADE 1 \*\*\*

\*\*\* TRADE 2 \*\*\*

Stock Number 1037223  
 Year 2023  
 Make TOYOTA  
 Model RAV4  
 Body Style SV  
 Color MAG GRAY /BLACK  
 Trim BLACK  
 Key 1 Number 88899  
 Key 2 Number  
 Weight  
 License  
 Odometer 2  
 VIN JTMEB3FV4PD126076  
 Cylinders 4  
 Vehicle Type NEW

\*\*\* BANK \*\*\*

\*\*\* INSURANCE \*\*\*



10.J.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 11, 2023

**SUBJECT:** Approval of the contract with NPG Asphalt for pavement repairs at multiple locations city-wide.

**REQUESTED ACTION:** Council to approve the contract with NPG Asphalt to complete pavement repairs at multiple locations city-wide; and authorize the City Manager to execute the contract with NPG Asphalt, approved as to form by the City Attorney.

**CONTACT:** Bryant Hill, Director of Public Works

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#### BACKGROUND/DISCUSSION:

As a result of inclement weather impacting and undermining city streets, there were seven reported areas that need immediate repair. Large potholes along the roadways listed below will be repaired.

Murrieta between San Jacinto & Patriot Lane  
A Street, West of 1<sup>st</sup> Street  
Nuevo Rd, West of Perris Plaza  
Perris Blvd, South of Orange Ave  
Orange Ave at Stonybrook Ave  
Perris Blvd, South of Ramona Expressway  
Dunlap at San Jacinto

Public Works has also received multiple reports of asphalt shoving due to severe stresses in the roadway. This occurs at intersections where vehicles brake or at points where the pavement meets the concrete. A total of 20 locations, which are listed below, have been identified and will be repaired.

W/B Ramona Expressway, W/O of Indian Ave.	E/B Markham W/O Perris Blvd.
N/B Perris S/O Morgan	W/B Morgan E/O Indian Ave.
N/B Perris N/O Harley Knox	S/B Perris S/O Harley Knox
Avalon Pkwy at Bradley (8 locations)	W/B Rider, S/O of Indian
Markham St W/O Perris Blvd	Ethanac off 215S Fwy
S/B Perris Blvd, E/O Rider	
W/B Markham St. E/O and W/O Indian Ave.	
W/B and Harley Knox Blvd W/O and E/O Webster Ave.	

Staff requested quotes from three (3) contractors, of which two (2) responded. Advantage Unlimited Paving's proposal for repairs was \$286,601.00, and NPG Asphalt's proposal was the lowest of the two at \$118,698.00. Staff is recommending contracting with NPG Asphalt to complete the needed repairs.

Staff is requesting the Council approve the contract with NPG Asphalt in the amount of \$118,698.00, plus a 20% contingency of \$23,739.60 for a total of \$142,437.60 to repair the road sections noted.

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**BUDGET (or FISCAL) IMPACT:** There will be no impact on the general fund. The cost of the contract has been approved in the current year's CIP Annual Pothole Repair Program budget.

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Prepared by: Liset Hernandez, Public Works Manager

**REVIEWED BY:**

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

Attachments: 1. Estimates Received  
2. NPG Asphalt Contract

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

# ATTACHMENT 1

ESTIMATES RECEIVED

PH (760) 320-9680 Desert Division  
PH (951) 940-8200  
FAX (951) 940-9192



CONTRACT# 23-102

We Handle All Phases of Asphalt  
HOA Specialist

"Where Integrity & Quality Counts"

NPG ASPHALT  
1354 Jet Way  
Perris, CA 92571  
Cont. Lic. #664779  
DIR #100002457  
www.npgasphalt.com

ESTIMATE TO (Client)  
City of Perris  
1015 South "G" Street  
Perris, California 92570

DATE: 3/29/2023  
PROJECT: Asphalt & Striping Services  
LOCATION: Various Locations City Wide  
Perris, CA 92570

Attention: Liset H.

Phone: (951)442-2071

Fax:

E-mail: lhernandez@cityofperris.org

Estimator: LT

NELSON PAVING & SEALING (hereinafter called Contractor) quotes the following estimate to Client for furnishing the materials, labor and performing the work hereinafter specified, subject to the terms and conditions hereinafter set forth on reverse side of estimate.

~REVISED ESTIMATE FROM MARCH 21ST, 2023~

ASPHALT AND STRIPING SERVICES

1. Remove and replace 4" of asphalt at 5 general locations or 11 spots, totaling in 5,479 sq. ft. (includes raising 1 valve.)
2. Mill and overlay 2" of asphalt at 5 general locations or 25 spots totaling in 10,362 sq. ft.
3. Grind heaved asphalt lips at 20 spots totaling in 690 in. ft. at 11 general locations.
4. Restripe 3,055 in. ft. of traffic lines and 2 stop bars.

Total Items 1-4:.....\$118,698.00  
\*\*\*Price is valid through June 30th, 2023

\*\*Note: Project will be completed in 1 move until completion.

\*\*Note: Includes traffic control per W.A.T.C.H. manual.

\*\*Note: Price includes prevailing wages.

\*\*Note: Pricing is based on current market rates on trucking, materials and fuel as of the date of this proposal. Any fluctuations in any of these costs could potentially affect the final total of this proposal and are subject to change.

\*\*EXCLUSIONS: Permits, testing, inspections, thermoplastic and traffic control plan.

**PRICE TO BE DETERMINED BY OWNERS OPTIONS AS INITIALED ABOVE**

NOTE: UPON ACCEPTANCE OF THIS CONTRACT ALL TERMS, PROVISIONS, AND CONDITIONS AS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT SHALL BECOME PART OF THIS CONTRACT.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications, and conditions are hereby accepted. You are hereby authorizing NPG Inc. to do the work as specified above with payment in full upon completion of work.

Accepted by: Print Name

Title

Authorized Signature

Date

STANDARD TERMS AND CONDITIONS

(These are all part of your contract - PLEASE READ THEM CAREFULLY)

1. This proposal is subject to Client's written acceptance and will be delivered to NPG within ten days from date of estimate. If not accepted within such time, this proposal is subject to change or withdrawal until the bid contract is accepted by Client and approved by NPG. Terms of Client purchase order, subcontractors, and/or credit approval must comply with NPG Corp.'s standard terms and conditions and any special terms, conditions or warranties.
2. UNLESS OTHERWISE SPECIFIED HEREIN, THE CONTRACT PRICE SHALL BE NET US FUNDS, PAYABLE AT CONTRACTOR'S OFFICE (AS SHOWN ON REVERSE HEREOF) UPON COMPLETION OF WORK PAID BY CHECK OR ARRANGED FUNDS. Total amount due for unit price bids shall be determined by field measurement upon completion of work. If installment payments are provided for and the Client fails to pay on installment promptly when due, the Contractor, at its option, may declare the whole amount of said contract to be paid immediately and may refuse to continue work until payment in full is received. Alternatively, Contractor may also refuse to continue work until satisfactory security is given to the Contractor to ensure future prompt payment of installments.
3. Upon acceptance of the proposal by the Client and approval of the Contractor, it will become the entire agreement between the parties, notwithstanding any written or oral communications or negotiations. There are no covenants, agreements, representations, inducements, promises or warranties not herein expressly contained. The price stated do not include any items of work not specified herein, and any additional items of work to be done at the Client's request will be billed as extra work. All material and labor prices are valid for 30 days unless otherwise specified on contract.
4. Should Client default hereunder, Client agrees to pay the Contractor an \$1,200.00 lien filing fee, or an \$1,250.00 stop notice filing fee as well as any and all costs incurred in collecting any balance owed. This dollar amount will be added to the last billing of the project. Any Mechanic's Lien release will be executed by the Contractor and the Client shall be responsible for recording the notice.
5. Upon completion, Client agrees to inspect the work immediately and issue an acceptance to the Contractor, providing the work has been completed according to the terms of the contract. If work is not inspected upon completion, it is hereby agreed that the work was approved and payment will be forwarded to NPG. Any corrections must be submitted to NPG by email to [indiana@npgashphalt.com](mailto:indiana@npgashphalt.com)
6. The contract resulting from acceptance of this proposal is made in contemplation of best conditions of the site and of existing economic conditions and not in anticipation of extraordinary inflation, depression, economic change, war or latent conditions of the site unknown to the Contractor. Contractor is not responsible for any delays or interruption of the work or the failure in performance, in whole or in part, by the Contractor caused by impossibility of performance, or by economic or commercial frustration attributable to any circumstances or event of which could not have been reasonably foreseen by the Contractor. Nor are they responsible for any delays or interruption of work on account of transportation difficulties, governmental regulation of materials or labor, principles of any kind, strikes, lockouts, boycotts, and differences with employees, acts of God or other causes beyond Contractor's control.
7. All permit and inspection fees paid by the Contractor to any public body by reason of the work hereunder shall be billed separately and not as part of any of the prices stated herein. Such items shall be treated as an extra, and as such, will be subject to surcharges of 15% for overhead, plus 15% for profit. All notes, penalties, completion, sales, personal property and other taxes (whether federal, state, or local) applicable to the sale, purchase, use, installation or ownership of material to be applied by Contractor hereunder, and for the payment or collection of which Contractor is liable, shall be added to the net contract price herein specified and shall be paid by the Client whether specifically set forth in the estimate or not.
8. If fills or rough grading of the site are to be made by others, the site must be left for Contractor at an elevation within one-tenth foot plus or minus of finished sub-grade elevation with material that will readily provide a firm and stable sub-grade. NPG is not responsible for water discharge of any area that has less than 2% fall, otherwise ponding is subject to occur.
9. Boundary line surveys and civil engineering (including, but not limited to setting lines and grades, and staking) regarding the services of a licensed civil engineer, if necessary, shall be provided by Client or at Client's expense, in addition to the contract price. Contractor assumes no responsibility for the correctness of such survey or civil engineering. Client assumes full responsibility for design of grade, provision for drainage and discharge of waters from the site, and Contractor shall have no liability or responsibility thereof. Should any such responsibility be placed upon Contractor by agreement, circumstances, or operation of law, or if engineering services by Contractor's employees are necessary to proper performance of the work, then the cost plus 15% thereof for overhead and 10% of the cost including overhead for profit of fulfilling such responsibility or performing such engineering services or both shall be chargeable to the Client as an extra.
10. Contractor warrants that the materials to be furnished hereunder will be as specified or equal, and that all work shall be done and performed in a good and workmanlike manner. Contractor expressly assumes no responsibility for failure of work caused by the settling of fills placed by others, whether caused by the use of improper fill materials or otherwise. NPG is not responsible for any damage that are caused by others (vehicles driving or people/pets walking through backloaded areas etc.). These will be repaired at owner's expense.
11. Contractor shall not be obligated to perform extra work or supply rental equipment without specific authorization from Client or Client's representative. Client is to have someone of authority on project site at all times. Any questions regarding specifications, scope of work or procedures will be referred to that representative. NPG will not be responsible for extra costs resulting from directions and/or changes made by an inspector and/or resident engineer. All such costs will be the responsibility of the customer. During the course of the contracted work, any existing asphalt damaged by the contractor's equipment due to insufficient support of asphalt structure will be billed as an extra for repair. Repairs of these areas are in no way to be a part of the base bid. Client is responsible for turning off flowmatted water and/or irrigation systems prior to contractor's arrival and during course of work.
12. NPG Corp. will only indemnify client when asked on subcontract for the work being performed on said contract. NPG will not pay attorney fees for the object in lawsuits or losses at all. NPG's Certificate of Insurance is for the scope of work being performed under said contract only.
13. Special conditions imposed by any permits issued to owner and not noted on the plans or specifications will not be considered in this scope of work. Any and all engineering, construction surveying, testing, and inspection fees are to be paid by client. In the event a section of paving and/or base changes, new prices will be negotiated. Any conditions not caused by contractor that require the shutdown of work or requiring an extra move in will be billed as extra work per our T&M rate sheet online at [www.npgashphalt.com](http://www.npgashphalt.com). Rates will have a mark up of 10% profit and 10% overhead which will be added in the office billing.
14. NPG is not responsible for existing asphalt heaving up due to soil sub-grade; this shall become a negotiated item. Quantities used are approximate and are subject to physical measurement and corrections. If necessary, changes will be made with unit prices applying. Water is to be furnished to on site source by owner. Applying water is included. All vehicles and obstacles are to be removed from area prior to contractor's arrival. Contractor is not responsible for scuffing due to power steering and/or hot weather. Contractor cannot guarantee adhesion of material to heavily oil sealed pavement. Longer dry time may be needed due to cold and/or wet weather. All cracks are subject to re-opening at any time, and there is no guarantee/warranty applying to crack filling. Concrete and asphalt are both subject to expansion and contraction of cracks due to earth movement even in areas that have been previously completed or are new installations. Contractor is not responsible for residual cracking due to expansion and/or contraction of pavement. Contractor is not responsible for damage to any underground lines, cables or plumbing that may be in direct line with the job site. NPG Corporation accepts no responsibility for ADA compliance and will indemnify itself and its officers from any lawsuits arising from any trip and fall hazards etc., as owner shall accept all responsibility.
15. ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE KREACH HEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT TO RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT. ANY CLAIM FILED IN SMALL CLAIMS COURT SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO ARBITRATE, AND IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED IN THE MUNICIPAL OR SUPERIOR COURT, THEN THE PARTY FILING IN SMALL CLAIMS COURT MAY DEMAND ARBITRATION PURSUANT TO THIS PARAGRAPH. NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

I AGREE TO ARBITRATION.

I AGREE TO ARBITRATION.

\_\_\_\_\_  
 Customer's Web  
 Contractor's Initials

SPECIAL CONDITIONS

NPG warrants all materials/workmanship for one year from date of installation. Owner/Contractor to accept NPG's insurance limits. Progress billings upon completion of work completed. Payment is due in full upon completion of contract work. No retention to be held. Past due accounts will be charged a finance charge of 1 1/2% (annual percentage of 18% applied to the previous balance after deducting current payments and credits. If NPG engages a collector or attorney at law to collect the purchase price or any part thereof, purchaser agrees to pay all fees, expenses, attorney's fees, including court costs incurred by NPG Corporation in collection of said debt. Start date to be negotiated upon signing of contract. Upon acceptance of proposal, preliminary information must be provided. Bid is based upon one move-in unless otherwise noted; cost of additional moves will be negotiated as they occur. Client terms, purchase order, subcontract, and/or credit approvals must comply with all NPG's terms, conditions, or warranties unless otherwise noted. If client's terms do not comply, contract will be cancelled. Certificate of insurance will only apply to work that NPG is performing. Excludes engineering, staking, soil testing, permits, construction water, handling/dumping of backfill or hazardous materials, handling/dumping of rocks, removal/replacement of utilities/irrigation, replacement of landscaping, backfill of curbs, import/export, home owners notification, swollen control, and dust control, unless noted in bid. All costs associated with the implementation and maintenance of the "Storm Water Pollution Prevention Plan" will be billed on a time and material basis plus 20% overhead, if required. All costs and responsibilities for implementing and maintaining a Fugitive Dust "TM 10" mitigation plan and/or N.P.D.E.R. are to be done by others. All items will be billed at unit cost or contract amount whichever is greater. Price excludes prevailing wage unless otherwise noted. All public works projects, once NPG's scope of work is 100% completed - retention may only be held for a period of 60 days max.

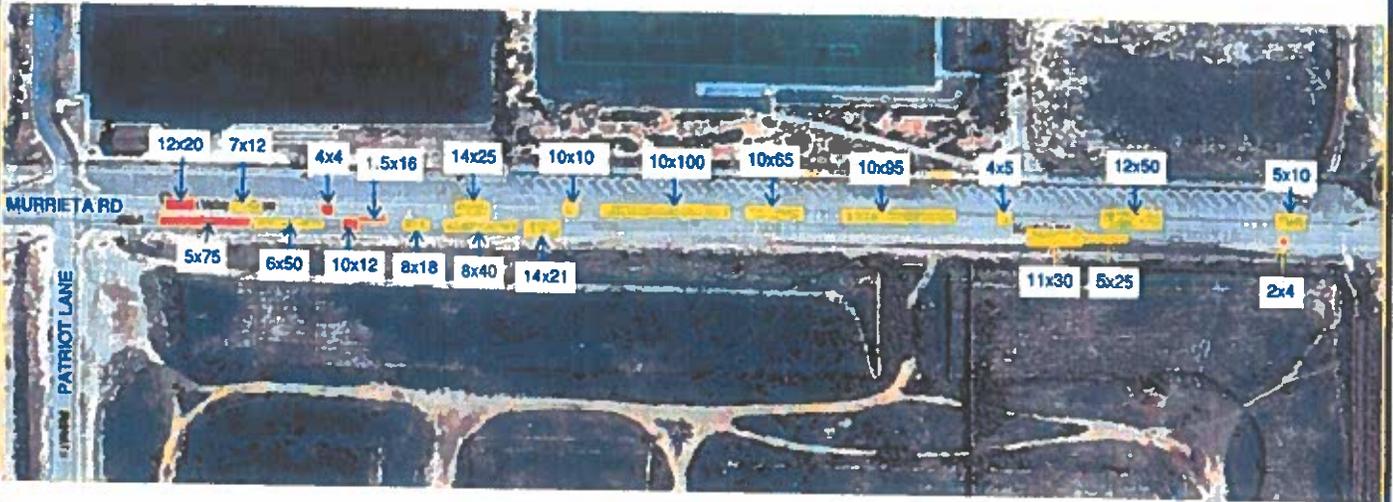
Approved & Submitted by: NPG Corporation

Accepted By Client (Printed Name): \_\_\_\_\_

Authorized Representative:  
 NPG Corporation  
 Office (951) 940.0200  
[www.npgashphalt.com](http://www.npgashphalt.com)  
 P.O. Box 1515, Perris, CA 92571  
 Fax (951) 940.9192

Client Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Client Status:  Corporation  Partnership  
 Occupant  Owner  Contractor  
 Prop Mgr  Occupant Title \_\_\_\_\_

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



REMOVE & REPLACE 4" AC @ 6 SPOTS TOTAL 783 SF  
 MILL & OVERLAY 2" AC @ 15 SPOTS TOTAL 5,292 SF.

**NDG**  
**ASPHALT**  
 Lou Ton - Project Engineer  
 lton@ndgaspalt.com  
 CELL: 951/204-8100  
 www.ndgaspalt.com  
 11841 Jol Way, Perris, CA 92571  
 Inland Empire: 951.204.8100 Tel  
 951.204.8100 Fax  
 Desert Division: 760.338.8999 Tel

1. R & R 4" AC @ 6 SPOTS TOTAL 783 SF PER PLAN.
  2. MILL & OVERLAY 2" AC @ 15 SPOTS TOTAL 5,292 SF PER PLAN.
  3. TOUCH UP +/- 1.350' OF DOUBLE YELLOW OR FOG LINES W/ GLASS BEADS AS NEEDED.
- NOTES:  
 EXCLUDES TRAFFIC CONTROL PLANS, PERMIT & THERMOPLASTIC  
 INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL.

ASPHALT REPAIR @ VARIOUS  
 LOCATIONS. (SHEET 1 OF 11)  
 ON MURRIETA RD & PATRIOT  
 LANE @ PATRIOT PARK  
 893 MURRIETA RD.  
 PERRIS, CA 92570  
 3/20/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



Lou Ton - Project Engineer  
lton@npgasphalt.com

CELL: 951/204-8100

WWW.NPGASPHALT.COM  
1304 2nd Way, Perris, CA 92571

Phone: 951.248.0000 Tel  
951.248.0000 Fax  
Email: 951.248.0000 Tel

1. REMOVE & REPLACE 4" AC @ 2 SPOTS TOTAL 948 SF PER PLAN.
2. RAISE A VALVE CAN @ WATER VALVE
3. OVERLAY 2" AC @ 1 SPOT TOTAL 100 SF PER PLAN.
4. TOUCH UP 30" DBL YELLOW LINE AS NEEDED W/ YELLOW PAINT & GLASS BEADS.

NOTES:  
EXCLUDES TRAFFIC CONTROL PLAN, PERMIT & THERMOPLASTIC.  
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H. MANUAL.

ASPHALT REPAIR @ VARIOUS  
LOCATIONS. (SHEET 2 OF 11)  
@ THE T-SECTION OF  
S. "A" ST. & W. 1ST ST.  
PERRIS, CA 92570

3/20/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice



**NDG**  
**ASPHALT**  
Lou Ton - Project Engineer  
ltton@ndgaspalt.com  
CELL: 951/204-8100  
WWW.NDGPASPHALT.COM  
1204 3rd Way, Perris, CA 92571  
Inland Empire: 951.204.8100 Tel  
San Diego: 619.444.9100 Fax  
Desert Division: 760.276.9000 Tel

1. REMOVE & REPLACE 4" AC @ 2 SPOTS ON THE MIDDLE LANE TOTAL 2,550 SF PER PLAN.  
2. OVERLAY +/-120 SF OVER THE SENSOR LOOP (DO NOT DISTURB THE TRAFFIC LOOPS).  
3. TOUCH UP 550' TRAFFIC SIP WHITE LINES AS NEEDED.

NOTES:  
EXCLUDES TRAFFIC CONTROL PLAN, PERMIT & THERMOPLASTIC  
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL

ASPHALT REPAIR @ VARIOUS  
LOCATIONS. (SHEET 3 OF 11)  
ON W NUEVO RD BETWEEN EL  
POLLO LOCO & JERSEY MIKE'S  
117 W NUEVO RD.  
PERRIS, CA 92571

3/20/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



**NPG ASPHALT**  
 Lou Ton - Project Engineer  
 lton@npgasphalt.com  
 CELL: 951/204-8100  
 WWW.NPGASPHALT.COM  
 12841 40 Way, Perris, CA 92571  
 Inland Empire: 951.868.0200 Tel  
 951.868.0100 Fax  
 Central California: 760.320.0000 Tel

1. R & R 4" AC @ 1 SPOT TOTAL 950 SF PER PLAN.
  2. TOUCH UP 200' EDGE LINE & SKIP LINE W/ WHITE PAINT & GLASS BEADS AS NEEDED.
- NOTES:**  
 EXCLUDES TRAFFIC CONTROL PLAN, PERMIT & THERMOPLASTIC.  
 INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL

**ASPHALT REPAIR @ VARIOUS LOCATIONS. (SHEET 4 OF 11)**  
 XING FROM CAR WASH  
 2309 N. PERRIS BL.  
 PERRIS, CA 92570  
 3/21/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



Lou Ton - Project Engineer  
lton@npgasphalt.com

CELL: 951/204-8100

WWW.NPGASPHALT.COM  
1204 Jet Way, Perris, CA 92571

Internal Empire: 951.840.8229 Toll  
951.240.9100 Fax  
Direct Dialout: 761.320.9888 Toll

1. MILL & OVERLAY 2" AC @ 1 SPOT TOTAL 540 SF PER PLAN.
2. RESTRIPE 1 STOP & BAR, 40' SOLID & SKIP LINES W/ WHITE PAINT & GLASS BEADS.

NOTES

EXCLUDES PERMIT, TRAFFIC CONTROL PLAN & THERMOPLASTICS  
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL

ASPHALT REPAIR @ VARIOUS  
LOCATIONS (SHEET 5 OF 11)  
ON ORANGE @ STONYBROOK  
WAY IN FRONT OF TRIPLE  
CROWN ELEM. SCHOOL  
PERRIS, CA 92570  
3/21/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



**NDG**  
**ASPHALT**  
Lou Ton - Project Engineer  
lton@ndgasphalt.com  
CELL: 951/204-8100  
WWW.NDGASPHALT.COM  
General Office: 951/204-8100 Fax: 951/204-8127  
County Office: 760/396-9600 Toll

1. MILL & OVERLAY 2" AC @ 5 SPOTS TOTAL 4,310 SF PER PLAN.  
2. TOUCH UP 875' OF TRAFFIC LINE W/ WHITE PAINT & GLASS BEADS AS NEEDED.

NOTES:  
EXCLUDES PERMIT, TRAFFIC CONTROL PLAN & THERMOPLASTIC.  
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL.

ASPHALT REPAIR @ VARIOUS LOCATIONS (SHEET 6 OF 11) ON SOUTHBOUND OF PERRIS IN FRONT OF BIRRIERIA XOLOS  
3857 - 3895 N PERRIS BL.  
PERRIS, CA 92570  
3/21/2023

\*Note: Map is not to scale. Areas to be repaved are approximate and are subject to minor adjustments without notice.



**NDG**  
**ASPHALT**

Lou Tou - Project Engineer  
ltou@ndgaspphalt.com

CELL: 951/204-8100

WWW.NDGPASPHALT.COM  
11344 Jett Way, Perris, CA 92571

Richard Ramirez: 951.240.8288 Toll  
800.240.8100 Fax  
David D'Almeida: 760.226.8900 Toll

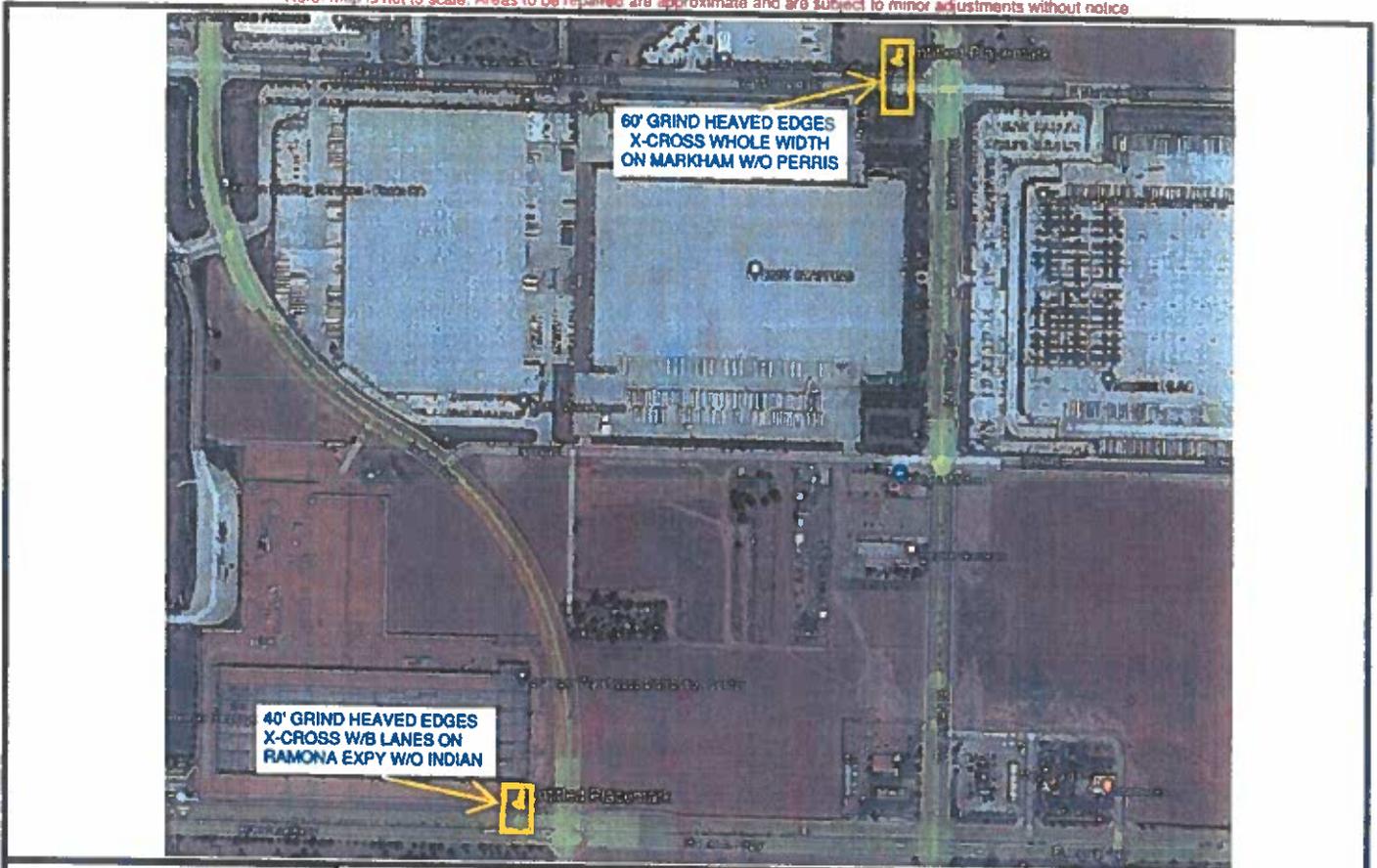
1. R&R 4" AC @ 3 SPOTS TOTAL 250 SF PER PLAN.
2. TOUCH UP THE STOP & BAR W/ WHITE PAINT & GLASS BEADS AS NEEDED.

NOTES  
EXCLUDES PERMIT, TRAFFIC CONTROL PLAN & THERMOPLASTIC  
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL.

ASPHALT REPAIR @ VARIOUS  
LOCATIONS (SHEET 7 OF 11)  
ON DUNLAP DR. @  
SAN JACINTO AVE.  
PERRIS, CA 92570

3/21/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice



**NDG**  
**ASPHALT**  
Lou Ton - Project Engineer  
ltou@ndgasphalt.com  
CELL: 951/204-8100  
www.ndgasphalt.com  
12841 Jui Way, Perris, CA 92571  
Inland Empire: 951-248-8288 Toll  
San-Diego: 619-448-9000 Fax  
Sacramento: 916-528-9999 Toll

1. GRIND HEAVED ASPHALT LIPS @ PCC PVMT TOTAL 100' @ 2 SPOTS PER PLAN.  
(ONLY GRIND, NO PAVE BACK).

NOTES:  
EXCLUDES PERMIT, TRAFFIC CONTROL PLAN & STRIPING.  
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL.

ASPHALT REPAIR @ VARIOUS  
LOCATIONS (SHEET 8 OF 11)  
RAISED PAVEMENT AREA  
E/B MARKHAM W/O PERRIS &  
W/B ROMONA EXPWY, W/O  
INDIAN AVE.  
PERRIS, CA 92570  
3/21/2023

\*Note Map is not to scale Areas to be repaired are approximate and are subject to minor adjustments without notice



GRIND 40' HEAVED ASPHALT EDGES ON N/B LANE OF PERRIS N/O MORGAN

AT THE CIRCLE TURN ABOUT OF BRADLEY RD. & AVALON PKWY. GRIND 8 SPOTS OF ASPHALT HEAVED EGDES @ PCC PVMT TOTAL 200' WHERE NEEDED.

GRIND 40' HEAVED ASPHALT EDGES ON W/B LANE OF RIDER S/O INDIAN

**NDG**  
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1344 1st Way, Perris, CA 92571  
Direct: 951-204-8200 Fax: 951-204-8100  
Direct: 951-204-8200 Fax: 951-204-8100

1. GRIND HEAVED ASPHALT LIPS @ PCC PVMT TOTAL 280' @ 10 SPOTS WHERE NEEDED PER PLAN. (ONLY GRIND, NO PAVE BACK)

NOTES  
EXCLUDES PERMIT, TRAFFIC CONTROL PLAN & STRIPING  
INCCLUDES TRAFFIC CONTROL PER W.A.T.CX.H MANUAL

ASPHALT REPAIR @ VARIOUS LOCATIONS (SHEET 9 OF 11) PERRIS/MORGAN, RIDER/INDIAN & BRADLEY/AVAVON PERRIS, CA 92671

3/21/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice



Lou Ton - Project Engineer  
lton@npgasphalt.com

CELL: 951/204-8100

WWW.NPGASPHALT.COM  
1388 All Way, Perris, CA 92571

Head Office: 951.204.8100 Fax: 951.204.8102  
County Offices: 760.238.5000 Fax

1 GRIND HEAVED ASPHALT LIPS ON PERRIS BL @ 2 SPOTS TOTAL 80' WHERE NEEDED.  
(ONLY GRIND, NO PAVE BACK)

NOTES:  
EXCLUDES PERMIT, TRAFFIC CONTROL PALM & STRIPING  
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL

ASPHALT REPAIR @ VARIOUS  
LOCATIONS (SHEET 10 OF 11)  
ON PERRIS BL N & O OF  
HARLEY KNOX AS SHOWN  
PERRIS, CA 92571

3/21/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



Ethanac off the 215 South

• Perris S/B, East of Rider

• Harley Knox w/b before the roundabout, and after the roundabout



• Markham w/b east of Indian Ave, west of Indian Ave  
• Markham east bound, west of Indian Ave.



**NPG ASPHALT**  
 Lou Ton - Project Engineer  
 lton@npgasphalt.com  
 CELL: 951/204-8100  
 WWW.NPGASPHALT.COM  
 1094 Ard Way, Perris, CA 92571  
 Inland Empire: 951.204.8000 Tel  
 951.204.8100 Fax  
 Inland California: 760.258.9000 Tel

1. GRIND HEAVED ASPHALT LIPS @ PCC PVTM TOTAL 230' @ 5 SPOTS WHERE NEEDED PER PLAN.  
 (ONLY GRIND, NO PAVE BACK)

NOTES: EXCLUDES PERMIT, TRAFFIC CONTROL PLAN & STRIPING  
 INCLUDES TRAFFIC CONTROL PER W.A.T.C. H MANUAL

ASPHALT REPAIR @ VARIOUS  
 LOCATIONS (SHEET 11 OF 11)  
 @ 5 MORE SPOTS PER PLAN  
 ON PERRIS BL, HARLEY KNOX,  
 ETHANAC & MARKHAM ST.  
 PERRIS, CA 92571

3/29/2023



**PROPOSAL and CONTRACT**  
**ADVANTAGE UNLIMITED PAVING INC.**  
P.O. Box 1639, Yucaipa, California 92399  
(909) 401-4044 \* Fax (888) 411-8940  
Contractor's License # 744113  
[www.AdvantageUnlimited.com](http://www.AdvantageUnlimited.com)

File#23FN0402

Prevailing Wages

Date: April 4, 2023

TO: City of Perris  
ATTN: Liset Hernandez  
Address: 101 N. D Street  
City: Perris, CA 92570

Job Site: Asphalt Repairs City Wide  
Contact:  
Address: (Various Locations)  
City: Perris, CA

PHONE: (951) 957-3820 EXT: 617 FAX: ( ) - EMAIL: [lhernandez@cityofperris.org](mailto:lhernandez@cityofperris.org)

*Any questions regarding this proposal please phone Flint Norman @ (951)255-6295 or [Flint@AdvantageUnlimited.com](mailto:Flint@AdvantageUnlimited.com)*

*We hereby propose to furnish all material and perform all labor necessary to complete the following:*

**PWCR#1000025998**

**Location 1 – Asphalt Grind & Overlay @ Murrieta Rd. & Patriot Lane**

1. Provide and set up barricades and ribbon to block off work area.
2. Cold mill, clean and haul away grindings from approximately 5,292 sq. ft. of existing asphalt.
3. Clean and apply SS1H tack emulsion to approximately 5,292 sq. ft. of existing asphalt.
4. Provide and overlay with an average of 2” of hot asphalt to approximately 5,292 sq. ft. of existing damaged and eroded asphalt.
5. Roll hot asphalt for maximum compaction.

**Asphalt Remove & Replace**

1. Provide and set up barricades and ribbon to block off work area.
2. Saw-cut, remove and haul away approximately 783 sq. ft. of existing asphalt.
3. Clean and apply SS1H tack emulsion to vertical edges of existing asphalt or concrete.
4. Provide and pave with an average of 4” (in two lifts) of hot asphalt to approximately 783 sq. ft. of existing soil.
5. Roll hot asphalt for maximum compaction.

**Striping**

1. Provide and set up barricades and ribbon to block work area.
2. Restripe and stencil as per existing layout:  
1,350 (+/-) Lin. Ft. Double Yellow and/or White Lines

**Location 2 – Asphalt Grind & Overlay @ South A Street & West 1<sup>st</sup> Street**

1. Provide and set up barricades and ribbon to block off work area.
2. Cold mill, clean and haul away grindings from approximately 100 sq. ft. of existing asphalt.
3. Clean and apply SS1H tack emulsion to approximately 100 sq. ft. of existing asphalt.
4. Provide and overlay with an average of 2” of hot asphalt to approximately 100 sq. ft. of existing damaged and eroded asphalt.
5. Roll hot asphalt for maximum compaction.

**Asphalt Remove & Replace**

1. Provide and set up barricades and ribbon to block off work area.
2. Saw-cut, remove and haul away approximately 946 sq. ft. of existing asphalt.
3. Clean and apply SS1H tack emulsion to vertical edges of existing asphalt or concrete.
4. Provide and pave with an average of 4" (in two lifts) of hot asphalt to approximately 946 sq. ft. of existing soil.
5. Roll hot asphalt for maximum compaction.

**Striping**

1. Provide and set up barricades and ribbon to block work area.
2. Restripe and stencil as per existing layout:  
30 Lin. Ft. Double Yellow Lines

**Location 3 – Asphalt Grind & Overlay @ 117 W. Nuevo Rd**

1. Provide and set up barricades and ribbon to block off work area.
2. Cold mill, clean and haul away grindings from approximately 120 sq. ft. of existing asphalt.
3. Clean and apply SS1H tack emulsion to approximately 120 sq. ft. of existing asphalt.
4. Provide and overlay with an average of 2" of hot asphalt to approximately 120 sq. ft. of existing damaged and eroded asphalt.
5. Roll hot asphalt for maximum compaction.

**Asphalt Remove & Replace**

1. Provide and set up barricades and ribbon to block off work area.
2. Saw-cut, remove and haul away approximately 2,550 sq. ft. of existing asphalt.
3. Clean and apply SS1H tack emulsion to vertical edges of existing asphalt or concrete.
4. Provide and pave with an average of 4" (in two lifts) of hot asphalt to approximately 2,550 sq. ft. of existing soil.
5. Roll hot asphalt for maximum compaction.

**Striping**

1. Provide and set up barricades and ribbon to block work area.
2. Restripe and stencil as per existing layout:  
550 Lin. Ft. White Traffic Lane Lines

**Location 4 – Asphalt Remove & Replace @ 2309 N. Perris Blvd**

1. Provide and set up barricades and ribbon to block off work area.
2. Saw-cut, remove and haul away approximately 950 sq. ft. of existing asphalt.
3. Clean and apply SS1H tack emulsion to vertical edges of existing asphalt or concrete.
4. Provide and pave with an average of 4" (in two lifts) of hot asphalt to approximately 950 sq. ft. of existing soil.
5. Roll hot asphalt for maximum compaction.

**Striping**

1. Provide and set up barricades and ribbon to block work area.
2. Restripe and stencil as per existing layout:  
200 Lin. Ft. White Traffic Lane Lines/Edge

**Location 5 – Asphalt Grind & Overlay @ Orange & Stoney Brook**

1. Provide and set up barricades and ribbon to block off work area.
2. Cold mill, clean and haul away grindings from approximately 540 sq. ft. of existing asphalt.
3. Clean and apply SS1H tack emulsion to approximately 540 sq. ft. of existing asphalt.
4. Provide and overlay with an average of 2” of hot asphalt to approximately 540 sq. ft. of existing damaged and eroded asphalt.
5. Roll hot asphalt for maximum compaction.

**Striping**

1. Provide and set up barricades and ribbon to block work area.
2. Restripe and stencil as per existing layout:
  - 40 Lin. Ft. White Traffic Lane Lines
  - 1 Stop & Bar

**Location 6 – Asphalt Grind & Overlay @ Southbound Perris Blvd & Birrieria Xolos**

1. Provide and set up barricades and ribbon to block off work area.
2. Cold mill, clean and haul away grindings from approximately 4,310 sq. ft. of existing asphalt.
3. Clean and apply SS1H tack emulsion to approximately 4,310 sq. ft. of existing asphalt.
4. Provide and overlay with an average of 2” of hot asphalt to approximately 4,310 sq. ft. of existing damaged and eroded asphalt.
5. Roll hot asphalt for maximum compaction.

**Striping**

1. Provide and set up barricades and ribbon to block work area.
2. Restripe and stencil as per existing layout:
  - 875 Lin. Ft. White Traffic Lane Lines

**Location 7 – Asphalt Remove & Replace @ Dunlap Drive & San Jacinto Ave**

1. Provide and set up barricades and ribbon to block off work area.
2. Saw-cut, remove and haul away approximately 250 sq. ft. of existing asphalt.
3. Clean and apply SS1H tack emulsion to vertical edges of existing asphalt or concrete.
4. Provide and pave with an average of 4” (in two lifts) of hot asphalt to approximately 250 sq. ft. of existing soil.
5. Roll hot asphalt for maximum compaction.

**Striping**

1. Provide and set up barricades and ribbon to block work area.
2. Restripe and stencil as per existing layout:
  - 1 Stop & Bar

**Location 8 – Asphalt Grind Only (No Patch Back) E/B Markham @ Perris & Ramona Expressway & Indian Ave**

1. Provide and set up barricades and ribbon to block off work area.
2. Cold mill, clean and haul away grindings from approximately 100 sq. ft. of existing raised asphalt.

File#23FN0402

**Location 9 – Asphalt Grind Only (No Patch Back) @ Perris/Morgan, Rider/Indian & Bradley & Avalon**

- 1. Provide and set up barricades and ribbon to block off work area.
- 2. Cold mill, clean and haul away grindings from approximately 280 sq. ft. of existing raised asphalt @ 10 locations.

**Location 10 – Asphalt Grind Only (No Patch Back) @ Perris Blvd North & South of Harley Knox Blvd**

- 1. Provide and set up barricades and ribbon to block off work area.
- 2. Cold mill, clean and haul away grindings from approximately 80 sq. ft. of existing raised asphalt.

**Location 11 – Asphalt Grind Only (No Patch Back) @ Perris Blvd Harley Knox, Ethanac & Markham Street**

- 1. Provide and set up barricades and ribbon to block off work area.
- 2. Cold mill, clean and haul away grindings from approximately 230 sq. ft. of existing raised asphalt @ 5 spots.

**TOTAL BASE BID:**

**\$286,601.00**

**DUE TO THE EVERCHANGING effects of supply constraints, increased costs of fuel, oil, aggregates, concrete, and labor our prices for material will be honored only on a month-to-month basis.**

**NOTES:**

- 1) **ALL JOBSITE SCHEDULING TO BE THRU COLE NORMAN @ (951) 423-4015 OR EMAIL AT [SCHEDULING@ADVANTAGEUNLIMITED.COM](mailto:SCHEDULING@ADVANTAGEUNLIMITED.COM)**
- 2) **Tests, Permits, Engineering, Staking, Surety Bonds, Soil Tests, to be provided by others.**
- 3) **Water & Meter to be provided by customer.**
- 4) **Bid based on (1) Move-In & Prevailing Wages. Additional moves will be billed at \$7,950.00 per move.**
- 5) **Bid Excludes Cut and / or fill of subgrade unless specified in above line items of bid.**
- 6) **Bid Excludes Export or Import of material unless specified in above line items of bid.**
- 7) **Bid Excludes Crack-fill & Weed-Kill.**
- 8) **Bid Excludes Fog seal, Street Clean up from Delivery Trucks Tracking “Tack” material.**
- 9) **Bid Excludes PermaTex seal.**
- 10) **Prices good thru 04/30/23. (May be subject to change because of increased material cost)**

*All of the work to be completed in a substantial and workmanlike manner according to the **PREVAILING WAGE** standard practices for the sum of **\$286,601.00***

ADVANTAGE UNLIMITED PAVING INC.

By: \_\_\_\_\_  
Company Officer

File#23FN0402

- ADVANTAGE UNLIMITED PAVING INC TERMS AND CONDITIONS OF SALE -  
PAYMENT - -TERMS: NET CASH TO BE PAID ON COMPLETION OF JOB.  
AFTER 30 DAYS, 1 1/2% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

ADVANTAGE UNLIMITED PAVING INC warrants the above work for a period of one-year on all workmanship and materials.

This proposal is subject to acceptance within 30 days from date of quotation. All modifications of this agreement must be in writing.

Buyer agrees that in the event collection action is required to enforce payment of this contract, whether suit is filed or not, ADVANTAGE UNLIMITED PAVING, INC. shall be entitled to reasonable attorney's fees and court costs, providing that ADVANTAGE UNLIMITED PAVING is the prevailing party.

Upon commencement of scheduled day and work time customer agrees to have the job site totally ready for ADVANTAGE UNLIMITED PAVING to begin the work as stated in contract. This includes, but is not limited to the following:

- 1 ALL vehicles, trash dumpsters and other debris must be removed prior to our work beginning.
- 2. Pavement must be dry upon our arrival and the irrigation / landscaping water should be turned off at least (24) hours prior to our arrival and 48 hours after completion of work to allow proper curing time of materials.
- 3. After completion of work performed, ADVANTAGE UNLIMITED PAVING requests the area to remain closed for at least (24) Hours after completion of project.

Unless otherwise specified, the term "fine" grade shall mean that present grades are within 1 inch of finish sub-grade.

Any alteration or deviation from the above specifications involving extra cost of material or labor will be executed only upon written orders for same, and will become an extra charge over the sum mentioned in this contract.

ADVANTAGE UNLIMITED PAVING, INC. shall not be liable for any damage to or breakage of underground pipes and/or conduits not visible from the surface of the ground nor for any damage to approaches (including sidewalk) from the street to property line.

ADVANTAGE UNLIMITED PAVING, INC. shall not be held liable for ANY BACKCHARGES unless previously agreed upon and agreement must be in writing.

ADVANTAGE UNLIMITED PAVING offers no guarantee of drainage on resurfacing jobs unless otherwise specified in the above contract.

ADVANTAGE UNLIMITED PAVING offers no guarantee of regrowth of vegetation on resurfacing jobs unless otherwise specified in the above contract.

ADVANTAGE UNLIMITED PAVING offers no guarantee against cracking on resurface jobs unless otherwise specified on above contract.

ADVANTAGE UNLIMITED PAVING INC. shall not be responsible for cracks in asphalt due to acts of nature ie: earthquake, soil or sub-grade movements or failure of any resurfacing of existing asphalt.

ADVANTAGE UNLIMITED PAVING will not guarantee any crack sealing (cold applied or hot rubberized). Crack-fill by characteristic will settle and the cracks will not seal completely and therefore will not be at the same level as existing asphalt. Cracks may still be visible after the curing of crack seal and the application of a pavement sealer.

Even though ADVANTAGE UNLIMITED PAVING takes great care in cleaning the existing asphalt, we cannot guarantee that the sealcoat will adhere to oil/water saturated areas or other materials/elements that will inhibit the adhesion of the sealcoat / paint.

ADVANTAGE UNLIMITED PAVING does not warrant the following:

- 1. Any damage to the sealcoat resulting from barricades being removed, torn down, etc. before scheduled time.
- 2. Any damage to cars, trucks, other vehicles, concrete, shoes, carpets, clothing etc... due to getting on the asphalt materials before proper curing time.
- 3. Any damage that is not a direct result of negligence or willful misconduct by ADVANTAGE UNLIMITED PAVING.
- 4. Any "power steering" or scuff marks on the new asphalt or sealcoat. This a normal occurrence in new asphalt paving and sealcoating (especially in hot weather) and usually smooth's back out after traffic has been on it a few days.

The owner or its agents shall hold harmless ADVANTAGE UNLIMITED PAVING Inc. of any/all claims whatsoever involving the property upon which our work is to be performed, including property damage, bodily injury or death, or any other occurrence that is not directly from the sole negligence or willful misconduct of ADVANTAGE UNLIMITED PAVING Inc.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning contractor may be referred to the Registrar, Contractors' State License Board, (3121 Bradshaw Road) Sacramento, CA (mailing address: P.O. Box 26000, Sacramento, CA 95826).

**ACCEPTANCE**

I HAVE FULLY READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE.

You are hereby authorized to proceed with the work as per above, and I agree to pay the amount mentioned in said proposal.

**You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day, after the date of this transaction.**

Accepted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

*Upon completion and satisfaction of above work, the customer will be provided with a release from this contract along with the invoice for amount due.*

# ATTACHMENT 2

NPG ASPHALT CONTRACT

**CITY OF PERRIS  
PUBLIC WORKS CONTRACT FOR  
PAVEMENT REPAIRS**

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this day of by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and NPG ASPHALT (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, to wit: asphalt and striping services for various city roads, specifications and information for work include the Contractor's Proposal, attached in Exhibit A, 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 the asphalt and striping services for various city roads, in Perris, CA, in strict accordance with the contractor's proposal. 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 based on the unit pricing proposed by the Contractor. City and Contractor agree that City may seek additional cost estimates from third party contractor's to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from third party contractor's to perform additional services. Any increase in compensation of up to twenty percent (20%) 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 one hundred eighteen thousand six hundred and ninety-eight dollars and zero cents (\$118,698.00).

### **2.2 Method of Payment.**

Contractor shall submit to the City, an 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 labor compliance officer. One lump sum payment shall be issued upon successful completion of all items listed in the Contractor's Proposal, and inspection made by the City, unless otherwise directed by the project manager or labor compliance officer. The City must pay interest at the legal rate on any Contractor payment request not paid within 30 days of its submission when the validity of the request is not disputed and the request has been properly submitted. (Public Contract Code § 20104.50.)

### **2.3 Retention of Funds.**

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or 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.**

Jeff Nelson, 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.**

Liset Hernandez, 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 and shall name the City of Perris, California its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, California and its officers, employees and agents and its 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.

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

#### 4.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 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.

#### 4.4 Labor and Materials Bond.

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

#### 4.5 Performance Bond.

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

### 5.0 TERM

#### 5.1 Time For Completion and Liquidated Damages.

The work for the prep and paint of City Hall shall commence on the 27<sup>th</sup> day of March 2023 and shall be completed within ninety (90) calendar days from and after said date, or the date provided on the Notice to Proceed. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to one thousand and 00/100 dollars (\$1,000.00) for each and every day after the permitted time, and/or the road closures exceed the maximum duration specified for each phase of work, if the work is not completed to the City's satisfaction.

#### 5.2 Force Majeure.

The time period(s) specified in this Agreement for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) 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.

### 5.3 Termination for Default of Contractor.

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

### 5.4 Resolution of Contractor Construction Claims.

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

In the event of any dispute valued at more than \$375,000 arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a detailed claim that sets forth the amount of damages, the basis and/or cause of the

damages and all supporting documents which support the claim within ten (10) calendar days after the claim arose. Contractor agrees to submit any additional information or documents requested by the City so it can fully analyze the claim.

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

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

### **6.1 Non-liability of City Officers and Employees**

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

### **6.2 Conflict of Interest**

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

### **6.3 Federal Employee Benefit Clause**

No member of or delegate to the Congress of the United States, and no resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

## **7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

### **7.1 Covenants Against Discrimination**

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

### **Statement of Equal Opportunity Clause**

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are

employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

- (b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

## 8.0 MISCELLANEOUS PROVISIONS

### 8.1 Notice

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

City  
City of Perris  
Public Works  
1015 South G Street  
Perris, CA 92570  
ATTN: Liset Hernandez, Public Works Manager

Contractor  
NPG Asphalt  
1354 Jet Way  
Perris, Ca 92571  
ATTN: Jeff Nelson Jr., Project Manager

### 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 principals. Said books and records shall be made available to the City of Perris, California, the State Auditor of California, the Federal Government and to any authorized representatives thereof for purposes of audit at all reasonable times and places. All such books and

records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after the final payment is received by the Contractor.

#### 8.4 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said payroll records shall be made available to the City, the Federal Government and to any authorized representatives thereof, 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

Pursuant to State and Federal statutes, rules, orders, resolutions, and regulations, the Contractor is required to pay the higher of the State of California or Federal prevailing wages. The Contractor is required to be fully familiar with and comply with all State of California and Federal statutes, rules, regulations, orders, resolutions, and determinations which govern the payment of wages for the work and services provided for in this Agreement.

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement (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 Economic Opportunities for Local Area Residents and Businesses.

The work to be performed under this Agreement is on a project assisted under a Federal Community Development Block Grant from the Department of Housing and Urban Development and is subject to the Requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county), as determined by the Secretary of Housing and Urban Development, in which the project is located; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in

substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project.

8.7 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 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

\_\_\_\_\_  
Clara Miramontes, City Manager

ATTEST:

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

**CONTRACTOR:**  
NPG ASPHALT

APPROVED AS TO FORM:  
Aleshire & Wynder, LLP

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Robert Khuu, City Attorney

\_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

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

(CORPORATE SEAL)  
ATTEST

\_\_\_\_\_

[END OF SIGNATURES]

**EXHIBIT "A"**

**Contractor's Proposal [attached]**

TEL (760) 320-9688 Desert Division  
TEL (951) 948-0288  
FAX (951) 948-9192



CONTRACT# 23-102

We Handle All Phases of Asphalt  
HOA Specialist

"Where Integrity & Quality Counts"

NPG ASPHALT  
1354 Jet Way  
Perris, CA 92571  
Cont. Lic. #664779  
DIR #108002457  
www.npgasphalt.com

ESTIMATE TO (Client)  
City of Perris  
1015 South "G" Street  
Perris, California 92570

DATE: 3/29/2023  
PROJECT: Asphalt & Striping Services  
LOCATION: Various Locations City Wide  
Perris, CA 92570

Attention: Liset H.  
Phone: (951)442-2071

Fax:

E-mail: lhernandez@cityofperris.org

Estimator: LT

NELSON PAVING & SEALING (hereinafter called Contractor) quotes the following estimate to Client for furnishing the materials, labor and performing the work hereinafter specified, subject to the terms and conditions hereinafter set forth on reverse side of estimate.

--REVISED ESTIMATE FROM MARCH 21ST, 2023--

ASPHALT AND STRIPING SERVICES

1. Remove and replace 4" of asphalt at 5 general locations or 11 spots, totaling in 5,479 sq. ft. (includes raising 1 valve.)
2. Mill and overlay 2" of asphalt at 5 general locations or 25 spots totaling in 10,362 sq. ft.
3. Grind heaved asphalt lips at 20 spots totaling in 690 ln. ft. at 11 general locations.
4. Restripe 3,055 ln. ft. of traffic lines and 2 stop bars.

Total Items 1-4:.....\$118,698.00  
\*\*\*Price is valid through June 30th, 2023

- \*\*Note: Project will be completed in 1 move until completion.
- \*\*Note: Includes traffic control per W.A.T.C.H. manual.
- \*\*Note: Price includes prevailing wages.
- \*\*Note: Pricing is based on current market rates on trucking, materials and fuel as of the date of this proposal. Any fluctuations in any of these costs could potentially affect the final total of this proposal and are subject to change.
- \*\*EXCLUSIONS: Permits, testing, inspections, thermoplastic and traffic control plan.

**PRICE TO BE DETERMINED BY OWNERS OPTIONS AS INITIALED ABOVE**

NOTE: UPON ACCEPTANCE OF THIS CONTRACT ALL TERMS, PROVISIONS, AND CONDITIONS AS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT SHALL BECOME PART OF THIS CONTRACT.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications, and conditions are hereby accepted. You are hereby authorizing NPG Inc. to do the work as specified above with payment in full upon completion of work.

Accepted by: Print Name

Title

Authorized Signature

Date

**STANDARD TERMS AND CONDITIONS**  
(These are all part of your contract - PLEASE READ THEM CAREFULLY)

1. This proposal is subject to Client's written acceptance and will be delivered to NPG within ten days from date of estimate. If not accepted within such time, this proposal is subject to change or withdrawal until the bid/contract is accepted by Client and approved by NPG. Terms of Client purchase orders, subcontracts, and/or credit approvals must comply with NPG Corp.'s standard terms and conditions and any special terms, conditions or warranties.
2. UNLESS OTHERWISE SPECIFIED HEREIN, THE CONTRACT PRICE SHALL BE NET US FUNDS, PAYABLE BY CONTRACTOR'S OFFICE (AS SHOWN ON REVERSE HEREOF) UPON COMPLETION OF WORK PAID BY CHECK OR ARRANGED FUNDS. Total amount due for unit price bids shall be determined by field measurement upon completion of work. If installment payments are provided for and the Client fails to pay an installment promptly when due, the Contractor, at its option, may declare the whole amount of said contract to be paid immediately and may refuse to continue work until payment in full is received. Alternatively, Contractor may also refuse to continue work until satisfactory security is given to the Contractor to ensure future prompt payment of installments.
3. Upon acceptance of the proposal by the Client and approval of the Contractor, it will become the entire agreement between the parties, notwithstanding any written or oral communications or representations. There are no covenants, agreements, representations, inducements, promises or warranties not herein expressly contained. The price stated do not include any items of work not specified herein, and any additional items of work to be done at the Client's request will be billed as extra work. All material and labor prices are valid for 30 days unless otherwise specified on contract.
4. Should Client default hereunder, Client agrees to pay the Contractor an \$1,250.00 lien filing fee, or an \$1,250.00 stop notice filing fee as well as any and all costs incurred in collecting any balance owed. This dollar amount will be added to the last billing of the project. Any Mechanic's Lien release will be executed by the Contractor and the Client shall be responsible for recording the action.
5. Upon completion, Client agrees to inspect the work immediately and issue an acceptance to the Contractor, providing the work has been completed according to the terms of the contract. If work is not inspected upon completion, it is hereby agreed that the work was approved and payment will be forwarded to NPG. Any corrections must be submitted to NPG by email to [info@npgcorp.com](mailto:info@npgcorp.com).
6. The contract resulting from acceptance of this proposal is made in contemplation of latest conditions of the site and of existing economic conditions and not in anticipation of extraordinary inflation, depression, economic changes, war or latest conditions of the site unknown to the Contractor. Contractor is not responsible for any delays or interruption of the work or for failure in performance, in whole or in part, by the Contractor caused by impossibility of performance, or by economic or commercial frustration attributable to any circumstances or event of which could not have been reasonably foreseen by the Contractor. Nor are they responsible for any delays or interruption of work on account of transportation difficulties, governmental regulation of materials or labor, prohibition of any kind, strikes, lockouts, boycotts, and differences with employees, acts of God or other causes beyond Contractor's control.
7. All permit and inspection fees paid by the Contractor to any public body by reason of the work hereunder shall be billed separately and not as a part of any of the prices stated herein. Such fees shall be treated as an extra, and as such, will be subject to surcharges of 15% for overhead, plus 15% for profit. All excise, privilege, occupation, sales, personal property and other taxes (whether federal, state, or local) applicable to the sale, purchase, use, installation or ownership of material to be applied by Contractor hereunder, and for the payment or collection of which Contractor is liable, shall be added to the net contract price herein specified and shall be paid by the Client whether specifically set forth in the estimate or not.
8. If fills or rough grading of the site are to be made by others, the site must be left for Contractor at an elevation within one-tenth foot plus or minus of finished sub-grade elevation with material that will readily provide a firm and stable sub-grade. NPG is not responsible for water drainage of any area that has less than 2% fall, otherwise ponding is subject to occur.
9. Secondary line surveys and civil engineering (including, but not limited to setting lines and grades, and staking) requiring the services of a licensed civil engineer, if necessary, shall be provided by Client or at Client's expense, in addition to the contract price. Contractor assumes no responsibility for the correctness of such survey or civil engineering. Client assumes full responsibility for the design of grade, provision for drainage and discharge of water from the site, and Contractor shall have no liability or responsibility thereof. Should any such responsibility be placed upon Contractor by agreement, circumstances, or operation of law, or if engineering services by Contractor's employees are necessary to proper performance of the work, then the cost plus 15% thereof for overhead and 10% of the cost including overhead for profit of fulfilling such responsibility or performing such engineering services or both shall be chargeable to the Client as an extra.
10. Contractor warrants that the materials to be furnished hereunder will be as specified or equal, and that all work shall be done and performed in a good and workmanlike manner. Contractor expressly assumes no responsibility for failure of work caused by the setting of fills placed by others, whether caused by the use of improper fill materials or otherwise. NPG is not responsible for any damage that are caused by others (vehicles driving or people/pets walking through barricaded areas etc.). These will be repaired at owner's expense.
11. Contractor shall not be obligated to perform extra work or supply rental equipment without specific authorization from Client or Client's representative. Client is to have someone of authority on project site at all times. Any questions regarding specifications, scope of work or procedures will be referred to that representative. NPG will not be responsible for extra costs resulting from directions and/or changes made by an inspector and/or resident engineer. All such costs will be the responsibility of the customer. During the course of the contracted work, any existing asphalt damaged by the contractor's equipment due to insufficient support of asphalt structure will be billed as an extra for repairs. Repairs of these areas are in no way to be a part of the base bid. Client is responsible for turning off flowover water and/or irrigation systems prior to contractor's arrival and during course of work.
12. NPG Corp. will only indemnify client when asked on subcontract for the work being performed on said contract. NPG will not pay attorney fees for others in lawsuits or losses of all. NPG's Certificate of Insurance is for the scope of work being performed under said contract only.
13. Special conditions imposed by any permits issued to owner and not noted on the plans or specifications will not be considered in this scope of work. Any and all engineering, construction surveying, testing, and inspection fees are to be paid by client. In the event a portion of paving and/or base changes, new prices will be renegotiated. Any conditions not caused by contractor that may require the shutdown of work or requiring an extra move in will be billed as extra work per our T&M rate sheet online at [www.npgcorp.com](http://www.npgcorp.com). Rates will have a mark up of 10% profit and 10% overhead which will be added in the office billing.
14. NPG is not responsible for existing asphalt heaving up due to soft sub-grade; this shall become a negotiated item. Quantities over an expansion and are subject to physical measurement and corrections. If necessary, changes will be made with unit prices applying. Water is to be furnished to an site source by others. Applying water is included. All vehicles and obstacles are to be removed from area prior to contractor's arrival. Contractor is not responsible for scaling due to power clearing and/or hot weather. Customer cannot guarantee adhesion of material to heavily all sealed pavement. Longer dry time may be needed due to cold and/or wet weather. All cracks are subject to re-opening at any time, and there is no guarantee/warranty applying to crack filling. Concrete and asphalt are both subject to expansion and contraction of cracks due to earth movement even in areas that have been previously completed or are new installations. Contractor is not responsible for residual cracking due to expansion and/or contraction of pavement. Contractor is not responsible for damage to any underground lines, cables or plumbing that may be in direct line with the job site. NPG Corporation accepts no responsibility for ADA compliance and will indemnify itself and its officers from any lawsuits arising from any trip and fall incidents etc., as owner shall accept all responsibility.
15. **ARBITRATION OF DISPUTE: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT TO RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT. ANY CLAIM FILED IN SMALL CLAIMS COURT SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO ARBITRATE, AND IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED IN THE MUNICIPAL OR SUPERIOR COURT, THEN THE PARTY FILING IN SMALL CLAIMS COURT MAY DEMAND ARBITRATION PURSUANT TO THIS PARAGRAPH.**  
NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

I AGREE TO ARBITRATION.

I AGREE TO ARBITRATION.

\_\_\_\_\_  
Customer's Title  
\_\_\_\_\_  
Contractor's Title

**SPECIAL CONDITIONS**

NPG warrants all materials/workmanship for one year from date of installation. Owner/Contractor to accept NPG's increase limits. Progress billings upon completion of work completed. Payment is due in full upon completion of contract work. No retention to be held. Past due accounts will be charged a finance charge of 1.5% /annual percentage of 18% applied to the previous balance after deducting current payments and credits. If NPG engages a collector or attorney at law to collect the purchase price or any part thereof, purchaser agrees to pay all fees, expenses, attorney's fees, including court costs incurred by NPG Corporation in collection of said debt. Start date to be negotiated upon signing of contract. Upon acceptance of proposal, preliminary information must be provided. Bid is based upon one move-in unless otherwise noted; cost of additional moves will be negotiated as they occur. Contract will be cancelled. Certificate of Insurance will only apply to work that NPG is performing. Excludes engineering, staking, soil testing, permits, construction water, handling/disposal of/hauling materials, handling/disposal of rocks, removal/relocation of utilities/irrigation, replacement of landscaping, backfill of curbs, import/export, house corner verification, erosion control, and dust control, unless noted in bid. All costs associated with the implementation and maintenance of the "Storm Water Pollution Prevention Plan" will be billed on a time and material basis plus 20% overhead, if required. All costs and responsibilities for implementing and maintaining a Fugitive Dust "PM 10" mitigation plan and/or N.P.D.E.S. are to be done by others. All items will be billed at unit cost or contract amount whichever is greater. Price excludes prevailing wage unless otherwise noted. All public works projects, once NPG's scope of work is 100% completed - retention may only be held for a period of 60 days max.

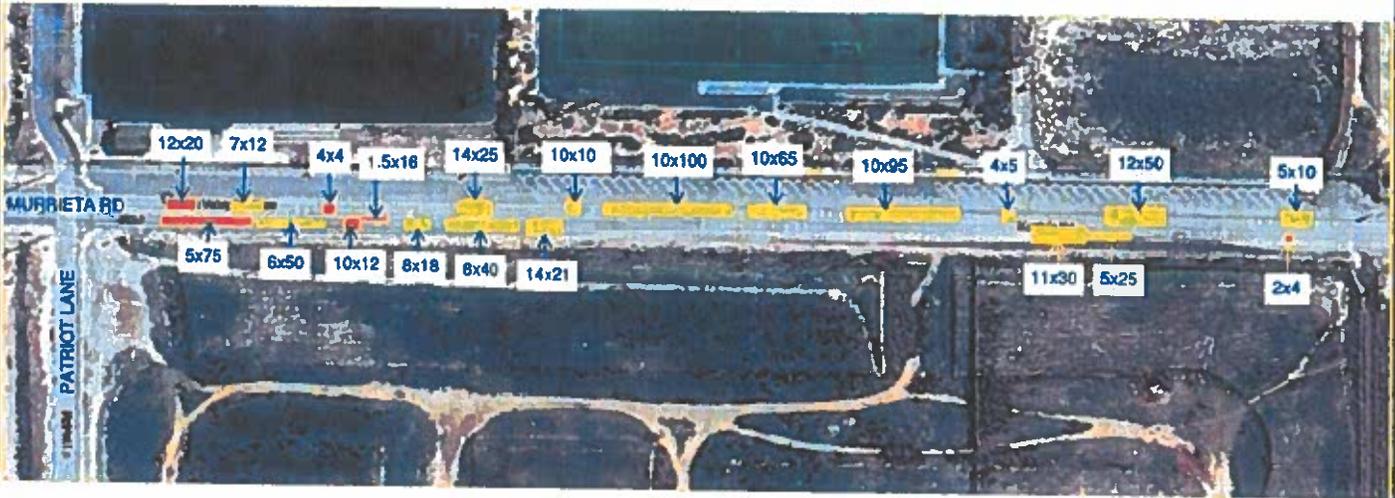
Approved & Submitted by: NPG Corporation

Accepted By Client (Printed Name): \_\_\_\_\_

Authorized Representative:  
NPG Corporation P.O. Box 1515, Perris, CA 92571  
Office (951) 940.0200 Fax (951) 940.9192  
[www.npgcorp.com](http://www.npgcorp.com)

Client Signature \_\_\_\_\_ Date \_\_\_\_\_  
Client Status:  Corporation  Partnership  
 Occupant  Owner  Contractor  
 Prop Mgr  Occupant  
Title \_\_\_\_\_

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



REMOVE & REPLACE 4" AC @ 6 SPOTS TOTAL 783 SF

MILL & OVERLAY 2" AC @ 15 SPOTS TOTAL 5,292 SF



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Inland Empire: 951.540.8100 Tel  
951.540.8100 Fax  
Oceanside Division: 760.233.8100 Tel

1. R & R 4" AC @ 6 SPOTS TOTAL 783 SF PER PLAN
2. MILL & OVERLAY 2" AC @ 15 SPOTS TOTAL 5,292 SF PER PLAN
3. TOUCH UP +/- 1,350' OF DOUBLE YELLOW OR FOG LINES W/ GLASS BEADS AS NEEDED.

NOTES:  
EXCLUDES TRAFFIC CONTROL PLANS, PERMIT & THERMOPLASTIC  
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL.

ASPHALT REPAIR @ VARIOUS  
LOCATIONS. (SHEET 1 OF 11)  
ON MURRIETA RD & PATRIOT  
LANE @ PATRIOT PARK  
893 MURRIETA RD.  
PERRIS, CA 92570  
3/20/2023

\*Note\* Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



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Internal Dispatch: 951.949.6289 Tel  
951.949.2485 Fax  
Dispatch Schedule: 700.200.8900 Tel

1. REMOVE & REPLACE 4" AC @ 2 SPOTS TOTAL 946 SF PER PLAN.
2. RAISE A VALVE CAN @ WATER VALVE.
3. OVERLAY 2" AC @ 1 SPOT TOTAL 100 SF PER PLAN.
4. TOUCH UP 30" DBL YELLOW LINE AS NEEDED W/ YELLOW PAINT & GLASS BEADS.

NOTES:  
EXCLUDES TRAFFIC CONTROL PLAN, PERMIT & THERMOPLASTIC.  
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL.

ASPHALT REPAIR @ VARIOUS  
LOCATIONS. (SHEET 2 OF 11)  
@ THE T- SECTION OF  
S. "A" ST. & W. 1ST ST.  
PERRIS, CA 92570

3/20/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



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 San Diego Area: 619.444.9100 Fax  
 Desert Division: 760.328.8800 Tel

1. REMOVE & REPLACE 4" AC @ 2 SPOTS ON THE MIDDLE LANE TOTAL 2,550 SF PER PLAN.
  2. OVERLAY +/- 120 SF OVER THE SENSOR LOOP (DO NOT DISTURB THE TRAFFIC LOOPS).
  3. TOUCH UP 550' TRAFFIC SIP WHITE LINES AS NEEDED.
- NOTES
- EXCLUDES TRAFFIC CONTROL PLAN, PERMIT & THERMOPLASTIC.  
 INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL

ASPHALT REPAIR @ VARIOUS LOCATIONS. (SHEET 3 OF 11)  
 ON W NUEVO RD BETWEEN EL POLLO LOCO & JERSEY MIKE'S  
 117 W NUEVO RD.  
 PERRIS, CA 92571

3/20/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



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Support Division: 714.376.3500 Toll

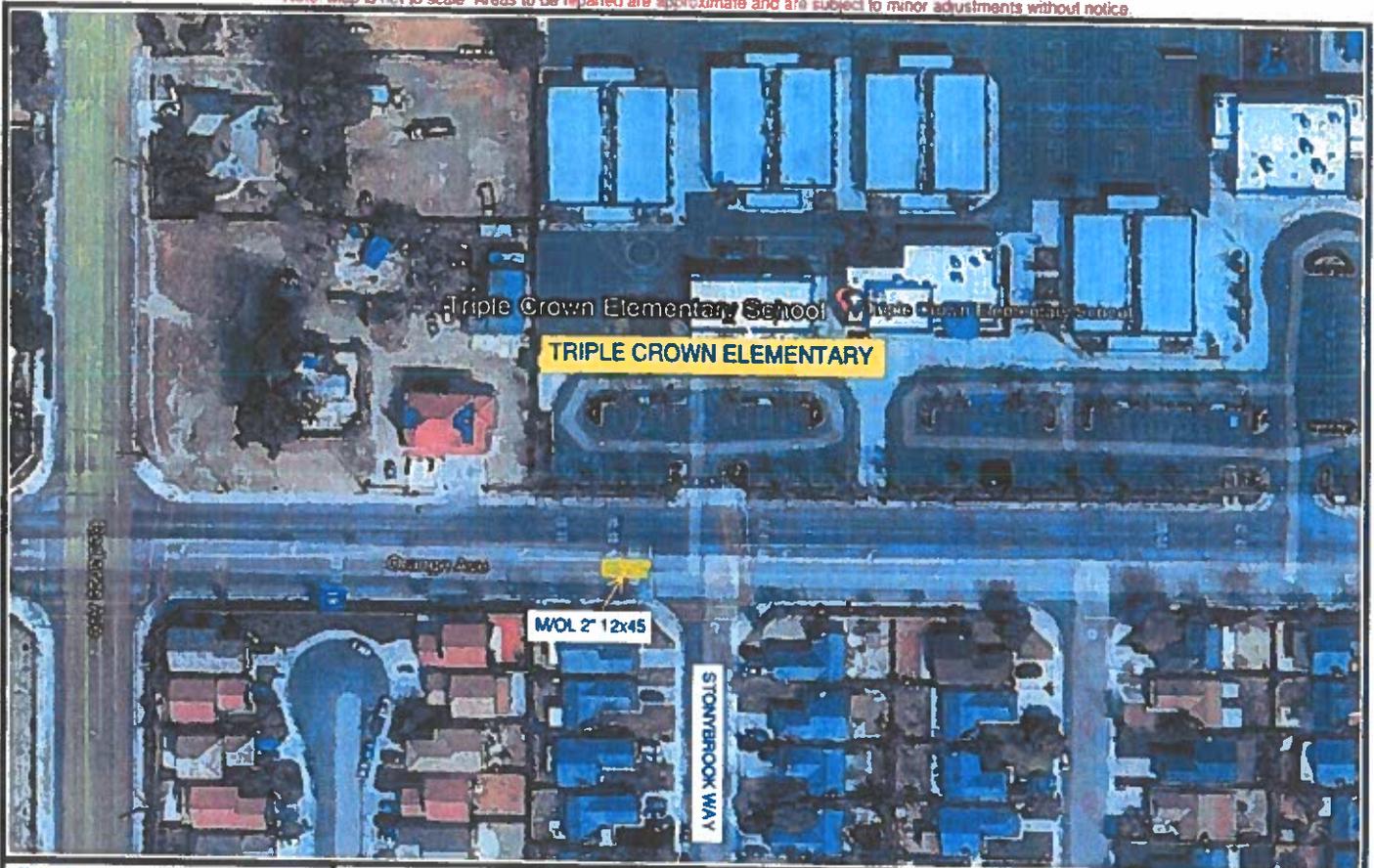
- 1. R & R 4" AC @ 1 SPOT TOTAL 950 SF PER PLAN.
- 2. TOUCH UP 200' EDGE LINE & SKIP LINE W/ WHITE PAINT & GLASS BEADS AS NEEDED.

**NOTES:**  
EXCLUDES TRAFFIC CONTROL PLAN, PERMIT & THERMOPLASTIC.  
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL

**ASPHALT REPAIR @ VARIOUS LOCATIONS. (SHEET 4 OF 11)**  
XING FROM CAR WASH  
2309 N. PERRIS BL.  
PERRIS, CA 92570

3/21/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



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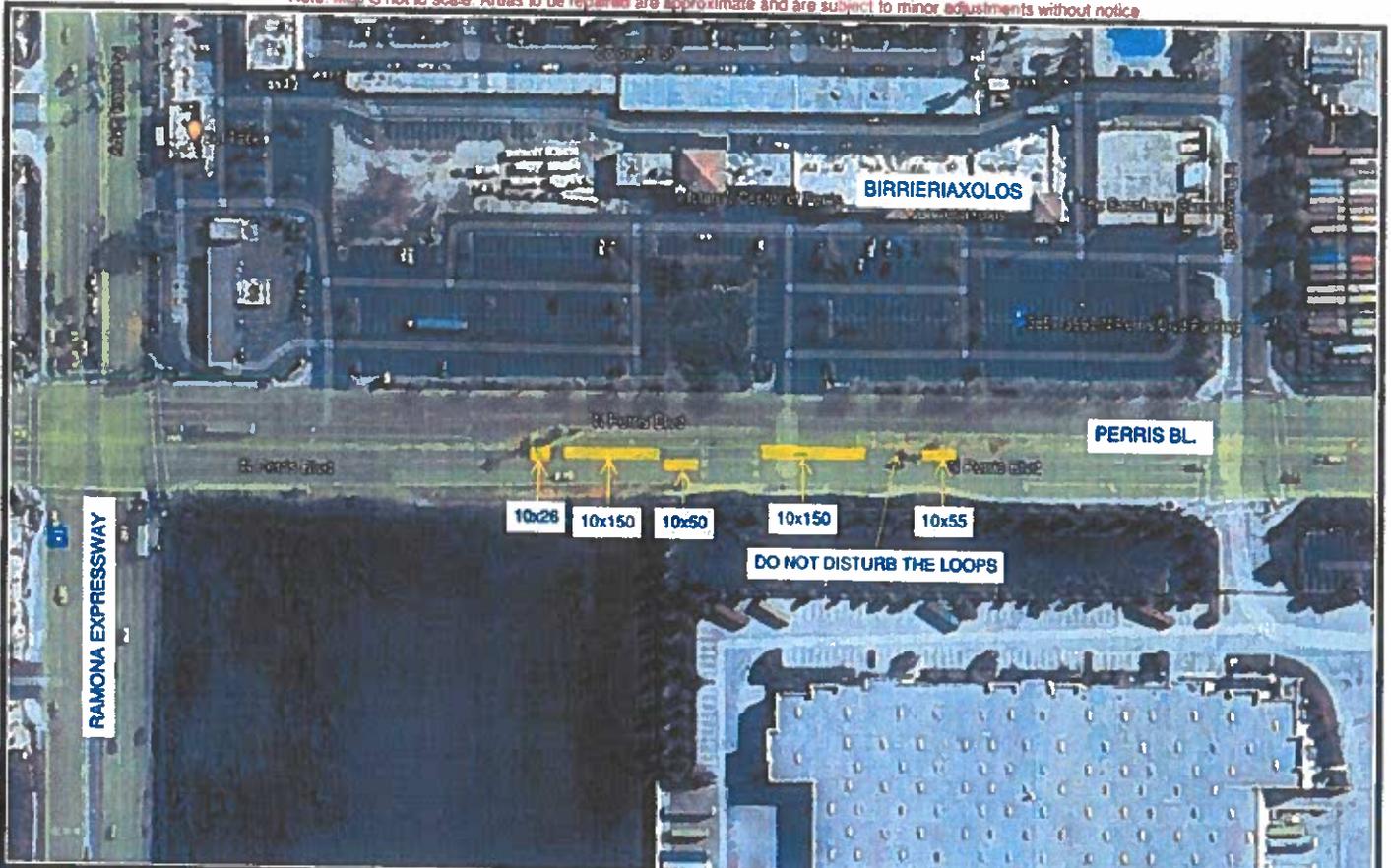
Direct Employee: 951.204.8000 Toll  
951.204.8100 Fax  
Direct Customer: 951.204.8000 Toll

1. MILL & OVERLAY 2" AC @ 1 SPOT TOTAL 540 SF PER PLAN.
2. RESTRIPE 1 STOP & BAR, 40' SOLID & SKIP LINES W/ WHITE PAINT & GLASS BEADS

NOTES:  
EXCLUDES PERMIT, TRAFFIC CONTROL PLAN & THERMOPLATICS  
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL.

ASPHALT REPAIR @ VARIOUS  
LOCATIONS (SHEET 5 OF 11)  
ON ORANGE @ STONYBROOK  
WAY IN FRONT OF TRIPLE  
CROWN ELEM. SCHOOL  
PERRIS, CA 92570  
3/21/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



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1304 2nd Way, Perris, CA 92571  
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951.488.9482 Fax  
Desert Division: 760.255.4600 Tel

- 1. MILL & OVERLAY 2" AC @ 5 SPOTS TOTAL 4,310 SF PER PLAN.
- 2. TOUCH UP 875' OF TRAFFIC LINE W/ WHITE PAINT & GLASS BEADS AS NEEDED.

NOTES:  
EXCLUDES PERMIT, TRAFFIC CONTROL PLAN & THERMOPLASTIC.  
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL.

ASPHALT REPAIR @ VARIOUS  
LOCATIONS (SHEET 6 OF 11)  
ON SOUTHBOUND OF PERRIS  
IN FRONT OF BIRRIERIA XOLOS  
3857 - 3895 N PERRIS BL.  
PERRIS, CA 92570  
3/21/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



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Direct: 951/204-8100

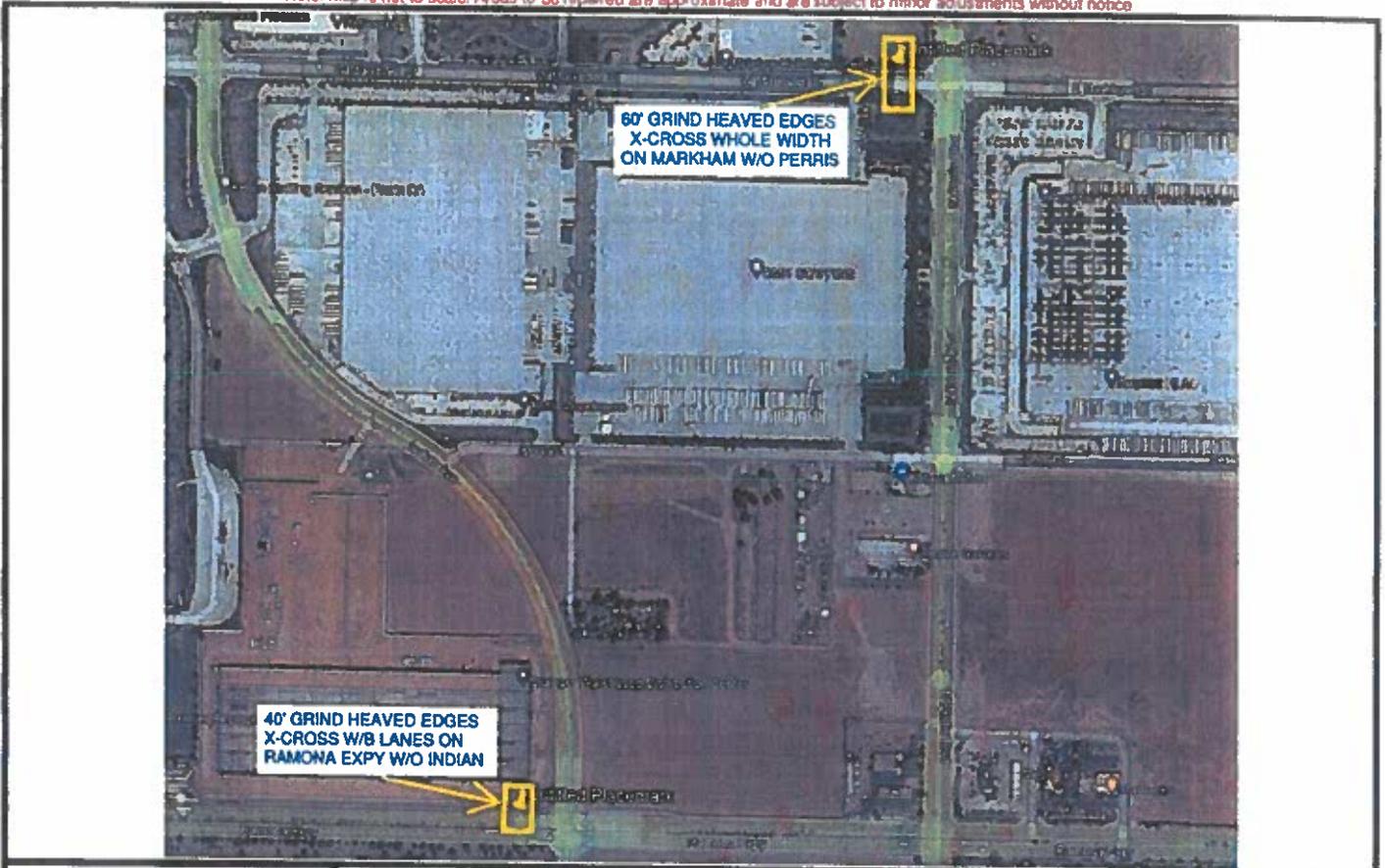
1. R&R 4" AC @ 3 SPOTS TOTAL 250 SF PER PLAN.
2. TOUCH UP THE STOP & BAR W/ WHITE PAINT & GLASS BEADS AS NEEDED.

NOTES:  
EXCLUDES PERMIT, TRAFFIC CONTROL PLAN & THERMOPLASTIC  
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL.

ASPHALT REPAIR @ VARIOUS  
LOCATIONS (SHEET 7 OF 11)  
ON DUNLAP DR. @  
SAN JACINTO AVE.  
PERRIS, CA 92570

3/21/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice



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1. GRIND HEAVED ASPHALT LIPS @ PCC PVMT TOTAL 100' @ 2 SPOTS PER PLAN.  
(ONLY GRIND, NO PAVE BACK).

NOTES:  
EXCLUDES PERMIT, TRAFFIC CONTROL PLAN & STRIPING  
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL

ASPHALT REPAIR @ VARIOUS  
LOCATIONS (SHEET 8 OF 11)  
RAISED PAVEMENT AREA  
E/B MARKHAM W/O PERRIS &  
W/B ROMONA EXPWY, W/O  
INDIAN AVE.  
PERRIS, CA 92570  
3/21/2023

\*Note Map is not to scale Areas to be repaired are approximate and are subject to minor adjustments without notice

GRIND 40' HEAVED ASPHALT EDGES  
ON N/B LANE OF PERRI'S N/O MORGAN

AT THE CIRCLE TURN ABOUT OF  
BRADLEY RD. & AVALON PKWY.  
GRIND 8 SPOTS OF ASPHALT  
HEAVED EDGES @ PCC PVMT  
TOTAL 200' WHERE NEEDED.



GRIND 40' HEAVED ASPHALT EDGES  
ON W/B LANE OF RIDER S/O INDIAN

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951.645.9122 Fax  
Distant Division: 761.326.9978 Tel

1. GRIND HEAVED ASPHALT LIPS @ PCC PVMT TOTAL 280' @ 10 SPOTS WHERE NEEDED PER PLAN.  
(ONLY GRIND, NO PAVE BACK)

NOTES:  
EXCLUDES PERMIT, TRAFFIC CONTROL PLAN & STRIPING  
INCCLUDES TRAFFIC CONTROL PER W.A.T.O.X.H MANUAL

ASPHALT REPAIR @ VARIOUS  
LOCATIONS (SHEET 9 OF 11)  
PERRIS/MORGAN, RIDER/INDIAN  
& BRADLEY/AVAVON  
PERRIS, CA 92671  
3/21/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice



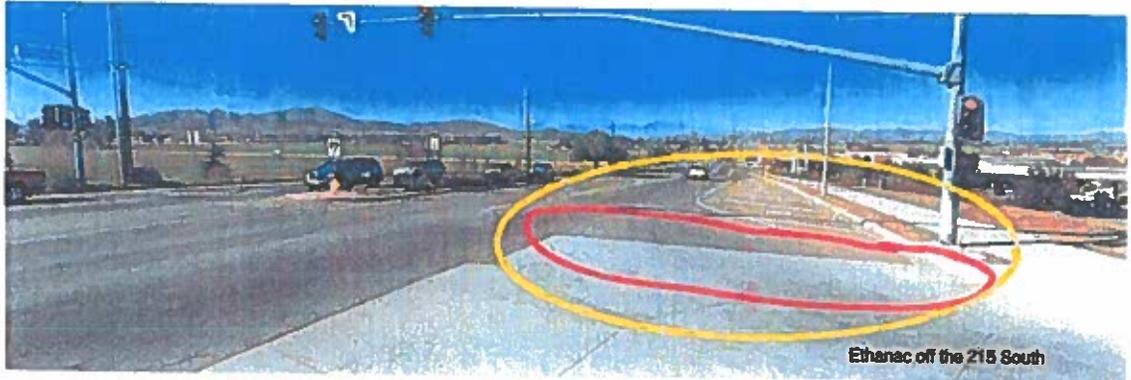
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951.204.8100 Fax  
Direct Dialing: 951.204.8100 Toll

1. GRIND HEAVED ASPHALT LIPS ON PERRIS BL @ 2 SPOTS TOTAL 80' WHERE NEEDED.  
(ONLY GRIND, NO PAVE BACK)

**NOTES:**  
EXCLUDES PERMIT, TRAFFIC CONTROL PALN & STRIPING  
INCLUDES TRAFFIC CONTROL PER W.A.T C H MANUAL.

ASPHALT REPAIR @ VARIOUS  
LOCATIONS (SHEET 10 OF 11)  
ON PERRIS BL N & O OF  
HARLEY KNOX AS SHOWN  
PERRIS, CA 92571  
3/21/2023

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



Ethanac off the 215 South

- Perris S/B, East of Rider



- Harley Knox w/b before the roundabout, and after the roundabout



- Markham w/b east of Indian Ave, west of Indian Ave
- Markham east bound, west of Indian Ave.



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 Inland Empire: 951-946-8289 Toll: 951-548-9972 Fax: 951-946-8289  
 Record Division: 761-338-8888 Toll

1. GRIND HEAVED ASPHALT LIPS @ PCC PVMT TOTAL 230' @ 5 SPOTS WHERE NEEDED PER PLAN (ONLY GRIND, NO PAVE BACK)

NOTES: EXCLUDES PERMIT, TRAFFIC CONTROL PLAN & STRIPING  
 INCLUDES TRAFFIC CONTROL PER W.A.T.C.H. MANUAL

ASPHALT REPAIR @ VARIOUS LOCATIONS (SHEET 11 OF 11) @ 5 MORE SPOTS PER PLAN ON PERRIS BL, HARLEY KNOX, ETHANAC & MARKHAM ST. PERRIS, CA 92571

3/29/2023



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 11, 2023

**SUBJECT:** Award of Contract to South Coast Copy Systems for City Copier Contract Lease.

**REQUESTED ACTION:** 1) Approve a Contract Services Agreement with South Coast Copy Systems for a 60-month lease for the installation and implementation of all city department copiers, in an amount not to exceed \$163,770.60; 2) Authorize the City Manager to execute said Agreement in a form approved by the City Attorney.

**CONTACT:** Arturo Cervantes, Chief Information Officer

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#### BACKGROUND/DISCUSSION:

On April 2018, the City of Perris entered into a 5-year lease agreement with Image Source, including the main copiers for citywide use for the Finance Department, Public Works, Code Enforcement, Community Services Office Spaces, Administration, Council Office Spaces & the Information Technology Department. At this time, all lease copier equipment will have reached the end of the contract on April 30, 2023. Most of the City's current copiers are in poor working condition. The copiers have been worn out and causing frequent breakdowns, severely impacting essential work productivity.

On March 30, 2023, staff reviewed the bids of three qualified firms, see bid summary (Attachment 1). South Coast Copy Systems (SCCS) submitted a bid of \$163,770.60 (Attachment 2), Advanced Office for \$170,400 (Attachment 3), Image Source for \$223,260 (Attachment 4). The Information Technology Department visited the City of Murrieta, which utilizes the same Canon copiers from SCCS and provided positive feedback on the copiers. The Canon copiers will increase page per minute (PPM) printing speeds and reduce maintenance downtime. Through the 60-month SCCS NASPO (National Association of State Procurement Officials) copier lease agreement, the City will not be charged late fees or property taxes. Staff recommends awarding City of Perris Copier Contract to SCCS in the amount of \$163,770.60.

Staff recommends that the City Council approve and authorize the City Manager to execute a 60-month lease purchase order with South Coast Copy Systems for copiers. The cost will be covered through Office Equipment Lease General Fund: 10213000-7421.

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**BUDGET (or FISCAL) IMPACT:** The total contract amount of \$163,770.60 will be budgeted and programmed over a five year period. There is sufficient funds in the current year's budget to cover the current year's lease amount of \$32,754.12.

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Prepared by: Paul Lopez, IT Supervisor

**REVIEWED BY:**

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

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

Deputy City Manager     *PL*    

- Attachments:
1. Bid Summary
  2. South Coast Copy Systems, NASPO Contract Proposal
  3. Advanced Office Copier Proposal
  4. Image Source Copier Proposal
  5. Contract Services Agreement for City Printer Contract Lease

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

# ATTACHMENT 1

Bid Summary

**CITY OF PERRIS  
INFORMAL BID SUMMARY SHEET**

**PROJECT DESCRIPTION: CITY COPIERS CONTRACT LEASE**

	<b><u>BIDDER</u></b>	<b><u>BID AMOUNT</u></b>	<b><u>BID BOND</u></b>
1	South Coast Copy Systems-Canon Copiers	\$163,770.60	N/A
2	Advanced Office-Canon Copiers	\$170,400	N/A
3	Image Source-Xerox Copiers	\$223,260	N/A

# ATTACHMENT 2

South Coast Copy Systems, NASPO Contract Proposal

Over the past year as we all have all gone through this life changing pandemic, much has changed in the ways businesses conduct themselves, including the one I work for. All industries have been affected and there have been a countless number of tactics tried and some of them successfully. With this stated, there was a common thread between these tactics and that is how can they remain productive, relevant, and profitable. Being productive also means reviewing expenses and determining what can be cut out, or perhaps reduced. The challenge resides in what can organizations do to remain viable outside of simply bidding to drive the price down.

This is where new ideas and technology come in. Traditional procurement practices where formal, or informal quote requests go out to help drive down the hardware price and click cost but does not go far enough. What if you could also drive prints to the least costly device, eliminate wasted prints and while at the same time improve the security of your documents? What if you could establish rules-based printing where prints from certain applications such as emails would only come out in B/W, or perhaps based upon authentication rights per individual you could block the use of color, or force duplex?

If these measures could be realized, how many less prints, or lower costly prints would be realized? What kind of impact would this have on the bottom line? After all, printers do not print, people do! If you had a technology to affect the end-user behavior concerning print, how much impact could there be?

Moving into the realm of affecting print behavior is that next step to cut costs. Our conclusions have shown that clients who deploy an Enterprise Print Management technology can cut the cost of print up to 30% over just the traditional bid process.

This all starts with visibility to those who print. After all, if you can't see it how can you possibly manage it? Most vendor monitoring solutions reside at the device level only. Certainly, it is good to know what each device produces, but with that information, how can you affect the necessary changes if you believe the volume is too high, or too much color, or not enough duplex, or perhaps you see a large collection of unclaimed prints sitting in a basket next to the copier? The only way to affect the changes you wish to see is through visibility and rules at the end user level.

Within this proposal is a section contained in the Tab labeled, "Enterprise Print Management" that provides some information on this subject. It would be our recommendation that we set up an introductory web presentation for stakeholders in your organization that could benefit from understanding this technology.

The beauty of deploying an enterprise print management solution is that it works effectively in hybrid situations where you have remote workers and on premise, or combined. No other technology on earth can satisfy this type of environment.

## South Coast Copy Systems - Who We Are

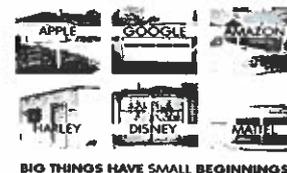
### South Coast Copy Systems San Diego Canon Copier Dealer

Play the one minute video <https://www.youtube.com/watch?v=0PnznXsOT4Q>

South Coast Copy Systems (SCCS) is the largest full line authorized Canon dealership locally owned and operated in Southern California with two locations; one in San Diego County with a second location in Riverside County. From desktop to print shop, and from hardware solutions to leveraging document imaging and management software, we can deliver the solutions you are looking for. Together with our account management program, and award-winning service team SCCS is in the best position to partner with the City of Perris.

When you start small and your competition is big, you learn the true secret of achieving business success – it's through delivering superior customer service. Our strong growth and financial success originate on how we support our client base. We were founded in a garage in 1998 and today our multi-million dollar company features a state-of-the-art, wireless equipment showroom, I.T. technical support center (NOC) and local parts/supply warehouse (both locations) stocked with everything we need to support our customers'. SCCS's steady growth can be attributed to our world class products, hard work and the finest factory trained employees in the industry. With two strategically placed locations, our goal from the beginning is to successfully and effectively serve private and public sector organizations like yours operating here locally. South Coast Copy Systems is also a registered small business enterprise in the State of California.

Our plan is to form a long-term relationship with our customers through personalized service and custom support programs. We are large enough to support any client, but small enough to be very responsive and agile. When you call us, you speak with a local, live customer service representative, not an endless voice mail system. That's because we have a no-voicemail policy during normal business hours. Our interactive website [www.goSCCS.com](http://www.goSCCS.com), makes it easy to view the latest in new digital and color equipment, order supplies or schedule a service call. We've even created a mobile app where our clients can place service calls from their phone. As Southern California's premier authorized Canon, and Hewlett-Packard dealer, you will be partnering with the best!



BIG THINGS HAVE SMALL BEGINNINGS





**NASPO ValuePoint #140595 - California  
Contract Profile**

GENERAL INFORMATION	
AWARD PARAMETERS	SPECIFICATIONS
Contract Model	CSAP
Contract Title	NASPO ValuePoint - Copiers & Managed Print Services
State NASPO Website - Canon	<a href="#">LPA Contract Details (ca.gov)</a>
Contract Number	Canon Participating State Addendum #: 7-19-70-46-01 Lead State Master Agreement #: 140595
Effective Period	12/20/2019 - 07/31/2024
Number of Renewal Options	Three (3) - One (1) Year Renewals
Eligible Users	State agencies, educational institutions & political subdivisions empowered to expend public funds.  State Agency listing can be found here: <a href="https://www.ca.gov/agenciesall/">https://www.ca.gov/agenciesall/</a>  Poly subs are responsible for making their own determination whether this contract is consistent with their procurement policies & regulations
Agreement Type (i.e. Single Source/Multiple Award)	Multiple award
Other Contract Holders	Konica, Ricoh, Toshiba, Xerox, HP, Kyocera
PRODUCT REQUIREMENTS, RESTRICTIONS AND EXCEPTIONS	
Products	Group A – A3 MFDs Group B – A4 MFDs Group C – Production Equipment Group D – Single-Function Printers Group E - Large/Wide Format Equipment Group F – Scanners  <b>Due to the State's EnergyStar / EPEAT restrictions for State Agencies, there are a number of products NOT currently available for State Agencies. Please make sure to review the proper pricing tab, either for State Agencies or Poly Subs, depending on the customer.</b>
Software/Third Party Solutions	eCopy / uniFLOW / PRISMA / Therefore / IGS and all associated software that goes with the product listed above. See Price Sheet.
Open Market Items	<b>POLY SUB ONLY</b> Open market items, or "Not Specifically Priced" (NSP) items can be sold to compliment or enhance the products/services being sold under the contract. They <b>cannot</b> be sold as a stand-alone option. They also <b>cannot</b> include interactive white boards, computers, monitors, fax machines, overhead projectors or cameras.  15% off MSRP discount minimum
Remanufactured Equipment	<b>POLY SUB ONLY</b> Poly subs may purchase remanufactured equipment but it must be priced according to the minimum discount offered for similar equipment in the applicable group
Trials / Demo equipment	No trial / demo shall exceed thirty (30) calendar days  Trial / demo equipment may be new or used, however <b>NO</b> used, remanufactured, or refurbished devices shall be converted to a purchase or lease.

<b>Showroom equipment</b>	<p>Customers may purchase / lease showroom equipment at their own discretion and based on the following conditions:</p> <ol style="list-style-type: none"> <li>1) Group A / B devices do not exceed 10,000 copies total</li> <li>2) Group C devices do not exceed 50,000 copies total</li> <li>3) Device must be discounted <b>AT LEAST 5%</b> off master agreement pricing</li> <li>4) PO must indicate device is a showroom model</li> </ol>
<b>Warranty</b>	<p><u>Without a maintenance plan</u> - Standard product warranty applies  <u>With a maintenance plan</u> - Maintenance starts day 1 and runs parallel to warranty</p>
<b>Product Substitutions/Discontinuations</b>	<p>Products will be added/removed over the course of the contract with approval from the NASPO Lead State (CO). Should a device become discontinued or inventory depleted, etc. please reach out to the Canon contract manager for assistance and/or status of product approval.</p> <p>No substitutions of non-contract items are allowed.</p>
<b>Hard Drive Erase/Destruction</b>	<p>Dealer must facilitate the electronic wiping of Customer hard drives at the end of term at no additional cost.</p> <p>Additional security options such as HDD Replacement service may be offered at a cost that does not exceed Canon's published contract price.</p>
<b>ACQUISITION PLANS AND PRICING PARAMETERS</b>	
<b>Acquisition Plan(s) - Purchase/Lease/Rental/CPC</b>	<p>Purchase  Straight lease  \$1 Buyout lease  Short-Term lease</p> <p><b>Lease options are available for poly subs ONLY</b></p> <p><b>72 &amp; 84 month lease rates are available for Group C (Production) devices only</b></p>
<b>Pricing Model</b>	Not to Exceed Pricing
<b>Maintenance Plan(s)</b>	<p>Zero base CPC WITH supplies  Zero base CPC WITHOUT supplies  Base + overage CPC WITH supplies  Flat Monthly plans WITHOUT supplies</p> <p><b>Blended rates are now available for Service/Supply costs over a large equipment fleet</b></p> <p><b>11x17 Impressions may now be counted as two (2) clicks</b></p>
<b>Legacy Maintenance</b>	<p>Legacy maintenance can now be offered on equipment that is owned / leased / rented through the previous #3091 contract or via any other means</p> <p>Dealers may inspect equipment that did not have a maintenance plan or was previously serviced by another dealer and charge for parts and/or labor to bring the device up to acceptable maintenance levels.</p> <p>Devices at customer location &lt; 5 years - Pricing is determined by the applicable Group/Segment  Devices at customer location &gt; 5 years - Pricing shall not exceed 107% of the applicable Group/Segment pricing  Devices at customer location &gt; 7 years - Pricing shall not exceed 110% of the applicable Group/Segment pricing</p>
<b>Supplies - Toner/Staples/Paper</b>	<p>Plans are available with -or- without supplies.  Supply inclusive plans include OEM toner.  Staples may be added for an additional uplift or purchased separately as needed.  Paper must be purchased separately.</p>

<b>Contract Fee/Frequency</b>	<p>Canon pays a 1.5% admin fee on all contract sales each quarter ( 25% NASPO fee + 1.25% California fee).  <b>Canon reserves the right to charge back dealers based on their sales &amp; service under the contract.</b></p> <p>Under the #140595 NASPO Agreement, as opposed to the previous #3091 Agreement, Administrative Fees on Services may be defined as either "Actual" service spend, or "Estimated" service spend depending on the type of Product sold.</p> <p>Canon intends to report a large majority of service as "Estimated" spend. Rather than requiring dealers to report individual devices' meter reads, instead the service will be estimated as a 1:1 ratio with the equipment price. Ex. a \$5,000 MFP will be reported as a contract sale with \$5,000 in service reported one time upfront.</p> <p>Canon will also report select products/services as "Actual" spend. This will apply to certain items where clicks are required for reporting, or items with fixed service pricing. Some examples include:</p> <ul style="list-style-type: none"> <li>- All inclusive CPC programs</li> <li>- MPS programs &amp; Professional services</li> <li>- Products where service is through eCarePAK rather than click charges (Printers / Scanners / LFP)</li> </ul>
<b>ORDER MANAGEMENT/ COMPLIANCE INSTRUCTIONS</b>	
<b>Purchase Order Requirements</b>	<p>All purchase orders shall include:</p> <ol style="list-style-type: none"> <li>1) The Participating State contract number: <b>7-19-70-46-01</b></li> <li>2) The Lead State master agreement number: <b>140595</b></li> <li>3) Customer contact &amp; shipping info</li> </ol> <p><b>An Itemized list of the equipment sold w/ detailed configuration as well as equipment/maintenance pricing is necessary in order to verify contract compliance</b></p> <p>Orders should be written out directly to the dealer -or- to CFS for leases.</p> <p>CFS supplier block should read as follows:</p> <p><b>Canon Financial Services  14904 Collections Center Dr.  Chicago, IL 60693</b></p>
<b>Restocking Fee</b>	<p>Dealer may charge customers a re-stocking fee for any products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.</p>
<b>Purchase Methods Accepted (PO, Credit Card, Electronic)</b>	<p>PO / P-card / etc.</p>
<b>Invoice/Billing Requirements</b>	<p>Net 45</p>
<b>Sales Reports</b>	<p>Dealer must provide Canon with a report of sales and leasing under the NASPO ValuePoint State of California contract by the 5th day after the end of the month. Such reports shall include all information required for Canon to comply with its reporting obligations to NASPO ValuePoint State of California under the Contract. Failure to comply may lead to chargebacks of credits that may have been provided under any available Canon programs for the NASPO ValuePoint State of California Contract, and/or reimbursement to Canon of any penalties charged to Canon and/or termination of this Agreement. Each of Canon and NASPO ValuePoint State of California shall have the right to audit Dealer's books and records to the same extent that NASPO ValuePoint State of California has the right under the Contract to audit Canon's books and records. Monthly reports must be sent directly to the Compliance team at <a href="mailto:BISG_DealerReport_Govt@cusa.canon.com">BISG_DealerReport_Govt@cusa.canon.com</a>. Canon will notify Dealer of any new reporting instructions related to the monthly reports or for website entry, if available. Dealer agrees to provide to Canon the required performance reporting on a monthly basis using the template supplied for this purpose by Canon to Dealer; such template may be revised by Canon from time to time.</p> <p><b>Please note the Admin Fee section above. Due to the change in how admin fees work under the new NASPO Master Agreement, reporting requirements have changed.</b></p>
<b>FINANCING - Master Financing Agreement / Master Leasing Agreement</b>	
<b>CUSA Authorized Leasing Partner</b>	<p>Canon Financial Services</p>
<b>Cancellation Terms/Penalties</b>	<p>Except in the case of Non-appropriation of funds, leases are subject to an early termination charge.</p> <p>The termination charge to the customer shall not exceed the balance of remaining lease payments and with respect to service/maintenance obligations, may not exceed four (4) months of the service and supply base charge or 25% of the remaining maintenance agreement term, whichever is less.</p>

<p><b>End of Term Options</b></p>	<p><b>***THERE ARE NO AUTOMATIC RENEWALS ALLOWED UNDER NASPO #140595***</b>  <b>CFS / Dealer must notify the customer 60-90 days prior to the end of any initial lease term</b></p> <p><u>Straight Lease (POLY SUB ONLY)</u>  - Renew month to month OR 12-month basis  - Return equipment</p> <p><u>Short-Term Lease (POLY SUB ONLY)</u>  - Renew month to month up to a total maximum term of 12 months incl. initial term  - Return equipment</p> <p><u>FMV Lease (POLY SUB ONLY)</u>  - Purchase  - Renew month to month OR 12-month basis  - Return equipment</p> <p><u>\$1 Buyout Lease (POLY SUB ONLY)</u>  - CFS to provide title to customer</p>
<p><b>Equipment Trade-In</b></p>	<p>Dealers may negotiate existing equipment trade-in value with customers when placing a new purchase or lease order.</p>
<p><b>Upgrade/Downgrade Terms</b></p>	<p>Dealers may offer Customers the option to upgrade/downgrade equipment at any time throughout the term of a lease.  Dealer and Customer to negotiate the price but at no time shall the cost of the upgrade / downgrade be less than the remaining stream of payments</p>
<p><b>Customer Purchase within Term</b></p>	<p>Straight Lease - No  Short-Term Lease - No  FMV Lease - Yes  \$1 Buyout Lease - Yes</p>
<p><b>Customer Purchase at the end of Lease</b></p>	<p>Straight Lease - No  Short-Term Lease - No  FMV Lease - Yes  \$1 Buyout Lease - N/A (Title to transfer w/ no additional payment)</p>
<p><b>Lease renewal after lease term</b></p>	<p><b>***THERE ARE NO AUTOMATIC RENEWALS ALLOWED UNDER NASPO #140595***</b>  <b>CFS / Dealer must notify the customer 60-90 days prior to the end of any initial lease term</b></p> <p>Straight Lease - Month to month or 12-month basis  Short-Term Lease - Renew month to month up to a total maximum term of 12 months incl. initial term  FMV Lease - Month to month or 12-month basis  \$1 Buyout Lease - N/A (Title transfer to customer)</p>
<p><b>Equipment Return at EOL</b></p>	<p>Included in CFS Rate. CFS to arrange for return.  Dealer to coordinate removal and assist with any de-install.</p> <p><b>Dealer shall ensure that all hard drive data is cleansed and purged from the device prior to it leaving the customer's possession</b></p>
<p><b>Risk of Loss</b></p>	<p>ROL transfers from Contractor to the customer upon acceptance of equipment. Customers are expected to complete a Delivery &amp; Acceptance form, however equipment is assumed to be accepted if not received within five (5) days.</p>
<p><b>SERVICE PERFORMANCE REQUIREMENTS</b></p>	

<b>Delivery &amp; Install</b>	<p>F.O.B Destination Pricing includes shipping, delivery &amp; installation</p> <p>Excess installation requirements may be an additional charge. Charges must be quoted to the customer and based on actual expenditures. Examples include:</p> <ul style="list-style-type: none"> <li>- Rigging</li> <li>- Access alterations</li> <li>- Access to non-ground floors via stairs</li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>- Pricing includes On-site initial training (1-hour) for all non-desktop products</li> <li>- For drop-shipped / desktop products, training can be web-based</li> <li>- Additional / Advanced training may be an additional charge</li> </ul>
<b>Meter Collection</b>	<p>Dealer may provide an electronic method for providing periodic meter readings. They can also be submitted via online portal, email, fax, or through the device if available, and at the Purchasing Entity's request.</p> <p>Dealer may estimate meter reads if Purchasing Entity fails to submit the required info within the specified time frame.</p> <p><b>11x17 impressions may now be counted as two (2) clicks</b></p>
<b>Response Time</b>	<p><u>Phone support</u> Within two (2) hours of customer request</p> <p><u>On-site support</u> Within 60 miles - 4-6 hours 60 - 120 miles - 1-2 Business Days 120+ miles (or only accessible by plane or boat) - 4-5 Business Days</p>
<b>Service Performance (Uptime/Downtime)</b>	<p>Devices under 91ppm - 96% uptime Devices over 91ppm - 90% uptime</p>
<b>Device Failure &amp; Replacement</b>	<p>All devices purchased or leased under this agreement that have maintained an uninterrupted maintenance agreement shall be subject to the 'Lemon Clause' for 3 years from the date of acceptance. This clause shall be void if non-OEM supplies have been used without Canon authorization.</p> <p><u>Lemon Clause</u> Any device that fails (except due to operator error) to function in accordance with the manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a like-for-like (ie. similar usage, remaining useful life etc.) device that meets or exceeds the requirements of the original device, at no cost to the customer.</p>
<b>Loaner Equipment</b>	<p>With the exception of Group C, digital press production equipment and Group E, large format equipment, any device that's inoperable for two (2) business days due to equipment malfunction, as reasonably determined by the servicing dealer, is eligible for:</p> <ol style="list-style-type: none"> <li>1) A dealer provided loaner device of similar speed and capabilities until the original device is repaired; or</li> <li>2) Dealer provided off-site manned production, capable of accomplishing the work of the inoperable unit.</li> </ol>
<b>Relocation of Equipment</b>	<p>Moves must be performed within 30 calendar days of the request</p> <p>Zone 1 (Within the same building) - No Charge allowed unless special rigging is required Zone 2 (Up to 50 miles) - Flat Fee plus per mile or hourly fee Zone 3 (More than 50 miles) - Flat Fee plus per mile or hourly fee</p> <p>See price list for more details</p>
<b>Service/Usage Reports</b>	<p>Dealers are to maintain a service log for each machine serviced describing maintenance and repair services provided. A no-cost copy of service logs/reports must be provided to the Customer and/or the Contract Administrator within five (5) working days of request. (RFP)</p>

**MARKETING COLLATERAL AND SUPPORT**

**CUSA Developed Website**

<http://naspo.usa.canon.com/california/index.html>

## Canon uniFLOW - Enterprise Print Management Software

uniFLOW Online is a secure cloud-based printing, scanning and accounting solution that will manage your entire environment. uniFLOW Online is the solution that will save costs, increase security and employee productivity and enable central control of all printing, copying, scanning and faxing. **This is ideal for both on premise, remote and hybrid work environments.**

### Security:

- Eliminate unattended or forgotten prints residing on the catch tray with perhaps secure or confidential information for unauthorized eyes (FERPA, Intellectual Property, SOX) (the need for a personal printer is eliminated!)
- Print jobs are encrypted (256-Bit) from the point of file/print to when the paper exits the machine. Each job sent has a unique encryption key. If ever a data packet were to be extracted from your network, the information on prints will be useless.
- Your IT and executive management will have an audit trail of all print and scan activity. If there were ever a reason to investigate personnel and the items they print or scan, you have access

### Environmental:

- Since nothing will print until they are at the Canon, there will be no wasted prints. Prints will auto delete if never retrieved and can also manually be deleted if there are more than one version in the list of jobs to run
- Users will have the ability to change the settings at the Canon before printing, so they will be able to get the job done right, without waste
- Reports are generated showing the percentage of each end-user and their selection of duplex. This could provide incentive to apply that setting more often

### Productivity:

- Eliminate the need to race to the MFP to retrieve your prints (Print and release at your leisure)
- End-users instead will select the time of their choice to retrieve prints more convenient to them such as on the way back from the rest room, or before a meeting
- End-users will be able to reprint jobs thus eliminating the need to travel back to their workstation and launching it again
- The printing culture within your organization will change because there will no longer need to be a race to the MFP to retrieve prints. In addition, if one Canon is busy, the end-user can simply walk to the next and release the job there.

### Cost Savings:

- Eliminate, or greatly reduce waste by effectively eliminating forgotten prints
- Job settings can be changed at the device prior to launching the print job thus eliminating blue container waste
- Reports can be generated and distributed to show the impact user print behavior has on the choices they make. If they insist on printing to the local HP printer more often than the MFP, they will see the greater cost associated with that choice thus perhaps giving them incentive to make behavior changes

uniFLOW Top Features: [https://gosccs-my.sharepoint.com/:b:/p/majoraccounts/EYnp83TzqPVAranwHGz8CcUBIrwZ0YVCfZlaqv\\_wwqbe9A?e=noVjfw](https://gosccs-my.sharepoint.com/:b:/p/majoraccounts/EYnp83TzqPVAranwHGz8CcUBIrwZ0YVCfZlaqv_wwqbe9A?e=noVjfw)

uniFLOW Online Video: <https://gosccs-my.sharepoint.com/:v:/p/majoraccounts/EaORpHOixJLhhAiUIOGwkABXms6ltnUuatl0dc-3Tr7R?e=nGOOPj>

uniFLOW Brochure For Hybrid Work Environments:

<https://gosccs-my.sharepoint.com/:b:/p/majoraccounts/Efl5JgE3-AFGhMWbRw32RLwBwW7XoCSyzLJ6Bbr7Wz5oSw?e=0iUOC1>

Case Study 1: <https://gosccs-my.sharepoint.com/:b:/p/majoraccounts/EX5FjomkmOVctU5wLagQZxobckc5GpZEV6NklFw5pB3f2g?e=bN4OAb>

Case Study 2: [https://gosccs-my.sharepoint.com/:b:/p/majoraccounts/EaT9BrycDnhBkeB\\_uJhhuGoBUQkrzu\\_tn6L8wI8Yi-Rtgg?e=IBfVol](https://gosccs-my.sharepoint.com/:b:/p/majoraccounts/EaT9BrycDnhBkeB_uJhhuGoBUQkrzu_tn6L8wI8Yi-Rtgg?e=IBfVol)

Case Study 4: <https://www.youtube.com/watch?v=Oare78LvcBU>

Case Study (YouTube) 3: <https://gosccs-my.sharepoint.com/:b:/p/majoraccounts/ETt3N5xn3yILjtW7ODV48HQBJ1QyKbOvLGYK7-Gq48TC3Q?e=m0Y0zg>

If San Diego Convention Center would like to gain a better understanding on the print behavior of each individual who uses any print device within your facility, we suggest acquiring one device license of uniFLOW Online. In addition to receiving reports on this, it will also provide a universal output que that simplifies IT's efforts down to just managing 1 single print driver for all printers. The annual cost to do this is less than \$260.

Item Code	Description	Annual uniFLOW Online
3575B806AA	Print & Scan, Type 1, 10-24 devices (12 device licenses x 13 months x \$14.22 per license)	\$ 2,218.32

**Below the cost of a 10-block hours for implementation & can be renewed as needed**

6138B425AA	Professional Services for Uniflow by Dealer <b>(sold in blocks of 10 hours)</b>	\$ 1,500.00
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**Below is the annual cost for Software Assurance Points and can be renewed annually**

MCRDPL_SC	MiCard PLUS SC Proximity Card Reader <b>(on 60-Month NASPO Lease)</b>	unit Cost
		\$ 3.73

Video: [https://gosccs-my.sharepoint.com/:i:/p/majoraccounts/EeA9hUbdmIZKnH6cKRxcIEEBTMG\\_1KQMzOwm98ig4pk7o](https://gosccs-my.sharepoint.com/:i:/p/majoraccounts/EeA9hUbdmIZKnH6cKRxcIEEBTMG_1KQMzOwm98ig4pk7o)

[A?e=PQabpD](#)

### **Additional Benefits for uniFLOW**

With the use of uniFLOW, no single printer is critically important due to the fact users can navigate to the next closest, authenticate and release their jobs.

With the use of uniFLOW, organizations have the only tool that can shape print behavior and influence the desired outcome.

How can organizations shape print behavior?

As discussed above with uniFLOW jobs will auto delete if not printed, and users can review all jobs once they authenticate and manually delete the ones that may be redundant. This will reduce your current number of print jobs. Some estimates are up to 30% reduction.

In addition, custom and standard HTML reports can be generated automatically and be distributed to key stakeholders in your organization. Each stakeholder can review the top 10 print/copy, high use color, non-work-related prints by users or look for any other anomalies. Furthermore, discussions can occur with end-users where this information can be shared. The uniFLOW Enterprise Print Management solution provides the data to have intelligent conversations.

Most employees try to do the right thing but are unaware of how their print behavior affects the bottom line. Once they understand there is now a technology that can report on their activity, it tends to make honest people more honest and deliberate. It is suggested to periodically print up a full report on total cost by individual, by department and the entire organization and share it.

It is also suggested to periodically create a contest between departments, or individuals to see who can reduce the quantity of print/copies as a percentage over previous period. This creates a positive environment where a reward for the best can be used to leverage the desired outcome.

Department	Item Code	Description	NASPO 60-Month Lease
<b>Admin</b> 40ppm A3	<b>3827C002AA</b>	<b>imageRUNNER ADVANCE DX C5840i</b>	\$ 227.23
	4030C002BA	Cassette Feeding Unit-AQ1	
	5548C002AA	Booklet Finisher-A1 with Tri-Fold	
	4003C002AA	Buffer Pass Unit-P1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	3998C001AA	Super G3 FAX Board-AX1	
	1266V426	USB Keyboard (Cherry)	
	0165C001AA	Utility Tray-B1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Finance</b> 60ppm A3	<b>3825C002AA</b>	<b>imageRUNNER ADVANCE DX C5860i</b>	\$ 275.99
	4030C002BA	Cassette Feeding Unit-AQ1	
	5548C002AA	Booklet Finisher-A1 with Tri-Fold	
	4003C002AA	Buffer Pass Unit-P1	
	0607C002AA	Paper Deck Unit-F1	
	0126C001AA	2/3 Hole Puncher Unit-A1	
	1266V426	USB Keyboard (Cherry)	
	0165C001AA	Utility Tray-B1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Senior Front Desk</b> 35ppm A3	<b>4912C002AA</b>	<b>imageRUNNER ADVANCE DX C3835i</b>	\$ 156.44
	4917C002AA	Cassette Feeding Unit-AW1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Planning</b> 50ppm A3	<b>3826C002AA</b>	<b>imageRUNNER ADVANCE DX C5850i</b>	\$ 185.71
	4030C002BA	Cassette Feeding Unit-AQ1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Building</b> 50ppm A3	<b>3826C002AA</b>	<b>imageRUNNER ADVANCE DX C5850i</b>	\$ 185.71
	4030C002BA	Cassette Feeding Unit-AQ1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Gym</b> 40ppm A3	<b>3827C002AA</b>	<b>imageRUNNER ADVANCE DX C5840i</b>	\$ 180.13
	4030C002BA	Cassette Feeding Unit-AQ1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Community Services</b>	<b>3827C002AA</b>	<b>imageRUNNER ADVANCE DX C5840i</b>	\$ 180.73
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Department	Item Code	Description	NASPO 60-Month Lease
40ppm A3	4030C002BA	Cassette Feeding Unit-AQ1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Information Technology</b> 50ppm A4	<b>4836C002AA</b>	<b>imageRUNNER ADVANCE DX C478iFZ</b>	\$ 90.58
	3316C001AA	Cassette Feeding Unit-AS1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Code Enforcement</b> 35ppm A3	<b>4912C002AA</b>	<b>imageRUNNER ADVANCE DX C3835i</b>	\$ 156.44
	4917C002AA	Cassette Feeding Unit-AW1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	

<b>PW Hallway</b> 30ppm A3	<b>4913C002AA</b>	<b>imageRUNNER ADVANCE DX C3830i</b>	\$ 127.93
	4917C002AA	Cassette Feeding Unit-AW1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	

<b>PW Admin</b> 30ppm A3	<b>4913C002AA</b>	<b>imageRUNNER ADVANCE DX C3830i</b>	\$ 127.93
	4917C002AA	Cassette Feeding Unit-AW1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Statler Center</b> 50ppm A4	<b>4836C002AA</b>	<b>imageRUNNER ADVANCE DX C478iFZ</b>	\$ 90.58
	3316C001AA	Cassette Feeding Unit-AS1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Audio Visual</b> 50ppm A4	<b>4836C002AA</b>	<b>imageRUNNER ADVANCE DX C478iFZ</b>	\$ 90.58
	3316C001AA	Cassette Feeding Unit-AS1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Council</b> 35ppm A3	<b>4912C002AA</b>	<b>imageRUNNER ADVANCE DX C3835i</b>	\$ 156.44
	4917C002AA	Cassette Feeding Unit-AW1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	

#### Canon Cost Per Copy Full Service and Supply Agreement

Includes all part and labor, including supplies. Excludes only paper and staples. Billed in arrears based upon

Department	Item Code	Description	NASPO 60- Month Lease
------------	-----------	-------------	--------------------------

actual usage with no minimum.

B/W CPC	0.0049
Color CPC	0.059

\$ 2,232.42

# INVOICE



South Coast Copy Systems  
6625 Nancy Ridge Dr.  
San Diego, CA 92121

Invoice No: **446999**  
Date: 3/8/2023  
Account No: CITYOFPERRIS

Bill To: Canon Financial  
14904 Collections Center Drive  
Chicago, IL 60693

Ship To: City of Perris  
101 North D Street  
Perris, CA 92750

Sales Order No	P. O. Number	Ship Method	Payment Terms				Payment Due		
		UPS	Due 30 Days From Invoice				4/8/2023		
Remarks						Sales Person			
						Stanton Roberts			
Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount
	NASPO ValuePoint - Copiers & Managed print services Canon Participating State Addendum NASPO #7-19-70-46-01  Lead State Master Agreement# 140595 Annual Subscription uniFLOW Online								
3575B806AA	Print & Scan, Type 1, 10-24 devices (14 device licenses x 12 months x \$14.22 Per license)						\$2,388.96		\$2,388.96
6138B425AA	Professional Services for Uniflow by Dealer (sold in blocks of 10 hours)						\$1,500.00		\$1,500.00

A late charge of 1.5% per month with a minimum charge of \$5.00 will be accessed on all past due invoices.

SCCS accepts Visa, MC, Discover and American Express.

Please call 858.203.4000 or email [ar@gosccs.com](mailto:ar@gosccs.com) with any questions.

Yearly Payment	\$3,888.96
Discount	\$0.00
Freight	\$0.00
Sales Tax	NA
Invoice Total	\$3,888.96
<b>Balance Due</b>	<b>\$3,888.96</b>

# INVOICE



South Coast Copy Systems  
6625 Nancy Ridge Dr.  
San Diego, CA 92121

Invoice No: 446998

Date: 3/8/2023

Account No: CITYOFPERRIS

Bill To: Canon Financial  
14904 Collections Center Drive  
Chicago, IL 60693

Ship To: City of Perris  
101 North D Street  
Perris, CA 92750

Sales Order No	P. O. Number	Ship Method	Payment Terms	Payment Due					
		UPS	Due 30 Days From Invoice	4/8/2023					
Remarks				Sales Person					
				Stanton Roberts					
Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount
	NASPO ValuePoint - Copiers & Managed print services Canon Participating State Addendum NASPO #7-19-70-46-01  Lead State Master Agreement# 140595 60 Month FMV Lease at \$2,232.42								
3827C002AA	ImageRUNNER ADVANCE DX C5840i		3.0						
3825C002AA	ImageRUNNER ADVANCE DX C5860i		1.0						
3826C002AA	ImageRUNNER ADVANCE DX C5850i		2.0						
4030C002BA	Cassette Feeding Unit- AQ1		6.0						
5548C002AA	Booklet Finisher- A1 with Tri-Fold		2.0						
4003C002AA	Buffer Pass Unit- P1		2.0						
0126C001AA	2/3 Hole Puncher Unit- A1		2.0						
0607C002AA	Paper Deck Unit- F1		1.0						
4000C002BA	Inner Finisher- L1		9.0						
4002C002AA	Inner 2/3 Hole Puncher- D1		9.0						
3998C001AA	Super G3 FAX Board- AX1		1.0						
1266V426	USB Keyboard (Cherry)		2.0						
0165C001AA	Utility Tray- B1		2.0						
MCRDPL_SC	MiCard PLUS SC		14.0						
4912C002AA	ImageRUNNER ADVANCE DX C3835i		3.0						
4913C002AA	ImageRUNNER ADVANCE DX C3830i		2.0						
4917C002AA	Cassette Feeding Unit- AW1		5.0						
4836C002AA	ImageRUNNER ADVANCE DX C478iFZ		3.0						
3316C001AA	Cassette Feeding Unit- AS1		3.0						

A late charge of 1.5% per month with a minimum charge of \$5.00 will be accessed on all past due invoices.

SCCS accepts Visa, MC, Discover and American Express.

Please call 858.203.4000 or email ar@gosccs.com with any questions.

Monthly Payment	\$2,232.42
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$173.01
Invoice Total	\$2,405.43
Balance Due	\$2,405.43

# ATTACHMENT 3

Advanced Office Copier Proposal

**Advanced Office**  
14370 Myford Rd.  
Irvine CA 92606

Proposal Prepared for:  
Paul Lopez and Dillion Johnson

City of Perris



Request for Quotation  
(14) CANON MFP Systems

March 31 2023

877-547-9500  
Orange County • Los Angeles • Inland Empire • San Diego

## **Advanced Office**

14370 Myford Rd.  
Irvine CA 92606

March 31 2023

City of Perris  
Request for Quote – Canon Solution  
Response

### **Table of Contents**

Page 1	Request for Quote
Page 2	Table of Contents
Page 3	Narrative
Page 4	About Advanced Office
Page 5	Recommended Product Specifications
Page 6	Financial Solution
Page 7	Advanced Office Guarantee
Page 8	Executable Advanced Office Guarantee
Page 9	Non-Profit and Municipality Program
Page 10	Implementation Plan
Page 11 – 14	Ricoh IMC4500 / IMC6000 Brochure



March 31, 2023

Paul Lopez  
Dillon Johnson  
City of Perris  
101 North 'D' Street  
Perris, CA 92570-1998

Dear Paul and Dillon,

Thank you for considering Advanced Office to help you in your upcoming document solution decision. From our discussion, I am submitting the following proposal for your approval.

In October, you were kind enough to visit our headquarters. Our specialists showed the Ricoh, Canon and Kyocera MFP systems. We also stopped in to see the KIP wide format in action. The Canon and Ricoh line stood out to you as robust and user friendly.

At Advanced Office, our Total Satisfaction Commitment is your assurance of receiving the highest quality hardware and software products supported by an old-fashioned work ethic and dedication to deliver customer service the way it was meant to be. See our Service Guarantee included in our response.

Advanced Office takes pride in working with our Non-Profit and Local Municipalities. We've created a special cost savings program which offers the benefit of NO supply freight shipping fees or Doc Fees, No Delivery/Installation/Training fees, No increases over the contract term, and No property tax if tax exempt. See our Non-Profit collateral included in our response.

Advanced Office is over 100 employees strong with our ownership right here in Southern California. We've created a culture that ensures that we do well by treating our clients exceptionally.

We appreciate the opportunity to be of service to the City of Perris and look forward to partnering in your goals and objectives.

Sincerely,

*Elizabeth (Liz) Morris*

Elizabeth Morris  
Account Executive

Prepared By  
Elizabeth Morris  
949 538 7750 direct



## About Us

Since 1977, Advanced Office has been one of Southern California's premiere office equipment solution providers. Our success is based solely on our customer first approach and best in class products and solutions.

Customer service is our number one focus and priority. Anyone can sell a product, but repeat business and long-term business relationships are developed by having consistently satisfied customers. For nearly four decades we've built our reputation through a commitment to providing 100% customer satisfaction.

### Products and Solutions:

Multifunction Color and BW Copiers  
Printers, Fax, Scanners, Wide Format, Digital Duplicators  
Intelligent Scanning Solutions, Capture & Distribution Solutions  
Storage and Management Solutions, Output & Security Solutions

### Service:

Average Technician Tenure of over 15 years  
Average Response Time of under 3 hours  
**Every Technician is Factory Trained and Certified by the Manufacturer**

### Support:

Ownership is involved and accessible by phone, e-mail, or in person visits  
Live local customer service center  
IT Help Desk with remote support capabilities – Real Time GPS service call tracking  
A fully stocked local warehouse for your service parts and supplies needs.  
Serving Orange County, San Diego, Los Angeles, Riverside, and San Bernardino



Prepared By  
Elizabeth Morris  
949 538 7750 direct



## **Product Information / Specifications**

### **Canon imageRunner Advance C5840 and C5860 Copy Print Scan Systems**

#### **Copy**

iRA C5840 40 Pages per Minute B&W and Color  
iRA C5860 60 Pages per Minute B&W and Color  
270-Sheet Single Pass Document Feeder  
First Copy Out: 6 Seconds BW/Color  
10.1" Super VGA Smart Operation Panel

#### **Network Print and Scan**

5.0 MB RAM/256 GB Solid State Drive Standard  
File Formats Supported: TIFF, PDF, High Compression PDF & PDF/A Single Page JPEG  
Scan to: E-Mail, Folder, USB & FTP  
Printing from Macintosh standard with built in PostScript Emulator  
Standard Instant-on Proximity Sensor  
Standard Uni-flow Express

#### **Paper Handling**

Four 550-Sheet Paper Trays, Holds Up to 8.5"x11" (Tray 1) and 12"x18"  
100-Sheet Bypass Tray, Holds Up to 12"x18"

#### **Finishing** Holds up to 12" x 18"

500-sheet Internal finisher, up to 12"x18", staple 50 sheets  
1,000 sheet finisher, up to 12"x18", staple capacity 50 sheets  
Staple – Free Stapling (up to 10 pages)

#### **Security**

DataOverwriteSecurity System (DOSS)  
HDD Encryption, Locked Print, Digitally Scanned PDF  
User Codes, Network Authentication

#### **Additional Benefits**

Built-In web browser  
Motion Sensor to awaken MFP as the user approaches  
Automate Meter Reads  
Smart Device Monitor  
Web Administration

#### **Smart Support Features**

RemoteConnect  
Remote Panel Operation  
Web HELP  
Automatic Remote Firmware Update

Prepared By  
Elizabeth Morris  
949 538 7750 direct



## Recommended Technology Implementations

Qty	Model	Description
13	Canon iRA5840	40ppm A3 Color MFP
13	Type L-1	50 Sheet Internal Finisher
13	Type AQ-1	1,100 Sheet Paper Feed Unit
13	Type D-1	2/3 Hole Punch Unit
1	Canon iRA5860	60ppm A3 Color MFP
1	Type AB-2	50 Sheet Stapling External Finisher
1	Type AQ-1	1,100 Sheet Paper Feed Unit
1	Type A-1	2/3 Hole Punch Unit

### **Financial Proposal: (13) Systems with Inner Stapling Finisher (1) IMC6000-external finisher**

60 Month Fair Market Value Lease at **\$2,840.00** per month + applicable tax

**Includes:**

All technology listed above

All Delivery, Set-Up, and Training for life

- ❖ To replace any Internal Finisher with an External finisher add \$34.00 per unit

**Full Service and Supply Agreement:**

0 BW pages per month with overages at **\$0.0059** per page

0 Color pages per month with overages at **\$0.049** per page

-0- Charge for Scans for the Duration of the Contract

**Notes:**

The above pricing is subject to all applicable taxes and includes delivery, installation, and training.

The monthly payment is based upon zero payment down. An automated meter reading and status application will be provided or enabled for remote diagnostics, firmware upgrades, meter count retrievals and other functions. The Advanced Office Service and Supply Program includes unlimited service calls, all parts, labor, and supplies including toner, developer and drum, (except staples and paper). There are No monthly supply freight or IT Help Desk support fees. See our Non-Profit collateral. Program begins day of delivery.

**Proposal valid for 30 days**

Prepared By  
Elizabeth Morris  
949 538 7750 direct



## **The Advanced Office Performance Guarantee**

We are confident in our ability to deliver the highest level of service.  
Here is our guarantee to you!

### **30 Minute Telephone Contact**

An Advanced Office technician will call you within 30 minutes of placing your service call to confirm estimated time of arrival.

### **3 Hour Average Response Time Guarantee**

Advanced Office guarantees an average 3-hour response time from the time the call is placed until a technician arrives at your office during regular business hours. This is measured over the course of a calendar year. Up to 3 months base or \$500 reimbursement if missed\*.

### **98% Uptime Guarantee**

Advanced Office guarantees 98% uptime, to ensure your product is operable more than 98% of the time during regular business hours of Advanced Office, over the course of a calendar year. Up to 3 months base or \$500 reimbursement if missed\*.

### **5 Year Replacement Guarantee**

If your product cannot be repaired to manufacturer's specifications, Advanced Office will replace it with a like for like product. The product must be continuously covered by an Advanced Office all-inclusive maintenance contract.

See our Service Guarantee (executable)



Prepared By  
Elizabeth Morris  
949 538 7750 direct



## Our industry changing guarantee

### When it Comes to our Service, We Guarantee...

#### Telephone Response Time of 30 Minutes

- ⚙ An Advanced Office technician will call you within 30 minutes of placing your service call to confirm estimated time of arrival.

#### Onsite Technician Response Time average of 3 Hours

- ⚙ Advanced Office averages a response time of less than 3-hours from when a service call is placed until a technician arrives at your office\*. Advanced will provide a reimbursement of up to 3 months of your monthly agreement minimum, with a maximum of \$500, if an average response time of 3 hours is missed over the course of one year.

#### Machine Uptime of 98%

- ⚙ Advanced Office guarantees 98% equipment uptime. If your copier is inoperative for more than 2% of regular business hours over the course of one year, Advanced will provide a \$500 reimbursement.
- ⚙ The Net Call Incentive and Measurement System for Advanced Office technicians minimizes recalls and incomplete service calls to ensure 98% uptime.

#### 5 Year Replacement Guarantee

- ⚙ If your product cannot be repaired to manufacturer's specifications, Advanced Office will replace it with a like for like product. The product must have been acquired from Advanced Office and continuously covered by an Advanced Office all-inclusive maintenance contract.

### You can also expect...

#### Free Delivery, Installation and Network Training

- ◆ Learn how to best utilize your copier with free unlimited product and network training as long as your copier is under an Advanced Office full-service agreement.

#### Automated Meter Collection and Online Supply Ordering

- ◆ Take advantage of Advanced Office's device information software and set up automated meter collection and supply ordering. Advanced also provides a customer online portal to manually input meters or requests supplies as well, if preferred.

Name:

Name:

Title:

Title:

Customer Acceptance

Advanced Office Acceptance

time hunger  
kind volunteer poverty religion  
needs benefits charity education  
fundraising donations fortunate policies  
research beneficiary

# Non-Profit Promotion



We, at Advanced Office, want to give back to the Organizations that do so much for our communities

## Non-Profit Groups can enjoy:

Pre-Negotiated Heavily Discounted Pricing specifically for Non-Profit Organizations.

Local Market Development Funds available to help pay off your current lease agreement.

Save up to 50% on equipment costs using our Certified Pre-Owned equipment with less than 90% usage and quality performance guaranteed.

and...

# NO

- Supply Freight Shipping Fees
- Documentation Fees
- Charge for Equipment Delivery
- Charge for Installation
- Charge for Training
- Increases for the Term of the Agreement
- Property Tax charged if Tax Exempt

This is our way of saying “thank you”.



## Implementation Schedule

- \_\_\_\_\_ Authorize Paperwork / Receive Purchase Order
- \_\_\_\_\_ Meet with I.T. Department to Discuss Implementation
- \_\_\_\_\_ Visit Installation Sites
- \_\_\_\_\_ Schedule Delivery and Setup of New Equipment
- \_\_\_\_\_ Schedule Network Connection and Training
- \_\_\_\_\_ Finalize Implementation with Delivery & Acceptance
- \_\_\_\_\_ Follow up in 30 Day Increments to Ensure Your Satisfaction

---

Authorization

Date

Advanced Office

Date

Prepared By  
Elizabeth Morris  
949 538 7750 direct



ImageRUNNER  
ADVANCE DX  
C5870i/C5860i  
C5850i/C5840i

## imageRUNNER ADVANCE DX C5800 Series

Print up to 70 ppm (BW/color)

Scan up to 270 ipm (300 dpi) (BW/color, duplex)

Print up to 12" × 18"

6,350-sheet maximum paper capacity

Canon's comprehensive portfolio of imageRUNNER ADVANCE DX multifunction printers and integrated solutions can help **simplify** the end user experience and management of technology, better **control** sensitive information and print-related costs, and help ensure that technology investments proactively **evolve** with changing needs.

Color  
Mid-volume  
Multifunction



### WORKFLOW EFFICIENCY

- 10.1" intuitive touchscreen with smartphone-like usability.
- A unique, customized experience tailored to individual preferences using My ADVANCE.
- Supports mobile solutions and integration with many popular cloud services like Google Drive!
- Scan and convert documents to searchable digital files in a variety of file formats.
- Integration with Canon and various third-party software with embedded application platform.
- Hot Folders allow users to drag and drop a file into a hot folder and automatically print with pre-defined settings such as number of copies and finishing requirements.



### SECURITY

- Advanced standard security feature set to help safeguard sensitive information and assist in regulatory compliance.
- Integrates with existing, third-party SIEM\*<sup>2</sup> systems to help provide real-time, comprehensive insights into potential threats to the network and printers.
- Technology to verify that the device boot process, firmware, and applications initialize without alteration at startup. McAfee Embedded Control<sup>3</sup> utilizes a whitelist to protect against malware and tampering of firmware and applications.
- Security policy settings can be controlled with a dedicated password, configured from a central location, and exported to other supported devices.
- Control access to the device and specific features, using a host of flexible authentication methods—PIN code, user name/password, or card access.<sup>4</sup>



### QUALITY AND RELIABILITY

- Canon's signature reliability and engine technologies help keep productivity high and minimize the impact on support resources.
- Outstanding imaging technologies and toner allow for consistently striking images, thanks to Canon's V<sup>2</sup> color profile.
- Designed to achieve maximum uptime with status notifications that help keep supplies replenished and intuitive maintenance videos for consumables replacement.
- imageRUNNER ADVANCE models have received many awards and recognition from leading industry analysts, often referencing strong reliability.

\* Security Information and Event Management



## DEVICE AND FLEET MANAGEMENT

- Designed for quick, easy deployment.
- Remote diagnostics and parts life management for proactive maintenance and rapid fixes.
- Easy and intuitive to monitor device status and consumable levels, turn off devices remotely, observe meter readings, manage settings, and implement security policies.
- Common firmware and regular updates with Unified Firmware Platform (UFP) for continuous improvements and consistency across a fleet.



## COST MANAGEMENT

- Track and assess print, copy, scan, and fax usage and allocate costs to departments or projects.
- Apply print policies and restrict usage by user to help reduce unnecessary printing and contribute to cost efficiency.
- Standard cloud-based solution provides a centralized dashboard with up-to-the-minute insights into printer activity.
- Upgrade to uniFLOW server or cloud-based solutions for full accounting and reporting for compatible Canon and third-party devices, pull printing, job routing, and powerful scan workflows.

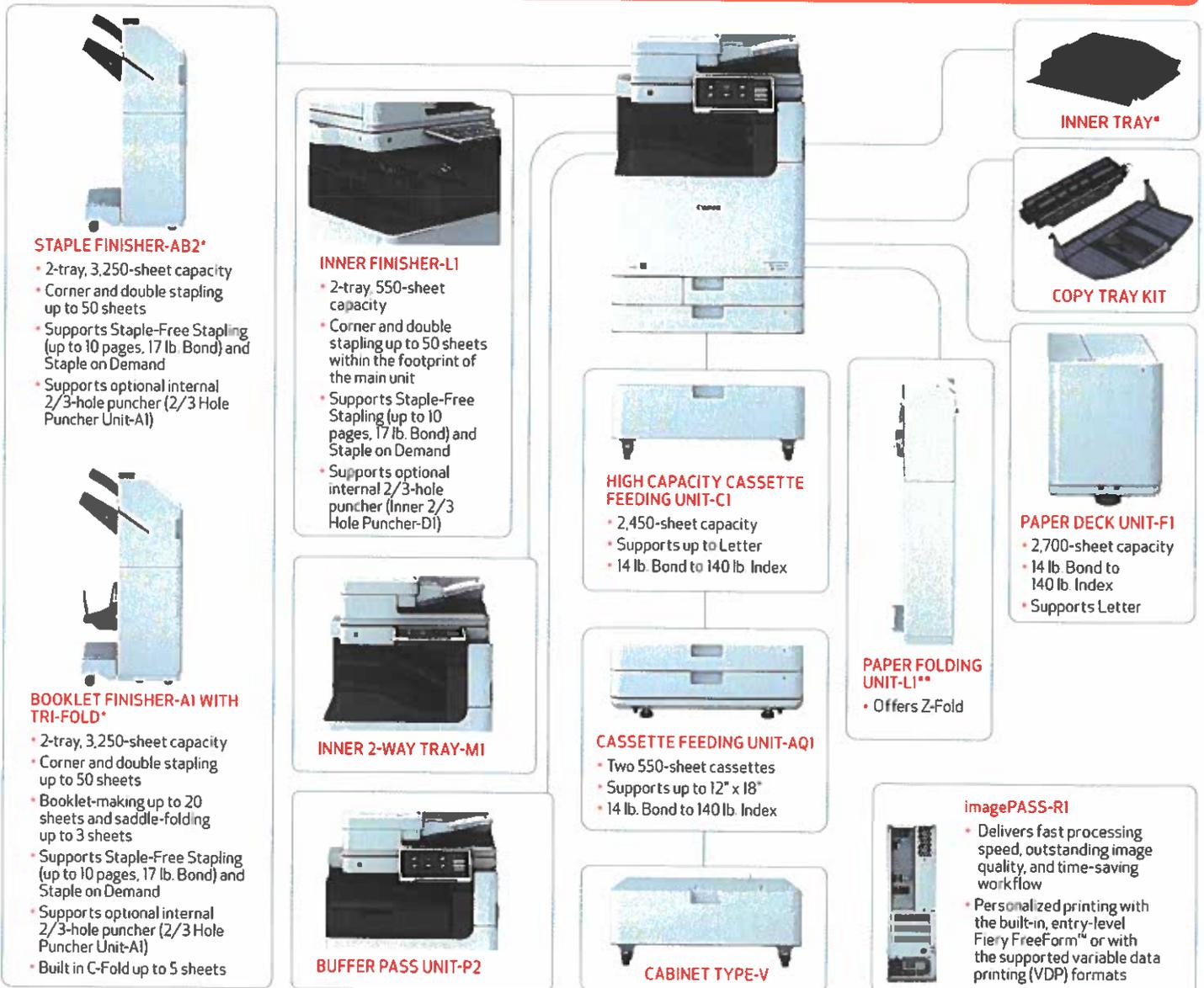


## SUSTAINABILITY

- A combination of fusing technologies and low-melting-point toner minimizes power requirements and helps achieve low energy consumption.
- Encourage environmentally conscious work practices by enabling multiple settings that can help save paper and energy.
- ENERGY STAR® certified and rated EPEAT® Gold<sup>5</sup>

## CONFIGURATION OPTIONS

## imageRUNNER ADVANCE DX C5800 Series



\* Requires Buffer Pass Unit-P2.

\*\* Required when Staple Finisher-AB2/Booklet Finisher-A1 with Tri-Fold or Inner Finisher-L1 is not installed

\*\*\* Requires Buffer Pass Unit-P2 and either Booklet Finisher-A1 with Tri-Fold or Staple Finisher-AB2

## SPECIFICATIONS

## imageRUNNER ADVANCE DX C5800 Series

### Main Unit

<b>Type</b>	Color Laser Multifunctional
<b>Core Functions</b>	Standard: Print, Copy, Scan, Send, Store Optional: Fax
<b>Control Panel</b>	10.1" TFT LCD WSVGA Color Flat-panel
<b>Memory</b>	5.0 GB RAM
<b>Solid State Drive</b>	Standard: 256 GB Optional: 1 TB
<b>Interface Connection</b>	Network: 1000Base-T/100Base-TX/10Base-T, Wireless LAN (IEEE 802.11 b/g/n), Bluetooth Low Energy Optional: Others Standard: USB 2.0 (Host) x1, USB 3.0 (Host) x1, USB 2.0 (Device) x1 Optional: Copy Control Interface
<b>Paper Output Capacity (LTR, 20 lb. Bond)</b>	Standard: 250 Sheets Maximum: 3,450 Sheets (with Staple Finisher-AB2 or Booklet Finisher-AB1 with Tri-Fold and 3rd Copy Tray Kit-A1)
<b>Paper Sources (LTR, 20 lb. Bond)</b>	Standard: Dual 550-sheet Paper Cassettes, 100-sheet Stack Bypass Optional: Dual 550-Sheet Paper Cassettes (Cassette Feeding Unit-AM1), 2,450-Sheet High Capacity Paper Cassette (High Capacity Cassette Feeding Unit-C1), 2,700-Sheet Paper Deck (Paper Deck Unit-F1)
<b>Paper Capacity (LTR, 20 lb. Bond)</b>	Standard: 1,200 Sheets Maximum: 6,350 Sheets
<b>Finishing Capabilities</b>	Standard: Collate, Group With Options: Collate, Group, Offset, Staple, Saddle-Stitch, Hole Punch, Staple Free Stapling, Staple On Demand <sup>2</sup>
<b>Supported Media Types</b>	Multi-Purpose Tray: Thin, Plain, Recycled, Color, Heavy, Coated, Tracing, Bond, Transparency, Label, Pre-punched, Letterhead, Tab, Envelope Paper Cassettes: Thin, Plain, Recycled, Color, Heavy, Bond, Transparency, Pre-punched, Letterhead, Envelope <sup>7</sup>
<b>Supported Media Sizes</b>	Upper Cassette: Letter, Executive, Statement-R, Envelope [No.10 (COM10), Monarch, DL, ISO-C5], Custom Size (3-7/8" x 5-7/8" to 12" x 18" x 8-1/2") Lower Cassette: 12" x 18", 11" x 17", Legal, Letter, Letter-R, Executive, Statement-R, Envelope [No.10 (COM10), Monarch, DL, ISO-C5], Custom Size (3-7/8" x 5-7/8" to 12" x 18") Multi-Purpose Tray: 12" x 18", 11" x 17", Legal, Letter, Letter-R, Executive, Statement, Statement-R, Envelope [No.10 (COM10), Monarch, DL, ISO-C5], Envelope Custom Size (3-7/8" x 3-1/2" to 12-5/8" x 18"), Custom Size/Free Size (3-7/8" x 5-1/2" to 12-5/8" x 18")
<b>Supported Media Weights</b>	Cassettes: 14 lb. Bond to 140 lb. Index (52 to 256 g/m <sup>2</sup> ) Stack Bypass: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m <sup>2</sup> ) Duplexing: 14 lb. Bond to 140 lb. Index (52 to 256 g/m <sup>2</sup> )
<b>Print/Copy Speed (BW and Color)</b>	C5870i: Up to 70 ppm (Letter); Up to 42 ppm (Letter-R); Up to 40 ppm (Legal); Up to 35 ppm (11" x 17") C5860i: Up to 60 ppm (Letter); Up to 36 ppm (Letter-R); Up to 34 ppm (Legal); Up to 32 ppm (11" x 17") C5850i: Up to 50 ppm (Letter); Up to 30 ppm (Letter-R); Up to 29 ppm (Legal); Up to 27 ppm (11" x 17") C5840i: Up to 40 ppm (Letter); Up to 24 ppm (Letter-R); Up to 23 ppm (Legal); Up to 21 ppm (11" x 17")

### Warm-up Time

From Power On: Approx. 6 Seconds<sup>8</sup>

From Sleep Mode<sup>9</sup>

C5870i	Approx. 7 Seconds
C5860i/ C5850i/ C5840i	Approx. 6 Seconds

Quick Startup Mode: Approx. 4 Seconds<sup>10</sup>

### Dimensions (W x D x H)

24-3/8" x 28-1/2" x 36-7/8" (620 x 722 x 937 mm)<sup>11</sup>

### Installation Space (W x D)

Basic: 44-7/8" x 45-3/4" (1,138 x 1,162 mm) (Right Cover Open with Multi-purpose tray extended + Cassette Drawers Open)  
Fully Configured: 73-1/2" x 45-3/4" (1,866 x 1,162 mm) (Staple Finisher-AB1 or Booklet Finisher-AB1 with the extension tray extended + Paper Deck Unit-F1 + Cassette Drawers open)

### Weight<sup>12</sup>

C5870i	Approx. 238.1 lb (108 kg)
C5860i/ C5850i/ C5840i	Approx. 231.5 lb (105 kg)
C5840i	Approx. 229.3 lb (104 kg)

### Print Specifications

#### Print Resolution (dpi)

1200 x 1200

#### Standard Page Description Languages

UFR II, PCL6, Adobe PS 3

#### Supported File Types

PDF, TIFF, JPEG, EPS, XPS

#### Printing from Mobile Devices and Cloud-based Services

A range of standard and optional software and MEAP-based solutions (including AirPrint, Mopria, Universal Print by Microsoft<sup>®</sup>, Canon PRINT Business, and uniFLOW Online) are available to provide printing from mobile devices or internet-connected devices and cloud-based services depending on your requirements. Please contact your sales representative for further information.

#### Fonts

PCL: 93 Roman, 10 Bitmap fonts, 2 OCR fonts, Andalé Mono WT J/K/S/T (Japanese, Korean, Simplified and Traditional Chinese),<sup>14</sup> Barcode Fonts<sup>15</sup>  
PS: 136 Roman

#### Operating System<sup>16</sup>

UFR II/PS: Windows<sup>®</sup> 7/8.1/10/Server2008/Server2008 R2/Server2012/Server2012 R2/Server2016/Server2019, Mac OS X (10.11 or later)  
PCL: Windows<sup>®</sup> 7/8.1/10/Server2008/Server2008 R2/Server2012/Server2012 R2/Server2016/Server2019  
PPD: Windows<sup>®</sup> 7/8.1/10, Mac OS X (10.10 or later)

### Copy Specifications

#### First-Copy-Out Time

C5870i	As fast as 2.7 seconds (BW)/3.7 seconds (Color)
C5860i	As fast as 2.9 seconds (BW)/4.2 seconds (Color)
C5850i	As fast as 3.3 seconds (BW)/4.9 seconds (Color)
C5840i	As fast as 4.1 seconds (BW)/6.1 seconds (Color)

#### Copy Resolution (dpi)

600 x 600

#### Multiple Copies

Up to 999

#### Magnification

25%-400% (1% Increments)

#### Preset Reductions/Enlargements

25%, 50%, 64%, 73%, 78%, 100% (1:1), 121%, 129%, 200%, 400%

### Scan Specifications

#### Type

Single-Pass Duplexing Automatic Document Feeder

#### Document Feeder Paper Capacity

Up to 200 Sheets (20 lb. Bond)

#### Document Feeder Supported Media Sizes

11" x 17", Legal, Letter, Letter-R, Statement, Statement-R, Custom Size 2-3/4" x 5-1/2" to 12" x 17"

#### Document Feeder Supported Media Weights

Single-Sided Scanning: 13.3 lb. Bond to 80 lb. Cover (50 to 220 gsm) (BW, CL)  
Double-Sided Scanning: 13.3 lb. Bond to 80 lb. Cover (50 to 220 gsm) (BW, CL)

#### Platen Acceptable Originals

Sheet, Book, 3-Dimensional Objects

#### Pull Scan

Color Network ScanGear2 for both Twain and WIA Supported: Windows<sup>®</sup> 7/8.1/10/Server 2008/OS, Server 2008 R2/Server 2012/Server 2012 R2/Server 2016

#### Scan Resolution (dpi)

Scan for Copy: 600 x 600  
Scan for Send: (Push) 600 x 600 (SMB/FTP/WebDAV/IFAX); (Pull) 600 x 600  
Scan for Fax: 600 x 600

#### Scan to Mobile Devices and Cloud-based Services

A range of solutions is available to provide scanning to compatible mobile devices and certain cloud-based services depending on your requirements.

#### Scan Speed (LTR) (BW/CL)

Single-sided Scanning: 135/135 (300 dpi), 80/80 (600 dpi)  
Double-sided Scanning: 270/270 (300 dpi), 160/90 (600 dpi)

### Send Specifications

#### Destination

Standard: E-mail/Internet FAX (SMTP), SMB3.0, FTP, WebDAV, Mail Box  
Optional: Super G3 FAX, IP Fax

#### Address Book

LDAP (2,000)/Local (1,600)/Speed Dial (200)

#### Send Resolution (dpi)

Push: Up to 600 x 600  
Pull: Up to 600 x 600

#### Communication Protocol

File: FTP (TCP/IP), SMB3.0 (TCP/IP), WebDAV  
Email: SMTP, POP3

#### File Format

Standard: TIFF, JPEG, PDF (Encrypted, Compact, Searchable, Apply Policy, Optimize for Web, User Signature, PDF A/1-b, Limited Color, Device Signature, User Signature), XPS (Compact, Searchable, Device Signature, User Signature), Office Open XML (PowerPoint, Word)

### Fax Specifications (Optional)

#### Modem Speed

Super G3: 33.6 Kbps  
G3: 14.4 Kbps

#### Compression Method

MH, MR, MMR, JBIG

#### Resolution (dpi)

400 x 400, 200 x 400, 200 x 200, 200 x 100

#### Sending/Recording Size

Statement-R to 11" x 17"

#### Fax Memory

Up to 30,000 Pages (2,000 jobs)

#### Speed Dials

Max. 200

#### Group Dials/Destinations

Max. 199 Dials

#### Sequential Broadcast

Max. 256 Addresses

#### Memory Backup

Yes

## SPECIFICATIONS (Con't.)

## imageRUNNER ADVANCE DX C5800 Series

### Store Specifications

#### Mail Box (Number Supported)

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, Maximum 10,000 Pages (2,000 jobs) Stored

#### Advanced Box

Communication Protocol: SMB or WebDAV Supported

Client PC: Windows (Windows 8.1/10)

Concurrent Connections (Max)

SMB: 64

WebDAV: 3

#### Advanced Box Available Disc Space

Approx. 16 GB (Standard HDD)

Approx. 480 GB (With Optional 1 TB HDD)

### Security Specifications

#### Authentication and Access Control

User Authentication (Picture Login, Picture and PIN Login, Card Login, Username and Password Login, Function Level Login, Mobile Login), Department ID Authentication (Department ID and PIN Login, Function Level Login), uniFLOW Online Express<sup>®</sup> (PIN Login, Picture Login, Picture and PIN Login, Card Login, Card and PIN Login, Username and Password Login, Department ID and PIN Login, Function Level Login), Access Management System (Access Control)

#### Document Security

Print Security (Secure Print, Encrypted Secure Print, Forced Hold Printing, uniFLOW Secure Print<sup>®</sup>), Receive Data Security (Confidential Fax In-box Forwarding Received Documents Automatically), Scan Security (Encrypted PDF, Device Signature PDF/XPS, User Signature PDF/XPS, Adobe LiveCycle<sup>®</sup> Rights Management ES2.5 Integration), BOX Security (Mail Box Password Protected, Advanced Box Access Control), Send Data Security (Setting for requesting password input per transmission, Restricted E-mail/File send functions, Confirming FAX number, Allow/Restrict Fax Driver Transmissions, Allow/Restrict Sending from History, S/MIME Support), Document Tracking (Secure Watermark)

#### Network Security

TLS 1.3, IPsec, IEEE802.1X authentication, SNMP V3.0, Firewall Functionality (IP/MAC Address Filtering), Dual Network Support (Wired LAN/Wireless LAN, Wired LAN/Wired LAN), Disabling Unused Functions (Enabling/Disabling Protocols/Applications, Enabling/Disabling Remote UI, Enabling/Disabling USB Interface), G3 FAX separation from LAN, USB Port separation from LAN, Prohibit the execution of files stored in Advanced Box in the MFP. Scan and Send-Virus Concerns for E-mail Reception

#### Device Security

Protecting SSD Data (SSD Data Encryption (FIPS 140-2 Validated), SSD Lock), Standard SSD Initialize, Trusted Platform Module (TPM), Job Log Conceal Function, Protecting MFD Software Integrity, Checking MFD Software Integrity (Verify System at Startup, Runtime Intrusion Detection)

#### Device Management and Auditing

Administrator Password, Digital Certificate and Key Management, Audit Log, Cooperating with External Security Audit System (Security Information and Event Management), Image Data Logging, Security Policy Setting

### Environmental Specifications

#### Operating Environment

Temperature: 50 to 86°F

Humidity: 20 to 80% RH (Relative Humidity)

#### Power Requirements

C5870i/

C5860i/ 110-127 V, 60 Hz, 12 A

C5850i/

C5840i/ 110-127 V, 60 Hz, 10 A

#### Power Consumption

Maximum: Approx. 1,800 W

Standby: Approx. 56.1 W<sup>1)</sup>

Sleep Mode: Approx. 0.8 W<sup>2)</sup>

Typical Electricity Consumption (TEC) Rating<sup>3)</sup>

C5870i: 0.86 kWh

C5860i: 0.71 kWh

C5850i: 0.57 kWh

C5840i: 0.47 kWh

#### Standards

ENERGY STAR<sup>®</sup> Certified

Rated EPEAT<sup>®</sup> Gold

### Consumables

#### Toner<sup>4)</sup>

GPR-61 Toner BK/C/M/Y

GPR-61L Toner C/M/Y

#### Toner Yield (Estimated @ 5% Coverage)

GPR-61 Toner

BK: 71,000 Pages

GPR-61 Toner

C/M/Y: 60,000 Pages

GPR-61L Toner

C/M/Y: 26,000 Pages

<sup>1)</sup> Subscription to a third-party cloud service required. Subject to third-party cloud service provider's Terms and Conditions.

<sup>2)</sup> Third-party SIEM system required. Subject to third-party SIEM system's Terms and Conditions. Canon cannot ensure compatibility with all third-party SIEM systems.

<sup>3)</sup> This feature is off by default and must be turned on by the user. Warm-up times are affected once turned on.

<sup>4)</sup> Requires additional option.

<sup>5)</sup> For current EPEAT rating (Gold/Silver/Bronze), please visit [www.epeat.net](http://www.epeat.net).

<sup>6)</sup> Finishing capabilities vary depending on the options connected.

<sup>7)</sup> Envelope Feeder Attachment (standard) is required.

<sup>8)</sup> Time from device power-on, until copy ready (not print reservation).

<sup>9)</sup> Time from exiting Sleep mode to when printing is operational.

<sup>10)</sup> Time from device power-on to when the copy icon appears and is enabled to operate on the touch panel display.

<sup>11)</sup> Includes main unit and either Cassette Feeding Unit-AQ1, High Capacity Cassette Feeding Unit-C1, or Cabinet Type-V.

<sup>12)</sup> Includes main unit consumables, and Cassette Feeding Unit-AQ1.

<sup>13)</sup> EPS can be printed directly only from the Remote User Interface.

<sup>14)</sup> Requires the optional PCL International Font Set-A1.

<sup>15)</sup> Requires the optional Barcode Printer Kit-D1.

<sup>16)</sup> Other operating systems and environments, including AS/400, UNIX, Linux, and Citrix may be supported. Some of these solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.

<sup>17)</sup> No charge for this solution, however, activation is required.

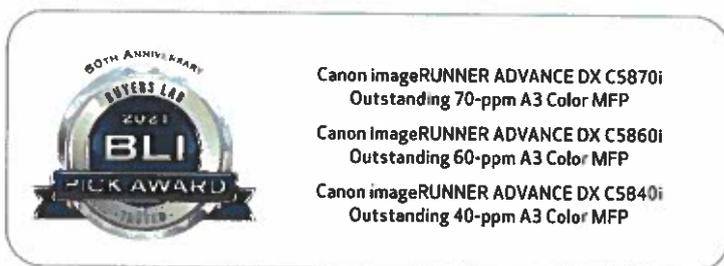
<sup>18)</sup> Requires uniFLOW Online/uniFLOW.

<sup>19)</sup> Reference Value (measured one unit).

<sup>20)</sup> 0.8 W Sleep mode not available in all circumstances due to certain settings.

<sup>21)</sup> Based on ENERGY STAR Product Specification for Imaging Equipment Version 3.0.

<sup>22)</sup> GPR-61L Toner also available for Color (C, M, Y). Yield (estimated @ 5% coverage) is 26,000 images.



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GENUINE  
TONER, CARTRIDGE  
& PARTS



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[usa.canon.com](http://usa.canon.com)



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# ATTACHMENT 4

Image Source Copier Proposal

Current Copier Situation:

Location name	Equip address	XFS Lease #	Lease Amount	Maint Base	Make	Model	Serial number	B/W Vol	B/W Mtr	CLR Vol	CLR Mtr	Excess Meter
City of Perris - Senior Center	100 N D St.	Owned	\$ -	\$ -	Xerox	XERC8055/H2	8TBS56888	1,124	\$ 0.0049	1,346	\$ 0.0490	\$ 71.46
City of Perris	100 N D Street	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XERC8045/H2	8TBS67463	141	\$ 0.0049	194	\$ 0.0490	\$ 10.20
City of Perris	101 N D St	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XER6515/DNI	SAV814003	163	\$ 0.0295	347	\$ 0.1698	\$ 63.73
City of Perris - GYM	101 N D St	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XER6515/DNI	SAV822800	469	\$ 0.0295	463	\$ 0.1698	\$ 92.45
City of Perris - GYM	101 N D St	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XER6515/DNI	SAV822892	131	\$ 0.0295	679	\$ 0.1698	\$ 119.16
City of Perris	101 N D St	Owned	\$ -	\$ -	Xerox	XER6515/DNI	SAV823206	34	\$ 0.0295	318	\$ 0.1698	\$ 55.00
City of Perris - GYM	101 N D St	Owned	\$ -	\$ -	Xerox	XERC8055/H2	8TBS56784	1,252	\$ 0.0049	3,786	\$ 0.0490	\$ 191.65
City of Perris	101 N D St	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XERC8045/H2	8TBS80630	2,759	\$ 0.0049	7,752	\$ 0.0490	\$ 393.37
City of Perris	101 N D St	Owned	\$ -	\$ -	Xerox	6027	P7A324045	321	\$ 0.0295	262	\$ 0.1698	\$ 53.96
City of Perris - Finance	101 N D St.	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XER6515/DNI	SAV822889	51	\$ 0.0295	361	\$ 0.1698	\$ 62.80
City of Perris - Finance	101 N D St.	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XERC8055/HXF2	8TBS70586	5,998	\$ 0.0049	5,551	\$ 0.0490	\$ 301.39
City of Perris - Statter Center	101 N D St.	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XERC605/XTF	9RB764603	220	\$ 0.0049	878	\$ 0.0490	\$ 44.10
City of Perris - Public Works	1015 S G St.	XFS Lease # 020-0093941-001	\$ -	\$ -	KIP	KIPSY860K	13563224	99	\$ 0.0170	611	\$ 0.029	
City of Perris - Public Works	1015 S G St	XFS Lease # 020-0093941-002	\$ -	\$ -	Xerox	XERC7030/TS2	3UA290965	823	\$ 0.0087	565	\$ 0.0649	\$ 43.83
City of Perris - Public Works	1015 S G St	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XER6515/DNI	SAV814132	227	\$ 0.0295	205	\$ 0.1698	\$ 41.51
City of Perris - Public Works	1015 S G St	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XER6515/DNI	SAV814133	1,125	\$ 0.0295	658	\$ 0.1698	\$ 144.92
City of Perris - Public Works	1015 S G St	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XER6515/DNI	SAV822452	121	\$ 0.0295	218	\$ 0.1698	\$ 40.59
City of Perris - Public Works	1015 S G St	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XERC8045/H2	8TBS70465	1,228	\$ 0.0049	2,612	\$ 0.0490	\$ 134.01
City of Perris - Animal Control Cent	1093 Harley Knox Blvd.	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XERC8055/HXF2	8TBS65892	31	\$ 0.0049	1,283	\$ 0.0490	\$ 63.02
City of Perris - Development Service	135 N. D St.	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XER6515/DNI	SAV813582	14	\$ 0.0295	65	\$ 0.1698	\$ 11.45
City of Perris - Development Service	135 N. D St	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XERC8045/H2	8TBS70608	2,120	\$ 0.0049	6,576	\$ 0.0490	\$ 332.61
City of Perris - Development Service	135 N. D St	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XERC8055/HXF2	8TBS70744	1,635	\$ 0.0049	7,034	\$ 0.0490	\$ 352.68
City of Perris - Community Services	227 N D St., Suite A	XFS Lease # 020-0093941-004	\$ -	\$ -	Xerox	XERC405/DN	4HX552276	28	\$ 0.0199	53	\$ 0.0199	\$ 4.39
City of Perris - Community Services	227 N D St., Suite A	XFS Lease # 020-0093941-005	\$ -	\$ -	Xerox	XERC405/DN	4HX552387	31	\$ 0.0199	120	\$ 0.0199	\$ 6.08
City of Perris - Community Services	227 N D St., Suite A	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XER6515/DNI	SAV813584	259	\$ 0.0295	662	\$ 0.1698	\$ 120.05
City of Perris - Community Services	227 N D St., Suite A	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XER6515/DNI	SAV814008	125	\$ 0.0295	352	\$ 0.1698	\$ 63.46
City of Perris - Community Services	227 N D St., Suite A	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XER6515/DNI	SAV821582	33	\$ 0.0295	74	\$ 0.1698	\$ 13.54
City of Perris - Code Enforcement	227 N D St., Suite A	Owned	\$ -	\$ -	Xerox	XERC8055/HXF2	8TBS55768	711	\$ 0.0049	2,922	\$ 0.0490	\$ 146.66
City of Perris - Community Services	227 N D St., Suite A	XFS Lease # 020-0093941-001	\$ -	\$ -	Xerox	XERC8045/H2	8TBS67444	1,161	\$ 0.0049	3,403	\$ 0.0490	\$ 172.44
City of Perris - Public Works	24 S D St., Suite 102	XFS Lease # 020-0093941-003	\$ -	\$ -	Xerox	XERC7020/D52	7TX136269	23	\$ 0.0077	58	\$ 0.0649	\$ 3.94
XFS Lease # 020-0093941-001: 60 Mo FMV Lease, expires 4/30/23			\$ 5,756.29	\$ -								\$ 5,756.29
XFS Lease # 020-0093941-002: 54 Mo FMV Lease, expires 4/12/23			\$ 313.56	\$ -								\$ 313.56
XFS Lease # 020-0093941-003: 36 Mo FMV, expired 3/7/23 (in extension)			\$ 126.47	\$ 35.00								\$ 161.47
XFS Lease # 020-0093941-004: 12 Mo FMV Lease, expired 5/2/2020 (in extension)			\$ 112.93	\$ 20.00								\$ 132.93
XFS Lease # 020-0093941-005 (last lease pymt made Aug 2020 / owned)			\$ -	\$ 20.00								\$ 20.00
Current Monthly Total			\$ 6,309.25	\$ 75.00				22,457		49,408		\$ 9,538.56

Proposed Xerox Copier Solution:

Location name	Equip address	XFS Lease #	Lease Amount	Maint Base	Make	Model	Serial number	B/W Vol	B/W Mtr	CLR Vol	CLR Mtr	Excess Meter
City of Perris - Senior Center	100 N D St.	New 60 Month Lease	\$ -	\$ -	Xerox	AltaLink C8145	NEW	1,124	\$ 0.0044	1,346	\$ 0.0460	\$ 66.86
City of Perris	100 N D Street	New 60 Month Lease	\$ -	\$ -	Xerox	AltaLink C8145	NEW	141	\$ 0.0044	194	\$ 0.0460	\$ 9.54
City of Perris	101 N D St	Owned	\$ -	\$ -	Xerox	XER6515/DNI	SAV814003	163	\$ 0.0229	347	\$ 0.1290	\$ 48.50
City of Perris - GYM	101 N D St	Owned	\$ -	\$ -	Xerox	XER6515/DNI	SAV822800	469	\$ 0.0229	463	\$ 0.1290	\$ 70.47
City of Perris - GYM	101 N D St	Owned	\$ -	\$ -	Xerox	XER6515/DNI	SAV822892	131	\$ 0.0229	679	\$ 0.1290	\$ 90.59
City of Perris	101 N D St	Owned	\$ -	\$ -	Xerox	XER6515/DNI	SAV823206	34	\$ 0.0229	318	\$ 0.1290	\$ 41.80
City of Perris - GYM	101 N D St	New 60 Month Lease	\$ -	\$ -	Xerox	AltaLink C8155	NEW	1,252	\$ 0.0044	3,786	\$ 0.0460	\$ 179.66
City of Perris	101 N D St	New 60 Month Lease	\$ -	\$ -	Xerox	AltaLink C8155	NEW	2,759	\$ 0.0044	7,752	\$ 0.0460	\$ 368.73
City of Perris	101 N D St	Owned	\$ -	\$ -	Xerox	6027	P7A324045	321	\$ 0.0295	262	\$ 0.1698	\$ 53.96
City of Perris - Finance	101 N D St.	Owned	\$ -	\$ -	Xerox	XER6515/DNI	SAV821889	51	\$ 0.0229	361	\$ 0.1290	\$ 47.74
City of Perris - Finance	101 N D St.	New 60 Month Lease	\$ -	\$ -	Xerox	AltaLink C8155	NEW	5,998	\$ 0.0044	5,551	\$ 0.0460	\$ 281.74
City of Perris - Statter Center	101 N D St.	Owned	\$ -	\$ -	Xerox	XERC605/XTF	9RB764603	220	\$ 0.0044	878	\$ 0.0460	\$ 41.36
City of Perris - Public Works	1015 S G St	Owned	\$ -	\$ -	KIP	KIPSY860K	13563224	99	\$ 0.0170	611	\$ 0.0290	
City of Perris - Public Works	1015 S G St	New 60 Month Lease	\$ -	\$ -	Xerox	AltaLink C8145	NEW	823	\$ 0.0044	585	\$ 0.0460	\$ 29.61
City of Perris - Public Works	1015 S G St	Owned	\$ -	\$ -	Xerox	XER6515/DNI	SAV814132	227	\$ 0.0229	205	\$ 0.1290	\$ 31.64
City of Perris - Public Works	1015 S G St	Owned	\$ -	\$ -	Xerox	XER6515/DNI	SAV814133	1,125	\$ 0.0229	658	\$ 0.1290	\$ 110.64
City of Perris - Public Works	1015 S G St	Owned	\$ -	\$ -	Xerox	XER6515/DNI	SAV822452	121	\$ 0.0229	218	\$ 0.1290	\$ 30.89
City of Perris - Public Works	1015 S G St	New 60 Month Lease	\$ -	\$ -	Xerox	AltaLink C8145	NEW	1,228	\$ 0.0044	2,612	\$ 0.0460	\$ 125.56
City of Perris - Animal Control Cent	1093 Harley Knox Blvd.	New 60 Month Lease	\$ -	\$ -	Xerox	AltaLink C8145	NEW	31	\$ 0.0044	1,283	\$ 0.0460	\$ 59.15
City of Perris - Development Service	135 N. D St	Owned	\$ -	\$ -	Xerox	XER6515/DNI	SAV813582	14	\$ 0.0229	65	\$ 0.1290	\$ 8.71
City of Perris - Development Service	135 N. D St	New 60 Month Lease	\$ -	\$ -	Xerox	AltaLink C8145	NEW	2,120	\$ 0.0044	6,576	\$ 0.0460	\$ 311.82
City of Perris - Development Service	135 N. D St	New 60 Month Lease	\$ -	\$ -	Xerox	AltaLink C8155	NEW	1,635	\$ 0.0044	7,034	\$ 0.0460	\$ 330.76
City of Perris - Community Services	227 N D St., Suite A	Owned	\$ -	\$ -	Xerox	XERC405/DN	4HX552276	28	\$ 0.0199	53	\$ 0.0199	\$ 6.86
City of Perris - Community Services	227 N D St., Suite A	Owned	\$ -	\$ -	Xerox	XERC405/DN	4HX552387	31	\$ 0.0199	120	\$ 0.0199	\$ 14.90
City of Perris - Community Services	227 N D St., Suite A	Owned	\$ -	\$ -	Xerox	XER6515/DNI	SAV813584	259	\$ 0.0229	662	\$ 0.1290	\$ 91.33
City of Perris - Community Services	227 N D St., Suite A	Owned	\$ -	\$ -	Xerox	XER6515/DNI	SAV814008	125	\$ 0.0229	352	\$ 0.1290	\$ 48.27
City of Perris - Community Services	227 N D St., Suite A	Owned	\$ -	\$ -	Xerox	XER6515/DNI	SAV821582	33	\$ 0.0229	74	\$ 0.1290	\$ 10.30
City of Perris - Code Enforcement	227 N D St., Suite A	New 60 Month Lease	\$ -	\$ -	Xerox	AltaLink C8155	NEW	711	\$ 0.0044	2,922	\$ 0.0460	\$ 137.54
City of Perris - Community Services	227 N D St., Suite A	New 60 Month Lease	\$ -	\$ -	Xerox	AltaLink C8145	NEW	1,161	\$ 0.0044	3,403	\$ 0.0460	\$ 161.65
City of Perris - Public Works	24 S D St., Suite 102	New 60 Month Lease	\$ -	\$ -	Xerox	AltaLink C8145	NEW	23	\$ 0.0044	58	\$ 0.0460	\$ 2.77
NEW 60 Month Lease Amount:			\$ 3,721.00	\$ -								\$ 3,721.00
Proposed Monthly Total			\$ 3,721.00	\$ -				22,457		49,408		\$ 6,584.35

Monthly Savings	\$ 3,004.31
Annual Savings	\$ 36,051.69
Term Savings	\$ 180,258.47

Immediate Advantages:

- Annual Savings of \$36k
- (2) New Xerox AltaLink C8145 Color Copiers: 45ppm, Color, Copy, Print, Scan, Staple, 3 Hole Punch (These are for new Locations)
- (5) New Xerox AltaLink C8155 Color Copiers: 45ppm, Color, Copy, Print, Scan, Staple, 3 Hole Punch
- (8) New Xerox AltaLink C8145 Color Copiers: 45ppm, Color, Copy, Print, Scan, Staple, 3 Hole Punch
- (1) New Xerox AltaLink C8155 Color Copiers: 45ppm, Color, Copy, Print, Scan, BR Booklet Maker Finisher, 1 Line Fax and Hi-Cap Feeder (3k sheets)
- Retain (16) Current Desk-top Devices, put them on new service agreement
- All equipment under one coterminous agreement
- New 60 Month Term, pricing fixed for entire term
- New 5 Year maintenance agreement for all equipment
- Total Term Savings of \$180k

Pricing Valid Thru April 30th, 2023

# ATTACHMENT 5

Contract Services Agreement for South Coast Copy Systems Citywide Copier  
Contract

**CITY OF PERRIS**

**CONTRACT SERVICES AGREEMENT FOR**

**FIBER OPTIC MASTER PLAN FROM MAGELLAN ADVISORS**

This Contract Services Agreement ("Agreement") is made and entered into this 11 day of April, 2023, by and between the City of Perris, a municipal corporation ("City"), and South Coast Copy Systems, a San Diego Canon Copier Dealer.

NOW, THEREFORE, the parties hereto agree as follows:

**1.0 SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

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

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

**2.0 COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of one hundred sixty three thousand, seven hundred seventy dollars and sixty cents (\$163,770.60) ("Contract Sum").

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

### 3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Stan Roberts, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and make all decisions in connection therewith.

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

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

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth on *Exhibit "A"*. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

### 4.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

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

(d) Professional Liability or Error and Omissions Insurance. A policy of errors and omissions insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

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

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

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

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

#### 4.2 Indemnification.

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

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual,

alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

## **5.0 TERM**

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until [April 11, 2028].

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

## **6.0 MISCELLANEOUS**

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

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

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and

in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

"CITY"  
CITY OF PERRIS

By: \_\_\_\_\_  
Nancy Salazar, City Clerk

By: \_\_\_\_\_  
Michael M. Vargas, Mayor

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Robert Khuu, City Attorney

"CONSULTANT"  
South Cost Copy Systems, San Diego Canon  
Copier Dealer

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

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

[END OF SIGNATURES]

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**South Coast Copy Systems Service performance Requirements**

<b>Delivery &amp; Install</b>	<p>F O B. Destination Pricing includes shipping, delivery &amp; installation</p> <p>Excess installation requirements may be an additional charge. Charges must be quoted to the customer and based on actual expenditures. Examples include:</p> <ul style="list-style-type: none"> <li>- Rigging</li> <li>- Access alterations</li> <li>- Access to non-ground floors via stairs</li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>- Pricing includes On-site initial training (1-hour) for all non-desktop products</li> <li>- For drop-shipped / desktop products, training can be web-based</li> <li>- Additional / Advanced training may be an additional charge</li> </ul>
<b>Meter Collection</b>	<p>Dealer may provide an electronic method for providing periodic meter readings. They can also be submitted via online portal, email, fax, or through the device if available, and at the Purchasing Entity's request</p> <p>Dealer may estimate meter reads if Purchasing Entity fails to submit the required info within the specified time frame.</p> <p><b>11x17 Impressions may now be counted as two (2) clicks</b></p>
<b>Response Time</b>	<p><u>Phone support</u> Within two (2) hours of customer request</p> <p><u>On-site support</u> Within 60 miles - 4-6 hours 60 - 120 miles - 1-2 Business Days 120+ miles (or only accessible by plane or boat) - 4-5 Business Days</p>
<b>Service Performance (Uptime/Downtime)</b>	<p>Devices under 91ppm - 96% uptime Devices over 91ppm - 90% uptime</p>
<b>Device Failure &amp; Replacement</b>	<p>All devices purchased or leased under this agreement that have maintained an uninterrupted maintenance agreement shall be subject to the 'Lemon Clause' for 3 years from the date of acceptance. This clause shall be void if non-OEM supplies have been used without Canon authorization.</p> <p><u>Lemon Clause</u> Any device that fails (except due to operator error) to function in accordance with the manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a like-for-like (ie. similar usage, remaining useful life etc.) device that meets or exceeds the requirements of the original device, at no cost to the customer.</p>
<b>Loaner Equipment</b>	<p>With the exception of Group C, digital press production equipment and Group E, large format equipment, any device that's inoperable for two (2) business days due to equipment malfunction, as reasonably determined by the servicing dealer, is eligible for:</p> <ol style="list-style-type: none"> <li>1) A dealer provided loaner device of similar speed and capabilities until the original device is repaired; or</li> <li>2) Dealer provided off-site manned production, capable of accomplishing the work of the inoperable unit.</li> </ol>
<b>Relocation of Equipment</b>	<p>Moves must be performed within 30 calendar days of the request</p> <p>Zone 1 (Within the same building) - No Charge allowed unless special rigging is required Zone 2 (Up to 50 miles) - Flat Fee plus per mile or hourly fee Zone 3 (More than 50 miles) - Flat Fee plus per mile or hourly fee</p> <p>See price list for more details</p>
<b>Service/Usage Reports</b>	<p>Dealers are to maintain a service log for each machine serviced describing maintenance and repair services provided. A no-cost copy of service logs/reports must be provided to the Customer and/or the Contract Administrator within five (5) working days of request. (RFP)</p>

EXHIBIT "B"  
SPECIAL REQUIREMENTS

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

South Coast Copy Systems Proposed Schedule of Compensation

uniFLOW Top Features: [https://gosccs-my.sharepoint.com/:b:/p/majoraccounts/EYnp83TzqPVAranwHGz8CcUBIrwZ0YVCfZlaqv\\_wwqbe9A?e=noVjfw](https://gosccs-my.sharepoint.com/:b:/p/majoraccounts/EYnp83TzqPVAranwHGz8CcUBIrwZ0YVCfZlaqv_wwqbe9A?e=noVjfw)

uniFLOW Online Video: <https://gosccs-my.sharepoint.com/:v:/p/majoraccounts/EaORpHOixIJLhAiUIOGwkABXms6ltnUuatI0dc-3Tg7g?e=nGOOPj>

uniFLOW Brochure For Hybrid Work Environments:

<https://gosccs-my.sharepoint.com/:b:/p/majoraccounts/EfI5JgE3-AFGhMWbRw32RLwBwW7XoCSyzLJ6Bbr7Wz5oSw?e=0iUOC1>

Case Study 1: <https://gosccs-my.sharepoint.com/:b:/p/majoraccounts/EX5FjomkmOVctU5wLagQZxoBckc5GpZEV6NkIFw5pB3f2g?e=bN4OAb>

Case Study 2: [https://gosccs-my.sharepoint.com/:b:/p/majoraccounts/EaT9BrycDnhBkeB\\_uJhhuGoBUQkrzu\\_tn5L8wl8Yi-Rtqg?e=IBfVol](https://gosccs-my.sharepoint.com/:b:/p/majoraccounts/EaT9BrycDnhBkeB_uJhhuGoBUQkrzu_tn5L8wl8Yi-Rtqg?e=IBfVol)

Case Study 4: <https://www.youtube.com/watch?v=Oare78LvcbU>

Case Study (YouTube) 3: <https://gosccs-my.sharepoint.com/:b:/p/majoraccounts/ETt3N5xn3yLjtW7ODV48HQB1JQyKbOvLGYK7-Gq48TC3Q?e=m0Y0zg>

If San Diego Convention Center would like to gain a better understanding on the print behavior of each individual who uses any print device within your facility, we suggest acquiring one device license of uniFLOW Online. In addition to receiving reports on this, it will also provide a universal output que that simplifies IT's efforts down to just managing 1 single print driver for all printers. The annual cost to do this is less than \$260.

Item Code	Description	Annual uniFLOW Online
3575B806AA	Print & Scan, Type 1, 10-24 devices (12 device licenses x 13 months x \$14.22 per license)	\$ 2,218.32

**Below the cost of a 10-block hours for implementation & can be renewed as needed**

6138B425AA	Professional Services for Uniflow by Dealer <b>(sold in blocks of 10 hours)</b>	\$ 1,500.00
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**Below is the annual cost for Software Assurance Points and can be renewed annually**

MCRDPL_SC	MiCard PLUS SC Proximity Card Reader <b>(on 60-Month NASPO Lease)</b>	unit Cost
		\$ 3.73

Video: [https://gosccs-my.sharepoint.com/:i:/p/majoraccounts/EeA9hUbdmlZKnH6cKRxcIEEBTMG\\_1KQMzOwm98ig4pk7o](https://gosccs-my.sharepoint.com/:i:/p/majoraccounts/EeA9hUbdmlZKnH6cKRxcIEEBTMG_1KQMzOwm98ig4pk7o)

Department	Item Code	Description	NASPO 60-Month Lease
<b>Admin</b> 40ppm A3	<b>3827C002AA</b>	<b>imageRUNNER ADVANCE DX C5840i</b>	\$ 227.23
	4030C002BA	Cassette Feeding Unit-AQ1	
	5548C002AA	Booklet Finisher-A1 with Tri-Fold	
	4003C002AA	Buffer Pass Unit-P1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	3998C001AA	Super G3 FAX Board-AX1	
	1266V426	USB Keyboard (Cherry)	
	0165C001AA	Utility Tray-B1	
MCRDPL_SC	MiCard PLUS SC		
<b>Finance</b> 60ppm A3	<b>3825C002AA</b>	<b>imageRUNNER ADVANCE DX C5860i</b>	\$ 275.99
	4030C002BA	Cassette Feeding Unit-AQ1	
	5548C002AA	Booklet Finisher-A1 with Tri-Fold	
	4003C002AA	Buffer Pass Unit-P1	
	0607C002AA	Paper Deck Unit-F1	
	0126C001AA	2/3 Hole Puncher Unit-A1	
	1266V426	USB Keyboard (Cherry)	
	0165C001AA	Utility Tray-B1	
MCRDPL_SC	MiCard PLUS SC		
<b>Senior Front Desk</b> 35ppm A3	<b>4912C002AA</b>	<b>imageRUNNER ADVANCE DX C3835i</b>	\$ 156.44
	4917C002AA	Cassette Feeding Unit-AW1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	
<b>Planning</b> 50ppm A3	<b>3826C002AA</b>	<b>imageRUNNER ADVANCE DX C5850i</b>	\$ 185.71
	4030C002BA	Cassette Feeding Unit-AQ1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	
<b>Building</b> 50ppm A3	<b>3826C002AA</b>	<b>imageRUNNER ADVANCE DX C5850i</b>	\$ 185.71
	4030C002BA	Cassette Feeding Unit-AQ1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	
<b>Gym</b> 40ppm A3	<b>3827C002AA</b>	<b>imageRUNNER ADVANCE DX C5840i</b>	\$ 180.13
	4030C002BA	Cassette Feeding Unit-AQ1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	
<b>Community Services</b>	<b>3827C002AA</b>	<b>imageRUNNER ADVANCE DX C5840i</b>	\$ 180.73

Department	Item Code	Description	NASPO 60-Month Lease
40ppm A3	4030C002BA	Cassette Feeding Unit-AQ1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Information Technology</b> 50ppm A4	<b>4836C002AA</b>	<b>imageRUNNER ADVANCE DX C478iFZ</b>	\$ 90.58
	3316C001AA	Cassette Feeding Unit-AS1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Code Enforcement</b> 35ppm A3	<b>4912C002AA</b>	<b>imageRUNNER ADVANCE DX C3835i</b>	\$ 156.44
	4917C002AA	Cassette Feeding Unit-AW1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	

<b>PW Hallway</b> 30ppm A3	<b>4913C002AA</b>	<b>imageRUNNER ADVANCE DX C3830i</b>	\$ 127.93
	4917C002AA	Cassette Feeding Unit-AW1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	

<b>PW Admin</b> 30ppm A3	<b>4913C002AA</b>	<b>imageRUNNER ADVANCE DX C3830i</b>	\$ 127.93
	4917C002AA	Cassette Feeding Unit-AW1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Statler Center</b> 50ppm A4	<b>4836C002AA</b>	<b>imageRUNNER ADVANCE DX C478iFZ</b>	\$ 90.58
	3316C001AA	Cassette Feeding Unit-AS1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Audio Visual</b> 50ppm A4	<b>4836C002AA</b>	<b>imageRUNNER ADVANCE DX C478iFZ</b>	\$ 90.58
	3316C001AA	Cassette Feeding Unit-AS1	
	MCRDPL_SC	MiCard PLUS SC	

<b>Council</b> 35ppm A3	<b>4912C002AA</b>	<b>imageRUNNER ADVANCE DX C3835i</b>	\$ 156.44
	4917C002AA	Cassette Feeding Unit-AW1	
	4000C002BA	Inner Finisher-L1	
	4002C002AA	Inner 2/3 Hole Puncher-D1	
	MCRDPL_SC	MiCard PLUS SC	

#### Canon Cost Per Copy Full Service and Supply Agreement

Includes all part and labor, including supplies. Excludes only paper and staples. Billed in arrears based upon

Department	Item Code	Description	NASPO 60- Month Lease
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actual usage with no minimum.

B/W CPC	0.0049
Color CPC	0.059

\$ 2,232.42

# INVOICE



South Coast Copy Systems  
6625 Nancy Ridge Dr.  
San Diego, CA 92121

Invoice No: 446999

Date: 3/8/2023

Account No: CITYOFPERRIS

Bill To: Canon Financial  
14904 Collections Center Drive  
Chicago, IL 60693

Ship To: City of Perris  
101 North D Street  
Perris, CA 92750

Sales Order No	P. O. Number	Ship Method	Payment Term s	Payment Due					
		UPS	Due 30 Days From Invoice	4/8/2023					
Re marks				Sa le s Person					
				Stanton Roberts					
Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount
	NASPO ValuePoint - Copiers & Managed print services Canon Participating State Addendum NASPO #7-19-70-46-01  Lead State Master Agreement# 140595 Annual Subscription uniFLOW Online								
3575B806AA	Print & Scan, Type 1, 10-24 devices (14 device licenses x 12 months x \$14.22 Per license)						\$2,388.96		\$2,388.96
6138B425AA	Professional Services for Uniflow by Dealer (sold in blocks of 10 hours)						\$1,500.00		\$1,500.00

A late charge of 1.5% per month with a minimum charge of \$5.00 will be accessed on all past due invoices.

SCCS accepts Visa, MC, Discover and American Express.

Please call 858.203.4000 or email [ar@gosccs.com](mailto:ar@gosccs.com) with any questions.

Yearly Payment	\$3,888.96
Discount	\$0.00
Freight	\$0.00
Sales Tax	NA
Invoice Total	\$3,888.96
<b>Balance Due</b>	<b>\$3,888.96</b>

# INVOICE



South Coast Copy Systems  
6625 Nancy Ridge Dr.  
San Diego, CA 92121

Invoice No: 446998

Date: 3/8/2023

Account No: CITYOFPERRIS

Bill To: Canon Financial  
14904 Collections Center Drive  
Chicago, IL 60693

Ship To: City of Perris  
101 North D Street  
Perris, CA 92750

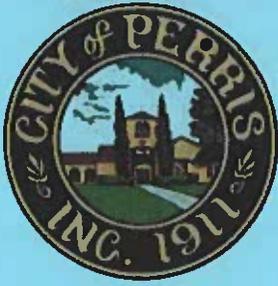
Sales Order No	P. O. Number	Ship Method	Payment Terms	Payment Due					
		UPS	Due 30 Days From Invoice	4/8/2023					
Remarks				Sales Person					
				Stanton Roberts					
Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount
	NASPO ValuePoint - Copiers & Managed print services Canon Participating State Addendum NASPO #7-19-70-46-01  Lead State Master Agreement# 140595 60 Month FMV Lease at \$2,232.42								
3827C002AA	ImageRUNNER ADVANCE DX C5840i		3.0						
3825C002AA	ImageRUNNER ADVANCE DX C5860i		1.0						
3826C002AA	ImageRUNNER ADVANCE DX C5850i		2.0						
4030C002BA	Cassette Feeding Unit- AQ1		6.0						
5548C002AA	Booklet Finisher- A1 with Tri-Fold		2.0						
4003C002AA	Buffer Pass Unit- P1		2.0						
0126C001AA	2/3 Hole Puncher Unit- A1		2.0						
0607C002AA	Paper Deck Unit- F1		1.0						
4000C002BA	Inner Finisher- L1		9.0						
4002C002AA	Inner 2/3 Hole Puncher- D1		9.0						
3998C001AA	Super G3 FAX Board- AX1		1.0						
1266V426	USB Keyboard (Cherry)		2.0						
0165C001AA	Utility Tray- B1		2.0						
MCRDPL_SC	MiCard PLUS SC		14.0						
4912C002AA	ImageRUNNER ADVANCE DX C3835i		3.0						
4913C002AA	ImageRUNNER ADVANCE DX C3830i		2.0						
4917C002AA	Cassette Feeding Unit- AW1		5.0						
4836C002AA	ImageRUNNER ADVANCE DX C478iFZ		3.0						
3316C001AA	Cassette Feeding Unit- AS1		3.0						

A late charge of 1.5% per month with a minimum charge of \$5.00 will be accessed on all past due invoices.

SCCS accepts Visa, MC, Discover and American Express.

Please call 858.203.4000 or email ar@gosccs.com with any questions.

Monthly Payment	\$2,232.42
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$173.01
Invoice Total	\$2,405.43
<b>Balance Due</b>	<b>\$2,405.43</b>



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

10.L.

**MEETING DATE:** April 11, 2023

**SUBJECT:** Extension of Time No. 23-05063 - An extension of time request for Tentative Tract Map No. 36797 associated with Development Plan Review 15-00012 located at the northeast corner of Wilson Avenue and Water Avenue. Applicant: Emad Bolous, SA REFKA, LLC.

**REQUESTED ACTION:** APPROVE a one-year Extension of Time (23-05063) for Tentative Tract Map 36797 and Development Plan Review 15-00012 until April 10, 2024, to subdivide 20 acres into 76 residential lots.

**CONTACT:** Kenneth Phung, Director of Development Services

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#### BACKGROUND/DISCUSSION:

On October 25, 2016, the City Council approved Tentative Tract Map 36797 and Development Plan Review 15-00012 to subdivide 20 vacant acres into a 76-unit gated residential community with recreational amenities (*i.e., tot lot, shade structure with barbecues and seating, clubhouse, and a swimming pool*) located at the northeast corner of Wilson Avenue and Water Avenue (APNs: 300-190-001, -002, -003, and -004). The applicant is now requesting the fourth of six possible extensions, extending the expiration of time to April 10, 2024.

#### TENTATIVE TRACT MAP EXTENSION:

Pursuant to Section 18.12.090(a) of the City of Perris Municipal Code, tentative maps are allowed to be recorded within 24 months from the date the map was approved or conditionally approved by the City Council unless time extensions are granted before the map expires. In addition, tentative maps are allowed six one-year extensions of time.

Summarized below are the extensions requested by the applicant along with the Assembly Bill (AB) passed by the state legislature that authorized automatic extensions due to the recent housing shortage declared by the California legislature.

- **Original Approval Date: October 25, 2016** – Approval by City Council; start of initial 2-year life per subdivision map act.
- **First Extension: October 25, 2018 – October 25, 2019** – EOT 18-05254 was approved on October 9, 2018, by City Council.

- **Second Extension: October 25, 2019 – October 25, 2020** – EOT 19-05252 was approved on October 8, 2019, by City Council.
- **Automatic Extension for 18 months pursuant to AB 1561: October 25, 2020 – April 10, 2022**
- **Third Extension: April 10, 2022 – April 10, 2023** – EOT 22-05044 was approved on March 29, 2022, by City Council.

The applicant is now requesting the fourth of six allowed extensions, authorized by the Subdivision Map Act Section 66463.5 (c), to effectively extend the expiration of time to April 10, 2024. The extension is requested due to difficulties with financing the project due to volatility in the financial marketplace with high-interest rates and fluctuations in land development costs due to inflation resulting from supply chain issues created by the COVID-19 pandemic. The additional time will allow the developer to work on the preparation of construction documents, contractor bidding, and predevelopment work while they wait for interest rates and fluctuating construction costs to settle down before proceeding with the development.

**STAFF REVIEW AND RECOMMENDATION:**

Staff recommends that the City Council approves a one-year Extension of Time (23-05063) to April 10, 2024, for Tentative Tract Map No. 36797. If the subject Tentative Tract Map is not recorded prior to the expiration date or an extension of time is not filed prior to the expiration date of the map, a new Tentative Tract Map application and applicable fees must be submitted to the City for consideration

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

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

City Attorney \_\_\_\_\_  
 Assistant City Manager \_\_\_\_\_  
 Deputy City Manager 

- Attachments:
1. Vicinity Map
  2. Project Plans (TTM 36797 Plan)
  3. Conditions of Approval for Tentative Tract 36797 (Informational Purpose)
  4. Applicant's Time Extension Request

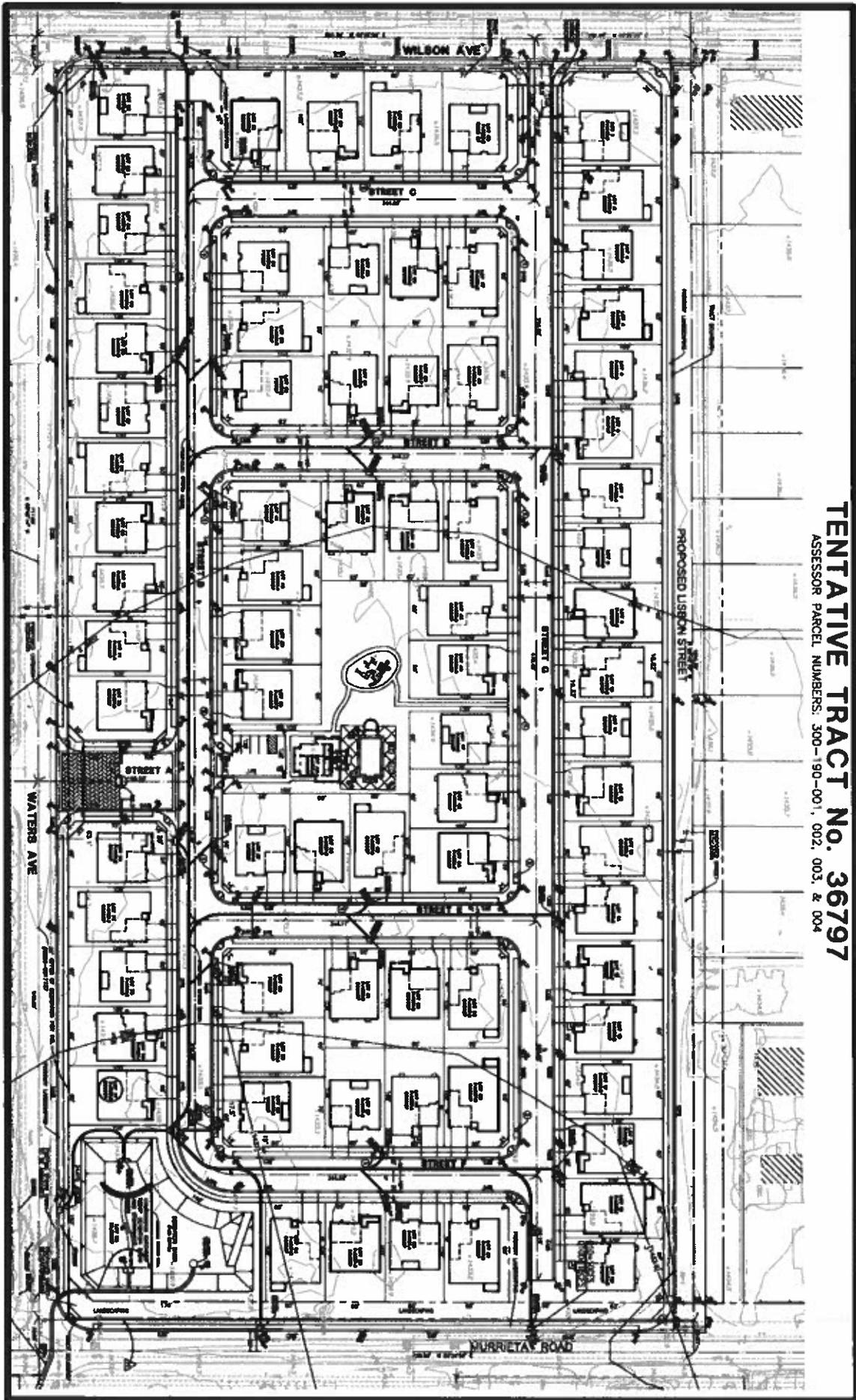
Consent: X  
 Public Hearing:  
 Business Item:  
 Presentation:

**Attachment 1**  
**Vicinity Map**

# VICINITY MAP

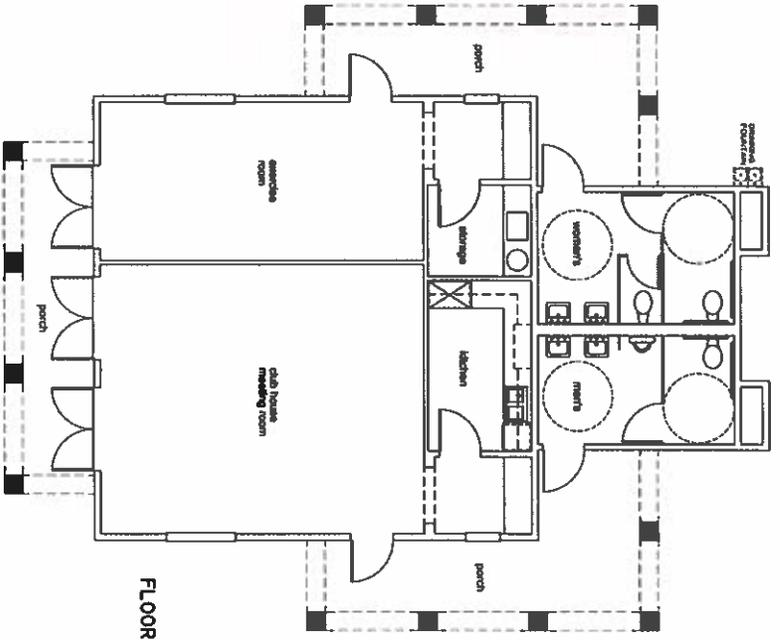


**Attachment 2**  
**Project Plans (TTM 36797 Plan)**



**TENTATIVE TRACT No. 36797**

ASSESSOR PARCEL NUMBERS: 300-190-001, 002, 003, & 004



FLOOR PLAN



FRONT ELEVATION



RIGHT ELEVATION



LEFT ELEVATION



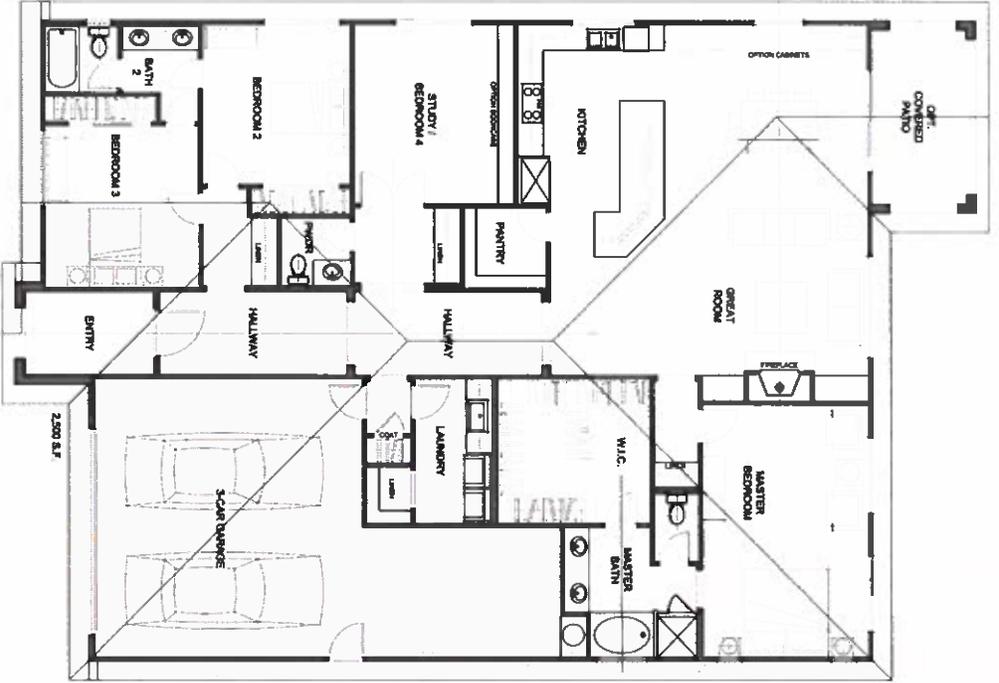
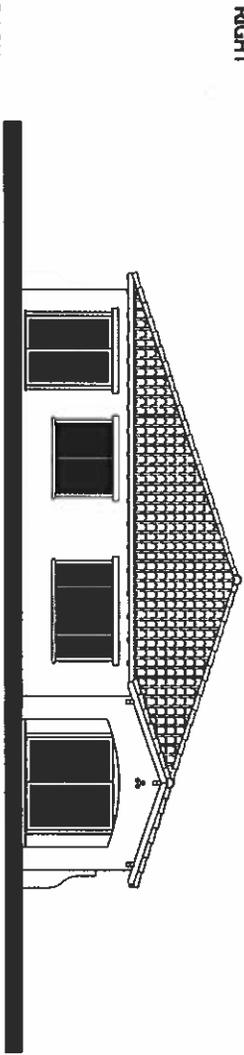
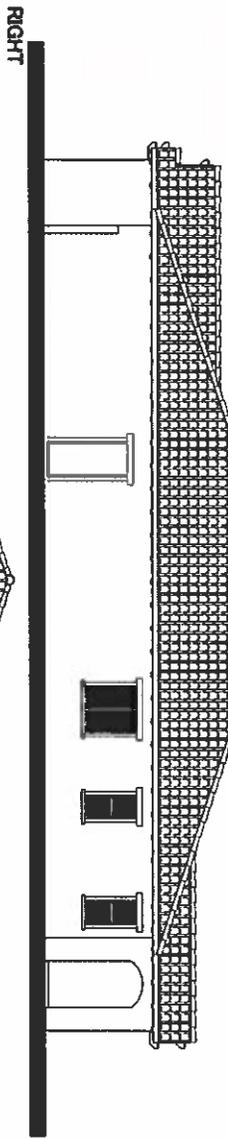
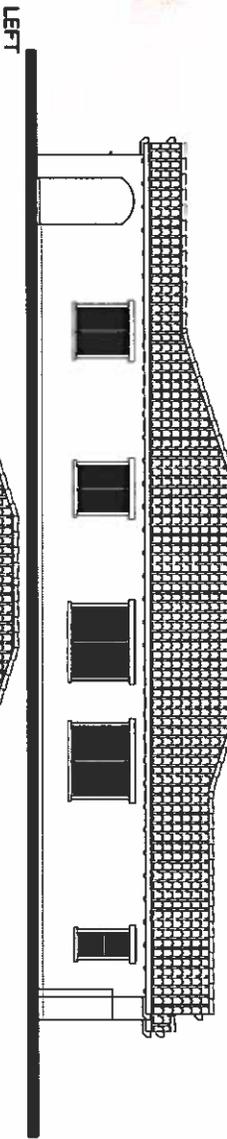
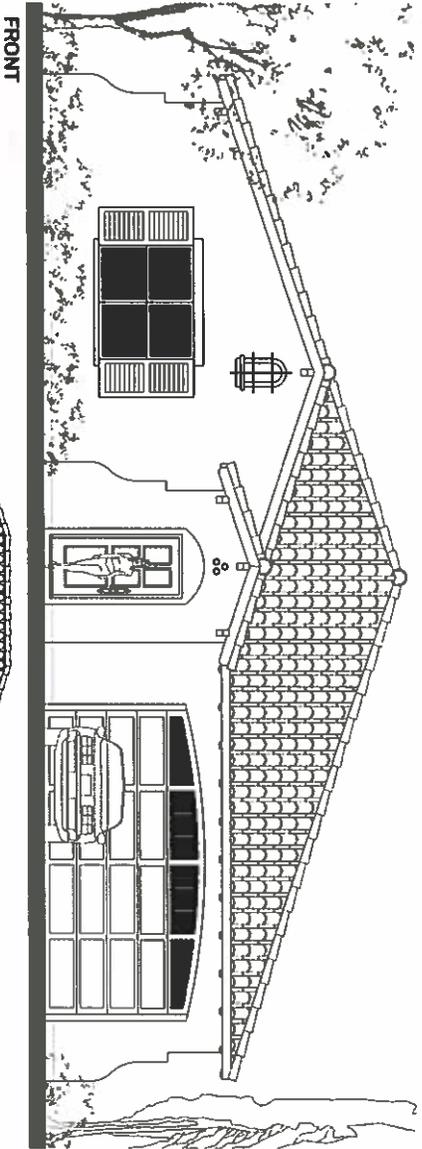
REAR ELEVATION



PERRY'S HOMES, INC.

**PERRIS ESTATES**  
CITY OF PERRIS

**CLUBHOUSE: 2,500 sq. ft.**  
W/ KITCHEN AND EXERCISE ROOM

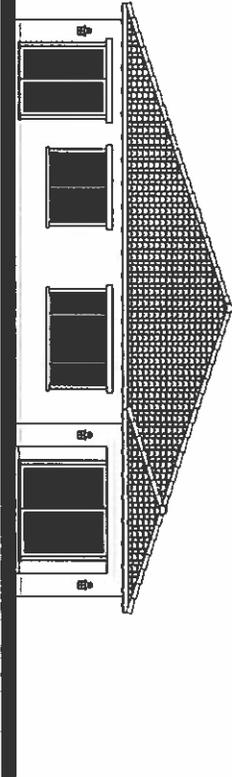


**Spanish Traditional**  
 Concrete S tiles roof ( Red terra cotta color tone)  
 Stucco finished  
 Vinyl windows w/ foam trims  
 Decorative shutters  
 Sectional garage door

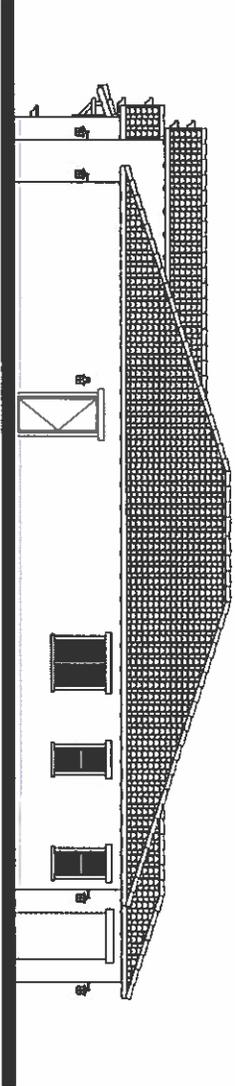
**Plan 1A**  
 2,500 SF  
 3 Bedroom OPT 4

**PERRIS ESTATES**

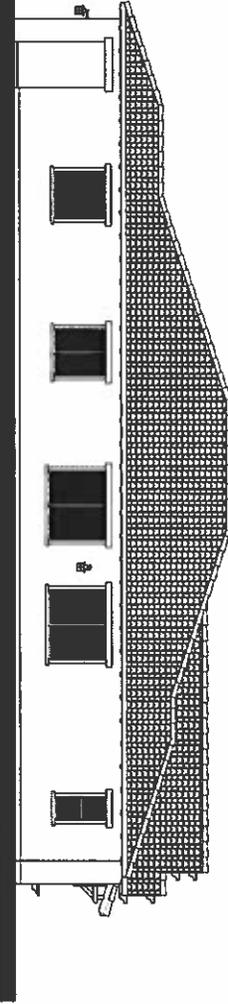
BACK



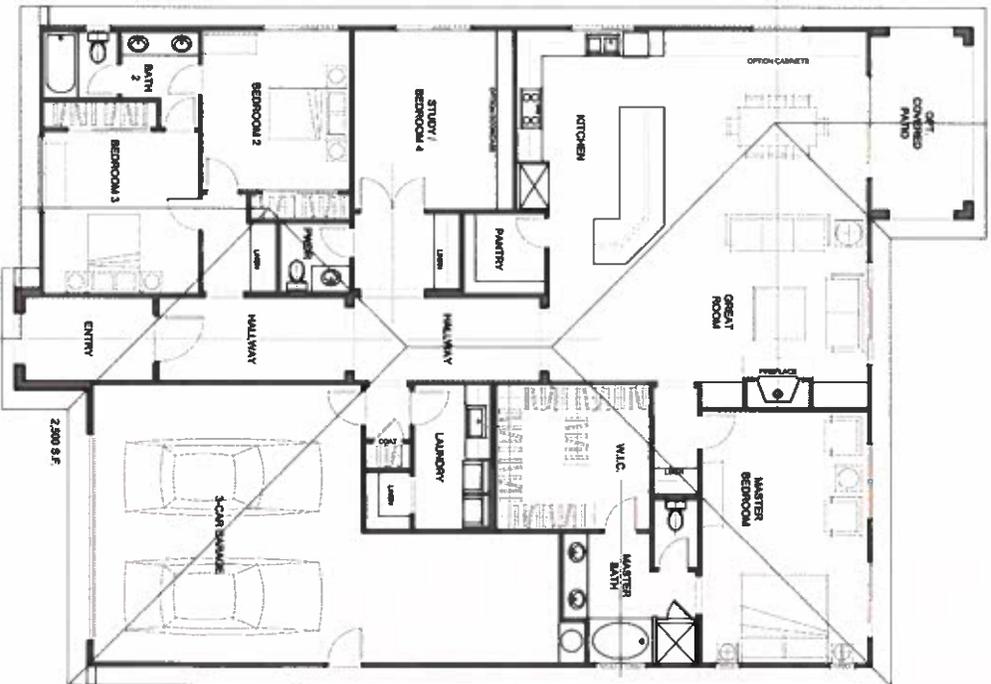
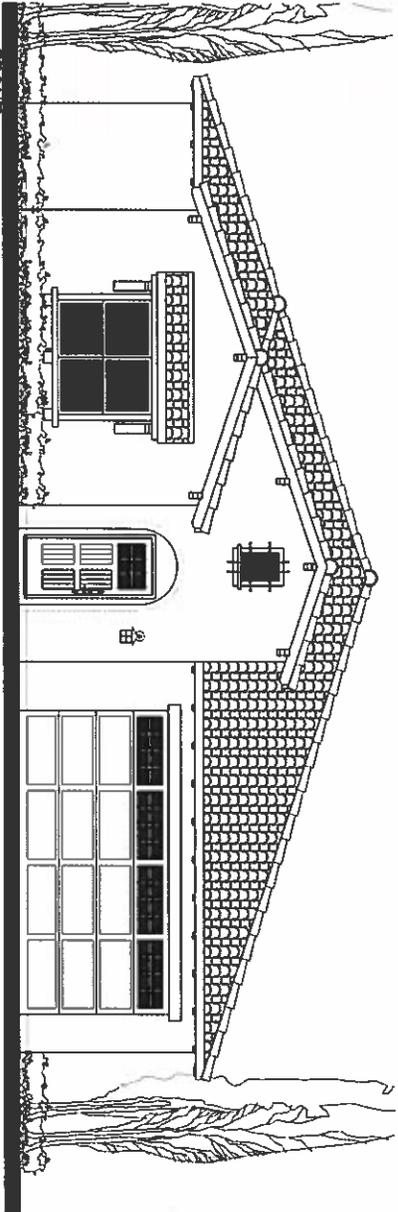
RIGHT



LEFT



FRONT

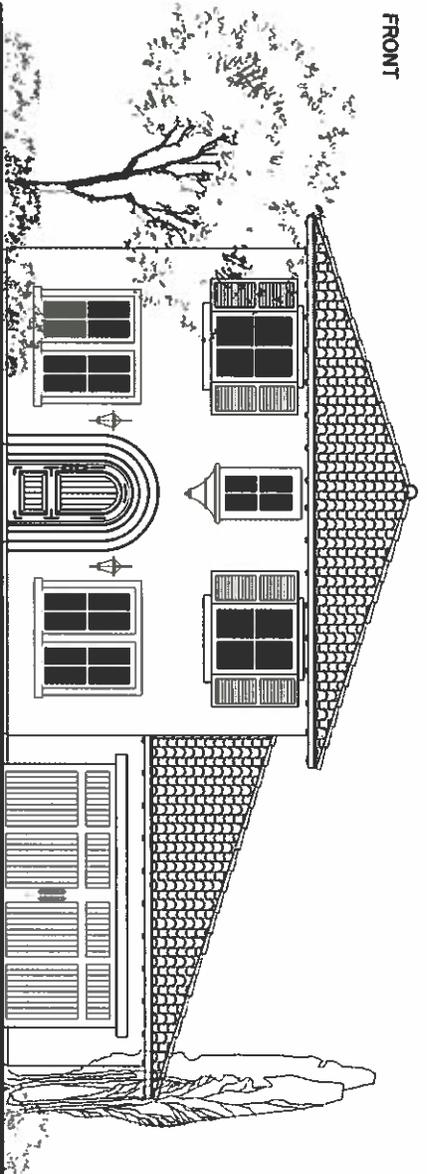


**Santa Barbara**  
 Concrete S tiles roof (Red terra cotta tone color)  
 Stucco finishes  
 Vinyl windows w/ foam trims  
 Decorative foam corbels  
 Decorative shutters  
 Sectional garage door

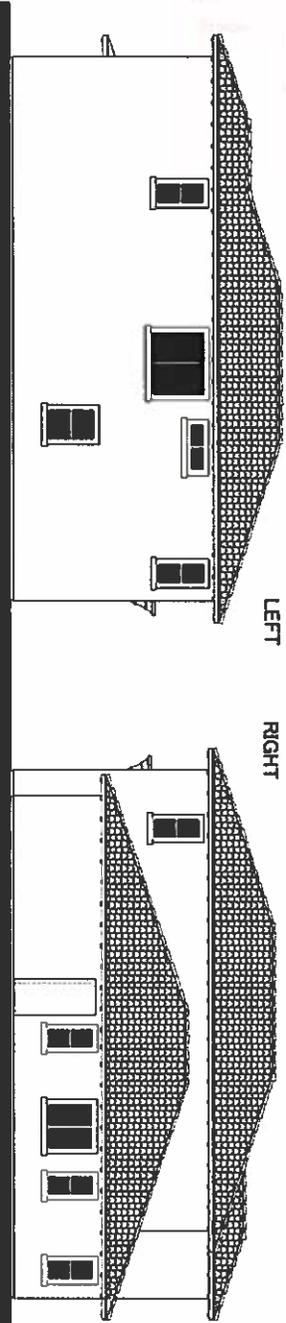
**Plan 1C**  
 2,500 SF  
 3 Bedroom OPT 4

**PERRIS ESTATES**

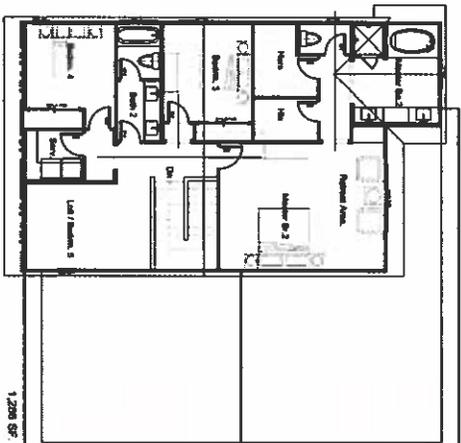
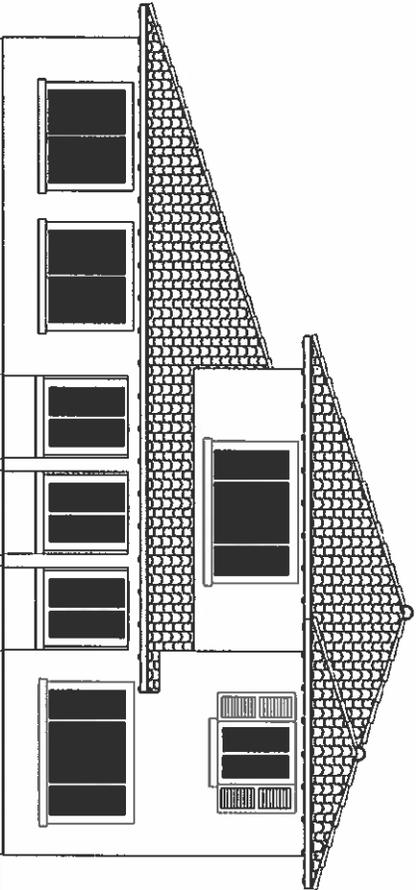
FRONT



LEFT RIGHT



BACK



1,209 SF



1,263 SF

**Tuscan**

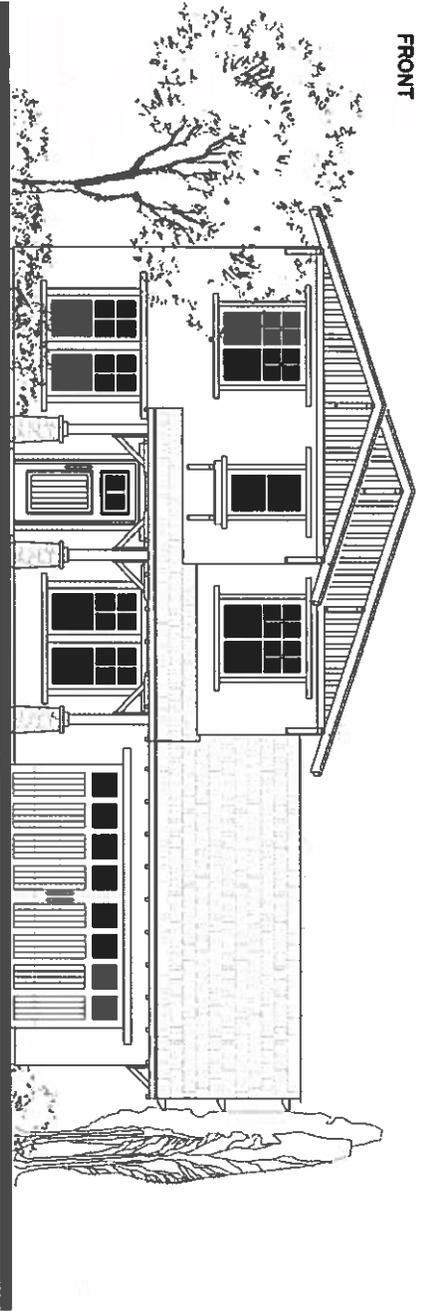
- Concrete S tiles roof (Red terra cotta color tone)
- Stucco finished
- Vinyl windows w/ foam trims
- Decorative foam corbels
- Decorative shutters
- Sectional garage door

**Plan 2B**

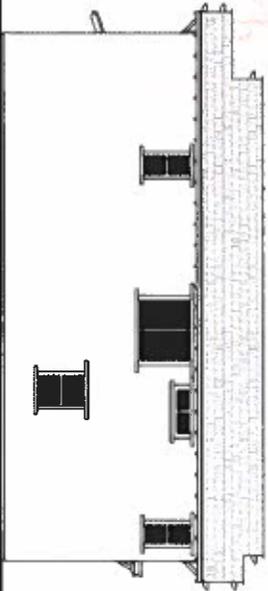
3,149 SF  
 4 Bedroom OPT 5

**PERRIS ESTATES**

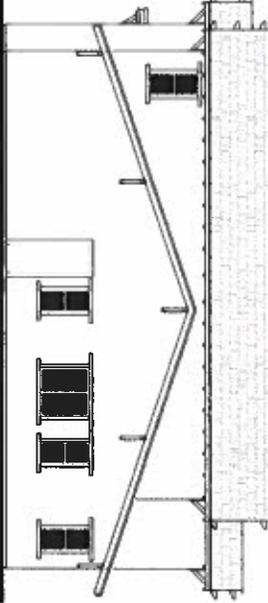
FRONT



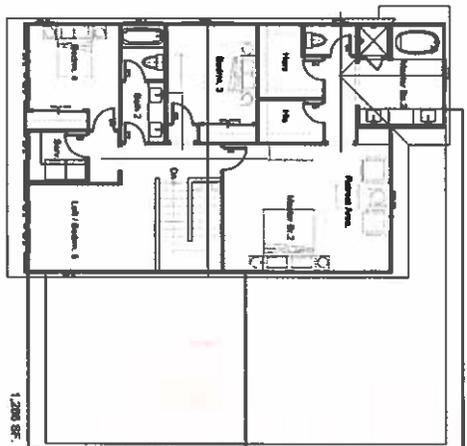
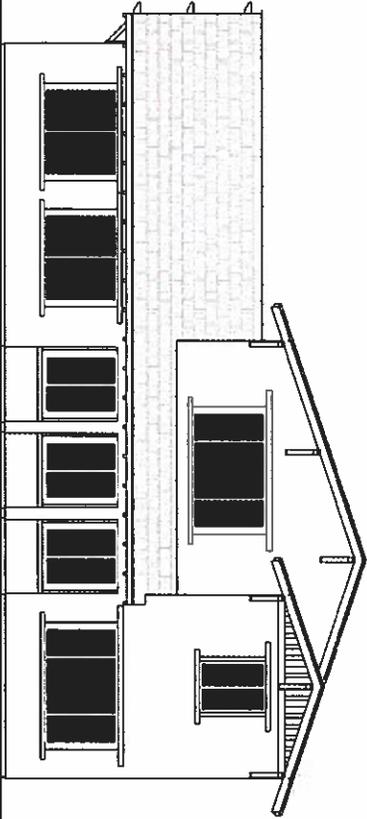
LEFT



RIGHT



BACK



1,208 SF.



1,403 SF.

**Craftsman**

- Concrete flat tiles roof (Earth tone color)
- Stucco finishes
- Vinyl windows w/ foam trims
- Decorative foam corbels
- Decorative tuckler details
- Stone veneer
- Sectional garage door

**Plan 2C**

3,149 SF  
 4 Bedroom OPT 5

**PERRIS ESTATES**

## **Attachment 3**

# **Conditions of Approval for Tentative Tract Map 36797**

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

**CONDITIONS OF APPROVAL**

**Tentative Tract Map 36797  
Planned Development Overlay 15-05197  
Zone Change 15-05198  
General Plan Amendment 15-05199  
Development Plan Review 15-00012**

**October 25, 2016**

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**PROJECT: Development Plan Review 15-00012, Planned Development Overlay 15-05197, Zone Change 15-05198, General Plan Amendment 15-05199, and Tentative Tract Map 36797** is a proposal to subdivide existing vacant 20 acre parcel into 77 units gated community with two lettered lots. The applicant is also requesting a General Plan Amendment 15-05199 and Zone Change 15-05198 from R-20,000 to R-10,000, located at the northwest corner of Murrieta Road and Water Avenue. Applicant: Tom Mungari, Nova Homes.

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**\*MITIGATION, MONITORING AND REPORTING PROGRAM (MMRP)**

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

**General Requirements:**

1. **Mitigation Monitoring Program.** The project shall at all times comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP) of the Mitigated Negative Declaration.
2. **Development Standards.** The project shall conform to all requirements of the City of Perris Municipal Code Title 19.
3. **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the approved set of plans presented at the October 5, 2016 Planning Commission hearing, or as amended by these conditions and as approved by the City Council. Any deviation shall require appropriate Planning Division review and approval.
4. **Tract Map Term of Approval.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Development Services Department at least thirty (30) days prior to the expiration of Tentative Map approval.
5. **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).
6. **Property Maintenance.** The project shall comply with provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance, and Chapter 7.42 regarding Property Maintenance.
  7. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning TTM 36797, PDO 15-05197, ZC 15-05198, GPA 15-05199, and DPR 15-00012. 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.
  8. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. The applicant shall submit a fire access and fire underground plan prior to construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans. See City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and underground plan available at: <http://www.cityofperris.org>.
  9. **Fish and Game Fee.** Within three (3) days of City Council approval, the applicant shall submit a check to the City Planning Division, payable to "Riverside County Clerk-recorder," for a \$2,260.25 for payment of State Fish and Game fees and County documentary handling fee. In accordance with Section 711.4 of the State Fish and Game Code, no project shall be operative, vested, or final until the filing fees have been paid.
  10. **Engineering Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval dated September 26, 2016 .
  11. **Class III Bike Lane.** A Class III bike lane shall be included per the Perris Trail Master Plan along Murrieta Road to all off-site improvement plans subject of the approval of Planning Division and City Engineer. A copy of the street improvement plans shall be submitted to the Planning Division.
  12. **Unit Identification.** Each unit in the tract shall include an interior lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Planning Division.
  13. **Utilities.** All utilities such as cable TV and electrical distribution lines (including those

which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.

14. **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.
15. **Residential Use and Development Restrictions.** The physical development of all lots shall be reviewed and approved by the city. Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any sales trailer or a model home shall require separate review and approval by the City.
16. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
17. **Energy Conservation.** To improve local air quality, the applicant shall incorporate the following energy-conservation features into the project (as feasible):
  - Low NO<sub>x</sub> water heaters per specifications in the Air Quality Attainment Plan;
  - Heat transfer modules in furnaces;
  - Light colored water-based paint and roofing materials;
  - Passive solar cooling/heating; and,
  - Energy efficient appliances and lighting.

An accounting of the project's energy conservation measures shall be submitted to the Building Division, prior to application for Building Permits.

18. **Preliminary Water Quality Management Plan (PWQMP)** A Preliminary WQMP was prepared for the proposed project site. All P-WQMPs were determined to be in substantial compliance, in concept, with the Riverside County 2012 WQMP Manual requirements. The following two conditions apply:
  - a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
  - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the lot specific LID design, extended detention basins, and landscaping. The Public Works Department shall review and approve the final WQMP text, plans and details.

**Prior to Final Tract Map approval.**

19. **Final Tract Map Approval.** Prior to issuance of grading permits, a final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer. No precise grading permit shall be approved prior to final tract map approval. The developer shall obtain the following clearances or approvals prior to Final Map Recordation:
- a. Verification from the Planning Division that all pertinent conditions of approval have been met, including any Development Plan Review approvals, as mandated by the Perris Municipal Code.
  - b. Planning Commission approval of all proposed street names through a Street Name application.
  - c. Any other required approval from an outside agency.
  - d. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation prior to issuance of a Certificate of Occupancy. This condition shall apply only to districts existing at the time the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:
    - i. Landscape Maintenance District No. 1;
    - ii. Flood Control Maintenance District No. 1;
    - iii. Maintenance District No. 84-1;
    - iv. North or South Perris Community Facilities Assessment District; and
    - v. Transportation Uniform Mitigation Fee.
20. **CC&Rs and Homeowner's Association.** Prior to recordation of the Final Map, the developer shall submit and obtain approvals for any Covenants, Conditions, and Restrictions (CC&Rs) and Homeowner's Association to the Department of Planning and Community Development and the City Attorney's office. Approved CC&Rs shall be recorded with the final map. The CC&Rs shall include maintenance requires for all common open spaces area and parkways.

**Prior to Issuance of Grading Permits**

21. **Southern California Edison.** Prior to issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner (951 928-8323) to complete the required forms prior to commencement of construction.
22. **Final Water Quality Management Plan (F-WQMP).** The applicant shall submit a final WQMP including, but not limited to, plans and details providing the elevations,

slopes, and other details for the proposed structural source control BMPs, vegetative swales, underground storm chamber and canopy cover for trash enclosure areas. The Public Works Department shall review and approve the final WQMP plans, and details.

23. **Floodway.** Prior to receiving a grading permit, no residential units shall ~~not~~ be developed within Floodway unless otherwise approved by FEMA. All building pads shall be a minimum of 12" inches and finished floors shall be elevated a minimum of 18 inches above the 100-year flood plain.

**Prior to Issuance of Building Permits**

24. **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.
25. **Property Liens.** The applicant shall pay all liens owed to the city prior to the issuance of building permits.
26. **Phasing.** Prior to issuance of building permits, all phasing plans shall be reviewed and approved by the Planning Division, and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots.
27. **March Air Reserve Base.** Prior to building permit issuance, in accordance with conditions by the Airport Land Use Commission (ALUC), the following measures shall be implemented to address the project's location within Airport Influence Area:
- a. Any outdoor lighting installed shall be hooded or shielded to prevent either the spillage of lumens or reflections into the sky. Outdoor lighting shall be downward facing.
  - b. The following uses shall be prohibited:
    - i. Any uses which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following take off or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
    - ii. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
    - iii. Any use which would generate excessive smoke or water vapors or which

would attract large concentrations of birds, or which may otherwise affect a safe air navigation within the area. (such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflowers, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris centers, fly ash disposal and incinerators.)

- iv. Any uses which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
  - v. Residential care facilities, churches and religious institutions, convalescent and senior home facilities, schools and educational institutions, childcare facilities, and homes for the aged.
  - c. Prior to recordation of the final map, issuance of any building permits, or sale to an entity exempt from the Subdivision Map Act, whichever occurs first, the landowners shall convey and have recorded an aviation easement to the March Inland Port Airport Authority, Contact March Joint powers Authority at (951) 656-7000 for additional information.
  - d. The Notice of Airport in Vicinity shall be provided to all prospective purchasers of the property and tenants and/or lessees of the proposed buildings, and shall be recorded as a deed notice.
  - e. Any proposed ~~dentition~~-detention basins shall be designed so as to provide for a maximum 48-hours detention period following the conclusion of the storm event for the design storm (maybe less, but not more), and to remain totally dry between rainfalls, Vegetation in and around the detention basin that would provide food or cover for bird species that would be incompatible with airport operations shall not be utilized in project landscaping.
  - f. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air base radio communications could result. Sources of electromagnetic radiation include radio waves transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.
  - g. The proposed residences must have sound attenuation features sufficient to reduce interior noise levels from exterior aviation-related sources to no more than CNEL 40dB. The City of Perris shall require an acoustical study to ensure compliance with this requirement.
- 28. Walls and Fences.** Prior to issuance of building permits, the developer shall submit and obtain approval from the Planning Division of a block wall/ fence plan. At a minimum, this plan shall include the following items:

- a. **Decorative Perimeter Walls.** The design of all 6' foot high split-face block wall with decorative cap around the community shall include split-face block wall with stone veneer pilasters every 100' feet.
  - b. **Reverse Frontages Perimeter Walls and Side Street Walls:** All reverse frontage walls along Wilson Avenue, Waters, and Lisbon shall be setback at least 5-feet from the sidewalk and shall be landscaped subject to LMD requirements. All interior side street lots shall be revised to provide the parkway in front of the wall in order to landscape with a combination of hardscape/landscape materials to be maintained by the HOA, except for lots 73 and 72. Lots 72 and 73 shall be revised to provide at least 5 –feet of landscaping in front of the wall behind the sidewalk on Street A, to be maintained by the HOA.
  - c. Six-foot high, decorative split face block wall shall be installed ~~along the perimeter~~ ~~of inside~~ the project site and side yard returns visible from the street. This shall include decorative stone veneer pilasters.
  - d. **Interior fencing (not visible from public view).** Six-foot high, u.v. protected vinyl fence on side and rear property lines interior to the project.
  - e. **Height of Block Walls.** All split face walls shall not be higher than 6' feet in height. If a combination wall exceeds 6' feet, then a landscape berm or retaining wall is required to conceal the height of the wall.
  - f. **Detention Basins.** All enclosed detention basins or storm drain facilities shall have decorative wrought iron fencing with decorative pilasters every 50' feet. If the detention basin abuts a residential property, a 6' foot decorative block wall is required.
  - g. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance landscaping at each entrance to the tract along Water Avenue. Theme walls and monuments shall not occur within the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division.
  - h. **Graffiti.** ~~Graffiti located on site shall be removed within 48 hours.~~ All tract perimeter block walls shall be treated with a graffiti resistant coat.
29. **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
- a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or on Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to create disturbing excessive or offensive noise. If any deviations from the

- construction hours are deemed necessary, it first must be requested with the building inspector identifying why this must occur and the time frame it is needed along with necessary provision to mitigate noise impact. The approval of this request is subject to the review and approval of the Building Official.
- b. Building Department Construction activity shall not exceed 80 dBA in residential zones in the City.
  - c. Construction routes are limited to City of Perris designated truck routes or otherwise approved by the Building Official.
  - d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
  - e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
  - f. Project applicant shall require contractor to provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors as practical to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.
- 30. Water Resources Control Board.** Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number to Planning Staff.
- 31. Fees.** The developer shall pay the following fees according to the timeline noted.
- Prior to the issuance of building permits, the applicant shall pay:
- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
  - b. Multiple Species Habitat Conservation Plan fees currently in effect;
  - c. Current statutory school fees to all appropriate school districts;
  - d. Any outstanding liens and development processing fees owed to the City;
  - e. Appropriate City Development Impact Fees in effect at the time of development; and
  - f. Appropriate Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development.
- 32. Landscaping Plans.** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan. The following shall apply:

- a. **Street Trees.** All street trees shall be 24-inch box size or larger, and planted a maximum of 30 feet on center within the parkway. Corner lots have three (3) street trees, minimum of one (1) street tree for every 30 lineal feet of street frontage.
- b. **Parkway Landscape and Irrigation.** All parkways shall be provided with landscape and automatic irrigation.
- c. **Front Yard Trees.** A minimum of two (2) fifteen (15) gallon front yard trees shall be provided for each residential lot.
- d. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation. The detention basins shall provide minimum 24" inch box trees with shrubs or combination with ground cover. Perennial grass mix is prohibited.
- e. **Slopes.** Slopes that are 3:1 or steeper and 4 feet or higher, shall have one approved tree for every 400 square feet, with 70% of trees 10 gallon sized, and 30% being 5 gallon sized. All slopes shall include automatic irrigation and erosion control fabric.
- f. **Water Conservation.** Landscaping must comply with AB 325 for water conservation or other current policy or regulation at such time of development. See Chapter 19.70 (cityofperris.org) for water conservation calculations (MAWA).
- g. **Maintenance.** All required landscaping shall be maintained in a viable growth condition.
- h. **Irrigation Rain Sensors.** Rain sensing override devices shall be required on all irrigation systems (PMC 19.70.040.D.16.b) for water conservation. Soil moisture sensors are required.
- i. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping and irrigation have been installed and is completely operational. Before calling for final inspections a "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project, and this form must be submitted to the project planner. The project planner will need to sign off on the "Certificate of Compliance" to signify code compliance.

**Prior to Issuance of Occupancy Permits:**

33. **Disclosure Statements.** Developer shall record a disclosure on each lot and provide a disclosure to the purchaser of each lot that the project is within a dam inundation area and is subject to flooding in the event of a dam failure and shall provide an acknowledgement of this disclosure by each purchaser to the City. A similar disclosure shall be made in recognition of potential noise impacts from March Air Reserve Base and the aviation easement granted to the City of Perris and to the March Inland Port Airport Authority.
34. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all Conditions of Approval have been met.



# CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

## CONDITIONS OF APPROVAL

P8-1267  
September 26, 2016  
Tr. 36797 (Private Subdivision)

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

1. This project is located within the limits of the Perris Valley area drainage plan for which drainage fees have been adopted. Drainage fees shall be paid to the City of Perris prior to issuance of a permit. Fees are subject to change and shall be in the amount adopted at the time of issuance of the permit. Reference is made to Riverside County Flood Control letter dated August 30, 2016, the applicant shall comply with all the requirements as stated in this letter. In the case of conflict between the Flood requirements and those stated herein, the most stringent in the opinion of the City shall apply.
2. The project's grading shall be in a manner to perpetuate existing drainage patterns, any deviation from this, concentration or increase in runoff must have approval of adjacent property owners. Drainage easements shall be obtained from effected property owners or if within this site, shall be shown on the final map. The applicant shall accept the offsite runoff and convey to acceptable outlet.
3. The incremental increase in runoff between developed and undeveloped state (100-year) and the nuisance runoff shall be retained within onsite private detention basin and/or drained to

adequate outlet as approved by City and pursuant to Riverside County Flood Control standards.

4. Onsite landscape basin(s) shall be designed in a manner to collect the onsite nuisance runoff in compliance with WQMP Standards.
5. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the lighting and landscape districts. The developer shall maintain all onsite landscaping, street lights, drainage facilities, and street improvements. The proposed offsite streetlights, landscaping, and all offsite drainage facilities shall be maintained by City and cost paid for by the property owners through annexation to lighting and landscaping districts. In the event RCFC does not maintain the proposed offsite drainage facilities, it shall be annexed to City's Flood control District for maintenance. The applicant shall also be responsible to join the District for the maintenance of onsite drainage facilities, no fees other than the cost of one year maintenance shall be assessed unless the owner(s) fail to maintain the system. In this event, the City will continue the onsite annexation.
6. Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.
7. Streetlights shall be installed along all perimeter streets adjacent to this site and all onsite streets as approved by City Engineer per Riverside County and Southern California Edison standards. Onsite streetlights shall be installed per City Standards however the maintenance cost is the responsibility of the owners.
8. This project is located within EMWD's water and sewer service area. The applicant shall install water and sewer facilities as required by EMWD and Fire Department.
9. The applicant shall submit to City Engineer the following for his review:
  - a. Street Improvement Plans
  - b. Signing, Striping (on and offsite)
  - c. Onsite Grading Plans, SWPPP, and Erosion Control Plan
  - d. Water and Sewer Plans
  - e. Drainage Plans, Hydrology and Hydraulic Reports
  - f. Streetlight Plan
  - g. Final WQMP

The project's design shall be in compliance with EMWD and Riverside County Standards and coordinated with approved plans for adjacent developments.

10. All pads shall be graded to be a minimum of 1' above 100-year calculated water surface or adjacent finished grade.
11. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans. Catch basins shall be installed at all intersections and driveways to eliminate nuisance runoff.
12. 6' concrete sidewalk, handicap ramps, and driveways shall be installed pursuant to Riverside County and ADA standards (on and offsite). All driveway approaches shall be constructed per Riverside County standards for Commercial Driveway (Std. 207A) and comply with the ADA requirements.
13. Construction of Master Planned Underground Drainage Facilities, Line A-D and connection to Perris Valley Channel will be required. Prior to start of design of these facilities, the applicant's engineer shall meet with Flood Control to understand to design criteria established by Flood Control for such facilities. All such improvement plans and drainage reports shall be reviewed and approved by RCFC and City of Perris. Installation of catch basins and connection to Line A-D and other underground facilities at the intersection of all new driveways and all existing and proposed intersections along Wilson, Water, Murrieta, and Lisbon shall be required and installed to eliminate nuisance runoff from cross-gutters.
14. All onsite drainage runoff shall be collected via onsite underground facilities and conveyed to proposed master planned facilities.
15. Wilson Avenue from Water Avenue to northerly tract boundary along the east side shall be improved with 20' of new paving and curb/gutter located 22' east of centerline.
16. Water Avenue from Wilson to Murrieta Road along the north side shall be improved with minimum of 18' new paving, curb/gutter located 20' from centerline within 30' half-width dedicated right-of-way.
17. Lisbon Street from Wilson to Murrieta Road along the south side shall be improved with minimum 18' new paving and curb/gutter located 20' south of centerline within 30' half-width dedicated right-of-way. Lisbon Street same reach along the north side shall be improved with minimum of 15' new paving within dedicated right-of-way.
18. Murrieta Road from Lisbon to Water Avenue along the west side shall be improved with minimum of 20' new pavement, curb/gutter located 22' east of centerline within 33' half-width dedicated right-of-way.

19. Existing pavement, curb & gutter along all exterior streets may be acceptable to remain in place as determined by City Engineer and in this event, the pavement shall receive minimum of 2" grind/overlay.
20. All existing and new exterior intersections shall be improved and striped to accommodate a left turn / right turn pocket as determined by City.
21. Adequate signage/traffic calming/stripping shall be installed throughout the site (on and offsite) as determined by City.

Habib Motlagh  
Habib Motlagh  
City Engineer

**Attachment 4**  
**Applicant's Time Extension Request**

March 16, 2023

Mr. Nathan Perez

Senior Planner

City of Perris

135 N. "D" Street

Perris, CA 92570

Re: Request for Extension of Time (EOT) for Tract 36797

Dear Mr. Perez,

As the property owner of the 20 vacant acres of land at the northeast corner of Wilson avenue and Water avenue, we, SA Refka, LLC, respectfully request an extension of time for Tentative Tract Map 36979 for one year. This request is for the fourth of five possible extensions, which would, if approved, extend the expiration date to April 10, 2024.

It is the intention of SA Refka to seek the advancement of engineering towards a final tract map over the course of the coming year. Our efforts in furtherance of this have been impacted by fluctuations in the land market brought on by the COVID-19 pandemic as well as the rapid rise in inflation and corresponding rise in interest rates, which have all impacted the market value of vacant land.

We respectfully request an extension of time for Tract Map 36797, which , if granted, will provide SA Refka, LLC with confidence that the continued pursuit of final engineering will ultimately lead to the construction of single family residences within the City of Perris.

We appreciate your consideration.

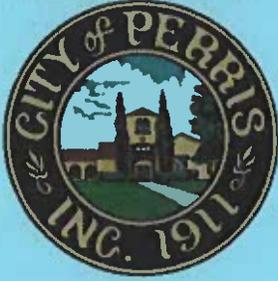
Thank you.

*Emad Bolous*

Signed: SA Refka, LLC

By: Emad Bolous

Its: Manager



# CITY OF PERRIS

10.M.

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** April 11, 2023

**SUBJECT:** Extension of Time No. 22-05388 - An extension of time request for Tentative Tract Map No. 37816 located north of Ethanac Road, south of Field Stone Drive, between Goetz Road and Green Valley Parkway. Applicant: Rick Rush with Tri Pointe Homes.

**REQUESTED ACTION:** APPROVE a one-year Extension of Time (22-05388) for Tentative Tract Map No. 37816 until February 9, 2024, to subdivide 10.6 acres into 97 multi-family residential lots.

**CONTACT:** Kenneth Phung, Development Services Director

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### BACKGROUND/DISCUSSION:

On February 9, 2021, the City Council approved Tentative Tract Map No. 37816 and related Specific Plan Amendment 18-05292 and Development Plan Review 20-00005 to subdivide 10.6 vacant acres into 97 multi-family residential lots, ranging in size from 1,659 to 2,050 square feet, for the construction of courtyard cluster homes development. The project site is located north of Ethanac Road, south of Field Stone Drive, between Goetz Road and Green Valley Parkway. The applicant is requesting their first of six possible one-year extensions of time, extending the expiration of time to February 9, 2024.

### TENTATIVE TRACT MAP EXTENSION:

Pursuant to Section 18.12.090(a) of the City of Perris Municipal Code, tentative maps are allowed to be recorded within 24 months from the date the map was approved or conditionally approved by the City Council unless time extensions are granted before the map expires. In addition, the tentative maps allowed six one-year extensions.

Summarized below are the extensions requested by the applicant along with the Assembly Bill (AB) passed by the state legislature that authorized automatic extensions due to the recent housing shortage declared by the California legislature.

- **Original Approval Date: February 9, 2021 – February 9, 2023** – Approved by City Council; the start of initial 2-year life per subdivision map act.
- **First Extension: February 9, 2023 – February 9, 2024** – EOT 22-05388 was approved on February 23, 2021, by City Council.

The applicant is now requesting the first of six allowed extensions, authorized by the Subdivision Map Act Section 66463.5 (c), to effectively extend the expiration of time to February 9, 2024. The extension is requested by the developer to allow additional time to address the remaining conditions of approval related to the Covenants, Conditions and Restrictions (CC&Rs) and finalization of the Water Quality Management Plan (WQMP). The applicant's goal is to record the map within the next 90 days after the extension of time is approved.

**STAFF REVIEW AND RECOMMENDATION:**

Staff recommends that the City Council approve a one-year Extension of Time (22-05388) to February 9, 2024, for Tentative Tract Map No. 37816. If the subject Tentative Tract Map is not recorded prior to the expiration date or an extension of time is not filed prior to the expiration date of the map, a new Tentative Tract Map application and applicable fees must be submitted to the City for consideration.

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

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

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

Attachments:

1. Vicinity Map
2. Project Plans (TTM 37816 Plan and Architectural Elevations)
3. Conditions of Approval for Tentative Tract 37816 (Informational Purpose)
4. Applicant's Time Extension Request

Consent: X  
Public Hearing:  
Business Item:  
Other:

**ATTACHMENT 1**  
**VICINITY MAP**



Project Site



**ATTACHMENT 2**  
**PROJECT PLANS (TTM 37816 PLAN AND**  
**ARCHITECTURAL ELEVATIONS)**

# Tentative Tract Map 37816



## AMENITIES LEGEND

- 1 SEATING / POINIC
- 2 TOT LOT
- 3 OPEN LAWN
- 4 FINE ART
- 5 ROOCE BALL
- 6 BBQ AREA / POINIC
- 7 DOG WALK
- 8 POOL AREA

LANDSCAPE MASTERPLAN SCALE: 1"=40'



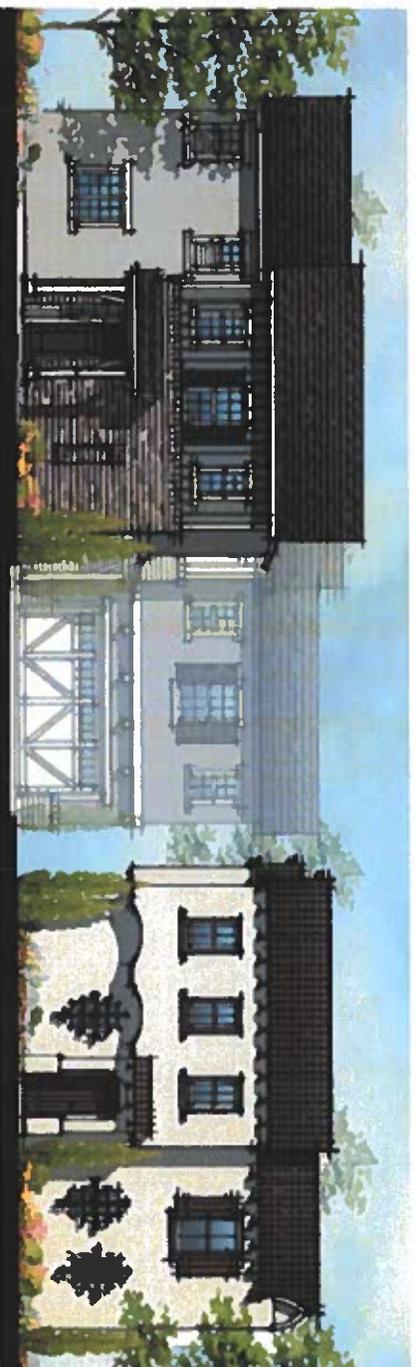
# Tentative Tract Map 37816 & DPR20-0005 – Architecture – Single Family Cluster



Plan 2 | Santa Barbara

Plan 1X | Ranch

Plan 1 | California Bungalow

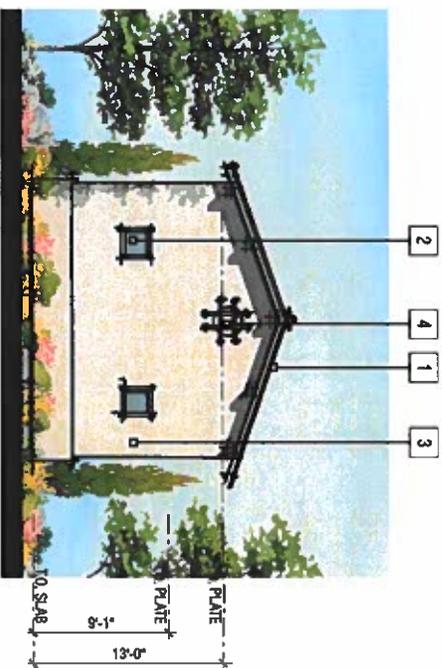
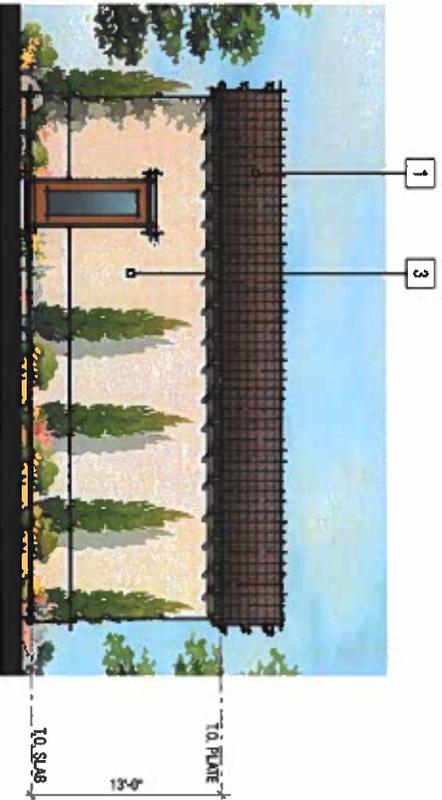
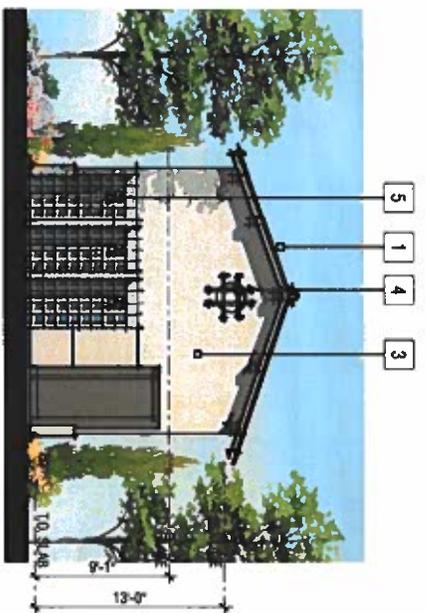
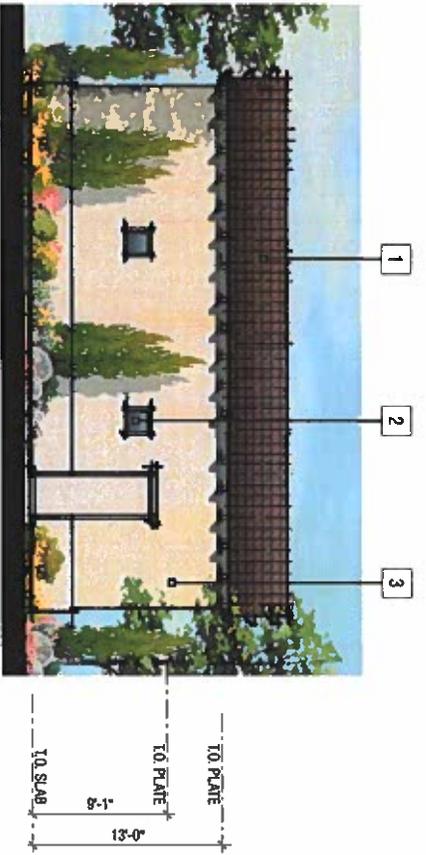


Plan 3 | Ranch

Plan 4 | Ranch

Plan 1 | Santa Barbara

- Keynote Legend**
- 1 S' Tile Roof
  - 2 Vinyl Window
  - 3 Stucco
  - 4 Wrought Iron Detail
  - 5 Ceramic Tile



**Recreation Pool Building | Elevations**

**GREEN VALLEY PA-14**

**ATTACHMENT 3**  
**CONDITIONS OF APPROVAL FOR**  
**TENTATIVE TRACT 37816**  
**(INFORMATIONAL PURPOSE)**

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

**CONDITIONS OF APPROVAL**

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

**December 16, 2020**

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

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

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

**General Requirements:**

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

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

4. **Tract Map Term of Approval (For all Tract Maps).** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Development Services Department at least thirty (30) days prior to the expiration of Tentative Map approval.
5. **Romoland Unified School District.** The proposed subdivision shall adhere to the standard requirements and mitigation fees established by the *Romoland Unified School District*.
6. **Riverside Transit Agency (RTA).** All future bus stop locations, material, architecture, and colors shall conform to the Green Valley Specific Plan.
7. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).
8. **Property Maintenance.** The project shall comply with provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance, and Chapter 7.42 regarding Property Maintenance.
9. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning **Specific Plan Amendment (SPA) 18-05292, Tentative Tract Map 37262 (TTM18-05000), Tentative Tract Map 37722 (TTM19-05233), Tentative Tract Map 37223 (TTM17-05251), Tentative Tract Map 37816 (TTM20-05089), and Development Plan Review (DPR) 20-00005, Tentative Tract Map 37817 (TTM20-05090) and Development Plan Review (DPR) 20-00003, Tentative Tract Map 37818 (TTM20-05118) and Development Plan Review (DPR) 20-00006.** The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
10. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. The applicant shall submit a fire access and fire underground plan prior to construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be

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

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

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

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

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

Name application.

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

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

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

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

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

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

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

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

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

*NOTICE OF AIRPORT IN VICINTIY*

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

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

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

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

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

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

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

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

- l. The maximum height and top point of elevation specified above shall not be amended without further review by the Airport Land Use Commission and the Federal Aviation Administration; provided, however, that reduction in structure height or elevation shall not require further review by the Airport Land Use Commission.
- m. Temporary construction equipment used during actual construction of the structures shall not exceed 47 feet above ground level and a maximum elevation at top point of 1,460 feet above mean sea level for TM37262; shall not exceed a height of 47 feet above ground level and a maximum elevation at top point of 1,461 feet above mean sea level for TM 37722; shall not exceed a height of 49 feet above ground level and maximum elevation at top point of 1,464 feet above mean sea level for TTM37223; shall not exceed a height of 55 feet above ground level and a maximum elevation at top point of 1,475 feet above mean sea level for TTM 37816; shall not exceed a height of 55 feet above ground level and a maximum elevation at top point of 1,474 feet above mean sea level for TTM37817; and shall not exceed a height of 52 feet above ground level and a maximum elevation at top point of 1,472 feet above means sea level for TTM37818, unless a separate notice is provide to the Federal Aviation Administration through the Form 7460-1 process.
- n. Within five (5) days after construction of any individual building reaches its greatest height, FAA Form 7460-2 (Part II), Notice of Actual Construction or Alteration, shall be completed by the project proponent or his/her designee and e-filed with the Federal Aviation Administration. (Go to <https://oeaaa.faa.gov> for instructions.) This requirement is also applicable in the event the project is abandoned or a decision is made not to construct any of the structures.

**34. Walls and Fences (for all Tract Maps).** Prior to issuance of building permits, the developer shall submit and obtain approval form the Planning Division of a block wall/ fence plan and monumentation. The wall and fencing plan including monumentation shall comply with the Green Valley Specific Plan requirements. In addition, the following conditions apply:

- a. **Detention Basins and Storm Drain Facilities.** All enclosed detention basins or storm drain facilities shall have decorative wrought iron fencing with decorative pilasters every 100' feet or perimeter wall corner, or lot line corner. If the detention basin abuts a residential property, a 6' foot decorative block wall is required.
- b. **Wall and fencing.** Wall and fencing for the perimeter and interior property lines that comply with the requirements identified in the Green Valley Specific Plan Design Guidelines. A six-foot high, decorative split-face block wall shall be required for all residential property lines where side or rear yards adjoin a public street, HOA park, public facility. This shall include decorative stone veneer

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

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

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

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

- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
- b. Multiple Species Habitat Conservation Plan fees currently in effect;
- c. Current statutory school fees to all appropriate school districts;
- d. Any outstanding liens and development processing fees owed to the City;
- e. Prior to the issuance of building permits, The developer shall pay all development impact fees, including parks and recreation fees, park facility fees, as outlined from Community Services Conditions of Approval;
- f. Appropriate City Development Impact Fees in effect at the time of development (to include any community services DIF fees and Perris Valley ADP fees);
- g. Appropriate Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development; and

- 38. Landscaping Plans (for all Tract Maps).** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of the Green Valley Specific Plan Landscape section and Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan. The following shall apply:

- a. **Street Trees.** All street trees shall be 24-inch box size or larger, and planted a maximum of 30 feet on center within the parkway. Corner lots shall have three (3) street trees, minimum or one (1) street tree for every 30 lineal feet of street frontage.
- b. **Parkway Landscape and Irrigation.** All parkways shall be provided with landscape and automatic irrigation.
- c. **Front Yard Trees.** A minimum of two (2) fifteen (15) gallon front yard trees shall be provided for each residential lot.
- d. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation. The detention basins shall provide minimum 24" inch box trees with shrubs or combination with ground cover. Perennial grass mix is prohibited.
- e. **Slopes.** Slopes that are 3:1 or steeper and 4 feet or higher, shall have one

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

**Conditions for TM 37262:**

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

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

**Conditions for TTM 37722:**

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

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

**Conditions for TTM 37723:**

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

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

**Conditions for TTM 37816 and DPR20-00005:**

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

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

**Conditions for TTM 37817 and DPR20-00003:**

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

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

**Conditions for TTM 37818 and DPR20-0006:**

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

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

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

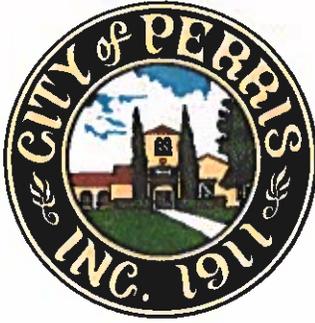
**Prior to Issuance of Occupancy Permits for all tracts:**

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

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

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

**End of conditions**



# CITY OF PERRIS

STUART E. MCKIBBIN, CITY ENGINEER

## CONDITIONS OF APPROVAL

P8-1393  
December 11, 2020  
TM 37816  
Green Valley Specific Plan  
(Lot 14 – TM 24648 – MB 226/90)

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

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

### **General Conditions:**

1. The projects grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.
3. Development of Tract Map 37816 shall comply with all underlying approved Conditions of Approval for the Green Valley Specific Plan.
4. All previously conditioned improvements for Phase 1 and Phase 2 of the Green Valley Specific Plan, as approved by Planning Commission at the July 19, 2017 meeting shall be completed.

**Prior to Recordation of the Final Map:**

5. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.
6. Relinquish and waive rights of access to and from Ethanac Road and Fieldstone Drive on the Final map other than the one opening on Fieldstone Drive as delineated on the approved Tentative Tract Map.
7. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.
8. All easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies and shall continue in force until the City or the appropriate agency accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the City Engineer.
9. Easements shall be dedicated for public utilities and emergency vehicle access for all private streets and drive-isles.
10. Reciprocal access, parking and drainage easements shall be provided and so noted on the Final Map.
11. The following statement shall be added to the Final Map:

NOTICE OF DRAINAGE FEES. Notice is hereby given that this property is located in the San Jacinto River Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483 et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the grading permit or building permit at the rate in effect at the time of issuance of this actual permit.

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

**Prior to issuance of Grading Permit:**

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

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

15. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District (RCFCD) and the City of Perris requirements and standards to include but not be limited to the following:
  - a. onsite drainage facilities located outside of right-of-way if required shall be constructed within dedicated drainage easements. Any work within RCFCD right-of-way shall require their review.
  - b. All drainage facilities, with the exception of nuisance drainage facilities, shall be designed to convey the 100-year storm runoff. At all new and all existing intersections, minimum of 18-inch storm drain pipes and catch basins

shall be installed and shall be connected to existing and proposed storm drain facilities.

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

**Prior to issuance of Building Permit:**

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

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

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

**Prior to issuance of Certificate of Occupancy:**

19. The developer/property owner shall file and process/obtain the LOMR.

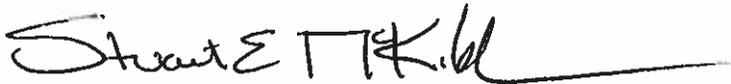
20. Unless already installed by others, Traffic Signals shall be installed at the intersections of:

- Goetz Road and Mapes Road prior to the 1<sup>st</sup> cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
- Ethanac Road and Green Valley Parkway prior to the 333<sup>rd</sup> cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.

21. Fair share contribution shall be paid for Traffic Signals at the intersections of:

- Perris Boulevard and 7<sup>th</sup> Street prior to the 1<sup>st</sup> cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
- Goetz Road and Ellis Avenue prior to the 1<sup>st</sup> cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.

- Ethanac Road and Case Road/Barnett Road prior to the 333<sup>rd</sup> cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
  - Bonnie Drive at I-215 SB Interchange prior to the 751<sup>st</sup> cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
  - Ethanac Road at I-215 NB Interchange prior to the 751<sup>st</sup> cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
22. "A" Street, "C" Street, and "F" Street (Private Local Street – 62'/42') shall be improved to provide for 42-foot asphalt paving (using TI of 5.5 and PG 64-10), 6-inch curb and gutter at 21feet on both sides of centerline with 5-foot wide sidewalk and street lights.
23. "B" Street and "E" Street (Private Local Street – 60'/40') shall be improved to provide for a 14-foot wide raised landscaped median, 20-foot asphalt paving (using TI of 5.5 and PG 64-10) on both sides of the raised landscaped median, 6-inch curb and gutter at 20 feet on both sides of centerline with 5-foot wide sidewalk and street lights.
24. "D" Street (Private Local Street – 54'/42') shall be improved to provide for 42-foot asphalt paving (using TI of 5.5 and PG 64-10), 6-inch curb and gutter at 21 feet on both sides of centerline with 5-foot wide sidewalk on the east side and street lights.
25. Access to "E" Street shall be restricted to right-in/right-out and left-in only. A designated left turn lane shall be constructed on Fieldstone Drive; length of the left turn pocket shall be determined by a Traffic Engineer as approved by the City Engineer.
26. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.



Stuart E. McKibbin  
City Engineer



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

### LANDSCAPE DIVISION

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

# MEMORANDUM

**Date:** December 11, 2020  
**To:** Nathan Perez, Project Planner  
**From:** Michael Morales, CIP Manager

**Subject: Conditions of Approval**

**Specific Plan Amendment (SPA) 18-05292, Tentative Tract Map 37262 (TTM18-05000), Tentative Tract Map 37722 (TTM19-05233), Tentative Tract Map 37223 (TTM17-05251), Tentative Tract Map 37816 (TTM20-00005), and Development Plan Review (DPR) 20-00005, Tentative Tract Map 37817 (TTM20-05090) and Development Plan Review (DPR) 20-00003, Tentative Tract Map 37818 (TTM20-05118) and Development Plan Review (DPR) 20-00006** – A proposal to comprehensively update the Green Valley Specific Plan consisting of; 1) updating architectural and development standards for reviewing development proposals; 2) updating the Land Use Plan to reflect current development constraints of the Riverside Conservation Authority, and the Perris Valley Airport; and 3) approval of three (3) single-family residential tracts, totaling 542 lots over 146 acres, two (2) cluster homes tracts totaling 324 lots over 36.1 acres, and a hybrid tract with 156 cluster homes and a 236 dwelling unit apartment community, totaling 1,258 dwelling units located north of Ethanac Road, south of Case Road, between Goetz Road and Green Valley Parkway. Applicant: Matthew Villalobos, Raintree Investment Corporation.

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1. City landscape maintenance district shall include:

**TM 37223**

- **Murrieta Road** –Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, entry portals, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Green Valley Parkway**- Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Local Street Side Yard Fronting Lot #58, #59, #1, #119, #78, #79** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within

right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.

- **Watson Road-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Bio Retention Basin and Pocket Park -** HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.

**TM 37262 – Previously Annexed to BZ 127, and shall be re-estimated and annexed to included**

- **Previously Annexed to BZ 127-** TM 37262 was previously annexed to BZ 127, and any additional landscape maintenance facilities and improvements not covered under the original benefit zone 127 annexation shall be included in the annexation required under these Conditions of Approval. Additional landscape maintenance facilities and improvements are described in the following paragraphs.
- **Goetz Road –**Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, entry portals, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Green Valley Parkway-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Local Street Side Yard Fronting Lot #1, #9, #10, #35-**Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **West Elm Parkway-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Bio Retention Basin and Open Space Park -** HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.

- **Access Road and DG Trails-** Frontage along existing evacuation channel has been identified in the proposed landscape masterplan as a DG trail. Development of this trail shall meet the minimum standards identified in the City of Perris Parks Trails Master Plan.

**TM 37816**

- **Ethanac Road** –Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls and fences per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median and parkway improvements, “HOA Maintained” landscape and walls within right-of-way.
- **West Elm Parkway-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls and fences per Green Valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median and parkway improvements, “HOA Maintained” landscape and walls within right-of-way.

**TM 37817**

- **Watson Road-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way.
- **Green Valley Parkway-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way.

**TM 37818**

- **Green Valley Parkway-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way.

**TM 37722**

- **Murrieta Road** –Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, entry portals, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Green Valley Parkway-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Local Street Side Yard Fronting Lot #37, #38, #47** Provide for full half width Street, curb gutter, sidewalk,

off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.

- **Bio Retention Basin and Open Space Slope** - HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Access Road and DG Trails**- Frontage along Watson Ditch channel and Murrieta Rd. has been identified in the proposed landscape masterplan as a DG trail. Development of these trails shall meet the minimum standards identified in the City of Perris Parks Trails Master Plan.

2. **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 "CUP Off-site Landscape Plan CUP 19-05128" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

- **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area, including the existing Green Valley Specific Plan Landscape Design Guidelines Section 4.3; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division.
- a. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or GPH flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (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.
- b. **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.
- c. **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.

- d. **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.
  - e. **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.
  - f. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate the both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
  - g. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all mulched areas.
  - h. **Wire Mesh and Gravel At Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.
  - i. **Slopes 3:1 Maximum**- Any proposed slope will not exceed a 3:1 ratio. Slopes exceeding a 3:1 ratio shall require construction of appropriate reinforcing garden walls.
3. **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.

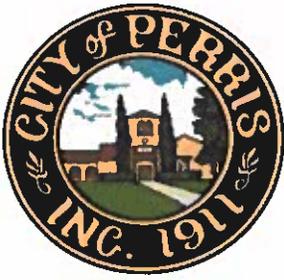
- **Turn-Over Inspection**– On or about the one year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape 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) 956-2120 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with 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.

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 the appropriate deposit amount necessary for all required annexations. 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 any above ground landscaped water quality basins, swales, etc. proposed by the project. In addition, a secondary landscape category identified as HOA maintained on the proposed conceptual landscape plans, except as noted in the Conditions above, shall be annexed and levied in case of default or failure to adequately maintain by the entity responsible for maintenance.
  - **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.



**CITY OF PERRIS**  
COMMUNITY SERVICES

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# MEMO

**To:** Kenneth Phung, Planning Manager  
**From:** Sabrina Chavez, Director of Community Services  
Isabel Carlos, Assistant City Manager  
**cc:**  
**Date:** ~~December 10, 2020~~ Updated January 06, 2021  
**Subject:** Green Valley Specific Plan:  
TTM 37817 (TTM20-05090) and Development Plan Review - #20-00003  
TTM 37816 (TTM20-00005) and Development Plan Review - #20-00005  
TTM 37818 (TTM20-05118) and Development Plan Review - #20-00006  
TTM 37233 (17-05251)  
TTM 37262 (18-05000)  
TTM 37222 (19-05233)

**Applicant:** Matthew Villalobos, Rain Tree

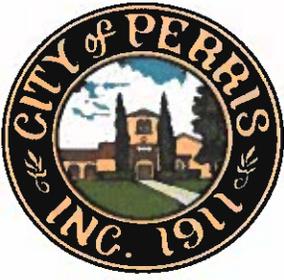
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Green Valley Specific Plan SRC Transmittals and offer the following comment(s):

### **Development Impact Fees – Park Facilities**

The Proposed Projects have single and multifamily residential development projects and is subject to payment of the following fees and conditions:

- The developer shall pay Park Development Impact Fees prior to the issuance of each building permit.
- ~~Complete the construction of Phase 2 park improvements designated for Lots PA 24 (design subject to approval of the Parks and Recreation Committee) and PA 25 (design approved by the Parks and Recreation Committee on October 7, 2020) within the Green Valley Specific Plan, which is further described in Exhibit 1 of these conditions. Park improvements shall commence at the issuance of the 850<sup>th</sup> building permit from the aggregate of Tract Maps 37817, 37816, 37818, 37223, 37262, and 37222, and be completed twelve (12) months thereafter.~~

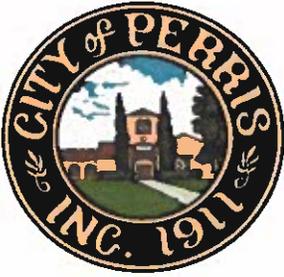


# CITY OF PERRIS

COMMUNITY SERVICES

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- **Park Construction.** The applicant, at its sole cost and expense, shall construct the park improvements as provided in Phases 1 and 2 of the “Overall Green Valley Conceptual Park Plan” approved by the City on October 7, 2020, which is incorporated herein by this reference and shown in Exhibit “A” and as approved by the City (“Park Improvements”). The applicant and City have entered into that certain “Memorandum of Understanding for Dedication of Parkland and Construction of Park Improvements,” dated October 23, 2019, (“MOU”), which is incorporated herein by this reference and shown in Exhibit “B”. In order to implement this condition, the MOU shall be amended prior to final map recordation to include provisions for the construction of the Park Improvements, which shall include, but not be limited to, the following:
  - The MOU shall be amended to include the construction schedule for the Park Improvements (*i.e.*, Phases 1 and 2 of the “Overall Green Valley Conceptual Park Plan” approved by the City on October 7, 2020) and terms relating to park dedication to the City. However, the construction schedule for the Park Improvements shall be approved by the City’s Parks and Recreation Committee prior to the City approving any amendment to the MOU.
  - The applicant may be eligible to receive reimbursement for the cost of the Park Improvements from the Residential Park Facilities Fees paid by the applicant or developer, as applicable, to the City for Tract Nos. 36988, 36989, 37222, 37233, 37262, 37816, 37817, and 37818 as applicable, pursuant to Ordinance No. 953 (“Park Fees”), provided that the Park Fees (i) are available to be used to reimburse the applicant for such costs; (ii) may be used to reimburse the applicant for such costs; and (iii) the City authorizes in writing the use thereof for reimbursement to the applicant for such costs. Any reimbursement provided by the City to the applicant for the costs of construction of the Park Improvements shall be used solely by the applicant for its construction of the Park Improvements. In the event that no funds are available and able to be used to reimburse the applicant as provided above, then the applicant shall not be eligible to receive any reimbursement from any other City funds or sources unless the City’s approves use of such funds in writing.



# CITY OF PERRIS

COMMUNITY SERVICES

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## Trails and Connectivity

The Proposed Projects are required to complete the Class 1 Perris Valley Trail Connection from Goetz Road to Case Road adjacent to the San Jacinto River Trail pursuant to the City of Perris Trails Master Plan. The trail must be consistent with what has already been constructed.

- The applicant must submit the trail plans to the Community Services Department for approval prior to installation of trails improvements.

The applicant is required to submit the application for approval of trail improvements by the Regional Conservation Authority upon the issuance of the 150<sup>th</sup> building permit of either Tract Map, or the aggregate of Tract Maps 37817, 37816, 37818, 37223, 37262, and 37222, and be completed 12 months thereafter. City will assist the developer by providing guidance needed by the developer in obtaining appropriate agency permit approvals for trail improvements.

- The Trail must have a trail head showing all connections from each tract to the proposed San Jacinto Trail, including mile markers at every quarter mile and total mileage.

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

Planning Case File No(s): DEVELOPMENT PLAN REVIEW #20-00005

Case Planner: Nathan Perez (951) 943-5003,

Applicant: MATT VILLALOBOS, RAIN TREE

Location: Located 300 feet East of the Northwest corner of Goetz Road and Ethanac Road

Project: Proposal to subdivide 10 acres into 97 multi-family residential lots.

APN(s): 330-150-010

Reviewed By: David J. Martinez, CBO

Date: 4-27-2020

**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 Residential Code
  - C. 2019 California Electrical Code
  - D. 2019 California Mechanical Code
  - E. 2019 California Plumbing Code
  - F. 2019 California Energy Code.
  - G. 2019 California Fire Code
  - H. 2019 California Green Building Standards Code.
2. Automatic fire suppression systems shall be installed in all new construction when the gross area of the building exceeds 3,500 sf.
3. The proposal indicates that there is one existing parcel that WILL be subdivided into 97 multi-family residential lots associated with the project. These lots will have to be recorded or prior to the building permit being issued.
4. You will be required to provide proper fire access to the entire site.
5. The entire site development will have to comply with the ADA and Title 24 Access regulations.

## **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**

**ATTACHMENT 4**  
**APPLICANT'S TIME EXTENSION REQUEST**

March 3, 2023

Lupita Garcia – Associate Planner  
City of Perris  
135 N. "D" Street  
Perris, CA 92570

**Subject: Tentative Tract Map 37816 Extension of Time Request**

Dear Ms. Garcia,

Tri Pointe Homes has submitted an extension of time application for Tentative Tract Map 37816. The request is needed so that we can address all the remaining conditions of approval. Our intent is to have the final map recorded within the next 90 days. Should you have any questions or need any further information please feel free to reach out to me.

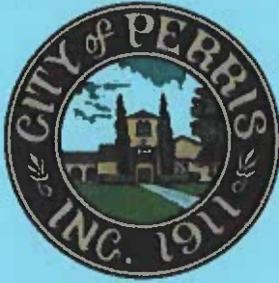
Feel free to contact me with any questions at (951) 539-5294.

Sincerely,

Tri Pointe Homes



Rick Rush  
Project Manager



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:**

April 11, 2023

**SUBJECT:**

Second Reading of Ordinance No. 1425 approving Development Agreement 22-05297 for specific project improvements and community benefits, and Specific Plan Amendment (SPA) 21-05218 to rezone 42.22 acres of a larger 49.17 acre site from Business Park Office (BPO) Zone and Commercial (C) Zone to Light Industrial (LI) Zone, and to remove a paper street from the Circulation Plan in the Perris Valley Commerce Center Specific Plan (PVCCSP), located on the southerly side of Ramona Expressway between Nevada Road and Webster Avenue to facilitate the construction of a 950,224 square-foot industrial facility and a commercial development. (APNs: 317-120-021, 317-130-017, -021, -025 and -048. Applicant: Daniel Sachs of DECA Perris Land Co, LLC.

**REQUESTED ACTION:**

Second Reading and Adoption of Ordinance No. 1425 approving Development Agreement 22-05297 and Specific Plan Amendment 21-05218 to change the land use designation of 42.22 acres of a larger 49.17-acre site from BPO Zone to LI Zone based upon the findings and information contained in this submittal.

**CONTACT:**

Kenneth Phung, Director of Development Services

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**BACKGROUND/DISCUSSION:**

The City Council, at its meeting on March 14, 2023, voted 4-1 to introduce the first reading of Ordinance No. 1425 to approve Development Agreement 22-05297 to include community benefits and Specific Plan Amendment 21-05218 to change the land use designation of 42.22 acres of a larger 49.17-acre site from BPO Zone to LI Zone and to remove a paper street from the Circulation Element to facilitate the construction of a 950,224 square-foot industrial building and 37,215 square foot commercial development. Concurrently, Resolutions were adopted: 1) to approve project related Tentative Parcel Map 38292 (TPM-38292), Development Plan Review (DPR) 21-00013, and Conditional Use Permit (CUP) 21-05216; and 2) to certify the project specific EIR and adopt a Statement of Overriding Considerations.

As part of the Project approval, the City Council amended Condition of Approval #37 requiring one tree for every 2,500 square feet of the industrial building area. Thus, Planning Condition of Approval #37 has been revised as follows:

**37 Off-Site Tree Planting or Funding.** To promote the City's tree planting initiative currently underway to make Perris GREEN providing positive benefits to the local environment from air quality to shading, the developer shall plant one 24 inch size tree per 2,500 square feet of building size to include irrigation lines and controllers at an off-site location to be determined by the City (i.e., City right-of-way, parks, etc.) or provide funding equivalent to such cost at the discretion of the City prior to issuance of building permits.

**RECOMMENDATION:**

Staff is recommending approval of the second reading of Ordinance No. 1425. Upon adoption of the Ordinance to approve the Development Agreement and Specific Plan Amendment to amend the Perris Valley Commerce Center Specific Plan (PVCCSP), the Ordinance will become effective on May 11, 2023.

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**BUDGET (or FISCAL) IMPACT:** All costs associated with the Project are borne by the applicant.

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Prepared by: Douglas Fenn, Contract Planner  
**REVIEWED BY:** Patricia Brenes, Planning Manager

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

- Attachments:
1. Ordinance Number No. 1425 Adopting Specific Plan Amendment and Development Agreement (Specific Plan Land Use Maps and Development Agreement)
  2. Final Conditions of Approval (Revised Planning Conditions, Engineering, Public Works, Building & Safety, Fire, and Community Services)
  3. Project Plans (Site Plan, Tentative Parcel Map, Building Elevations, and Conceptual Landscape Plan) - Informational Purpose
  4. City Council Agenda Submittal (without exhibits) – Dated March 14, 2023

*(Due to the size of the files, the documents are located at the following webpage link):*

[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206_1313_479)

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

# **ATTACHMENT 1**

**Ordinance Number No. 1425  
Specific Plan Amendment (SPA) Land Uses and  
Development Agreement**

**ORDINANCE NUMBER \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 21-05218 TO REZONE 42.22 ACRES OF A LARGER 49.17-ACRE SITE FROM BUSINESS PARK OFFICE (BPO) ZONE AND COMMERCIAL (C) ZONE TO LIGHT INDUSTRIAL (LI) ZONE AND TO REMOVE A PAPER/UNIMPROVED STREET, DAWES AVENUE, FROM THE CIRCULATION PLAN IN THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN (PVCCSP) AND APPROVING DEVELOPMENT AGREEMENT 22-05297 FOR SPECIFIC PROJECT IMPROVEMENTS AND COMMUNITY BENEFITS TO FACILITATE THE DEVELOPMENT OF A 950,224 SQUARE FOOT INDUSTRIAL WAREHOUSE AND 37,215 SQUARE FOOT COMMERCIAL DEVELOPMENT PROJECT AND MAKING FINDINGS IN SUPPORT THEREOF.**

**WHEREAS**, the applicant, Daniel Sachs, of Perris Land Co, LLC, filed a Specific Plan Amendment (“SPA”) 21-05218 for a request to amend the Perris Valley Commerce Center Specific Plan (“PVCCSP”) to rezone 42.22 acres of a larger 49.17-acre site from Business Park Office (BPO) and Commercial (C) to Light Industrial (LI) (with approximately 16.24 of 23.19 acres being rezoned from Commercial to Light Industrial) to facilitate the construction of an industrial development known as the Ramona Gateway Project including a 950,224 square foot warehouse building and a 37,215 square foot commercial center;

**WHEREAS**, California Government Code Sections 65864 *et seq.* authorize the City of Perris (“City”) to enter into binding development agreements and amendments thereto with persons have a legal or equitable interest in real property for the development of such property;

**WHEREAS**, the applicant has also requested the City enter into related Development Agreement (“DA”) 22-05297 for specific project improvements and community benefits;

**WHEREAS**, the proposed SPA 21-05218 and DA-22-05297 (the “Project”) are consistent with the goals, policies, and implementation measures outlined in the General Plan; and

**WHEREAS**, and an Environmental Impact Report (“EIR”) (State Clearinghouse No. 2022040023) was prepared for the Project; and

**WHEREAS**, by Resolution Number (*next in order*), the City Council certified the EIR for the Project; and

**WHEREAS**, on February 15, 2023, the Planning Commission conducted a duly noticed public hearing on the Project and, at the meeting, recommended approval of the Project after considering all oral and written public testimony submitted by members of the public and City staff including materials in the agenda submittal and accompanying documents; and

**WHEREAS**, on March 14, 2023, the City Council conducted a duly noticed public hearing on the project, at which time all interested persons were given full opportunity to be heard to present evidence; and

**WHEREAS**, before taking action, the City Council has heard, been presented with, and reviewed all of the information and data which constitutes the administrative record for the approvals as mentioned earlier, including all oral and written evidence presented to the City during all project meetings and hearings; and

**WHEREAS**, all other legal prerequisites to adopting this Ordinance have occurred.

**NOW, THEREFORE**, the City Council of the City of Perris hereby ordains as follows:

**Section 1.** The above recitals are true and correct and incorporated herein as if set forth in full.

**Section 2.** City Council Resolution No. (*next in order*) found that all the requirements of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines, and the City’s Local CEQA Guidelines have been satisfied in the EIR, which is sufficiently detailed so that all of the significant environmental effects of the Project have been adequately evaluated. Further, City Council Resolution (*next in order*) certified the EIR and adopted the Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations. Therefore, City Council Resolution no. (*next in order*) findings related to, certification of the EIR, and adoption of the related Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations for the Project 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 information (including all attachments and exhibits) presented at its public hearing on February 15, 2023, the City Council finds the following concerning Specific Plan Amendment 21-05218 and Development Agreement 22-05297:

**Specific Plan Amendment 21-05218**

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 achieve the vision established by the Perris General Plan Goal is consistent with General Plan Goal III, Policy III. A.4, of the General Plan Land Use Element, which requires developers to be primarily responsible for improvement of streets, of developing commercial and industrial uses for the benefit of the residents. The proposed Light Industrial land use designation and business 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 open to the City of Perris residents at any time, and public transportation is also available. Employees living close to the Project site can bicycle to work; 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 address the following issues in detail adequately.*

*a. The distribution, location, and extent of land uses, 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, developed with similar warehouse facilities. The provision for open space only applies to industrial or business park development, and no land is set aside for parks in the PVCCSP. However, park fees have been adopted for industrial development and will be collected at the issuance of building permits for an industrial project in the PVCCSP to pay for the 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, a Class I lane was installed 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 encourage further employee use of this trail, twenty bike racks will 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 public and private transportation components, 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 use; 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 to reflect a change in land use designation of 42.22 acres from Business Park Office (BPO) and Commercial (C) to Light Industrial (LI) for the property bound by Ramona Expressway to the north, Webster Avenue to the east, and Nevada Road to the west.

*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 Environmental Impact Report (EIR) with a Mitigation, Monitoring, and Reporting Program (MMRP) was prepared for the Project and adequately provided 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 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 in paragraphs a, b, c, and d above.

#### Development Agreement 22-05297

- 1) Development Agreement 22-05297 complies with Government Code section 65867.5(b) in that the provisions of the Development Agreement are consistent with the City's General Plan and any applicable special plans.

Development Agreement 22-05297 implements the Project consistent with the General Plan and Light Industrial zoning and the area's existing land uses.

- 2) Development Agreement 22-05297 is consistent with the objectives, policies, general land uses, programs specified in the General Plan and the PVCCSP.

In addition to Development Agreement 22-05297 is consistent with the General Plan and zoning, the Project is consistent with General Plan Goal III, Policy III. A.4, of the General Plan Land Use Element, which requires developers to be primarily responsible of for improvement of streets, of developing commercial and industrial uses for the benefit of the residents.

- 3) The proposed Project site is physically suitable for the proposed development type, including but not limited to parcel size, shape, access, and availability of utilities and services.

The proposed Project is physically suitable for parcel size, shape, access, and availability to utilities and services, as the site is located on the southerly side of Ramona Expressway between Nevada Road and Webster Avenue. Utility service connections are available to service the area and will be designed, installed, and maintained consistent with City and service agency requirements.

- 4) The proposed development agreement will not be detrimental to the health, safety and general welfare.

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 public health, safety, and general welfare through the conditions of approval and mitigation measures, which will ensure that the Project is developed in compliance with City and affected service agency codes and policies and mitigate potential impacts to the environment.

- 5) Development Agreement 22-05297 will promote and encourage the development of the proposed Project by providing a greater degree of requisite certainty.

Development Agreement 22-05297 assures the current landowner is now responsible for improvements and gives certainty to the City and developer regarding what is required to develop the land.

**Section 5.** Approval of SPA 21-05218 and DA 22-05297. Based upon the forgoing and all oral and written statements and reports presented by City staff and members of the public, including but not limited to such statements and reports presented at the City Council's public hearing on March 14, 2023, the City Council hereby approves Specific Plan Amendment 21-05218 and Development Agreement 22-05297 relating to the Project. Specific Plan Amendment 21-05218 and Development Agreement 22-05297 are attached as Attachment 1 and incorporated herein by this reference.

**Section 6.** Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

**Section 7.** Effective Date. This Ordinance shall take effect 30 days after its adoption.

**Section 8.** Certification. The City Clerk shall certify the passage and adoption of this Ordinance and cause the same to be posted at the designated locations in the City of Perris.

**ADOPTED, SIGNED, and APPROVED this \_\_\_\_ day of \_\_\_\_, 2023.**

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ATTEST:

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City Clerk, Nancy Salazar  
 STATE OF CALIFORNIA    )  
 COUNTY OF RIVERSIDE    ) §  
 CITY OF PERRIS            )

I, **Nancy Salazar**, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number \_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the \_\_\_ day of \_\_\_\_\_ 2023, by the following called vote:

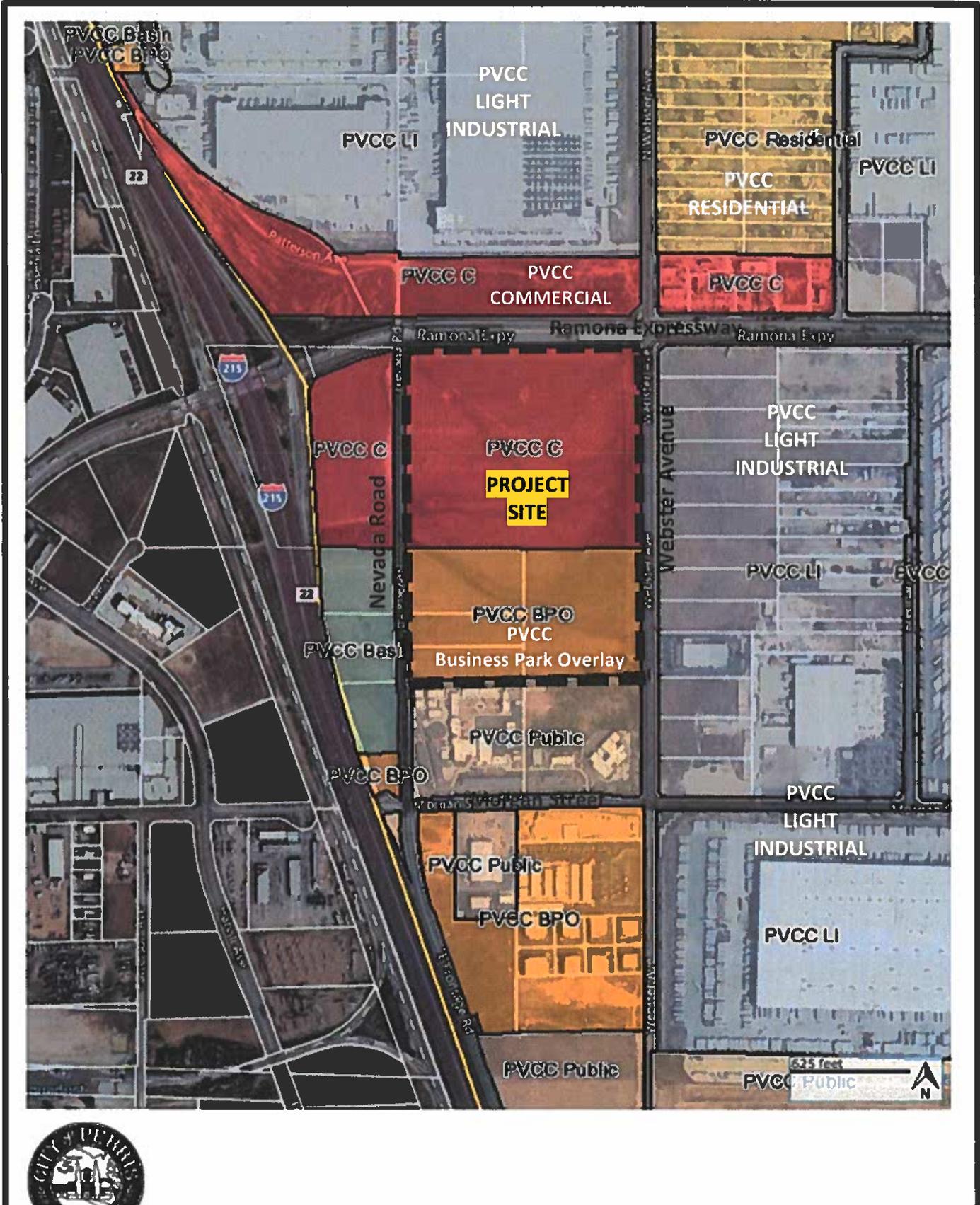
- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

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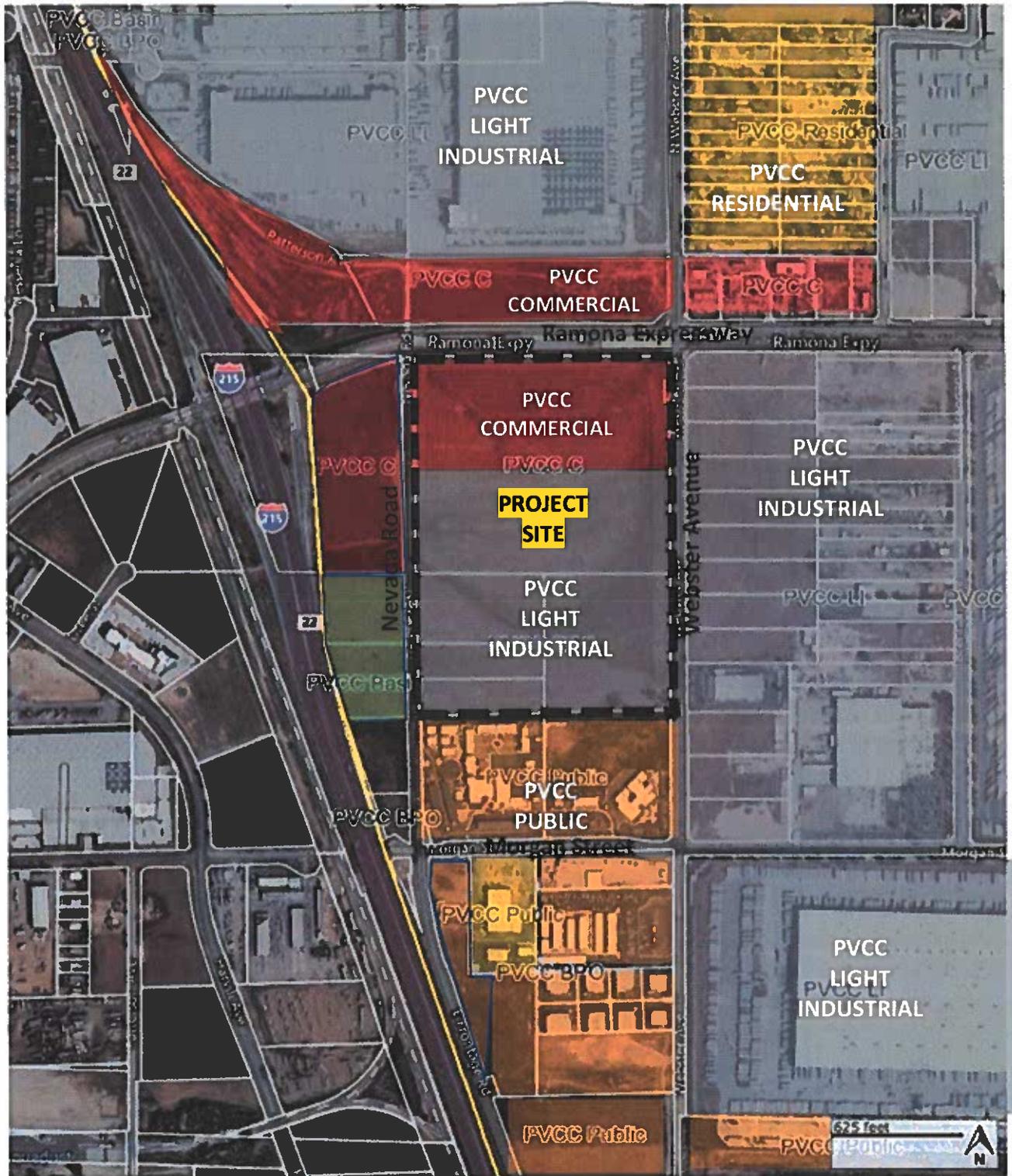
City Clerk, Nancy Salazar

**Attachments:** Specific Plan Amendment Land Use Map  
 Development Agreement

# Existing Land Use Map



# Proposed Land Use Map



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Perris  
101 N. D Street  
Perris, CA 92570

Attention: City Clerk

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APNs:

(Space Above For Recorder's Use)

Exempt from Recording Fees pursuant to Government Code Section 27383

**DEVELOPMENT AGREEMENT  
(Ramona Gateway Commerce Center)**

**between**

**CITY OF PERRIS,  
a California general law city and municipal corporation**

**and**

**PERRIS LAND CO, LLC,  
a Delaware limited liability company**

**Reference dated as of \_\_\_\_\_, 2023**

## TABLE OF CONTENTS

	<u>Page</u>
RECITALS .....	1
1. DEFINITIONS AND EXHIBITS.....	2
1.1 Definitions .....	2
1.2 Exhibits .....	5
2. GENERAL PROVISIONS .....	6
2.1 Binding Effect of Agreement.....	6
2.2 Term.....	6
2.3 Extension of Term .....	6
2.4 Upon extension of the Term in accord with this Section 2.3, City will execute, in recordable form, any instrument which Developer may reasonably require to evidence the extension. Assignment and Transfer .....	6
2.5 Voluntary Amendment or Cancellation of Agreement.....	7
2.6 Termination.....	7
2.7 Representations and Warranties .....	7
2.8 Notices .....	8
3. DEVELOPMENT OF THE PROPERTY .....	9
3.1 Vested Right to Develop.....	9
3.2 Effect of Agreement on Land Use Regulations; Development Exactions; Development Plan; Submittal of Subsequent Development Approvals .....	9
3.3 Timing of Development; Public Improvements Phasing.....	10
3.4 Changes and Amendments to Existing or Subsequent Development Approvals .....	11
3.5 Reservations of Authority.....	11
3.6 Subsequent Development Approvals.....	12
3.7 Modification or Suspension by State or Federal Law .....	12
3.8 City Acquisition of Offsite Real Property Interests.....	13
3.9 Future Use of EIR.....	14
3.10 City Acceptance of Project Offsite Public Improvements.....	14
3.11 Third Party Permits and Approvals and Utilities.....	14
4. PUBLIC BENEFITS .....	14
4.1 Development Impact Fees .....	14
4.2 Project Objectives .....	15
4.3 Credit/Reimbursement for Offsite Improvements .....	16
4.4 Offsite Improvements .....	16
4.5 Welcome Sign Construction .....	17
4.6 Financial Contributions .....	17
5. INTENTIONALLY OMITTED .....	17
6. REVIEW FOR COMPLIANCE .....	17
6.1 Periodic Review .....	17

	<u>Page</u>
6.2	Procedure ..... 18
6.3	No Waiver..... 18
6.4	Proceedings for Modification or Termination ..... 18
6.5	Hearing on Modification or Termination ..... 18
6.6	Certificate of Agreement Compliance ..... 19
6.7	No Cross-Defaults ..... 19
7.	INTENTIONALLY OMITTED ..... 19
8.	DEFAULT AND REMEDIES ..... 19
8.1	Remedies in General ..... 19
8.2	Specific Performance ..... 20
8.3	Release ..... 20
8.4	City’s Termination of Agreement or Exercise of Other Remedies Upon Developer’s Default ..... 20
8.5	Developer’s Termination of Agreement or Exercise of Other Remedies Upon City’s Default ..... 20
8.6	Informal Resolution ..... 21
9.	THIRD PARTY LITIGATION ..... 21
9.1	Defense of Third Party Litigation ..... 21
9.2	Extension of Term ..... 21
10.	MORTGAGEES ..... 21
10.1	Mortgagee Protection ..... 21
11.	INSURANCE; INDEMNIFICATION ..... 22
11.1	Insurance ..... 22
11.2	Indemnification ..... 24
12.	MISCELLANEOUS PROVISIONS ..... 25
12.1	Recordation of Agreement ..... 25
12.2	Entire Agreement ..... 25
12.3	Estoppel Certificates ..... 25
12.4	Severability ..... 25
12.5	Interpretation and Governing Law ..... 25
12.6	Section Headings ..... 26
12.7	Singular and Plural ..... 26
12.8	Including ..... 26
12.9	Time of Essence ..... 26
12.10	Calendar Periods ..... 26
12.11	Waiver ..... 26
12.12	No Third Party Beneficiaries ..... 26
12.13	Permitted Delays ..... 26
12.14	Successors in Interest ..... 26
12.15	Counterparts ..... 26

	<b><u>Page</u></b>
12.16 Jurisdiction and Venue .....	27
12.17 Project as a Private Undertaking.....	27
12.18 Further Actions and Instruments .....	27
12.19 Eminent Domain.....	27
12.20 Attorneys' Fees.....	27
12.21 Authority to Execute.....	27

## DEVELOPMENT AGREEMENT

### (Ramona Gateway Commerce Center)

This Development Agreement (Ramona Gateway Commerce Center) ("Agreement") is entered into between the CITY OF PERRIS, a California general law city and municipal corporation ("City"); and PERRIS LAND CO, LLC, a Delaware limited liability company ("Developer"). This Agreement is dated as of \_\_\_\_\_, 2023 for reference only. This Agreement will not become effective until the "Effective Date" (defined below). City and Developer are entering into this Agreement in reliance on the facts set forth in the Recitals, below.

### RECITALS

A. City is authorized under Government Code Section 65864, *et seq.* ("Development Agreement Law") to enter into binding development agreements with persons having legal or equitable interests in real property for the development of that property.

B. Developer owns or has an equitable interest in real property consisting of the approximately fifty (50) gross acres of land ("Property") described on the attached Exhibit A and depicted on the attached Exhibit B ("Site Plan").

C. Developer applied to City for approval and enactment of this Agreement as the primary governing instrument for the development and use of the Property. The City Planning Commission ("Planning Commission") and the City Council ("City Council") have conducted public hearings and have found that this Agreement is consistent with City's General Plan ("General Plan"), including the General Plan Land Use Element.

D. On \_\_\_\_\_, 2023, the City Council adopted Ordinance No. \_\_\_\_ - \_\_\_\_ ("Enacting Ordinance"), which approved this Agreement.

E. By adopting the Enacting Ordinance, the City Council elected to exercise its governmental powers with regard to the Development of the Property at the present time rather than later. This Agreement binds City and future City Councils and limits the City Council's future exercise of its police powers. This Agreement has been found by the City Council to be fair, just and reasonable and in the best interests of City's citizens and the health, safety and welfare of the public.

F. City has complied with all California Environmental Quality Act (California Public Resources Code Section 21000, *et seq.*) ("CEQA") requirements with respect to the approval of this Agreement and of the Project, through the City Council's approval and certification of the "Ramona Gateway Project Environmental Impact Report (SCH 2022040023)" ("EIR").

G. Developer proposes to subdivide and develop the Property with a maximum of eight (8) retail buildings totaling approximately 37,215 square feet on 6.95 net acres ("Retail Project") and one (1) industrial/warehouse building totaling approximately 950,224 square feet on 42.4 gross acres ("Industrial Project") and has obtained City's approval of the following Development Approvals: Conditional Use Permit (PLN21-05216); Development Plan Review

(DPR21-00013); Specific Plan Amendment (PLN21-05218); and Tentative Parcel Map (PLN21-05219 and PLN21-05220).

H. All of City’s prior actions and approvals with regard to this Agreement complied with all applicable legal requirements related to notice, public hearings, findings, votes, and other procedural matters.

I. The development of the Property in accordance with this Agreement will provide substantial benefits to City. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Property, ensures the progressive installation of necessary public improvements to serve the Project, and serves the purposes of the Development Agreement Law.

## 1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following initially capitalized terms used in this Agreement have the following meanings:

“Agreement” means this Development Agreement and all attachments and exhibits thereto.

“Annual Monitoring Report” has the meaning ascribed to the term in Section 6.1.

“CEQA” has the meaning ascribed to the term in Recital F.

“Certificate of Agreement Compliance” or “Certificate” has the meaning ascribed to the term in Section 6.6.

“Certificate of Occupancy” means a document issued by City’s Building Department, certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

“City” means the City of Perris, a California general law city and municipal corporation, its successors and assigns, and its related or subordinate boards, commissions, and entities.

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

“Construct and Dedicate” means the obligation to acquire all necessary real property interests required for, to construct in accordance with City-approved plans and specifications, and to thereafter dedicate to City in accordance with City’s standards, practices and requirements for the dedication of public improvements, the applicable public improvement to which the term “Construct and Dedicate” is made applicable by this Agreement, all at no cost or expense to City. Developer’s obligation to Construct and Dedicate will be fulfilled only upon City’s inspection and acceptance of the dedicated improvement into City’s system of public improvements.

“Developer” means Perris Land Co, LLC, a limited liability company, its successors and assigns.

**“Development”** means the subdivision and improvement of the Property for the purposes of constructing or reconstructing the public and private structures, improvements and facilities comprising the Project, including, but not limited to: grading; the construction or reconstruction of infrastructure and public and private facilities related to the Project, whether located within or outside the Property; the construction or reconstruction of buildings and structures; and, the installation of landscaping. **“Development”** does not include the maintenance of any building, structure, improvement or facility after its construction and completion.

**“Development Agreement Law”** has the meaning ascribed to the term in Recital A.

**“Development Approvals”** mean all site-specific (meaning specifically applicable to the Property only and not generally applicable to some or all other properties within the City) plans, maps, approvals, permits and other entitlements applicable to the Development of the Property, including, but not limited to: specific plans and specific plan amendments; tentative and final subdivision and parcel maps; conditional use permits, public use permits and site plans; zoning; variances; and, grading and building permits. The term Development Approvals does not include (i) rules, regulations, policies, and other enactments of general application within the City authorized to be applicable to the Property pursuant to this Agreement, or (ii) any matter where City has reserved authority under this Agreement.

**“Development Exactions”** mean any monetary or non-monetary exaction or mitigation measure, including a Development Impact Fee, imposed by City in connection with a Development Approval or in connection with the granting of any other right, privilege or approval pertaining to the Project, including requirements for land dedication or for public construction either within or outside the Property.

**“Development Impact Fee”** means a monetary payment authorized by Government Code Section 66001, *et seq.*, whether imposed legislatively on a broad class of development projects or on an ad hoc basis to a specific development project.

**“Development Plan”** means the proposed plan for Development of all or a portion of the Property pursuant to the Existing Development Approvals and Subsequent Development Approvals, in accord with the Existing Land Use Regulations and applicable Subsequent Land Use Regulations, subject to the Reservations of Authority.

**“Effective Date”** means the date which is thirty (30) days following the second reading and adoption of the Enacting Ordinance.

**“EIR”** has the meaning ascribed to the term in Recital F.

**“Enacting Ordinance”** has the meaning ascribed to the term in Recital D.

**“Existing Development Approvals”** mean all Development Approvals approved or issued by City prior to or the same day as the second reading and adoption of the Enacting Ordinance, including the Development Approvals described in Recital G. **“Existing Development Approvals”** do not include the EIR.

**“Existing Land Use Regulations”** mean all Land Use Regulations in effect as of the second reading and adoption of the Enacting Ordinance.

**“General Plan”** has the meaning ascribed to the term in Recital C.

**“Land Use Regulations”** mean all ordinances, resolutions, codes, rules, regulations and official written policies of the City and/or any subsidiary district of the City and/or any joint powers authority or council of governments of which the City is a member which affect, govern, or apply to land development and use of the Property, including those governing: the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; development impact fees; design, improvement and construction standards applicable to the Development of the Property; and the reservation or dedication of land for public purposes, all as may be modified or supplemented pursuant to this Agreement. **“Land Use Regulations”** do not include any ordinance, resolution, code, rule, regulation or official policy governing: the conduct of businesses, professions, and occupations; taxes and assessments; the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or the exercise of the power of eminent domain.

**“Lot”** means any legally subdivided lot of the Property which is intended for commercial or industrial uses.

**“Minor Amendment”** has the meaning ascribed to the term in Section 3.4.A.

**“Mitigation Monitoring and Reporting Program”** or **“MMRP”** means the mitigation monitoring and reporting program for assessing and ensuring compliance with required mitigation measures, which was approved by City Resolution No. \_\_\_\_ - \_\_, on \_\_\_\_\_, 2023 in conjunction with the City Council’s certification of the EIR.

**“Mortgagee”** means a mortgagee of a mortgage, a beneficiary under a deed of trust, or any other security-device lender, and their successors and assigns.

**“Notice”** has the meaning ascribed to the term in Section 2.7.a.

**“Parties”** mean City and Developer, collectively.

**“Party”** means either City or Developer, individually.

**“Permitted Delay”** means delays in a Party’s performance due to: changes in local, state or federal laws or regulations (other than changes expressly permitted by this Development Agreement); strikes or the inability to obtain materials; delays caused by governmental agencies in issuing permits and approvals; third party litigation, a development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies to prohibit Development of the Property; civil commotion, fire, acts of God, war, lockouts, riots, floods, earthquakes, epidemic, quarantine, freight embargoes, and/or failure of contractors to perform; any third-party court action to set aside or modify the Existing Development Approvals; or, other circumstances beyond a Party’s reasonable control and which substantially interfere with either Party’s ability to perform its obligations under this Agreement. **“Permitted Delays”** do not include

delays attributable to Developer's inability to obtain funds or financing or due to changes in market conditions or demands, whether or not foreseeable as of the Effective Date.

The period of a "Permitted Delay" will commence to run on the date the Permitted Delay begins. The period of the Permitted Delay will end when the circumstances giving rise to the Permitted Delay are eliminated or mitigated. The Party alleging the Permitted Delay will exercise commercially reasonable efforts to eliminate or mitigate the circumstances giving rise to the Permitted Delay.

"Person" means and refers to any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind, including City and Developer.

"Planning Commission" means the Planning Commission of the City of Perris.

"Project" means the Development of the Property in accord with the Development Plan, as the Development Plan may be further defined, enhanced or modified in accordance with this Agreement. The "Project" includes the "Retail Project" and the "Industrial Project" described in Recital G.

"Property" means the real property described on Exhibit A and depicted on Exhibit B.

"Reservations of Authority" mean the rights reserved to City under Section 3.5.

"Site Plan" has the meaning ascribed to the term in Recital B.

"Subsequent Development Approvals" mean all Development Approvals approved by City subsequent to the Effective Date.

"Subsequent Land Use Regulations" mean all Land Use Regulations adopted and effective after the Effective Date.

"Term" has the meaning ascribed to the term in Section 2.2, and includes any extension authorized by Section 2.3.

"Transfer" has the meaning ascribed to the term in Section 2.5.

"Transferee" has the meaning ascribed to the term in Section 2.5.

"Transferor" has the meaning ascribed to the term in Section 2.5.

Other initially capitalized terms used in this Agreement but not otherwise set forth in Paragraph A, above, will have the meaning given to those terms where they first appear in this Agreement.

1.2 Exhibits. The following documents are attached to a part of this Agreement:

Exhibit A      Legal Description of Property

- Exhibit B      Site Plan
- Exhibit C      Depiction of Retail Backbone and Frontage Improvements
- Exhibit D      Planning, Public Works, and Engineering Conditions of Approval
- Exhibit E      Welcome Sign Design Concept

2.      GENERAL PROVISIONS.

2.1      Binding Effect of Agreement. The Property is made subject to this Agreement and the Development of the Property may be carried out in accordance with this Agreement. The benefits and burdens of this Agreement touch and concern the Property and bind Developer and all future owners of all or any portion of the Property.

2.2      Term. The term (“Term”) of this Agreement will commence on the Effective Date and will expire on the tenth (10th) anniversary of the Effective Date, unless terminated sooner by operation of some other provision of this Agreement or extended in accord with Section 9.2.

2.3      Extension of Term.

Upon Developer’s request made by Notice given no earlier than six (6) months, but no later than two (2) months, prior to expiration of the original Term, the Term of this Agreement shall be extended for one (1) additional five (5) year period beyond the original Term, so long as:

a.      Developer is not, as of the giving of the Notice, in material uncured breach of this Agreement and is not in the process of curing said breach, as determined by City following a special review pursuant to Article 6, so long as City undertakes the special review on its own initiative and completes the special review no later than six (6) months prior to expiration of the original Term; and,

i.      Construction of one or more of the parcels in the Retail Project has been completed and the retail business(es) is/are in operation and open to the public. .

2.4      Upon extension of the Term in accord with Section 2.3, City will execute, in recordable form, any instrument which Developer may reasonably require to evidence the extension.

2.5      Assignment and Transfer. Developer may sell, lease, license, hypothecate, transfer, or assign (any or all of the foregoing, individually and collectively, “Transfer”) the Property in whole or in part (provided that no partial Transfer may violate the Subdivision Map Act, Government Code Section 66410, *et seq.*) to any Person at any time; provided that any Transfer shall be subject to City’s reasonable review and approval, which approval shall not be unreasonably withheld. City’s approval or disapproval must be by Notice and must be given within thirty (30) days after the Transferor submits Notice to City describing the proposed Transfer and the Transferee. If City fails to provide Notice within the thirty (30) day period, then City’s approval will be deemed to be irrevocably given and the Transferor and the Transferee may rely on City’s deemed approval. As used in this Agreement, the term “Transferor” means the Person

(including Developer) making the Transfer and the term “Transferee” means the Transfer recipient. No Transfer of any right or interest in this Agreement may be made unless made together with the Transfer of all or a part of the Property. City will execute (in recordable form, if necessary) and deliver those releases, consents, and other instruments as may be requested by a Transferor, a Transferee, or any Mortgagee to evidence the assignments and releases described in this Section 2.5.

2.6 Voluntary Amendment or Cancellation of Agreement. This Agreement may be voluntarily amended or cancelled in whole or in part only with the written consent of City and all Persons holding fee title to that portion of the Property to which the amendment or cancellation will apply. The amendment or cancellation process must comply with Government Code Section 65868. This Section 2.6 does not limit the operation of Government Code Section 65869.5.

2.7 Termination. This Agreement will automatically terminate upon the occurrence of any of the following events:

- i. The expiration of the Term.
- ii. The entry of a final judgment setting aside, voiding or annulling the City Council’s adoption of the Enacting Ordinance.
- iii. The adoption of a referendum measure overriding or repealing the Enacting Ordinance.
- iv. The completion of the Project, as evidenced by the issuance of all required Certificates of Occupancy and the acceptance of all required public dedications.
- v. Upon a Party’s election to terminate this Agreement under Section 8.4 and Section 8.5. If the terminating Party under Section 8.5 does not own the entirety of the Property, then the termination will apply only to that portion of the Property owned by the terminating Party.

2.8 Representations and Warranties.

- a. City represents and warrants to Developer, as follows:
  - i. City is a public body, corporate and politic. City is authorized to enter into this Agreement pursuant to Government Code Section 65864, *et seq.*, and the execution and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.
  - ii. City’s execution and delivery of this Agreement and City’s performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

iii. City has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against City with respect to the Property or this Agreement.

b. Developer represents and warrants to City, as follows:

i. Developer is a duly organized limited liability company established within and in good standing under the laws of the State of Delaware and is authorized to do business in the State of California. The execution and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer.

ii. Developer is either the owner of fee simple title to the Property or has an equitable interest in the Property, including an option to purchase the Property.

iii. Developer's execution and delivery of this Agreement and Developer's performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

iv. Developer is not the subject of bankruptcy or receivership proceedings and is not insolvent.

v. Developer has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against Developer with respect to the Property or this Agreement.

## 2.9 Notices.

a. As used in this Agreement, the term "Notice" means any request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other required or permitted communication.

b. All Notices must be in writing and will be considered given:

i. When delivered in person to the recipient named below.

ii. On the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope, postage prepaid, as either registered or certified mail, return receipt requested.

iii. On the date of delivery shown in the records of a reputable delivery service (e.g. UPS or Federal Express).

c. All Notices must be addressed as follows:

**If to City:**

**If to Developer:**

City of Perris  
101 North D Street  
Perris, CA 92570  
Attn: City Manager  
**with a copy to:**

Perris Land Co, LLC  
201 Spear Street, #1100  
San Francisco, CA 94105  
Attn: Daniel Sachs  
**with a copy to:**

Aleshire & Wynder, LLP  
3880 Lemon Street, Suite 520  
Riverside, CA 92501  
Attn: Robert Khuu

Rutan & Tucker, LLP  
18575 Jamboree Road, Suite 900  
Irvine, CA 92612  
Attn: John A. Ramirez  
**with a copy to:**

BFLP RE HOLDINGS LLC  
c/o Wildcat Capital Management,  
LLC  
888 Seventh Avenue, 37th Floor  
New York, NY 10106  
Attn: George Stone & Brian  
Rosenblatt  
Email: [Gstone@wildcatcap.com](mailto:Gstone@wildcatcap.com)  
Email: [BRosenblatt@wildcatcap.com](mailto:BRosenblatt@wildcatcap.com)

d. Either Party may, by Notice given at any time, require subsequent Notices to be given to another Person or to a different address, or both. Notices given before receipt of Notice of change of address will not be invalidated by the change.

### 3. DEVELOPMENT OF THE PROPERTY.

3.1 Vested Right to Develop. Subject to the terms of this Agreement, Developer has the legally vested right to develop the Property in accordance with, and to extent of, the Development Plan, the Development Approvals, applicable Subsequent Development Approvals, applicable Subsequent Land Use Regulations, and this Agreement.

### 3.2 Effect of Agreement on Land Use Regulations; Development Exactions; Development Plan; Submittal of Subsequent Development Approvals.

a. Except as otherwise provided under the terms of this Agreement, including the Reservations of Authority, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, City will exercise its discretion in accordance with the Development Plan and this Agreement, including, but not limited to, the Reservations of Authority.

b. The Development Plan for the Project may require the processing of Subsequent Development Approvals. The City will accept for processing, review and action all

applications for Subsequent Development Approvals, and such applications will be processed in the normal manner for processing such matters in accordance with the Existing Land Use Regulations. The Parties acknowledge that City is not obligated in any manner to approve any Subsequent Development Approval, or to approve any Subsequent Development Approval with or without any particular condition, except that City's actions concerning Subsequent Development Approvals must be consistent with the Development Plan and Existing Land Use Regulations, subject to the Reservations of Authority. Notwithstanding the foregoing, City agrees that, if an application for any Subsequent Development Approval is in substantial conformance with the Existing Development Approvals and this Agreement, the approval of such application shall not be unreasonably withheld. Unless otherwise requested by Developer, City may not amend or rescind any Subsequent Development Approvals applicable to the Property after those Approvals have been granted by the City. Processing of Subsequent Development Approvals or changes in the Development Approvals or Development Plan made pursuant to Developer's application will not require an amendment to this Agreement; however, upon their approval by the City, all Subsequent Development Approvals or changes in the Development Approvals or Development Plan will be subject to and covered by this Agreement.

### 3.3 Timing of Development; Public Improvements Phasing.

a. Nothing in this Agreement is a covenant to develop or construct the Project. The Parties acknowledge that Developer cannot predict if, when, or the rate at which phases of the Project will be developed. The California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the litigants in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over the litigants' agreement. The Parties intend to cure that deficiency by providing that Developer has the right to develop the Project, or not develop the project, in the order, at the rate, and at the times that Developer, in its sole and absolute discretion, determines to be appropriate, subject only to any Development Plan timing or phasing requirements.

b. Required public improvements may be tied to certain phases of the Project. The schedule for provision of these improvements, as they relate to a particular phase, will be governed by the Existing Development Approvals, Subsequent Development Approvals, the EIR, the MMRP, and this Agreement.

c. Notwithstanding the foregoing, prior to receiving a Temporary or Final Certificate of Occupancy for the Industrial Project, in addition to the Project Offsite Public Improvements described in Section 4.3 below, Developer shall complete the following improvements (the "Backbone Retail Improvements"): (i) grading of the Retail Project site; (ii) construction of the utilities up to the Retail Project site; (iii) construction of the Ramona Expressway entrance (Driveway 5) into the Retail Project; (iv) construction of the traffic signal located at the Ramona Expressway entrance to the Retail Project; (v) construction of the frontage improvements for the Retail Project as described in Exhibit C; and (vi) construction of the Retail Project's east/west drive aisle. In addition, Developer shall have completed construction of at least one of the parcels in the Retail Project, with all City inspections completed and signed off, and the retail business is in operation and open to the public. Notwithstanding anything to the contrary contained herein, Developer shall not be considered to be in default of this Agreement if, as a result of a Permitted Delay, Developer is unable to meet the timing requirements in this Section 3.3(c)

and Developer is diligently pursuing the construction of the Backbone Retail Improvements and Project Offsite Public Improvements.

d. Temporary Certificate of Occupancy. Notwithstanding the timing of the improvements described in Section 3.3(c) above, City may, at City's sole discretion, issue a temporary Certificate of Occupancy for the Industrial Project if: (i) adequate access to the Industrial Project site has been provided; and (ii) Developer is progressing with the construction of the Backbone Retail Improvements and Retail Project .

3.4 Changes and Amendments to Existing or Subsequent Development Approvals.

a. The Parties acknowledge that the passage of time may demonstrate that changes to the Existing or Subsequent Development Approvals may be necessary or appropriate. If the Parties determine that changes are necessary or appropriate, such changes may be made by mutual consent of the Parties in accord with Government Code Section 65868, and may be approved on behalf of City as follows:

i. By the City Manager or designee ("City Manager") in the case of minor changes which would qualify as a "Minor Amendment" under Municipal Code Section 19.54.020(9), as determined by the City Attorney, and in any other case where the City Manager is authorized by this Agreement to act.

ii. By the City Council in the case of any other changes not subject to paragraph (1), above, or if otherwise legally required.

iii. The City Manager and City Attorney will determine whether a proposed change is subject to approval by the City Manager or the City Council, as the case may be.

iv. No modification, amendment or other change to this Agreement will be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by both Parties' authorized representatives.

3.5 Reservations of Authority.

a. Any contrary provision in this Agreement notwithstanding, the following Subsequent Land Use Regulations will apply to the Project:

i. Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals or for monitoring compliance with any Subsequent Development Approvals granted or issued.

ii. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other procedural matter.

iii. Regulations which do not conflict with the Development Plan or this Agreement. To the greatest extent possible, these regulations must be applied and construed to provide Developer with all of the rights and assurances provided under this Agreement. For all purposes pursuant to this Agreement generally, and this paragraph (iii) specifically, an ordinance, resolution, initiative, referendum, moratorium or other regulation will be deemed to conflict with the Development Plan and this Agreement if the ordinance, resolution, initiative, referendum, or regulation seeks to, whether as part of a specific or general enactment that applies to the Property or Project: (i) limit or reduce the density, intensity, height or size of structures or type of development on the Property; (ii) regulate the timing or sequencing of the development of the Property in any manner; (iii) require any additional on-site or off-site improvements not required by the applicable Land Use Regulations or Development Approvals to be constructed or paid for by Developer or a subsequent owner of the Property; or (iv) restricting the use of the Property in any manner or degree other than as set forth in the applicable Land Use Regulations and Development Approvals.

iv. Regulations that conflict with the Development Plan if Developer has given its written consent to those regulations.

v. Federal, State, County, and multi-jurisdictional laws and regulations which City is required to enforce against the Property or the Development of the Property.

The Parties acknowledge that City is restricted in its authority to limit its police powers by contract. This Agreement will be construed, contrary to its stated terms if necessary, to reserve to City all those police powers that cannot be restricted by contract.

### 3.6 Subsequent Development Approvals.

a. When acting on Subsequent Development Approvals, City may apply only the Existing Land Use Regulations and those Subsequent Land Use Regulations that are permitted under the Reservations of Authority. Any Subsequent Development Approval will be automatically vested under this Agreement.

b. Upon Developer's request, City will accept and diligently process applications for Subsequent Development Approvals. City will exercise reasonable good faith efforts to expedite the processing of the Subsequent Development Approvals applications to ensure that those applications are promptly considered by the approving authority. Upon satisfactory completion by Developer of all required preliminary actions and payment of appropriate processing fees, if any, City shall proceed to process and check all applications for Project development and building approvals within the times set forth in the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920) of Division 1 of Title 7 of the California Government Code), the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the California Government Code), and other applicable provisions of law, as the same may be amended from time to time. City shall employ all lawful actions capable of being undertaken by City to promptly (i) accept all complete applications for Subsequent Development Approvals (collectively, "Applications") and (ii) process and take action upon the Applications in accordance with applicable law with a goal of completing the first review or plan check within four weeks and the second and third review or plan check within two weeks; provided however, that

City shall not be deemed in default under this Agreement should such time frame(s) not be met. Furthermore, the City and Developer teams shall convene, as necessary, a telephonic or in-person meeting with the relevant City departments and personnel to resolve open items, subject to City's availability.

3.7 Modification or Suspension by State or Federal Law. If a State or Federal law or regulation which is enacted after the Effective Date prevents the Parties' compliance with any of this Agreement's provisions, then that provision will be modified or suspended to the extent and for the time necessary to achieve compliance with the conflicting State or Federal law. This Agreement's remaining provisions will continue unaffected. The Parties will amend this Agreement to preserve, to the greatest extent possible, the benefits that would arise to the Parties under this Agreement but for the conflicting State or Federal law. Upon the repeal of the conflicting State or Federal law or upon the occurrence of any circumstance that removes their effect upon this Agreement, this Agreement's provisions will be automatically restored to their full original form and any amendment that the Parties may have entered into under this Section 3.7 will terminate.

3.8 City Acquisition of Offsite Real Property Interests. In any instance where Developer is required by any Development Approval or Land Use Regulation or this Agreement to construct any public improvement on land not owned by Developer, specifically the Project Offsite Public Improvements identified in Section 4.3 below, City and Developer shall cooperate in acquiring the necessary legal interest ("Offsite Property"). This Section 3.8 is not intended by the parties to impose upon Developer an enforceable duty to acquire land or construct any public improvements on land not owned by Developer, except to the extent that Developer elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by City upon the development of the Project under the Subdivision Map Act or other legal authority.

If Developer is unable to acquire such Offsite Property, and following the written request from Developer to City, City agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If City is unable to acquire the Offsite Property by negotiation within thirty (30) days after Developer's written request, City shall initiate proceedings, including considering utilizing its power of eminent domain to acquire that Offsite Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Offsite Property, subject to the conditions set forth in this Section 3.8. The decision to utilize the City's power of eminent domain shall be the sole and absolute discretion of the City. City and Developer acknowledge that the timelines set forth in this Section 3.8 represent the maximum time periods which City and Developer reasonably believe will be necessary to complete the acquisition of any Offsite Property, City agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon City.

a. Owner's Option to Terminate Proceedings. City shall provide written notice to Developer no later than fifteen (15) days prior to making an offer to the owner of the Offsite Property. At any time within that fifteen (15) day period, Developer may, at its option,

notify City that it wants City to cease all acquisition proceedings with respect to that Offsite Property, whereupon City shall cease such proceedings.

If the City elects to utilize its power of eminent domain, City shall provide written notice to Developer no later than fifteen (15) days prior to the date of the hearing on City's intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, Developer may, at its option, notify City that it wants City to cease condemnation proceedings, whereupon City shall cease such proceedings.

If Developer does not notify City to cease condemnation proceedings within said fifteen (15) day period, then City may proceed to consider and act upon the Offsite Property resolution of necessity. If City adopts such resolution of necessity, then City shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.9 Future Use of EIR. The Parties understand that the EIR is intended to be used in connection with each of the Existing Development Approvals and Subsequent Development Approvals needed for the Project. City agrees to use the EIR in connection with the processing of any Subsequent Development Approval, except as may be otherwise required by the Reservations of Authority or state or federal law, including CEQA.

3.10 City Acceptance of Project Offsite Public Improvements. City agrees and acknowledges that City's timely acceptance of the Project Offsite Public Improvements upon their completion is crucial for the release of Developer's bonds for the improvements. After the completion of the Project Offsite Public Improvements to City's satisfaction, City shall accept the Project Offsite Public Improvements within thirty (30) days of receiving a written request from Developer for City to accept the Project Offsite Public Improvements. .

#### 3.11 Third Party Permits and Approvals and Utilities.

a. The Parties acknowledge that this Agreement does not bind any governmental agency other than City and its related or subordinate boards, commissions, and entities. City will use reasonable good faith efforts to assist Developer in obtaining all permits and approvals, at no cost to City, which are necessary for the Project, including permits, approvals and rights of way which are required for the installation of public improvements, driveways and utility connections, and utility services such as electrical, gas, water, sewer, storm drain, telephone and cable television.

b. The Parties acknowledge that, in connection with the installation of utility facilities which will be owned by private utility companies, it may lower the overall cost of the utility installation for it to be constructed by City. Upon Developer's request, City agrees to reasonably consider undertaking construction of the private utility company project, so long as Developer bears City's entire direct and indirect cost of the same.

### 4. PUBLIC BENEFITS.

#### 4.1 Development Impact Fees.

a. City has adopted a Development Impact Fee program designed to offset the costs of mitigating environmental and other impacts caused by development upon public facilities and improvements. The Development Impact Fees which will be applicable to the Project shall be those existing at the time of development. Development Impact Fees shall be paid at such time and amounts as payment of such fees are due and payable in accordance with the Land Use Regulations in effect at the time of development as set forth in City fee ordinances or resolutions or policies at that time, for the portion of the Property to which such fees apply. This Section shall not preclude City from adopting any new development impact fees in the future applicable to the Property or to other Development in the City.

b. Nothing in this Section 4.1 will limit the right of any other local, regional, state, or federal agency or district to impose upon the Project otherwise lawful fees, including non-City fees imposed by such agencies or districts and collected by City for the benefit of such agencies or district.

4.2 Project Objectives. The Project accomplishes the City's goals and policies set forth in the General Plan and the Perris Valley Commerce Center Specific Plan ("PVCCSP"), and benefits the public by achieving the following objectives:

a. Ensure the development of the Property consistent with applicable goals and policies of the City set forth in the General Plan.

b. Implement the PVCCSP through development of land uses allowed in the PVCCSP planning area and consistent with the PVCCSP Standards and Guidelines relevant to the proposed retail and industrial development, and associated infrastructure.

c. Expand economic development and facilitate job creation in the City by establishing new retail and industrial uses on vacant land in a developing area.

d. Assist the region in achieving jobs/housing balance region-wide by attracting new businesses to the City, providing additional job opportunities in a housing rich area, and thereby provide a more equal jobs-housing balance in the Riverside County/Inland Empire area, which will reduce the need for members of the local workforce to commute outside the area for employment.

e. Activate the PVCCSP-designated gateway entry at Ramona Expressway and Nevada Avenue with an attractive mixed-use retail and industrial development, which meets the local demand for neighborhood serving retail uses along Ramona Expressway, and regional demand for warehouse uses that are part of the Southern California supply chain and good movement network.

f. Implement the type and amount of retail uses at the Property that are viable based on market demand.

g. Maximize industrial warehouse development in close proximity to designated truck routes, and the State highway system in order to avoid or shorten truck-trip lengths on other roadways, and avoid locating industrial warehouse buildings in proximity to residential uses.

h. Accommodate new development in a phased, orderly manner that is coordinated with the provision of necessary infrastructure and public improvements.

i. Implement drainage improvements in conjunction with the Project to accommodate the 100-year storm flows in the area, including a public storm drain that would ultimately capture stormwater runoff from the planned regional detention basin west of the Property.

j. Provide for uses that will generate tax revenue for the City of Perris including, but not limited to, increased property and sales tax, in order to support the City's ongoing municipal operations.

4.3 Credit/Reimbursement for Offsite Improvements. The Parties acknowledge and agree that Developer is making Project improvements that are covered in whole or in part by the Development Impact Fee program per Municipal Code section 19.68.020. The Parties further acknowledge and agree that in accordance with policies adopted from time to time by City, Developer may be entitled to a credit and/or reimbursement to offset Developer's Development Impact Fee obligation, as determined by City. City and Developer shall enter into a Development Impact Fee credit/reimbursement agreement for any Project improvements that exceed Developer's Development Impact Fee obligation.

4.4 Offsite Improvements. Developer shall construct all offsite public improvements required by the Project Planning, Public Works, and Engineering Conditions of Approval attached hereto as Exhibit D ("Project Offsite Public Improvements"), as may be modified by a Subsequent Development Approval, prior to receiving a final certificate of occupancy for the industrial building.

4.5 Welcome Sign Construction. Developer shall design and construct a "Welcome to Perris" sign ("Sign") as approved by the City in the center median on Ramona Expressway. All costs for the design, permitting, and construction of the Sign shall be borne by Developer. Developer shall also be responsible for all other aspects of the construction of the Sign including, but not limited to, insurance, construction, and permitting including permitting and coordination with Caltrans and other outside local, state and federal agencies, as applicable. Upon completion of the Sign, City will assume maintenance responsibilities. The Sign design concept is attached hereto as Exhibit E.

4.6 Financial Contributions. Developer shall make the following financial contributions within ninety (90) days after the Effective Date and upon the latter of (i) the expiration of the applicable statute of limitations for CEQA-based challenges with no lawsuit having been filed; or (ii) if any such lawsuit has been filed, final resolution of such lawsuit has been reached to the satisfaction of the Developer.

a. Developer shall contribute seven hundred seventy-six thousand and six hundred and thirty four dollars (\$776,634) to City for purposes to be determined by City, including but not limited to the Perris Downtown Skills Training & Job Placement Center.

b. Developer shall contribute two hundred thousand dollars (\$200,000.00) to the Val Verde High School's Career and Technical Education (CTE) Program to prepare students for careers such as logistics, welding and manufacturing, video production, and graphic design.

c. Developer shall contribute twenty-seven thousand dollars (\$27,000.00) to the Val Verde Academy to fund the garden modernization project.

5. INTENTIONALLY OMITTED.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review.

a. The City Manager will review this Agreement annually, on or before each anniversary of the Effective Date, as required by California Government Code Section 65865.1. The purpose of the review will be to ascertain Developer's good faith compliance with the terms of this Agreement. Developer will submit an annual monitoring report ("Annual Monitoring Report"), in a form prepared and approved by the City Manager within thirty (30) days after the City Manager's written request. The Annual Monitoring Report must be accompanied by the then-current annual review and administration fee set by the City Council, which may not exceed the City's actual costs of reviewing Developer's compliance with the terms of this Agreement.

b. The City Council may order a special review of Developer's compliance with this Agreement at any time. The City Manager will conduct the special review, which will be conducted at City's sole expense.

6.2 Procedure.

a. During either a periodic review or a special review, Developer will be required to demonstrate good faith compliance with this Agreement.

b. Upon completion of a periodic review or a special review, the City Manager will submit a report to the City Council setting forth the City Manager's conclusions concerning Developer's good faith compliance with this Agreement.

c. If the City Council finds that Developer has complied in good faith with this Agreement, then the review will be concluded.

d. If the City Council makes a preliminary finding that Developer has not complied in good faith with this Agreement, then, following Notice and opportunity to cure as provided under Section 8.4, the City Council may modify or terminate this Agreement in accordance with Section 6.4 and Section 6.5.

6.3 No Waiver. Failure of City to conduct an annual review will not constitute a waiver by City of its rights to otherwise enforce the provisions of this Agreement nor will Developer have or assert any defense to such enforcement by reason of any such failure to conduct any annual review(s).

6.4 Proceedings for Modification or Termination.

a. If Developer fails to cure, or to commence to cure, as applicable, the matters constituting the basis for the City Council's preliminary finding under Section 6.2.d as required by Section 8.4, then City may proceed to modify or terminate this Agreement following the procedures set forth in this Section 6.4 and in Section 6.5. City must hold a noticed public hearing concerning the modification or termination and provide Developer with Notice of the hearing. The Notice must include the following:

i. The time and the place of hearing, which must be no less than thirty (30) days following the date of the Notice;

ii. The specific action, whether amendment or termination, which City proposes to take; and

iii. Such other information as is reasonably necessary to inform Developer of the nature of the proceeding and the facts supporting City's preliminary finding under Section 6.2.d.

6.5 Hearing on Modification or Termination. At the time and place set for the public hearing described in Section 6.4, Developer must be given an opportunity to be heard and present witnesses and evidence on its behalf. If, following the conclusion of the public hearing, the City Council finds, based upon substantial evidence in the record of the public hearing, that Developer has not complied in good faith with this Agreement, then the City Council may terminate or modify this Agreement and impose any conditions it determines as are reasonably necessary to protect City's interests. The City Council's decision will be administratively final and subject to judicial review under Code of Civil Procedure Section 1094.5.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a special or periodic review, Developer is found to be in compliance with this Agreement, then, upon Developer's written request, City will issue a "Certificate of Agreement Compliance" ("Certificate") to Developer stating that, after the most recent periodic or special review, this Agreement remains in effect and Developer is not in default of this Agreement. The Certificate must be in recordable form, contain information necessary to communicate constructive record notice of the finding of compliance, state whether the Certificate is issued after a periodic or special review, and state the anticipated date of the next periodic review. Developer may record the Certificate with the Riverside County Recorder.

6.7 No Cross-Defaults. City acknowledges that Developer may Transfer all or portions of the Property to other Persons in accordance with Section 2.4. City further acknowledges that title to all or portions of the Property may become vested in Mortgagees or a Mortgagee's successor as a result of foreclosure, or the acceptance of a deed in lieu of foreclosure, by a Mortgagee. City agrees that defaults under this Agreement by an owner of a portion of the Property will not be a default as to any other portion of the Property. In other words, a default by Developer with respect to its obligations pertaining to that portion of the Property retained by Developer following a Transfer will not constitute a default as to any Person other than Developer or permit City to exercise any remedy under this Agreement or otherwise with respect to any other portion of the

Property other than that portion owned by Developer. Similarly, a default by a Transferee with respect to its obligations pertaining to the portion of the Property owned by that Transferee will not constitute Developer's default or permit City to exercise any remedy under this Agreement or otherwise as to any portion of the Property other than the portion owned by the defaulting Transferee. City agrees that, if more than one Person holds title to the Property, then the rights and obligations of the Persons holding title to the Property are the distinct and several obligations of each Person.

7. INTENTIONALLY OMITTED.

8. DEFAULT AND REMEDIES.

8.1 Remedies in General.

a. The Parties acknowledge that neither Party would have entered into this Agreement if it were to be liable for monetary damages under this Agreement. In general, and subject to those procedural prerequisites required under the Development Agreement Law or this Agreement, each of the Parties may pursue any remedy at law or equity available for the breach of this Agreement, except that neither Party will be liable in monetary damages (other than attorneys' fees under Section 12.20) to the other Party, or to any successor in interest of that Party, or to any other Person. Each Party covenants not to sue for monetary damages or claim any monetary damages related to any of the following:

- i. Any breach of this Agreement or for any cause of action that arises out of this Agreement; or
- ii. Any taking, impairment or restriction of any right or interest arising under this Agreement; or
- iii. Any dispute regarding the application or interpretation of this Agreement.

8.2 Specific Performance.

a. The Parties acknowledge that specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement for the following reasons:

- i. Money damages are unavailable against the Parties.
- ii. Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once Developer has begun to implement this Agreement. After such time, Developer may be precluded from other options it may have had with regard to the Property. Moreover, Developer has invested significant time and resources in the planning and processing of the Project. Developer will be investing even more time and resources in implementing the Project in reliance upon this Agreement and it is not possible to determine the sum of money that would adequately compensate Developer if City were to breach its obligations.

8.3 Release. Except for the right to recover attorneys' fees under Section 12.20, Developer, for itself, its successors and assignees, releases City, its officials, officers, agents and employees from any and all monetary claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, any claim or liability based upon Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance that seeks to impose any monetary liability whatsoever upon City because it entered into this Agreement or because of the terms of this Agreement.

8.4 City's Termination of Agreement or Exercise of Other Remedies Upon Developer's Default. Subject to compliance with Sections 6.4 and 6.5, City may terminate or modify this Agreement upon Developer's failure to perform any material duty or obligation under this Agreement. City may terminate or modify this Agreement or exercise its other remedies only after providing Notice of default to Developer setting forth the nature of the default and the actions, if any, required to cure the default and only if Developer has failed to take the actions and materially cure the default within sixty (60) days after its receipt of the Notice. If a default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time, then Developer must within sixty (60) days commence the actions necessary to cure the default and thereafter diligently proceed to cure the default.

8.5 Developer's Termination of Agreement or Exercise of Other Remedies Upon City's Default. Developer may terminate this Agreement or exercise its other remedies upon City's failure to perform any material duty or obligation under this Agreement. Developer may terminate this Agreement or exercise its other remedies only after providing Notice of default to City setting forth the nature of the default and the actions, if any, required by City to cure the default and only if City has failed to take such actions and materially cure the default within sixty (60) days after its receipt of the Notice. If a default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time, then City must within sixty (60) days commence the actions necessary to cure the default and thereafter diligently proceed to cure the default.

8.6 Informal Resolution. During the administration and implementation of this Agreement, the Parties recognize that good faith disagreements may arise between City staff and Developer. In the event that a dispute arises, the Parties will meet and confer in a good-faith attempt to resolve the dispute.

## 9. THIRD PARTY LITIGATION.

9.1 Defense of Third Party Litigation. City shall promptly notify Developer in writing of any claim, action or proceeding filed and served against City to challenge, set aside, void, annul, limit or restrict the approval and continued implementation and enforcement of this Agreement, including but not limited to challenges of the environmental review of the Project and this Agreement conducted pursuant to the California Environmental Quality Act. Developer and City agree to use good faith, commercially reasonable efforts to confer and cooperate with one another with respect to such third party litigation. Developer shall defend (with legal counsel of Developer's selection, reasonably acceptable to City), indemnify and hold harmless City, its agents, officers and employees from any such claim, action or proceeding, and shall indemnify City for all costs of defense and/or judgment obtained in any such action or proceeding; provided,

however, if Developer elects, in its sole discretion, not to defend the action (preferring to either allow judgment to be entered or to enter into a settlement with plaintiff(s) which declares this Agreement to be void, annulled, or which limits or restricts this Agreement), Developer shall so notify City in writing and City shall then have the option, in its sole discretion, of defending the action at its cost. In the event this Agreement, as a result of a third party challenge, is voided or annulled, or is limited or restricted such a manner that the intent and purposes of this Agreement cannot be implemented as mutually desired by the parties hereto, this Agreement shall terminate and be of no further force or effect as of the date such judgment or settlement so voids, annuls, limits, or restricts the intent and purpose of this Agreement.

9.2 Extension of Term. Anything in this Agreement to the contrary notwithstanding, the Term (and any extension thereof under Section 2.3) will automatically be extended by the number of days in the period commencing on the date of filing of any claim, action, or proceeding of the type described in Section 9.1 and ending on the date that the claim, action, or proceeding is either settled or fully and finally resolved in City's and Developer's favor, as evidenced by the expiration of all appeal periods with no further appeal being filed or the issuance of a full, final, and non-appealable judgment or decision. City will execute, in recordable form, any instrument which Developer may reasonably require to evidence the extension.

## 10. MORTGAGEES.

### 10.1 Mortgagee Protection.

a. This Agreement does not prevent or limit Developer, in its sole discretion, from encumbering the Property or any portion or any improvement thereon with any mortgage, deed of trust or other security device. City acknowledges that a Mortgagee may require Agreement interpretations and modifications. City will meet with Developer and the Mortgagee's representatives to negotiate in good faith with regard to any requested interpretation or modification. City may not unreasonably withhold its consent to any requested interpretation or modification. All Mortgagees will be entitled to the following rights and privileges:

i. Developer's breach of this Agreement will not defeat, render invalid, diminish or impair the lien of any mortgage made in good faith and for value.

ii. Upon a Mortgagee's written request, City will provide a copy of any Notice of default given to Developer concurrently with the Notice to Developer. The Mortgagee will have the right, but not the obligation, to cure the default within any remaining cure period allowed Developer under this Agreement.

iii. Any Mortgagee who comes into possession of the Property or any portion of it pursuant to foreclosure of the Mortgagee's security instrument or its acceptance of a deed in lieu of foreclosure will take the Property or portion subject to this Agreement. Any other provision of this Agreement to the contrary notwithstanding, no Mortgagee will have any obligation to perform any of Developer's obligations or to guarantee their performance. However, if any of Developer's obligations are conditions precedent to City's obligations, then Developer's obligations will continue to be conditions precedent to City's performance of its obligations.

11. INSURANCE; INDEMNIFICATION.

11.1 Insurance.

a. Types of Insurance.

i. Public Liability Insurance. Prior to commencement and until completion of construction by Developer on the Property, Developer shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of City and Developer broad form commercial general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage, providing protection of a least Five Million Dollars (\$5,000,000) per occurrence for bodily injury, death or property damage combined for any one accident or occurrence, which limits shall be subject to reasonable increases in amount as City may reasonably require from time to time.

ii. Builder's Risk Insurance. Prior to commencement and until completion of construction by Developer on the Property, Developer shall procure and shall maintain in force, or caused to be maintained in force, "all risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with the replacement cost value of the Project, or on a project by project basis.

iii. Worker's Compensation. Developer shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law.

iv. Other Insurance. Developer may procure and maintain any insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of City (to the extent applicable) and Developer.

v. Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed and admitted to do business by 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 VIII or better, unless waived by City. All such policies shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence (excepting willful and intentional violations of law) of City or Developer that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies

of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance (other than Workers' Compensation) required to be procured by the terms of this Agreement. The City's Risk Manager acknowledges and agrees that the insurance requirements above have been established based on anticipated use, activities, and conditions of the Property. In the event the City's Risk Manager reasonably determines that a new or unreasonable use, activity, or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property under this Agreement creates an increased or decreased risk of loss to the City than what the Parties hereby acknowledge to be duly satisfied by the insurance requirements above, Developer agrees that the minimum limits of the insurance policies required by this Section 11.1 may be changed accordingly upon receipt of written notice from the City's Risk Manager; provided that Developer shall have the right to appeal a determination of increased coverage to the City Manager of City within twenty (20) days of receipt of notice from the City's Risk Manager.

vi. Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

(A) For insurance required above, within thirty (30) days after the Effective Date.

(B) For any renewal or replacement of a policy already in existence, at least ten (10) days before the expiration or replacement of the existing policy.

(C) If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder.

## 11.2 Indemnification.

a. General. Each Party shall indemnify the other Party and its officers, employees, and agents 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 (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities by any or all of the indemnifying Party or its agents, employees, or contractors (including subcontractors), upon the Property and relating to this Agreement;

i. The indemnifying Party will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith.

ii. The indemnifying Party will promptly pay any judgment rendered against the indemnified Party or its officers, agents, or employees for any such claims or liabilities arising out of or in connection with its foregoing indemnity and will save and hold the indemnified Party, its officers, agents, and employees harmless from any failure to so pay any such judgment.

iii. In the event the indemnified Party, its officers, agents, or employees is made a party to the action or proceeding filed or prosecuted against for such damages or other claims arising out of or in connection with the work, operations, or activities of the indemnifying Party under this Agreement, the indemnifying Party agrees to pay the indemnified Party, its officers, agents, or employees any and all reasonable out-of-pocket costs and expenses actually incurred by the indemnified Party, its officers, agents, or employees in such action or proceeding, including but not limited to reasonable legal costs and attorneys' fees.

b. Exceptions. The indemnities and releases of this Section 11.2 shall not include claims or liabilities to the extent and degree arising from the negligence or willful misconduct of any or all of the indemnified Party and its officers, agents and employees.

c. Loss and Damage. Except as otherwise set forth in this Agreement, City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. Except as otherwise set forth in this Agreement, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature.

d. Period of Indemnification. The obligations for indemnity under this Section 11.2 shall begin upon the Effective Date and shall terminate upon termination of this Agreement, provided that indemnification shall apply to all claims or liabilities arising during that period even if asserted at any time thereafter. In all events, however, these indemnity obligations shall expire on the fifth (5th) anniversary of the termination date of this Agreement, except that the indemnities shall survive beyond that date with respect to any claims pending at the expiration date for which timely and proper submission has occurred pursuant to the applicable indemnity provisions.

e. Waiver of Subrogation. Each Party agrees that it shall not make any claim against, or seek to recover from other Party or its agents, servants, or employees, for any loss or damage to the Party or to any person or property, except as specifically provided hereunder and each Party shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against the other Party, its agents and employees.

## 12. MISCELLANEOUS PROVISIONS.

12.1 Recordation of Agreement. This Agreement and any amendment or cancellation of it will be recorded with the Riverside County Recorder by City Clerk in accordance with Government Code Section 65868.5.

12.2 Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties. There are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to in this Agreement. Parole evidence will not be admissible to interpret this Agreement.

12.3 Estoppel Certificates. Within ten (10) days following a Party's written request, and at no cost to the requesting Party, the other Party will certify in writing that, to its knowledge:

a. This Agreement is in full force and effect and is binding upon the certifying Party.

b. This Agreement has not been amended or modified, except as expressly described in the estoppel certificate.

c. The requesting Party is not in default of its obligations under this Agreement, and that there have been no events that with the passage of time, the giving of notice, or both, would constitute the requesting Party's default under this Agreement, except as expressly described in the estoppel certificate.

12.4 Severability. Every provision of this Agreement is a separate and independent covenant. If any provision is, or the application of the provision in certain circumstances is, to any extent, found to be invalid or unenforceable for any reason whatsoever, then the remainder of this Agreement, or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected. The Parties will negotiate in good faith any amendments or operating memoranda necessary to cure any invalidity or unenforceability.

12.5 Interpretation and Governing Law. This Agreement and any dispute concerning it will be governed and interpreted in accordance with California's procedural and substantive laws, without regard to its conflicts of laws principles. This Agreement will be construed as a whole according to its fair language and common meaning. The rule of construction that ambiguities in a document are to be resolved against the drafting party may not be employed in interpreting this Agreement. Each Party acknowledges that it was represented by counsel in this Agreement's negotiation and preparation.

12.6 Section Headings. All section headings and subheadings are inserted for convenience only and do not affect this Agreement's construction or interpretation.

12.7 Singular and Plural. The singular of any word includes the plural.

12.8 Including. Unless the context requires otherwise, the term "including" means "including, but not limited to."

12.9 Time of Essence. Time is of the essence as to the performance of any obligation as to which time is an element.

12.10 Calendar Periods. All references to "years", "quarters", "months" and "days" are references to calendar years, quarters, months and days.

12.11 Waiver. A Party's failure on any one or more occasions to insist upon strict compliance by the other Party, or a Party's failure on any one or more occasions to exercise its rights upon the other Party's default, is not a waiver of that Party's right to demand strict compliance by the other Party on any future occasion.

12.12 No Third Party Beneficiaries. This Agreement is entered into for the sole protection and benefit of the Parties and their successors and assigns. Except as provided in Section 9, no other person or entity has any right of action based upon this Agreement.

12.13 Permitted Delays. Neither Party will be in default of an obligation if that Party's inability to perform or delay in performing that obligation is caused a Permitted Delay.

12.14 Successors in Interest. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, the Parties' permitted successors in interest. All provisions are enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act with regard to the Development of the Property:

- a. Is for the benefit of and is a burden upon all portions of the Property.
- b. Runs with the Property and all portions.
- c. Is binding upon each Party and its successors in interest during the term of that Party's or its successors' ownership of the Property or any portion.

12.15 Counterparts. This Agreement will be executed in three (3) counterparts, which will be construed together and have the same effect as if the Parties had executed the same instrument.

12.16 Jurisdiction and Venue. All legal actions and proceedings to enforce or interpret this Agreement must be filed and tried in Riverside County Superior Court or other legally appropriate court and venue.

12.17 Project as a Private Undertaking. The Project is a private development and neither Party is acting as the agent of the other in any respect. Each Party is an independent contracting entity with respect to this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property by a private party.

12.18 Further Actions and Instruments. Each Party must cooperate with the other and provide reasonable assistance to the other in the performance of the other Party's obligations. Upon a Party's request, the other Party must promptly execute (with notary acknowledgment if required) those instruments, and take any reasonable actions, necessary to evidence or consummate the transactions expressly described, or which are a logical extension of the transactions described, in this Agreement.

12.19 Eminent Domain. No provision of this Agreement expands, limits, or restricts City's exercise of its eminent domain powers.

12.20 Attorneys' Fees. If either Party files any action or brings any action or proceeding against the other pertaining to the interpretation or enforcement of this Agreement, then the prevailing Party will recover as an element of its costs of suit and not as damages its costs of suit, expert fees, consultant costs, and reasonable attorneys' fees as fixed by the Court.

12.21 Authority to Execute. Each natural person executing this Agreement on behalf of a Party represents that he or she has the authority to execute this Agreement on behalf of that Party and that he or she has the authority to bind that Party to this Agreement.

***[Signature pages follow]***

SIGNATURE PAGE  
TO  
RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT

**“CITY”**

CITY OF PERRIS,  
a California general law city and municipal  
corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

SIGNATURE PAGE

TO

RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT

**“DEVELOPER”**

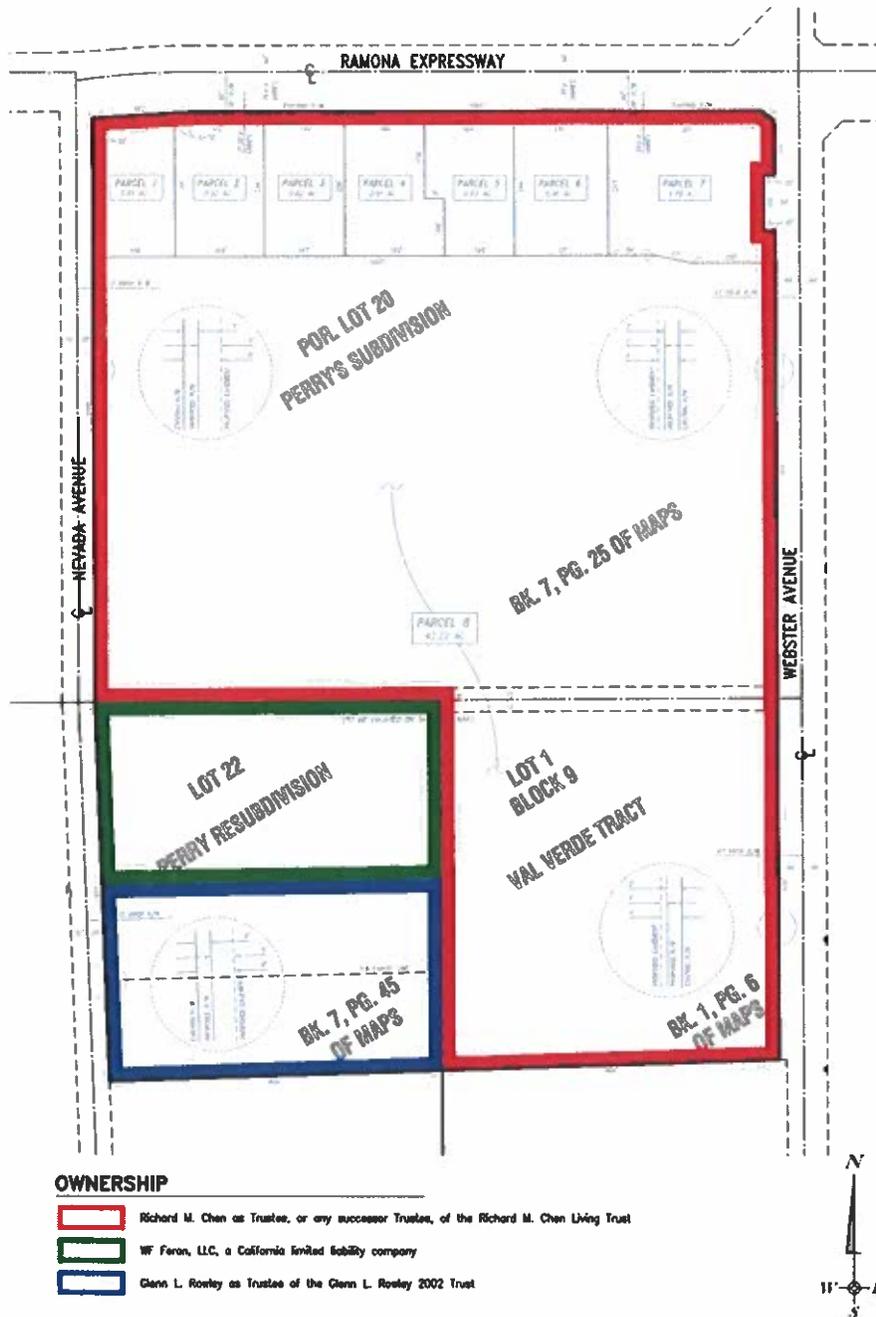
PERRIS LAND CO, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**EXHIBIT A**  
**TO**  
**RAMONA GATEWAY CENTER DEVELOPMENT AGREEMENT**  
Legal Description of Property



**RICHARD M. CHEN LIVING PARCELS:**

The Land referred to herein below is situated in the City of Perris, County of Riverside, State of California, and is described as follows:

**PARCEL ONE**

For conveyancing purposes only: APN 317-120-021 (Affects Parcel One)

LOT 20 OF PERRY'S RESUBDIVISION, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON

FILED IN BOOK 7, PAGE 45 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED FILED FOR RECORD SEPTEMBER 18, 1958 AS INSTRUMENT NO. 67003 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 142 FEET IN RIGHT ANGLE WIDTH, BEING 48 FEET ON THE NORTHERLY SIDE AND 94 FEET ON THE SOUTHERLY SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY PROLONGATION OF THE CENTER LINE OF MARTIN STREET, SAID POINT ALSO BEING ON THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 17 OF PERRY'S RESUBDIVISION, WHICH BEARS SOUTH 89° 51' 57" WEST, (FORMERLY RECORDED SOUTH 89° 50-1/2' 0" WEST) 2431.48 FEET FROM THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 89° 54' EAST, 2431.48 FEET, TO A POINT WHICH BEARS SOUTH 00° 06' WEST, 9.94 FEET FROM THE NORTHEAST CORNER OF SAID LOT 20;

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED NOVEMBER 3, 1982 AS INSTRUMENT NO. 190779 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 20, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF DAWES STREET, 44.00 FEET WIDE, AS SHOWN ON SAID MAP; THENCE ALONG THE WESTERLY LINE OF SAID LOT NORTH 0° 32' 52" EAST, 1056.79 FEET TO THE SOUTHERLY LINE OF MARTIN STREET 142.00 FEET WIDE, AS SHOWN ON COUNTY OF RIVERSIDE DEED PLAT 727-FF; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 23' 28" EAST, 211.37 FEET; THENCE COURSE "A"; SOUTH 87° 21' 31" WEST 182.21; THENCE SOUTH 0° 36' 28" WEST, 1046.35 FEET

TO THE NORTHERLY LINE OF SAID DAWES STREET; THENCE ALONG SAID NORTHERLY LINE NORTH 89° 36' 45" WEST, 28.34 FEET TO THE POINT OF BEGINNING.

**PARCEL TWO:**

For conveyancing purposes only: APN: 317-130-048 (Affects Parcel Two)

LOT 1 IN BLOCK 9 OF VAL VERDE TRACT, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 6 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**GLENN L. ROWLEY 2002 TRUST PARCELS:**

The Land referred to herein below is situated in the City of Perris, County of Riverside, State of California, and is described as follows:

PARCEL 1: INTENTIONALLY DELETED

PARCEL 2: INTENTIONALLY DELETED

PARCEL 3: INTENTIONALLY DELETED

**PARCEL 4:**

APN: 317-130-016 AND 317-130-017 APN's for conveyancing purposes only

THE NORTHERLY 5 ACRES OF THE SOUTHERLY 10 ACRES OF LOT 22 OF MAP OF THE PERRY RE-SUBDIVISION, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 45 OF MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO RIVERSIDE COUNTY, CALIFORNIA BY DEEDS RECORDED JUNE 13, 1914 IN BOOK 398, PAGE 366 AND OCTOBER 15, 1914 IN BOOK 406, PAGE 7, BOTH OF DEEDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEEDS RECORDED MAY 9, 1952 AS INSTRUMENT NO. 19822 IN BOOK 1366, PAGE 508 AND AUGUST 4, 1953 AS INSTRUMENT NO. 38295 IN BOOK 1497, PAGE 75, BOTH OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AS PARCELS 6931-1 AND 6931-2 CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 29, 1982 AS INSTRUMENT NO. 188036 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL SUBTERRANEAN WATER FLOWING OR PERCOLATING THROUGH SAID LAND, AS SET OUT IN DEED TO THE VAL VERDE WATER DISTRICT RECORDED OCTOBER 17, 1918 IN BOOK 492, PAGE 223 OF DEEDS.

PARCEL 5:

APN: 317-130-020 AND 317-130-021 APN's for conveyancing purposes only

THE SOUTHERLY 5 ACRES OF LOT 22 OF MAP OF THE PERRY RE-SUBDIVISION, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 45 OF MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO RIVERSIDE COUNTY, CALIFORNIA BY DEEDS RECORDED JUNE 13, 1914 IN BOOK 398, PAGE 366 AND OCTOBER 15, 1914 IN BOOK 406, PAGE 7, BOTH OF DEEDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEEDS RECORDED MAY 15, 1952 AS INSTRUMENT NO. 20854 IN BOOK 1368, PAGE 477 AND AUGUST 4, 1953 AS INSTRUMENT NO. 38296 IN BOOK 1497, PAGE 70, BOTH OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AS PARCELS 6930-1 AND 6930-2 CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 20, 1982 AS INSTRUMENT NO. 181523 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL SUBTERRANEAN WATER FLOWING OR PERCOLATING THROUGH SAID LAND, AS SET OUT IN DEED TO THE VAL VERDE WATER DISTRICT RECORDED OCTOBER 17, 1918 IN BOOK 492, PAGE 223 OF DEEDS.

PARCEL 6: INTENTIONALLY DELETED

PARCEL 7: INTENTIONALLY DELETED

PARCEL 8: INTENTIONALLY DELETED

PARCEL 9: INTENTIONALLY DELETED

**WF FERON, LLC, a California limited liability company PARCELS:**

The Land referred to herein below is situated in the City of Perris, County of Riverside, State of California, and is described as follows:

PARCEL A

For conveyancing purposes only: APN 317-130-025

PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO. 1944, AS EVIDENCED BY DOCUMENT RECORDED APRIL 30, 1984 AS INSTRUMENT NO. 90090 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHERLY 9.65 ACRES OF LOT 22 OF PERRY RE-SUBDIVISION, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 45 OF MAPS, RIVERSIDE COUNTY RECORDS, WHICH LIES EAST OF THE EAST LINE OF PARCEL 6932-2, AS CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED FEBRUARY 8, 1983, AS INSTRUMENT NO. 24397, OF OFFICIAL RECORDS.

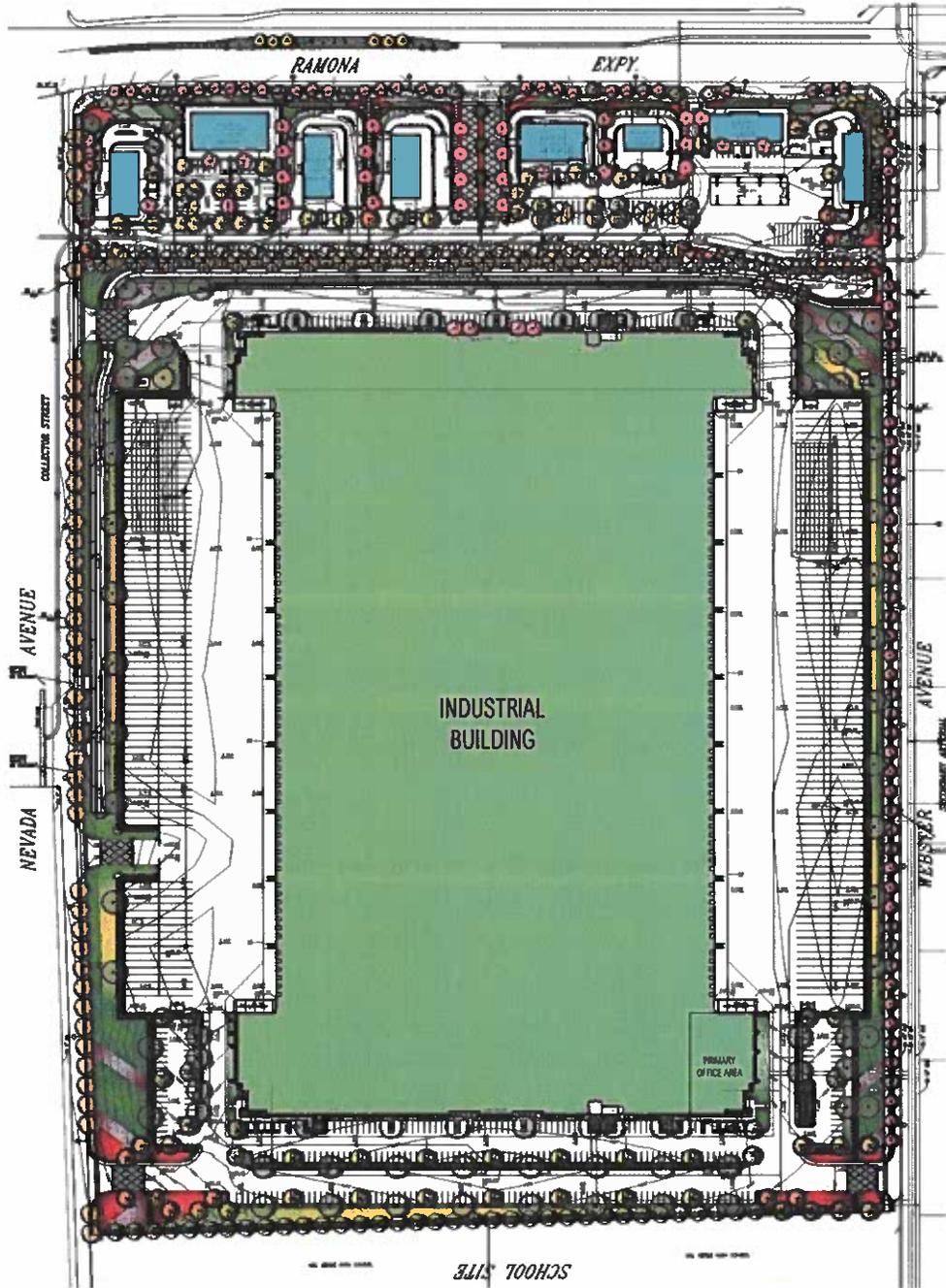
PARCEL B:

INTENTIONALLY DELETED.

PARCEL C:

INTENTIONALLY DELETED.

**EXHIBIT B**  
**TO**  
**RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT**  
**Site Plan**



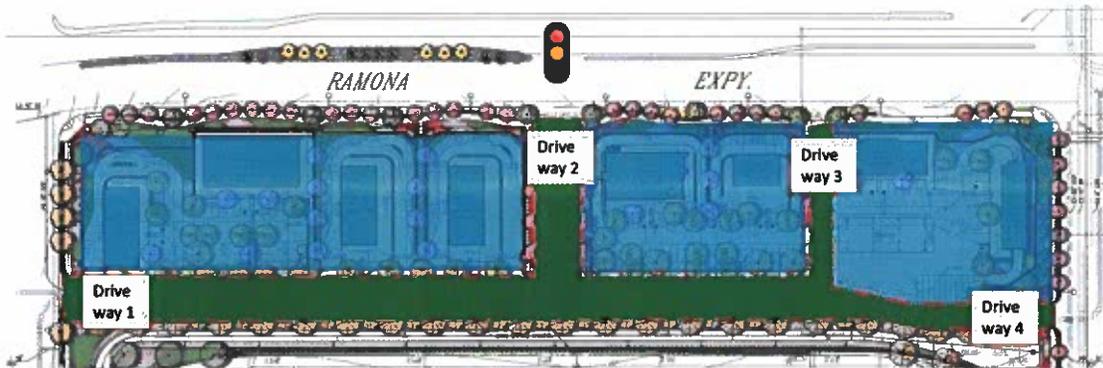
**EXHIBIT B**

**EXHIBIT C**  
**TO**  
**RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT**  
**Retail Backbone and Frontage Improvements**

## Retail Backbone and Frontage Improvements

**Developer shall complete all work outlined below related to the Retail portion of the development:**

- All required **offsite improvements per the Conditions of Approval**
- **Driveways and interior roadways to access all retail pads**
- **Grade pads and stub utilities to parcels**
- Construct all **four driveways** into the retail project
- Provide **utilities** to each parcel
- Construct the **stoplight** on Ramona Expressway

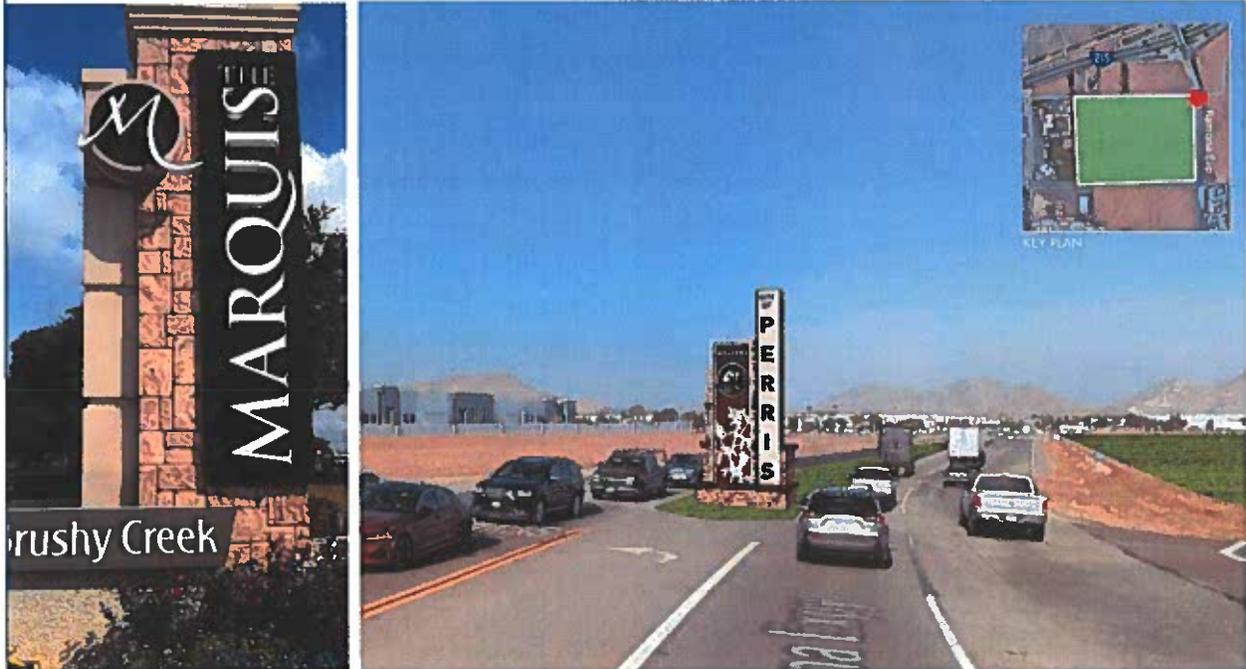


**EXHIBIT D**  
**TO**  
**RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT**  
**Planning, Public Works, and Engineering Conditions of Approval**

[INSERT CONDITIONS]

**EXHIBIT E**  
**TO**  
**RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT**  
**Welcome Sign Design Concept**

**ENTRANCE GATEWAY CONCEPT 6 - 15' HEIGHT**



# **ATTACHMENT 2**

## **Final Conditions of Approval**

**(Revised Planning Conditions, Engineering, Public Works, Building & Safety, Fire, and Community Services)**

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

**FINAL CONDITIONS OF APPROVAL**

**SPA 21-05218, TPM 21-05219 (TPM-38292),  
DPR 21-00013CUP 21-05216, and (DA) 22-05297**

**March 14, 2023**

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**PROJECT:** Specific Plan Amendment (SPA) 21-05218, Tentative Parcel Map 21-05219 (TPM-38292), Development Plan Review (DPR) 21-00013, Conditional Use Permit (CUP) 21-05216, and Development Agreement (DA) 22-05297 – A proposal to consider the following entitlements to facilitate the construction of a 950,224 square-foot industrial facility and a commercial development consisting of the following: 1) Specific Plan Amendment to rezone 42.22 acres of a larger 49.17 acre site from Business Park Office (BPO) Zone and Commercial (C) Zone to Light Industrial (LI) Zone, and to remove a paper street from the Circulation Plan in the Perris Valley Commerce Center Specific Plan (PVCCSP); 2) Tentative Parcel Map to subdivide 49.17 acres into 8 parcels, ranging in size from 0.80 to approximately 42.22 acres; 3) Development Plan Review for the site plan and building elevations; 4) Conditional Use Permit to permit a vehicle fuel station with a convenience store, car wash, four drive-through establishments within the proposed commercial development; and 5) Development Agreement for specific project improvements and community benefits. (APNs: 317-120-021, 317-130-017, -021, -025 and -048. Applicant: Daniel Sachs of DECA Perris Land Co, LLC

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**GENERAL CONDITIONS:**

- 1 **Development Agreement.** Development on the Project site shall be subject to the terms in the Development Agreement, as it allows the developer and all future owners of all or any portion of the Project site to develop the property in accordance with the Development approvals and the Project specific Development Agreement.
- 2 **Approval Period for Development Plan Review 21-00013, Conditional Use Permit 21-05216.** The Development Plan Review and Conditional Use Permit 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, except as modified by the terms of the Development Agreement. 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, except as modified by the terms of the Development Agreement.
- 3 **Approval Period for Tentative Parcel Map (TPM 38292).** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the City Council approval, unless an automatic extension is granted by the State of California. The applicant may apply for a maximum of five (5) one-year extensions to permit additional time to record the final map, except as modified by the terms of the Development Agreement. A written request for an extension shall be submitted to the Planning Division at least thirty (30)

days prior to the initial (and subsequent extensions) expiration of the Tentative Parcel Map approval, except as modified by the terms of the Development Agreement.

- 4 **Mitigation Monitoring and Reporting Program.** The project shall comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP). The Mitigation Monitoring and Reporting Program (MMRP) for Environmental Impact Report (SCH: 2022040023). It shall be implemented in accordance with the timeline, reporting, and monitoring intervals listed.
- 5 **Municipal Code and Specific Plan Compliance.** The project shall conform to the Light Industrial (LI) Zone and Commercial (C) Zone standards of the Perris Valley Commerce Center Specific Plan (PVCCSP) and Chapter 19 of the Perris Municipal Code.
- 6 **Future Obligation of Buyers and Lessees.** All future buyers and lessees shall be informed of their obligation to comply with these Conditions of Approval. The applicant shall provide a copy of these conditions and inform the buyer or lessee of their obligation to maintain compliance with all local and City ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
- 7 **City Ordinances and Business License.** The subject business shall maintain compliance with all local and City Ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
- 8 **Expansion of Use.** No expansion of the site or the use shall occur without subsequent reviews and approvals by the Planning Division.
- 9 **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the plans approved by the Planning Commission on **February 15, 2023**, or as amended by these conditions. Any deviation shall require appropriate Planning Division review and approval.
- 10 **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and the Federal Americans with Disabilities Act (ADA).
- 11 **Rooftop Solar.** The project does not propose rooftop solar panels at this time. However, suppose the project in the future proposes solar rooftop panels. In that case, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and this study shall be reviewed by the Riverside County Airport Land Use Commission (ALUC).
- 12 **Planning Division.** All Planning Division Conditions of Approval shall be reproduced in the construction and grading plans.
- 13 **City Engineer Conditions.** The project shall adhere to the requirements of the City Engineer as indicated in the attached Engineering Conditions of Approval dated **February 03, 2023**. On and off-site improvement plans shall be submitted for review and approval by the City Engineer.
- 14 **Fire Marshall Conditions.** The project shall comply with all requirements of the Fire Marshall

in the memo dated **April 6, 2022**.

- 15 **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 in the 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>.
- 16 **Building Conditions.** The project shall adhere to the requirements of the Building Department as indicated in the attached Conditions of Approval dated **October 19, 2021**.
- 17 **Public Works Conditions.** The project shall adhere to the requirements of the Public Works Administration Department as indicated in the attached Conditions of Approval dated **November 29, 2021**.
- 18 **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.
- 19 **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 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.
- 20 **SPA 21-05218, TPM 21-05219 (TPM-38292), DPR 21-00013, CUP 21-05216, and (DA) 22-05297.** The City shall promptly notify the applicant of any claim, action, or proceeding for which indemnification is sought and shall cooperate fully in defense of the action.
- 21 **Southern California Edison (SCE).** The developer/owner shall contact the Southern California Edison SCE area service planner (951-928-8323) to complete the required forms before construction. No grading permits shall be issued until a letter from SCE is received by the City Engineer indicating electrical service will be placed underground.
- 22 **Signage.** The project approval does not include signage. All monument signage is required to include the Perris Valley Commerce Center logo (per PVCCSP Chapter 4.2.5). Any proposed wall or monument sign will require a sign application and shall be reviewed and approved by the Planning Division prior to building permit issuance.
- 23 **Waste Hauling and Disposal.** The project shall use only the City-approved waste hauler for all construction and other waste disposal.
- 24 **Graffiti and 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. Graffiti located on site shall be removed within 48 hours. Graffiti shall

be painted over in panels and not patches. In addition, it will match the color of the wall or material surface. Furthermore, the applicant shall apply an anti-graffiti coating on the walls.

- 25 **On-site & Off-site Utilities.** All utilities 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.
- 26 **Performance Standards.** The applicant shall comply with all Performance Standards listed in Chapter 19.44.070 of the Perri Municipal Code.
- 27 **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.
- 28 **Screening of Roof-Mounted Equipment.** Proper screening shall prevent public views of all HVAC equipment and roof-mounted equipment. Also, all vent pipes and similar devices shall be painted to match the building.
- 29 **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.
- 30 **Downspouts.** Exterior downspouts are not permitted on building elevations facing the public right of way. Interior downspouts are required for these elevations.
- 31 **Energy Conservation.** To improve local air quality, the applicant shall comply with the energy-conservation features in 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.
- 32 **Glazing.** Highly reflective glass shall not be used for architectural elevations.
- 33 **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.
- 34 **Payment of Department of Fish and Wildlife Fee.** Within five (5) days of City Council approval, the applicant shall file a Notice of Determination of the Riverside County Clerk and submit appropriate payment of fees in accordance with Section 753.5 (Title 14) of the California Code of Regulations; no project shall be operative, vested, or final until the filing fees have been paid.
- 35 **Preliminary Water Quality Management Plan (PWQMP) 21-00008.** A Preliminary WQMP was prepared for the proposed project site. All PWQMPs were determined to be in substantial compliance, in concept, with the 2012 Riverside County WQMP Manual requirements. The following conditions apply:

Conditions of Approval

- 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 two bioretention basins, a self-retaining landscape, and a covered trash enclosure. The Public Works Department shall review and approve the final addendum WQMP text, plans, and details.
- 36 **Construction Practices.** To reduce potential traffic, noise, and air quality impacts, the mitigation measures listed in Environmental Impact Report (SCH: 20022040023) and 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 **Off-Site Tree Planting or Funding.** To promote the City's tree planting initiative currently underway to make Perris GREEN providing positive benefits to the local environment from air quality to shading, the developer shall plant one 24 inch box tree per ~~5,000~~ **2,500** square feet of building size to include irrigation lines and controllers at an off-site location to be determined by the City (i.e., City right-of-way, parks, etc.) to provide funding equivalent to such cost the discretion of the City prior to issuance of the building permit.
- 38 **Trash Enclosures.** Trash enclosures shall be screened with landscaping (vines and shrubs) and provide decorative solid trellis cover per the development plans presented to the Planning Commission.
- 39 **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
- a. Construction activity and equipment maintenance are limited to weekday hours between 7:00 a.m. and 7:00 p.m. Construction may not occur on weekends or State holidays without the prior consent of the Building Official. Non-noise-generating activities (e.g., interior painting) are not subject to these restrictions.
  - b. Construction routes are limited to City of Perris designated truck routes.
  - c. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials, and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
  - d. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent the transport of dust off-site. The name and telephone number of such persons shall be provided to the City. Also, a board shall be placed at the subject site to include a person and phone number for the public to call in case of dirt and dust issues.

Conditions of Approval

- e. Project applicants shall provide construction site electrical hook-ups for electric hand tools, such as saws, drills, and compressors, to eliminate the need for diesel-powered electric generators or provide evidence that electrical hook-ups at construction sites are not practical or prohibitively expensive.

**40 Property Maintenance.** The project shall comply with provisions of the Perris Municipal Code 7.06 regarding Landscape Maintenance and Chapter 7.42 regarding Property Maintenance. In addition, the project shall comply with the one-year landscape maintenance schedule.

**41 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 ZAP1541MA22:

- 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, places of assembly (including but not limited to places of worship and theaters).
  - vi. Highly noise-sensitive outdoor nonresidential 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. Other Hazards to flight.

- c. The attached "Notice of Airport in Vicinity" shall be provided to all prospective purchasers and occupants of the property, and be recorded as a deed notice.
- d. The project proposes underground basins. Any other proposed basin would require review and approval by the ALUC. Any proposed stormwater 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 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 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](http://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 er or other contact information of the person or entity responsible the stormwater basin.

- e. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.
- f. Noise attenuation measures shall be incorporated into the design of the office and retail 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. The project has been evaluated to construct a mixed-use commercial industrial development on 55.86 acres which includes: 8 commercial buildings totaling 37,215 square feet consisting of retail, restaurant, and gas station with convenience store and car wash; and a 950,224 square foot high-cube industrial warehouse building with mezzanines. 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 to evaluate consistency with the ALUCP is at the discretion of the ALUC Director.
- h. All solar arrays installed on the project site shall consist of smooth glass photovoltaic solar panels without anti-reflective coating, a fixed tilt of 10 degrees and orientation of 180 degrees. Solar panels shall be limited to a total of 550,000 square feet, and the locations and coordinates shall be as specified in the glare study. Any deviation from these specifications (other than reduction in square footage of panels), including change in orientation, shall require a new solar glare analysis to ensure that the amended project does not result in any glare impacting the air traffic control tower or creation of any "yellow" or "red" level glare in the flight paths, and shall require a new hearing by the

## Airport Land Use Commission.

- i. In the event that any glint, glare, or flash affecting the safety of air navigation occurs as a result of project operation, upon notification to the airport operator of an event, the airport operator shall notify the project operator in writing. Within 30 days of written notice, the project operator shall be required to promptly take all measures necessary to eliminate such glint, glare, or flash. An "event" includes any situation that results in an accident, incident, "near-miss," or specific safety complaint regarding an in-flight experience to the airport operator or to federal, state, or county authorities responsible for the safety of air navigation. The project operator shall work with the airport operator to prevent recurrence of the incidence. Suggested measures may include, but are not limited to, changing the orientation and/or tilt of the source, covering the source at the time of day when events of glare occur, or wholly removing the source to diminish or eliminate the source of the glint, glare, or flash. For each such event made known to the necessary remediation shall only be considered to have been fulfilled when the airport operator states in writing that the situation has been remediated to the operator's satisfaction.
- j. In the event that any electrical interference affecting the safety of air navigation occurs as a result of project operation, upon notification to the airport operator of an event, the airport operator shall notify the project operator in writing. Within 30 days of written notice, the project operator shall be required to promptly take all measures necessary to eliminate such interference. An "event" includes any situation that results in an accident, incident, "near-miss," report by airport personnel, or specific safety complaint to the airport operator or to federal, state, or county authorities responsible for the safety of air navigation. The project operator shall work with the airport operator to prevent recurrence of the event. For each such event made known to the project operator, the necessary remediation shall only be considered to have been fulfilled when the airport operator states in writing that the situation has been remediated to the airport operator's satisfaction.
- k. The Federal Aviation Administration has conducted aeronautical studies of the proposed project (Aeronautical Study No. Aeronautical Study No. 2022-AWP-12523-OE thru 2022-AWP-12526-OE) and has determined that neither marking nor lighting of the structure(s) is necessary for aviation safety. However, if marking and/or lighting for aviation safety are accomplished on a voluntary basis, such marking and/or lighting (if any) shall be installed in accordance with FAA Advisory Circular 70/7460-1 M and shall be maintained in accordance therewith for the life of the project.
- l. The proposed structures shall not exceed the prescribed heights as identified in the aeronautical study.
- m. The maximum height and top point elevation specified above shall not be amended without further review by the Airport Land Use Commission and the Federal Aviation Administration; provided, however, that reduction in structure height or elevation shall not require further review by the Airport Land Use Commission. The specific coordinates, frequencies, and power shall not be amended without further review by the Federal Aviation Administration.
- n. Temporary construction equipment used during actual construction of the structure(s) shall not exceed the prescribed heights as identified in the aeronautical study, unless

Conditions of Approval

- o. separate notice is provided to the Federal Aviation Administration through the Form 7460-1 process.
- o. Within five (5) days after construction of the structure reaches its greatest height, FAA Form 7460-2 (Part II), Notice of Actual Construction or Alteration, shall be completed by the project proponent or his/her designee and e-filed with the Federal Aviation Administration. (Go to <https://oeaaa.faa.gov> for instructions.) This requirement is also applicable in the event the project is abandoned or a decision is made not to construct the applicable structure.

**TPM 38292 - FINAL MAP RECORDATION**

- 42 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.
- 43 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 aviation 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 THE ISSUANCE OF GRADING PERMITS**

- 44 Administrative Development Plan Review (ADPR) Entitlement** - An applicant who develops one of any of the seven (7) commercial buildings shall obtain approval of an Administrative Development Plan Review (ADPR) from the Planning Division. A separate application and fee will be required.
- 45 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.
- 46 Traffic Control Plan.** A Traffic Control Plan shall be submitted for approval to the City Engineer.
- 47 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.
- 48 Final Water Quality Management Plan (FWQMP).** Prior to the issuance of grading permits, an FWQMP is required to be submitted. To mitigate impacts related to pollutant loading to receiving waters and/or increased erosion/siltation resulting from the long-term operation of the project, the applicant shall develop, receive approval from the City, and implement an FWQMP. The FWQMP shall contain measures that will effectively treat all pollutants of concern and hydrologic conditions of concern, consistent with the Preliminary WQMP and developed in compliance with the MS4 permit. The FWQMP shall specifically identify pollution prevention, source control, treatment control measures, and other Best Management Practices (BMPs) that shall be used on-site to control predictable pollutant runoff to reduce impacts to water quality to the maximum extent practicable. The FWQMP shall substantially comply with site design, source control, and treatment control BMPs

proposed in the approved Preliminary Water Quality Management Plan (PWQMP).

- 49 **Planning Clearance.** The applicant shall first obtain clearance from the Planning Division to verify that all pertinent conditions of approval have been met.
- 50 **County Health Department License.** Food and beverage service shall be limited to pre-prepared items provided by catering companies, which shall have a valid food handling, preparation, and service license through the Riverside County Health Department.
- 51 **Alcohol Beverage Control (ABC) License.** All catering companies providing on-site and consumption alcohol sales and services shall have a valid Caterer's License (i.e., Type 58 or other) issued by the ABC at all times.

#### **PRIOR TO THE ISSUANCE OF BUILDING PERMITS**

- 52 **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, the conditions of approval enumerated in the conditional approval letter shall be implemented to address the project's location within Airport Influence Area.
- 53 **Building Plans.** All Planning, Public Works, 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. Revise building elevations to include the following:
  - a. Work with staff on replacing the proposed accent color.
- 54 **Final Parcel Map Submittal.** Prior to the issuance of the first building permit, Tentative Parcel Map 38292 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.
- 55 **Landscaping Plans.** Prior to the 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. **Accent Landscaping.** Large trees (24" to 36" box) shall be included in the landscape design at all driveway entrances to the project site.
  - b. **Passenger Vehicle Parking Areas.** A minimum of 30% of trees shall be a 36-inch box or larger in passenger vehicle parking areas. Also, a minimum of one 24-inch box tree per six (6) parking stalls shall be provided.
  - c. **Conceal parking lot area.** All parking areas along the street frontages shall be screened by a minimum 36-inch-high shrub border using a double-row of 5-gallon shrubs at 3.6

feet off center.

- d. **Street Trees.** All street trees within the public right of way shall be 24-inch box size or larger and planted a maximum of 30 feet on center within the parkway.
  - e. **Employee Amenity Areas.** The outdoor employee break area 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) shall be used for all 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. **Shade Tree.** The project shall provide throughout the parking lot.
  - i. **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](http://www.cityofperris.org)) for mandated water conservation.
  - j. **Maintenance.** All landscaping shall be maintained in a viable growth condition.
  - k. **Accent Trees.** Replace the date-palm tree with a different accent tree.
  - l. **Up Lighting.** Provide up lighting on accent trees along the main Ramona Expressway entry.
- 56 **Site Plan Requirements.** The following shall be shown on the building plan check set for Planning staff review and approval:
- a. **Parking Stalls.** Parking stalls for passenger vehicles shall be striped in accordance with Chapter 19.69.030C.5b of the Zoning Code (double striping).
  - b. **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.
- 57 **Screen Walls and Fencing.** Decorative screen walls shall screen views into truck courts from the public right of way (Webster Avenue, Ramona Expressway, and Nevada Road) 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. Any changes to the approved wall and fence plan require review and approval of Planning Division staff. The following shall apply:
- a. **Decorative Wall.** The ten (10) foot-high CMU wall, including berm height, proposed along the south property line must be a decorative wall with pilasters spaced at 100-foot intervals and with endcaps incorporated as part of the design.
  - b. **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.

- c. **Wrought iron Gates.** All tubular steel gates in public view shall be a minimum of eight (8) feet in height and be screened by a high-quality view-obscuring material, subject to Planning review and approval.
- d. **Graffiti.** All block/tilt-up 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.

58 **Site Lighting Plan.** A site lighting plan that complies with the City's Outdoor Lighting Regulations and Mount Palomar Observatory's Dark Sky Ordinance shall be approved. The lighting plan shall include photometric, fixture details, and standard light elevations to meet 2700 KV illumination or less (to provide adequate illumination). 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 lots and pedestrian areas for safety and security. All lighting shall be shielded downward to prevent light pollution from spilling onto adjacent parcels or the public right of way.

59 **Construction Plans.** All Planning Division and Engineering Department Conditions of Approval, proposed employee amenities, and the Mitigation Monitoring and Reporting Program 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).

60 **Fees.** The developer shall pay the following fees before 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. Appropriate City Development Impact Fees in effect at the time of development.

**PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS:**

61 **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 before issuing a Certificate of Occupancy. This condition shall apply only to districts existing when 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:

- a. Landscape Maintenance District No. 1;
- b. Flood Control Maintenance District No. 1;
- c. Maintenance District No. 84-1;

- d. North Perris Community Facilities Assessment District; and
- e. Any other applicable City Assessment and Community Facilities Districts

62 **Truck Routes.** The applicant shall notify all truck drivers of the truck routes adopted by the City Council. Signs shall be provided on-site and within the public right-of-way to direct all trucks to use designated truck routes only as approved by the Engineering and Planning Departments.

For the Industrial Site, truck access shall be limited to I-215/Placentia Avenue Interchange, Frontage Road and Nevada Road only.

Truck access to and from Webster Avenue, Ramona Expressway and Perris Boulevard is prohibited.

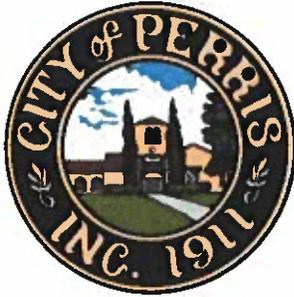
63 **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all pertinent conditions of approval have been met. The applicant shall have all the required paving, parking, walls, site lighting, landscaping, and automatic irrigation installed and in good condition.

64 **Outstanding Fees.** Any outstanding processing fees due to the Planning Division shall be paid prior to building occupancy.

65 **On-Site Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for a final landscape inspection after the installation of all landscaping and irrigation systems 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.

66 **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 prior to Planning sign off.

**END OF CONDITIONS**



# CITY OF PERRIS

STUART E. MCKIBBIN, CONTRACT CITY ENGINEER

## CONDITIONS OF APPROVAL

P8-1486

February 3, 2023

DPR 21-00013, CUP 21-05216, TPM 38292, SPA 21-05218

Ramona Gateway Commerce Center

SWC Ramona Expy. & Webster Av.

APNs 317-120-017, 317-130-017, -021, -025, and -048

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. The developer/property owner shall provide for all traffic mitigation measures in compliance to the improvements as depicted in the Traffic Analysis prepared by Urban Crossroads dated May 10, 2022 and as conditioned below as approved by the City Engineer.

4. For the Industrial Site, site circulation shall be such that auto and truck access, circulation and parking are distinct and separate.

5. For the Industrial Site, truck access shall be limited to I-215/Placentia Avenue Interchange, Frontage Road and Nevada Avenue only.

Truck access to and from Webster Avenue, Ramona Expressway and Perris Boulevard is prohibited.

**Prior to Recordation of the Parcel Map:**

6. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.

7. 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 Plans; plans shall show the WDID No.
- b. Street and Storm Drain Improvement Plans
- c. Traffic Signal Plans
- d. Signing and Striping Plans
- e. Water and Sewer Improvement Plans
- f. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
- g. Geotechnical Report
- h. Hydrology and Hydraulic Report
- i. 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.

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 and easement to accommodate the deceleration and acceleration lanes and the parkway/Class I Shared Use Path as approved by Planning Department and Public Works Department.

9. Nevada Avenue is classified as a Collector (66'/44') per General Plan. Adequate right-of-way shall be dedicated on Nevada Avenue along the property frontage to accommodate a 33 foot half width dedicated right-of-way plus adequate right-of-way and easement to accommodate the parkway/Class I Shared Use Path as approved by Planning Department and Public Works Department.

10. Webster Avenue is classified as a Secondary Arterial (94'/70') per General Plan. Adequate right-of-way shall be dedicated on Webster avenue along the property frontage to accommodate a 47 foot half width dedicated right-of-way plus adequate right-of-way and easement to accommodate the parkway/Class I Shared Use Path as approved by Planning Department and Public Works Department.

11. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.

12. All rights-of-way and easements 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.

13. Relinquish and waive rights of access to and from Ramona Expressway, Nevada Avenue and Webster Avenue on the Map other than the access opening as shown on the site plan.

14. 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.

15. 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.

16. 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:**

17. 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 Plans; plans shall show the WDID No.
- b. Street and Storm Drain Improvement Plans
- c. Traffic Signal Plans
- d. Signing and Striping Plans
- e. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
- f. Geotechnical Report
- g. Hydrology and Hydraulic Report
- h. 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.

18. The developer/property shall install a storm drain bypass system from the future detention basin on the west side of Nevada Avenue to Webster Avenue, through the Industrial Site. This system shall be connected, via underground storm drain facility, to the Perris Valley Master Drainage Plan Facility Line E-7. The system shall accommodate the 100 year storm event and its type, design and alignment shall be as approved by the City Engineer.

19. The runoff from the Retail Site and the Industrial Site shall be collected onsite and shall be connected, via underground storm drain facility, to Perris Valley Master Drainage Facility Line E-7 as approved by the City Engineer.

20. The channel along the southerly property boundary of the Industrial Site shall be improved to include standard channelization and standard headwall structures in order to facilitate regular standard maintenance in coordination with the School District and as approved by the City Engineer. The system shall be connected, via underground storm drain facility, to the Perris Valley Master Drainage Plan Facility Line E-7 as approved by the City Engineer.

21. Four points of access/driveways are permitted to the Retail Site:

- Two driveways on Ramona Expressway:

- The westerly driveway shall be signalized to accommodate full turning movements, and

- The easterly driveway shall be restricted to right-in only (the easterly return of the driveway shall be reversed.)

- One driveway on Nevada Avenue; this driveway shall be restricted to right-in/right-out only.

- One driveway on Webster Avenue; a focused traffic analysis shall be provided to determine the extent of turning movements at this driveway as approved by the City Engineer.

22. Four points of access/driveway are permitted to the Industrial Site:

- Three driveways on Nevada Avenue:

- The northerly driveway shall be designated for truck access only and restricted to right-in/left out only (the northerly return of the driveway shall be reversed),

- The middle driveway shall be designated for truck access only and restricted to right-in/left out only (the northerly return of the driveway shall be reversed), and

- The southerly driveway shall be designated for auto access only.

- One driveway on Webster Avenue. This driveway for auto access only.

23. 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.

24. The developer/property owner shall pay to the City \$500,000 for their contribution towards 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:**

25. 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.

26. 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.

27. Fire Department and EMWD approvals of the Water Improvement Plans are required prior to City Engineer's approval.

28. Paved access shall be provided to the proposed buildings per the Precise Grading Plans.

29. 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:**

30. Ramona Expressway (Expressway - 184'/134') along the property frontage within the dedicated right-of-way shall be improved to provide for deceleration and acceleration Lanes, 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.

31. An additional vehicular travel lane shall be provided on westbound Ramona Expressway from Webster Avenue to Nevada Avenue. Caltrans and/or Riverside Transportation Department may then evaluate whether restriping of Ramona Expressway west of Nevada Avenue is required to provide an adequate receiving lane and transition to the I-215 freeway

onramp. If, after this evaluation, it is determined that restriping is required, and the developer/property is unable to obtain the required encroachment permit, then the City Engineer, in his sole and absolute discretion, may allow the developer/property owner to provide a \$25,000 in lieu payment.

32. Nevada Avenue (Collector – 66'/44') along the property frontage within the dedicated right-of-way shall be improved to provide asphalt paving (using a TI of 11.0 and PG 70-10), 6 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 per General Plan.

33. Webster Avenue (Secondary Arterial – 94'/70') along the property frontage within the dedicated right-of-way shall be improved to provide asphalt paving (using a TI of 11.0 and PG 70-10), 6 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 per General Plan.

34. The 13 foot wide Class I Shared Use Path shall include an 8 foot wide concrete section with 2 foot wide Decomposed Granite (DG) strips on both sides of the concrete section, enclosed by 6 inch mow curbs.

35. Traffic signals shall be installed at the intersection of Ramona Expressway and Nevada Avenue and at the intersection of Ramona Expressway and the westerly driveway to the Retail Site.

36. The traffic signal at the intersection of Ramona Expressway and Webster Avenue shall be modified to accommodate the improvements.

37. The extent of the design of the traffic signals shall be as approved by the City Engineer.

38. Installation of the drainage infrastructure, as specified above, shall be completed and accepted by the City Engineer.

39. The conditions of the existing pavement on Ramona Expressway, Nevada Avenue and Webster Avenue along the property frontage shall be evaluated by the developer/property owner in order for the City Engineer to determine the extent of pavement rehabilitation. If the existing pavement is in good condition, the developer/property owner may use grind and overlay technique as determined by the City Engineer.

40. The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer.

41. 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 McKibbin  
Contract City Engineer



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

# MEMORANDUM

**Date:** November 29, 2021

**To:** Matthew Evans, Project Planner

**From:** Michael Morales, CIP Manager

**By:** Chris Baldino, Landscape Inspector *CB*

**Subject:** **DPR 21-00013 – Conditions of Approval**

Proposal to construct an 850,224 square feet industrial building and a 37,215 square foot commercial shopping center within the Perris Valley Commerce Center Specific Plan.

- 
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' (92' halfwidth), Class 1 shared use path (pedestrian and bicycle), curb gutter, median, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 25' public parkway from face of curb.
    - **Nevada Ave** - Provide offer of dedication as needed to provide for full half width Street (66' (33' halfwidth), Class 1 shared uses path (pedestrian and bicycle), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum public parkway, plus an additional 5' easement, totaling 16' public parkway from face of curb. The additional 5' of landscape easement shall be required to provide for the Class 1 shared use (pedestrian/bicycle) path, to be integrated within the parkway landscape.
    - **Webster Ave** - Provide offer of dedication as needed to provide for full half width Street (94' (47' halfwidth), Class 1 shared uses path (pedestrian and bicycle), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum public parkway, plus an additional 1' easement, totaling 16' public parkway from face of curb. The additional 1' of landscape easement shall be required to provide for the Class 1 shared use (pedestrian/bicycle) path, to be integrated within the parkway landscape.
  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 **DPR21-00013**" 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 east 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 Galic.
  - **Ramona Expressway Median** - 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 requirement. The planting and design shall follow the Perris Valley Commerce Specific Plan as shown in the Streetscape Landscape design guidelines and consist of the following: Trees Washingtonia filifara California Fan Palm, Cercidium floridum Blue Palo Verde Multi Trunk. The use of drought restraint shrub and ground cover to complement existing median east of this project within Ramona Expressway, including but not limited to the following: Dasylyrion wheeleri Desert Spoon, Helictotrichon sempervirens Blue Oat Grass, Officinalis Rosmarinus Huntington Carpet Rosemary, Anigozanthos "Big Red" Kangaroo Paw, Tulbaghia violacea Society Garlic. The use of Cobble, gravel, and decomposed gannet to complement existing median east of this project.
  - **Nevada Ave.** – Per 6.0.21 Streetscape Landscape design guidelines and planting pallet for Collector Road and Figure 6.0-9 of the PVCCSP for sizing and spacing requirements. The planting will consist of the following, Primary Trees: Platanus acerifolia London Plane. Use of drought resistant shrubs and groundcover including but not limited to the following: Yucca falaccida Gold Garland Yucca, Pennisetum alopecuroides Dwarf Fountain Grass, Lantana swllowiana Trailing Lantana, use of native boulders from Perris area.
  - **Navada Ave. to Include Class 1 Shared Use Bicycle Path.** Provide a shared use path, in accordance with the Design Guidelines provided in Section 4 "Mixed Use Tool Kit" of the City's Active Transportation Plan complete with mow curb, decomposed granite, and asphalt paving along roadway west/east of centerline. The configuration will approximate the following: 2' Decomposed Granite Pedestrian path (with 6" mow curb), 8' wide asphalt bicycle path, 2' Decomposed Granite Pedestrian path (with 6" mow curb), and 6" mow curb. Asphalt path will be a minimum of 3" asphalt concrete over a 4" class 2 base. Total width of shared use path will be 12'.
  - **Webster Ave** – Per 6.0-18 Streetscape Landscape design guidelines and planting pallet for Secondary Arterial and Figure 6.0-7 of the PVCCSP for sizing and spacing requirements. Planting will consist of the following, Trees: Lagestroemia indica fauriei Tuscarora Crape Myrtle and Prunus blireana Blireana

Flowering Plum in alternating groups of three. Use of drought resistant shrubs and groundcover including but not limited to the following: Lantana camara Patriot Rainbow Compact Lantana, Lantana New Gold, Rhamphiolepis umbellate Dwarf Yedda Hawthorn, Tachelospermum asiaticum Asian Jasmine.

- **Webster to Include Class 1 Shared Use Bicycle Path.** Provide a shared use path, in accordance with the Design Guidelines provided in Section 4 "Mixed Use Tool Kit" of the City's Active Transportation Plan complete with mow curb, decomposed granite, and asphalt paving along roadway west/east of centerline. The configuration will approximate the following: 2' Decomposed Granite Pedestrian path (with 6" mow curb), 8' wide asphalt bicycle path, 2' Decomposed Granite Pedestrian path (with 6" mow curb), and 6" mow curb. Asphalt path will be a minimum of 3" asphalt concrete over a 4" class 2 base. Total width of shared use path will be 12'.
  - **Intersection of Ramona Expressway and Nevada Ave. (S/E Corner)** – Visual enhancement may include but shall not be limited to two tier masonry planters with stucco fascia in crescent shape to scale of setback, proposed by applicant, and Entry Monument Design, shown in Figure 6.0.12 constructed to the Specifications and Construction Details found in the City of Perris Gateway Entry Construction Plans, to be provided by the City of Perris. Install trees, (in a semi-circle or crescent shape on the upper level), with two levels of drought tolerant shrubs in mid-and foreground planters, as depicted in Figure 6.0-15. See Section 5.2.1 and Figure 50-5B.
- 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), Rainbird Master Valve PESB-R 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 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. Streetlights 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 meet the type, style, and durability requirements of the Public Works Engineering Administration and Special Districts Division.
  - **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
  - **Acceptance By Public Works/Special Districts-** Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.
8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 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 and landscape, median, and shared use path proposed by the project on Ramona Expressway, Nevada Ave, and Webster Ave.
  - **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 #21-00013

Case Planner: Mathew Evans (951) 943-5003,

Applicant: Daniel Sachs

Location: SW Corner of Ramona Expressway and Webster Ave

Project: Proposal to construct a 850,224 SF industrial building, and a 37,215 SF shopping center

APN(s): 317-120-017, 317-130-017 – 021 and 048

Reviewed By: David J. Martinez, CBO

Date: 10-19-2021

**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 site 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 and the site.
5. You will have to comply with the Solar regulations
6. No building will be allowed to be built over any parcel lines. The Parcel Map must be recorded prior to the issuance of any building permits

**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 6, 2022

City of Perris  
Attn: Mathew W. Evans  
135 N. D Street  
Perris, CA 92570-2200

### **Subject: Development Plan Review for DPR21-00013**

As requested, a review of the subject property was completed. The following 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. 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.
4. 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.
5. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
6. 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.
7. 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.
8. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
9. 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

6560 Van Buren Blvd, Ste B, Riverside, CA. 92503  
(800) 975-7395 \* (951) 772-0007

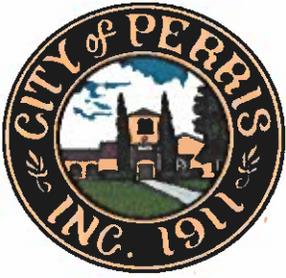
fronting the property and comply with California Fire Code Section 505.1 for size and color.

10. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.
11. 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.
12. 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.
13. 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 Grubb, CFPE



# CITY OF PERRIS

COMMUNITY SERVICES

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## MEMO

**Date:** March 29, 2023

**To:** Patricia Brenes, Project Planner

**From:** Sabrina Chavez, Director of Community Services

**Cc:** Arcenio Ramirez, Assistant Director of Community Services  
Arturo Garcia, Parks Manager  
Joshua Estrada, Parks Coordinator

**Subject:** Development Plan Review 21-00013 – Ramona Gateway Warehouse –  
Comments

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Community Services Staff reviewed DPR 21-00013 and offer the following comment(s):

### Development Impact Fees

- The Project is subject to payment of Industrial Park Development Impact Fees.
- The Project is subject to payment of Residential Park Development Impact Fees.
- This Project is subject to payment of Public Art Development Impact Fees.

### Special Districts

- The project shall annex into the Community Facilities District No. 2018-02 (Public Services)

# **ATTACHMENT 3**

**Project Plans (Site Plan, Tentative Parcel Map,  
Building Elevations, and Conceptual Landscape  
Plan) - Informational Purpose**



**SITE INFORMATION:**

APPLICANT/ PROPERTY OWNER:  
 PERRIS LANDCO, LLC  
 201 SPEAR STREET, SUITE 1100  
 SAN FRANCISCO, CA 94105  
 DANIEL SACHS  
 EMAIL: daniel.sachs@perrislandco.com

LEGAL DESCRIPTION:  
 THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:  
 A PTN OF LOT 20 PERRIS SUBDIVISION, BK 7 PGS 25 OF MAPS, TOGETHER WITH A PTNS OF LOT 22 PERRIS RE-SUBDIVISION, BK 7 PGS 45 OF MAPS, ALL OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.

ZONING: PVCC SP (PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN: COMMERCIAL)  
 AIRPORT OVERLAY: C1

ASSESSORS PARCEL NO.: 317120021

**PROJECT INFORMATION:**

**SITE INFORMATION:**

- TOTAL GROSS SITE AREA: ±2,176,883 SF (89.97 AC)
- TOTAL NET SITE AREA: ±2,141,845 SF (89.17 AC)
- RETAIL GROSS SITE AREA: ±329,012 (7.55 AC)
- RETAIL NET SITE AREA: ±302,687 (6.96 AC)

**LANDSCAPE INFORMATION:**

- MINIMUM LANDSCAPE COVERAGE REQUIRED: 10%
- TOTAL LANDSCAPE COVERAGE PROVIDED: ±54,281 SQ FT (18% OF TOTAL SITE) (4.4% OF PARKING AREA)

**BUILDING INFORMATION:**

- BUILDING 1: FOOD, ±4,500 SQ FT
- BUILDING 2: MULTI-TENANT, ±7,200 SQ FT
- BUILDING 3: FOOD, ±4,500 SQ FT
- BUILDING 4: FOOD, ±4,500 SQ FT
- BUILDING 5: MULTI-TENANT, ±6,000 SQ FT
- BUILDING 6: COFFEE, ±2,400 SQ FT
- BUILDING 7: C-STORE, ±4,800 SQ FT
- BUILDING 8: CAR WASH, ±3,818 SQ FT
- TOTAL SQUARE FOOTAGE: ±37,215 SQ FT

- MAXIMUM LOT COVERAGE BY STRUCTURE ALLOWED: 50%
- RETAIL LOT COVERAGE PROVIDED: 11.28%

**PARKING INFORMATION:**

- COMMUNITY SHOPPING CENTER: 1/200 SF
- PARKING DIMENSIONS: 9' x 19'
- (VACUUM STALLS 12' x 19')
- TOTAL STALLS REQUIRED: 187 STALLS
- TOTAL STALLS PROVIDED:

  - ACCESSIBLE STALLS: 15 STALLS
  - STANDARD STALLS: 165 STALLS
  - VACUUM STALLS: 11 STALLS
  - EV STALLS: 2 STALLS
  - EVCS STALLS: 2 STALLS

- TOTAL PROVIDED: 215 STALLS
- PARKING RATIO: APPROX. 5.8/1000SF

**NOTE:**

- LOADING ZONES, CAV/FEVCS STALL INFORMATION TO BE CONFIRMED PRIOR TO PLAN CHECK
- SIGNAGE FOR PEDESTRAIN/BICYCLE CROSSING AND STOP SIGN

# RAMONA GATEWAY COMMERCE CENTER

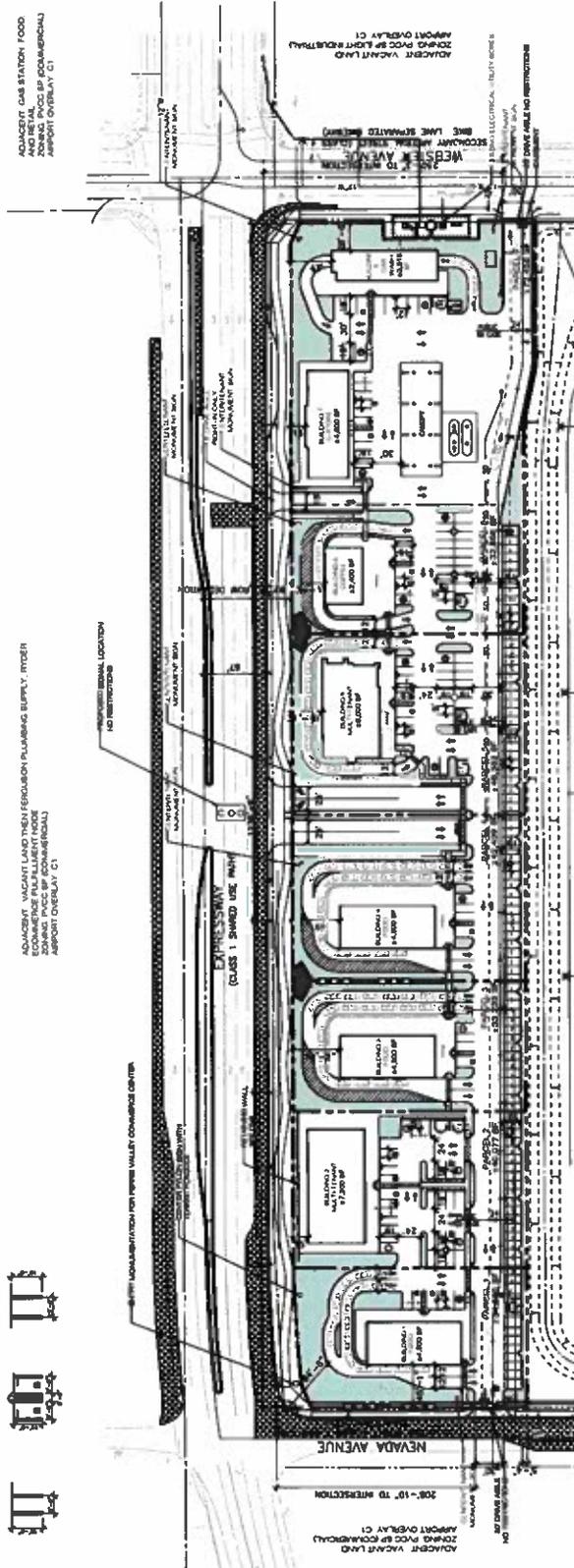
PERRIS RAMONA EXPRESSWAY AND WEBSTER AVENUE  
 PERRIS, CALIFORNIA

Scale: 1" = 50'-0"  
 June 20, 2022

P 15121020 - Perris Ramona Gateway Commerce Center  
 Daniel Sachs, Daniel Sachs & Associates, Inc.  
 15121020 - Perris Ramona Gateway Commerce Center

**SITE LEGEND:**

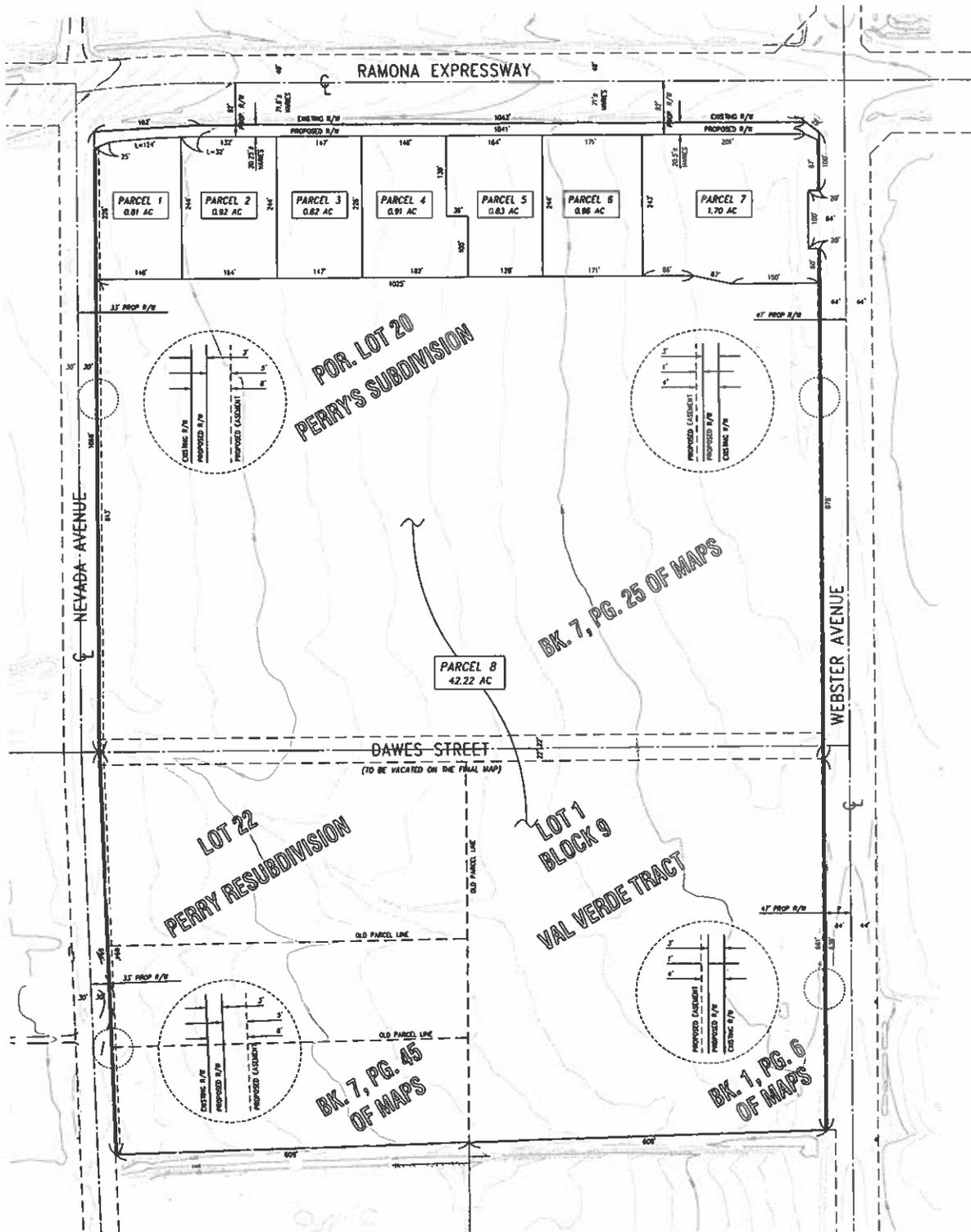
- ON-SITE LANDSCAPED AREA
- SITE PROPERTY LINES
- CITY CURB AND OUTER LINES
- STREET CENTER LINES
- ON-SITE CURB LINES
- ON-SITE PARKING
- FUTURE ELECTRICAL VEHICLE STALLS
- EVCS ELECTRICAL VEHICLE CHARGING STATION
- TYPICAL BIKE AND RENTAL STALL
- TYPICAL ACCESSIBLE STALL
- TYPICAL VACUUM STALL



**BICKEL GROUP ARCHITECTURE**  
 3400 BIRCH STREET, SUITE 150  
 NEWPORT BEACH, CA 92660  
 WWW.BICKELGROUP.COM

# TENTATIVE PARCEL MAP No. 38292

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



<b>PREPARED BY:</b>	<b>JOB NO.</b>
 P.A. Engineering & Planning, Inc. 600 E. EVER ROAD SUITE 301 SANTA ANA, CA 92705 949.714.9642	100-1
	<b>SHEET</b>
	2 of 2
<b>PREPARATION DATE: Oct 11 2021</b>	





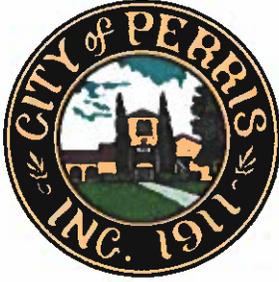


# ATTACHMENT 4

City Council Agenda Submittal (without exhibits) –  
Dated March 14, 2023

*(Due to the size of the files, the documents are  
located at the following webpage:*

[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206\\_1313\\_479link](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206_1313_479link)



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:**

March 14, 2023

**SUBJECT:**

Specific Plan Amendment (SPA) 21-05218, Tentative Parcel Map (TPM-38292), Development Plan Review (DPR) 21-00013, Conditional Use Permit (CUP) 21-05216, and Development Agreement (DA) 22-05297 – A proposal to facilitate the construction of a 950,224 square-foot industrial facility and a commercial development located on the southerly side of Ramona Expressway between Nevada Road and Webster Avenue consisting of the following: 1) Specific Plan Amendment to rezone 42.22 acres of a larger 49.17 acre site from Business Park Office (BPO) Zone and Commercial (C) Zone to Light Industrial (LI) Zone, and to remove a paper street from the Circulation Plan in the Perris Valley Commerce Center Specific Plan (PVCCSP); 2) Tentative Parcel Map to subdivide 49.17 acres into 8 parcels; 3) Development Plan Review for the site plan and building elevations; 4) Conditional Use Permit to permit a vehicle fuel station with a convenience store, car wash, four drive-throughs establishments within the proposed commercial development; and 5) Development Agreement for specific project improvements and community benefits. (APNs: 317-120-021, 317-130-017, -021, -025 and -048. Applicant: Daniel Sachs of DECA Perris Land Co, LLC.

**REQUESTED ACTION:**

Adopt Resolution Number (*next in order*) to certify the Final Environmental Impact Report (SCH 2022040023), and adopt the Mitigation and Monitoring and Reporting Program, the Findings of Fact, and the Statement of Overriding Considerations related to the significant environmental impacts resulting from the project;

Adopt Resolution Number (*next in order*) to approve Tentative Parcel Map (TPM-38292), Conditional Use Permit (CUP) 21-05216 and Development Plan Review 21-00013 to facilitate the construction of a 950,224 square foot industrial distribution building, and a commercial development, based on the findings and subject to the Conditions of Approval; and

Introduce First Reading of Ordinance Number (*next in order*) approving Development Agreement 22-05297 and Specific Plan Amendment 21-05218 to change the land use designation of 42.22

acres of a larger 49.17 acre site from BPO Zone to LI Zone and making findings of support thereof.

**CONTACT:** Kenneth Phung, Director of Development Services

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**BACKGROUND/ PROJECT DESCRIPTION:**

On February 15, 2023, the Planning Commission voted 3-1 to recommend approval to the City Council of the Ramona Gateway project located on the southerly side of Ramona Expressway between Nevada Road and Webster Avenue, consisting of 950,224 square-foot industrial building and 37,215 square feet of commercial development with the following entitlements: 1) Specific Plan Amendment to rezone 42.22 acres of a larger 49.17-acre site from Business Park Office (BPO) Zone and Commercial (C) Zone to Light Industrial (LI) Zone, and to remove a paper street from the Circulation Plan in the PVCC Specific Plan; 2) Tentative Parcel Map to subdivide 49.17 acres into eight (8) parcels; 3) Development Plan Review for the site plan and building elevations; 4) Conditional Use Permit to permit a vehicle fuel station with a convenience store, car wash, four drive-throughs establishments within the proposed commercial development; and 5) Development Agreement for specific project improvements and community benefits. The surrounding uses include vacant property zoned Commercial and Potential Detention Basin to the west, an entitled commercial development across Ramona Expressway to the north that is currently vacant land, the Val Verde Academy and Val Verde High School to the south, and vacant property to the east across Nevada Road zoned Light Industrial.

*Development Agreement:*

As part of the Development Agreement, the following community benefits are proposed; 1) A "Welcome to Perris" monument sign proposed on the Ramona Expressway median; 2) Contribution of \$776,634 for the Perris Downtown Skill Training & Job Placement Center; 3) Contribution of \$200,000 to the Val Verde High School's Career and Technical Education (CTE) Program; 4) Contribution of \$27,000 to the Val Verde Academy to fund the garden modernization project; and 5) at least one retail business is required to be in operation and open to the public prior to releasing occupancy for the industrial building. Other physical benefits outlined in the Development Agreement include a \$1.9 million regional storm drain improvement that starts from the westerly boundary of the site at Nevada Avenue and connects to the existing Master Plan Drainage Facility (Line E) at the northeast corner of Ramona Expressway and Webster Avenue. As a matter of information, a Preliminary Review Application for Starbucks has been submitted to the Planning Division for review and comments. The Development Agreement also includes a 10-year term to ensure the public benefits are completed to the City's satisfaction.

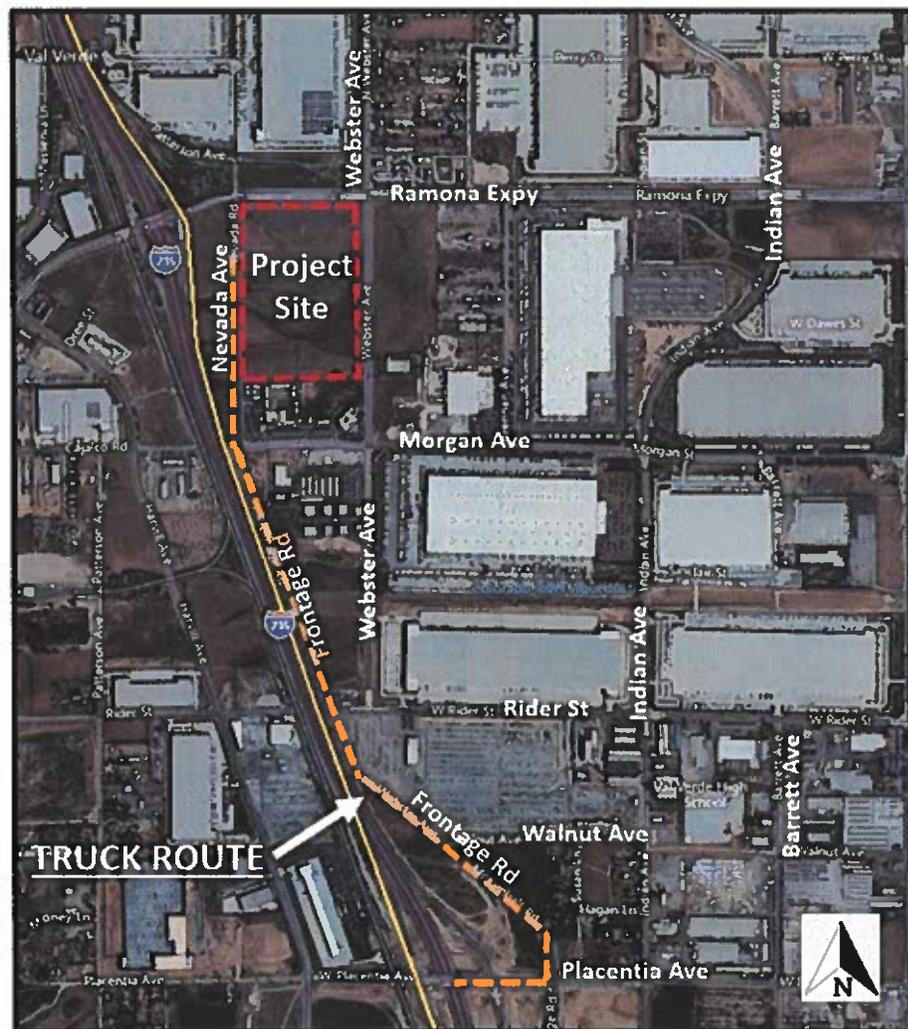
*Public Outreach:*

A scoping meeting was conducted on July 20, 2022, for the EIR. To address the concerns expressed by the Planning Commission, the applicant conducted public outreach in the community and sent out a flyer/survey letter regarding the project and contacted the Val Verde Schools south of the site to address their concerns. The applicant has also contacted the Chamber of Commerce.

As a result of their outreach, they obtained a total of 112 support letters from Perris residents and the Chamber of Commerce supporting the project. In response to the concerns regarding the adjacent schools to the south, the applicant reached out to the schools. They now support the project, as the developer agreed to install a ten (10) foot-high wall along the south property line shared with the school and correct a drainage issue on the school site.

*Truck Circulation:*

The developer worked with Val Verde High School representatives to revise the site circulation to place truck traffic on Nevada Avenue, away from the drop-off and pick-up areas for the students on Morgan Street and Webster Avenue. Truck access is now proposed via the two most northerly driveways along Nevada Road, which are restricted to right-in/left-out turning movements to preclude truck access to Ramona Expressway. The two most southerly driveways on Webster Avenue and Nevada Road are designated for passenger vehicles only (Attachments 8 and 9). Truck circulation is limited to and from I-215/Placentia Avenue Interchange via Placentia Avenue and Interstate 215 Frontage Road/Nevada Road. Truck access to and from Ramona Expressway is prohibited.



## **PLANNING COMMISSION MEETING:**

### *Public Comments*

At the February 15, 2023, Planning Commission hearing, four (4) people spoke in support of the project, Stacy Dedeaux, Principal of Val Verde High School and Academy; Allen Lynch of Lynch Group representing Starbucks; Rumzi Alabbasi of Alabbasi Construction & Engineering, who intends to build the fuel station with a convenience store on the project site; and Alan Robertson, Peninsula Retail Partners, who has interested retail operators who want to develop on the commercial pads if the project is approved. Members of LIUNA (Laborers' International Union of North America) were also present, and two (2) spoke in support of the project as it would bring living wage jobs to union laborers in the area and expressed appreciation for the funding that would be allocated for the Perris Downtown Skill Training & Job Placement Center. Letters of support were also received by staff regarding this project from Val Verde High School and Academy, Allen Lynch of Lynch Group representing Starbucks, Marwan Alabbasi of Alabbasi Construction & Engineering, Perris Valley Chamber of Commerce, and Val Verde Unified School District (Attachment 10).

### *Discussion*

At the February 15, 2023, meeting, the Planning Commission expressed that the warehouse design was appealing and appreciated the developers' outreach to Perris residents, the Chamber of Commerce, and Val Verde Schools to gain support as expressed by the Planning Commissioners during the EIR Scoping meeting on July of 2022. They were particularly appreciative of the developer working closely with the Val Verde School Principal to address the school's concerns by redesigning the project by putting truck access on Nevada Avenue, resolving an ongoing drainage at the school site, and installing a 10-foot-high wall adjacent to the school site as part of the project proposal. The commitment to have at least one retail business open to the public prior to releasing occupancy for the industrial building. Plus, the developer will construct all the off-site infrastructure improvements adjacent to the commercial site (i.e., roadway widening, traffic signals, and pedestrian access), including a Welcome to Perris sign, estimated to cost approximately 2.2 million dollars.

After listening to public comments, the applicant's commitment to addressing the school's concerns, and the community benefits proposed in conjunction with the project, the Planning Commission recommended approval of the project 3-1.

## **ENVIRONMENTAL DETERMINATION:**

An Environmental Impact Report (SCH 2022040023) was completed in compliance with the California Environmental Quality Act (CEQA) Guidelines (Attachments 11 and 12). The EIR concludes that all impacts have generally been reduced to less than significant or have been reduced to below the level of significance with the implementation of mitigation measures, except for results related to air quality, cumulative GHG emissions, and transportation which have been identified as significant and unavoidable. Adoption of a Statement of Overriding Consideration would be required to approve the project.

A Notice of Availability for the Draft EIR was sent to property owners within 300 feet of the Project site, tribes, agencies, and interested parties. Staff received one comment letter from the South Coast Air Quality Management District (SCAQMD) on the Draft EIR regarding the analysis approach and modeling assumptions used in the air quality analysis. A Health Risk Assessment was prepared for this project, as required by the PVCCSP, which concluded that the project will not cause a significant human health or cancer risk to sensitive receptors. The comment letter and the Response to Comment are included in the Final EIR (Attachment 12). None of the comments on the SCAQMD letter raise additional environmental impacts that have not already been analyzed in the EIR or constitute "significant new information," or meet any of the conditions in Section 15088.5 of the State CEQA Guidelines that would require recirculation of the EIR.

**RECOMMENDATION:**

The Planning Commission recommends to the City Council the following: 1) Adoption of Resolution Number (*next in order*) certifying the Environmental Impact Report, and adopting the Mitigation Monitoring and Reporting Program, the Findings of Fact, and the Statement of Overriding Considerations related to the significant environmental impacts resulting from the project; 2) Adoption of Resolution Number (*next in order*) approving Tentative Parcel Map 21-05219 (TPM-38292), Conditional Use Permit (CUP) 21-05216, and Development Plan Review (DPR) 21-00013; and 3) Introduction of the First Reading of Ordinance Number (*next in order*) approving Specific Plan Amendment 21-05218 and Development Agreement 22-05297 to facilitate the construction of a 950,224 square foot industrial warehouse distribution building, and the 37,215 square foot commercial development, based on the findings and the Conditions of Approval.

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**BUDGET (or FISCAL) IMPACT:** All costs associated with the project are borne by the applicant.

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Prepared by: Doug Fenn, Planning Consultant  
**REVIEWED BY:** Patricia Brenes, Planning Manager

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager \_\_\_\_\_

**Attachments:**

1. Resolution Number (*next in order*) Certifying the Environmental Impact Report, and Adopting the Statement of Overriding Considerations, Findings of Fact, and the Mitigation Monitoring and Reporting Program  
*Due to the size of the file, only the Resolution is included as a hard copy, the Exhibits are available online at:*  
[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206_1313_479)

2. Resolution Number (*next in order*) Approving Tentative Parcel Map (TPM-38292), Conditional Use Permit (CUP) 21-05216 and Development Plan Review 21-00013 and Conditions of Approval (Planning, Engineering, Public Works, Fire, Community Services, and Building & Safety)
3. Ordinance Number (*next in order*) Adopting Specific Plan Amendment 21-05193 and Development Agreement 22-05297
4. Location/Aerial Photo
5. Existing and Proposed PVCCSP Land Use Maps
6. MARB/IPA ALUCP Map
7. Proposed Modification to PVCCSP Circulation Plan – Removal of Dawes Street
8. Tentative Parcel Map
9. Project Plans (Site Plan, Fire Access Site Plan, Floor Plan, Building Elevations, Cross Sections, Conceptual Landscape/ Fence and Wall Plans, and Colors and Materials Sample Sheet)
10. Public Comment Letters and Survey Forms – In Support of the Project  
*Due to the size of the files, the documents are available online at:*  
[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206_1313_479)
11. Draft Environmental Impact Report (SCH:2022040023) and Associated Technical Studies.  
*Due to the size of the files, the documents are available online at:*  
[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206_1313_479)
12. Final Environmental Impact Report (Public Comment Letter, Response to Comment, Errata, and Mitigation Monitoring and Reporting Program)  
*Due to the size of the file, the documents are available online at:*  
[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206_1313_479)
13. Planning Commission Staff Report Without Exhibits - Dated February 15, 2023  
*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:*  
[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206_1313_479)

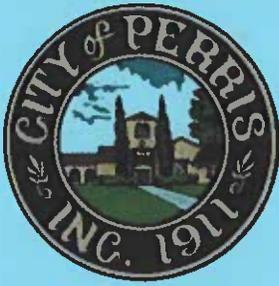
Consent:

Public Hearing: X

Business Item:

Presentation:

Other:



10.O.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 11, 2023

**SUBJECT:** Approval of Additional National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS

**REQUESTED ACTION:**

1. Approve Settlement Agreements and Participation Forms for the City's participation in the National Opioid Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS.
2. Approve the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the National Opioid Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS.
3. Adopt a Resolution approving and authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS, including signing necessary documents and transmittal thereof as necessary.

**CONTACT:** Ernie Reyna, Deputy City Manager *ER*

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#### BACKGROUND/DISCUSSION:

In 2021, the City entered into settlement agreements with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation. (collectively, the "Distributors") and Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, the "Manufacturer") (for purposes of this submittal, the Distributors and Manufacturer are collectively referred to as the "2021 Settling Defendants"). The 2021 settlement agreement related to litigation (the City was not a party to this litigation) by various states, cities, and counties relating to the 2021 Settling Defendants' manufacture and distribution of opioids and, in particular, the impact of such activities upon the national opioid epidemic ("2021 Settlement Agreements"). The 2021 Settlement Agreements required that a "critical mass" of public agencies participate in order for it to become effective, which was achieved in 2022.

At this time, a new settlement is proposed with Teva, Allergan, Walmart, Walgreens, and CVS, who are additional defendants that are retailers and manufacturers of opioids (for the purposes of this submittal, Teva, Allergan, Walmart, Walgreens, and CVS are collectively referred to as the

“2023 Settling Defendants”). The terms of the 2023 Settlement Agreements are similar to the 2021 Settlement Agreements, which includes the requirement that a critical mass of participation is required, provides for a broad release of the 2023 Settling Defendants from liability relating to opioids, and, further, direct or indirect payment of settlement funds to the various local agencies agreeing to participate. Additional information about these settlements can be found here: [www.nationalopioidsettlement.com](http://www.nationalopioidsettlement.com).

With respect to the release, as indicated above, it is a very broad release covering any activities by the 2023 Settling Defendants relating to opioids, such as those relating to manufacture, distribution, or sale opioids within the city.

With respect to the settlement funds, the 2023 Settlement Agreements could provide up to approximately \$1.8 billion to California. This amount assumes maximum participation. Similar to the 2021 Settlement Agreements, the more local agencies that participate, the more funds will be available to California. Further, the City’s share of this amount is distributed over a 5 to 15 year period depending on the settlement agreement; however, the City’s share has yet to be determined as it is dependent upon participation levels. **It must be emphasized that this \$1.8 billion amount is an estimate of what California as a whole (State, cities, and counties) may collectively receive and assumes a best-case scenario where all local agencies participate. As stated, the actual amount will not be known until the process has completed.** Similar to the 2021 Settlement Agreements, the use of the funds is restricted to opioid remediation (e.g., addiction treatment programs). By default, these funds are allocated to the County, but the City is able to elect to receive a direct distribution at any time, provided that the election is made at least 60 days prior to a distribution date; however, use of the funds also requires strict accounting requirements. These requirements only apply to the City if it elects to receive direct distribution and does not apply to the City if the funds go to the County. In terms of enforcement, the State enforces the expenditure requirements. Because of this, it is recommended that the funds be allocated to the County.

Approval of Recommendation Nos. 1 and 2 would authorize the City to participate in the National Opioid Settlements with the 2023 Settling Defendants on the terms and conditions of those settlement agreements and, further, approve agreements with the State of California on the distribution of settlement funds, consistent with the 2023 Settlement Agreements. (Attachments 1, 2, and 3).

Approval of Recommendation No. 3 would approve and authorize the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS, including signing necessary documents and transmittal thereof as necessary.

Council approval and authorization to execution, submission, and receipt of all required documents must be completed before **April 18, 2023**.

---

**BUDGET (or FISCAL) IMPACT:** None. Any funds allocated will automatically be transferred to the County of Riverside.

---

Prepared by: Robert Khuu, City Attorney

**REVIEWED BY:**

City Attorney X

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

Deputy City Manager SK

**Attachments:**

1. Settlement Participation Form for the City's participation in the National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS.
2. 2023 Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS (due to the length of each agreement, these documents are on file with the City Clerk's office).
3. Proposed California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds in the Teva, Allergan, Walmart, Walgreens, and CVS Settlement Agreements (due to the length of each agreement, these documents are on file with the City Clerk's office).
4. Resolution (next in order) approving and authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS, including signing necessary documents and transmittal thereof as necessary.

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

## ATTACHMENT 1

SETTLEMENT PARTICIPATION FORM FOR  
THE CITY'S PARTICIPATION IN THE  
NATIONAL OPIOID SETTLEMENTS WITH  
TEVA, ALLERGAN, WALMART, WALGREENS,  
AND CVS

**EXHIBIT K**

**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes     No

Governmental Entity: Perris city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** 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 that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



**EXHIBIT K**

**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes     No

Governmental Entity: Perris city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** 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 that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: Perris city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** 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 that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



**EXHIBIT K**

**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes       No

Governmental Entity: Perris city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** 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 that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



**EXHIBIT K**

**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes       No

Governmental Entity: Perris city	State: CA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** 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 that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



**ATTACHMENT 2 (on file with City Clerk)**

**2023 SETTLEMENT AGREEMENTS WITH  
TEVA, ALLERGAN, WALMART, WALGREENS,  
AND CVS**

**ATTACHMENT 3 (on file with City Clerk)**

**PROPOSED CALIFORNIA STATE-  
SUBDIVISION AGREEMENTS REGARDING  
DISTRIBUTION AND USE OF SETTLEMENT  
FUNDS IN THE TEVA, ALLERGAN,  
WALMART, WALGREENS, AND CVS  
SETTLEMENT AGREEMENTS**

## ATTACHMENT 4

RESOLUTION (NEXT IN ORDER) APPROVING AND AUTHORIZING THE CITY MANAGER TO CARRY OUT ALL NECESSARY ACTS SUCH THAT THE CITY CAN PARTICIPATE IN THE NATIONAL OPIOID SETTELEMENTS WITH TEVA, ALLERGAN, WALMART, WALGREENS, AND CVS, INCLUDING SIGNING NECESSARY DOCUMENTS AND TRANSMITTAL THEREOF AS NECESSARY

**RESOLUTION NUMBER (NEXT IN ORDER)**

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AUTHORIZING THE CITY OF PERRIS TO ENTER INTO THE MASTER SETTLEMENT AGREEMENTS WITH CVS, ALLERGAN, TEVA, WALMART, AND WALGREENS (INCLUDING THE RELATED PARTICIPATION AGREEMENTS); AGREE TO THE TERMS OF THE RELATED STATE-SUBDIVISION AGREEMENTS AND AUTHORIZE ENTRY INTO THE RELATED STATE-SUBDIVISION ALLOCATION AGREEMENTS WITH THE ATTORNEY GENERAL; AND AUTHORIZING THE CITY MANAGER TO CARRY OUT FURTHER RELATED ACTS***

**WHEREAS**, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death, forcing the State of California and California counties and cities to spend billions of dollars each year to address the direct consequences of this crisis; and,

**WHEREAS**, pending in the U.S. District Court for the Northern District of Ohio is a multidistrict litigation (“MDL”) being pursued by numerous public entity plaintiffs against the manufacturers and distributors of various opioids based on the allegation that the defendants’ unlawful conduct caused the opioid epidemic; and,

**WHEREAS**, on or about November 14, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Walmart Inc. (“Walmart”); and,

**WHEREAS**, on or about November 22, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Teva Pharmaceutical Industries Ltd. and all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, including but not limited to Teva Pharmaceuticals USA, Inc., Actavis LLC (f/k/a Actavis Inc.), Actavis Elizabeth LLC, Actavis Kadian LLC, Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.), Actavis Kadian LLC, Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc. – Utah), Actavis Mid Atlantic LLC, Actavis Totowa LLC, Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc. – Florida), Actavis South Atlantic LLC, Warner Chilcott Company LLC, and Watson Laboratories, Inc., and Anda Inc. (collectively, “Teva”); and,

**WHEREAS**, on or about November 22, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Allergan Finance, LLC (f/k/a Actavis, Inc., which in turn was f/k/a Watson Pharmaceuticals, Inc.) and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc)(collectively, “Allergan”); and,

**WHEREAS**, on or about December 9, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and CVS Health Corporation and CVS Pharmacy, Inc. and all of their past and present direct and indirect parent and subsidiaries (collectively, “CVS”); and,

**WHEREAS**, on or about December 9, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Walgreen Co. (“Walgreens”); and,

**WHEREAS**, CVS, Teva, Walgreens, Walmart, and Allergan shall be referred in

this Resolution as “Settling Defendants”; and

**WHEREAS**, as part of the settlements with the Settling Defendants, local subdivisions, including certain cities, that are not plaintiffs in the MDL may participate in the settlements in exchange for a release of the Settling Defendants (“Participating Subdivision”); and,

**WHEREAS**, copies of the proposed terms of those proposed nationwide settlements have been set forth in the Master Settlement Agreements with the Settling Defendants; and,

**WHEREAS**, copies of the Master Settlement Agreements have been made available to the City Council with this Resolution (“Master Settlement Agreements”); and,

**WHEREAS**, the Master Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Master Settlement Agreements (“California Opioid Funds”); and,

**WHEREAS**, in order to become a Participating Subdivision, the City must enter into “Participation Agreements” which allow participation in the Master Settlement Agreements; and,

**WHEREAS**, California local governments in the MDL have engaged in extensive discussions with the State Attorney General’s Office (“AGO”) as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds (“Allocation Agreements”) from the settlements with the Settling Defendants; and,

**WHEREAS**, copies of the Allocation Agreements for all of the settlements with the Settling Defendants have been made available to the City Council with this Resolution; and,

**WHEREAS**, the Allocation Agreements allocate the California Opioid Funds as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Master Settlement Agreements shall be combined pursuant to the Allocation Agreements, and 15% of total from each settlement shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”); and,

**WHEREAS**, under the Master Settlement Agreements, certain local subdivisions that did not file a lawsuit against the Settlement Defendants may qualify to participate in the settlements and obtain funds from the Abatement Account Fund; and,

**WHEREAS**, the City is eligible to participate in the Master Settlement Agreements and become a CA Participating Subdivision; and,

**WHEREAS**, the funds in the CA Abatement Accounts Fund (the 70% allocation) will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision (those above 10,000 in population). The percentage from

the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 to the Allocation Agreements and provided to the City Council with this Resolution. The City's share of the CA Abatement Accounts Fund will be a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 of the Allocation Agreements (the "Local Allocation"); and,

**WHEREAS**, a CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, unless the city elects to take a direct election of the settlement funds, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date; and,

**WHEREAS**, it the intent of this Resolution is to authorize the City to enter into the Master Settlement Agreements with the Settling Defendants by executing the Participation Agreements and to enter into the Allocation Agreements by executing the signature pages to those agreements.

***NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:***

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. Approval and Authorization.** The City Manager is hereby approved and authorized to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Master Settlement Agreements, Participation Agreements, Allocation Agreements, and all exhibits thereto.

**Section 3. Further Acts.** The City Manager is hereby authorized to carry out all necessary acts such that the City can participate in the Master Settlement Agreements, including, without limitation, execution (as necessary) of the Participation Agreements, Master Settlement Agreements, Allocation Agreements, and all related documents; and the transmittal of thereof as necessary and appropriate.

**Section 4. Ratification.** All actions heretofore taken by the City Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

**Section 5. Effective Date.** This Resolution shall immediately take effect upon passage.

***ADOPTED, SIGNED and APPROVED*** this 11th day of April, 2023.

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Mayor, Michael M. Vargas

**ATTEST:**

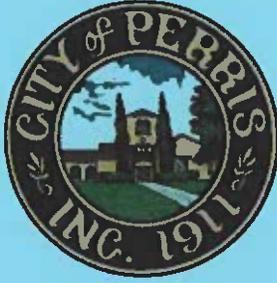
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City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number (next in order) was duly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 11th day of March, 2023, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:



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

10.P.

**MEETING DATE:** April 11, 2023  
**SUBJECT:** Check Register for January 2023  
**REQUESTED ACTION:** Approve the City's Monthly Check Register for January 2023  
**CONTACT:** Matthew Schenk, Director of Finance

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**BACKGROUND / DISCUSSION:**

The check register for the month of January 2023 is presented for City Council approval.

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**BUDGET (or FISCAL) IMPACT:**

None.

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**Prepared by:** Stephen Ajobiewe, Finance Manager

**REVIEWED BY:**

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

**Attachments:**

1. Check Register – January 31, 2023

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

# ATTACHMENT 1

CHECK REGISTER – JANUARY 31, 2023

**CITY OF PERRIS  
CHECK REGISTER  
January 31, 2023**

CHECK	DATE	VENDOR	DESCRIPTION	AMOUNT
153637	1/4/2023	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	170.16
153638	1/4/2023	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	9,823.50
153639	1/4/2023	BILL & DAVE'S LDSC MAINTENANCE	LANDSCAPE MAINTENANCE	7,200.00
153640	1/4/2023	COMMUNITY WORKS DESIGN GROUP	MERCADO PARK NOVEMBER 2022	2,082.50
153641	1/4/2023	DENNIS GRUBB & ASSOCIATES	DEVELOPMENT REVIEWS	595
153642	1/4/2023	FLO-SERVICES, INC.	4TH ST, SEWAGE PUMP STATION	3,987.61
153643	1/4/2023	HOME DEPOT CREDIT SERVICES	SENIOR CENTER SHED; TREE LIGHTING SUPPLIES; COMMUNITY GARDEN	5,209.74
153644	1/4/2023	INTERWEST CONSULTING GROUP, INC.	ONSITE INSPECTION FEES	114,478.29
153645	1/4/2023	J THAYER COMPANY, INC.	SPECIAL DISTRICT: OFFICE SUPPLIES	337.52
153646	1/4/2023	LIFE LIFTERS INTERNATIONAL	CDBG EXPENDITURES: ART CLASSES DECEMBER 2022	675
153647	1/4/2023	OCHOA FAMILY CHILDCARE	CHILDCARE ASSISTANCE PROGRAM 11/28-12/09/22	600
153648	1/4/2023	JIM FORBES VOICE, INC.	OFFICE RENOVATIONS PUBLICATION	776.14
153649	1/4/2023	YUNEX LLC	GREEN VALLEY: STREET LIGHT REPONSE OCTOBER 2022	8,848.60
153650	1/4/2023	TEAMSTERS LOCAL 911	UNION DUES DECEMBER 2022	4,502.00
153651	1/4/2023	WOODCREST BIKES	GEAR PROGRAM: E-SCOOTER/BIKE BUILD	3,087.20
153652	1/5/2023	ADAME LANDSCAPE, INC.	IRRIGATION REPAIRS	1,192.16
153653	1/5/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; 227 BLDG HALLWAY RENNOVATIONS	985.35
153654	1/5/2023	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	16,071.00
153655	1/5/2023	ANIMAL EMERGENCY CLINIC, INC	EXAM / MEDICAL WASTE	80
153656	1/5/2023	AQUA-METRIC SALES COMPANY	WATER SYSTEM SUPPLIES & EQUIPMENT	12,168.71
153657	1/5/2023	AUTO ZONE COMMERCIAL	VEHICLE ARTS; ADAPTER-PINTLE	593.39
153658	1/5/2023	BAY ALARM COMPANY	SECURITY ALARM SYTEM	5,232.61
153659	1/5/2023	BIO-TOX LABORATORIES	BLOOD DRAWS	1,366.28
153660	1/5/2023	BUSINESS ORIENTED SOFTWARE SOLUTIONS, INC.	IT SERVICE DESK RENEWAL	7,359.00
153661	1/5/2023	CAL VALVE, INC.	ANNUAL TEST & CERTIFICATE	416.97
153662	1/5/2023	CINTAS	SUPPLIES FOR FACILITY MAINTENANCE	919.77
153663	1/5/2023	CODE 5 GROUP, LLC	SEALED CASE SLAP-ON TRACKER	365
153664	1/5/2023	CPRS	RENEWAL FEE	95
153665	1/5/2023	CR&R INCORPORATED	TRASH COLLECTED FOR AUGUST 2022; RESIDENTIAL ACCT 11/29/22	571.72
153666	1/5/2023	DAN'S FEED AND SEED INC.	DOG FOOD, RAT TRAPS; BATTERIES	123.86
153667	1/5/2023	DATA TICKET, INC.	DAILY CITATION PROCESSING NOVEMBER 2022	36.25
153668	1/5/2023	EASTERN MUNICIPAL WATER DISTRICT	MULTIPLE ACCOUNTS 10/20-12/08/22	5,736.33
153669	1/5/2023	EASTERN MUNICIPAL WATER DISTRICT	MULTIPLE ACCOUNTS 10/20-11/20/22	261,923.78
153670	1/5/2023	ENVIRONMENTAL SYSTEMS RESEARCH	GIS & ONLINE MOBILE SUBSCRIPTION 11/04/22-11/03/23	1,050.00
153671	1/5/2023	EWING IRRIGATION PRODUCTS, INC.	MORGAN PARK	482

**CITY OF PERRIS  
CHECK REGISTER  
January 31, 2023**

CHECK	DATE	VENDOR	DESCRIPTION	AMOUNT
153672	1/5/2023	FRONTIER	HARLEY KNOX NOV-JAN23; FIRE STATION NOV-DEC22	676.14
153673	1/5/2023	GLENN LUKOS ASSOCIATES, INC.	STORM DRAIN CHANNEL JULY-SEPTEMBER 2022	288
153674	1/5/2023	GUMARO GONZALEZ	VISION REIMBURSEMENT FY22-23	568
153675	1/5/2023	GRAPPLERS, INC.	PARKS	959.7
153676	1/5/2023	LISET HERNANDEZ	FUEL REIMBURSEMENT FOR CITY VEHICLE 12/14/22	40
153677	1/5/2023	HIRSCH & ASSOCIATES INC	MORGAN PARK 2.1 PARKING LOT SEPTEMBER 2022	5,680.00
153678	1/5/2023	VISUAL EDGE, INC.	PW YARD XEROX CONTRACT	58.42
153679	1/5/2023	IMPERIAL SPRINKLER SUPPLY	PARKS: STOCK	1,359.10
153680	1/5/2023	INLAND ROAD SERVICE & TIRE	JOHN DEERE FLAT REPAIR	413.49
153681	1/5/2023	INTERPRETERS UNLIMITED	SPANISH INTERPRETER 10/17/22 & 10/19/22	40.5
153682	1/5/2023	SOCAL GAS	ARPA: UTILITY ASSISTANCE PROGRAM	115.52
153683	1/5/2023	JACKSON LEWIS PC	PROFESSIONAL SERVICES FOR OCTOBER 2022	8,882.00
153684	1/5/2023	SOCAL PROPERTY SERVICES, INC.	TBR PROGRAM: P LOVE PEROU ST UNIT 1; NOV & DEC 2022	1,059.88
153685	1/5/2023	KH METALS AND SUPPLY	MATERIALS FOR SHOVEL HOLDERS	179.08
153686	1/5/2023	KIMBALL MIDWEST	SHOP TOOLS	955.14
153687	1/5/2023	LINA BILLINGS	REFUND: BASKETBALL 11/19/22	60
153688	1/5/2023	LOR GEOTECHNICAL GROUP INC	ENCHANTED HILL; FINAL COMPACTION REPORT	1,500.00
153689	1/5/2023	MAC TOOLS DISTRIBUTOR	FACILITIES SHOP TOOLS	722.03
153690	1/5/2023	MAGELLAN ADVISORS, LLC	FIBER MASTER PLAN	15,487.50
153691	1/5/2023	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	3,657.28
153692	1/5/2023	MR. G'S PLUMBING	MERCADO PARK	1,200.00
153693	1/5/2023	NAPA AUTO PARTS	INVENTORY STOCK: CL EPOXY SYRINGE 25ML	10.76
153694	1/5/2023	NATIONAL DRIVE	DECEMBER 2022 DUES	12
153695	1/5/2023	O'REILLY FIRST CALL	INVENTORY: OIL FILTER; CREDIT MEMO	8.14
153696	1/5/2023	AURELIO PACHECO	BOOTS REIMBURSEMENT FY22-23	250
153697	1/5/2023	PAPER RECYCLING & SHREDDING	PW YARD: ONSITE SHREDDING SERVICES	73
153698	1/5/2023	COUNTY OF RIVERSIDE	FLEET, NOVEMBER 2022	254.02
153699	1/5/2023	RHA LANDSCAPE ARCHITECTS- PLANNERS, INC.	COPPER CREEK PARK 07/26-09/25/22	180
153700	1/5/2023	RIVERSIDE COUNTY SHERIFF'S DEPT	EXTRA DUTY: COUNCIL MEETING 09/27-10/25/22	760.22
153701	1/5/2023	VOIDED CHECK	VOID	0
153702	1/5/2023	SAFETY-KLEEN SYSTEMS, INC.	PW YARD: PARTS WASHER SVC, GAS, OIL SERVICE, STOP FEE	821.47
153703	1/5/2023	SAM'S CLUB DIRECT	MEMBERSHIP RENEWAL; FINANCE: BREAKROOM SUPPLIES	442.52
153704	1/5/2023	SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGNAL 10/06-11/06/22	18,474.31
153705	1/5/2023	Z & T VENTURES, INC.	GREEN VALLEY SETTLEMENT	487
153706	1/5/2023	STATEWIDE EMERGENCY SERVICES	MAPES RD / SHERMAN RD	3,453.86

**CITY OF PERRIS  
CHECK REGISTER  
January 31, 2023**

CHECK	DATE	VENDOR	DESCRIPTION	AMOUNT
153707	1/5/2023	SUNSTATE EQUIPMENT CO	RENTAL: LOADER SKID	807.93
153708	1/5/2023	SWRCB	ANNUAL PERMIT 07/01/22-06/30/23	26,498.00
153709	1/5/2023	TalentZok	TEMP STAFF SERVICES	7,311.10
153710	1/5/2023	SPECTRUM BUSINESS	SERVICESW FOR NOV-DEC 2022	13,613.48
153711	1/5/2023	TRAILER FACTORY OUTLETS	DUMP CONTROL	267.05
153712	1/5/2023	TRULY NOLEN BRANCH 064	FIRE STATION #90 PEST MONTHLY CONTROL	174
153713	1/5/2023	UNIFIRST CORPORATION	MAT(S) & SCRAPER SERVICE FEES	140.69
153714	1/5/2023	UNITED WAY OF THE INLAND VALLEY	DECEMBER 2022 DUES	0
153715	1/5/2023	VELASCO MATERIALS	FOREST MULCH	265.5
153716	1/5/2023	VERIZON WIRELESS	CITY PHONES; IPADS; PARK CAMERAS; PLATE READER OCT-DEC 2022	19,498.88
153717	1/5/2023	VERIZON WIRELESS	IPADS NOV-DEC 2022	8,827.97
153718	1/5/2023	VERIZON WIRELESS	CITY PHONES NOV-DEC 2022	12,336.23
153719	1/5/2023	WCS DISTRIBUTING, INC.	SKID SPRAYER	8,117.01
153720	1/5/2023	XEROX FINANCIAL SERVICES	CONTRACTS NOV 2022-JAN 2023	6,876.69
153721	1/5/2023	EASTERN MUNICIPAL WATER DIST.	ARPA: UTILITY ASSISTANCE PROGRAM	319.24
153722	1/5/2023	SOUTHERN CALIFORNIA EDISON	ARPA: UTILITY ASSISTANCE PROGRAM	269.77
153723	1/5/2023	SOCAL GAS	ARPA: UTILITY ASSISTANCE PROGRAM	103.35
153724	1/10/2023	AUTO AIDE TOWING	CODE ENF: TOW, MAY 2022	46,990.00
153725	1/11/2023	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	42,803.34
153726	1/11/2023	BILL & DAVE'S LDSC MAINTENANCE	LANDSCAPE MAINTENANCE; WEED ABATEMENT	14,655.32
153727	1/11/2023	COMMUNITY WORKS DESIGN GROUP	PARAGON SKATE PARK NOV 2022; GREEN CITY FARM OCT 2022	6,323.10
153728	1/11/2023	CREATIVE PRINTING	2022 SERVICE AWARDS BOOKLETS	448.02
153729	1/11/2023	HARDY & HARPER, INC	2021 CITYWIDE STREET IMPROVEMENTS	131,848.30
153730	1/11/2023	HM CONSULTANTS, LLC	WATER & SEWER DISPOSITION	6,050.00
153731	1/11/2023	HOME DEPOT CREDIT SERVICES	PARKS MAINT; DEV SVCS: DOOR STOPPERS; SENIOR CTR: EXTERIOR LIGHT	1,522.22
153732	1/11/2023	INTERWEST CONSULTING GROUP, INC.	WALMART FUEL STATION; MCCANNA HILS SEPT 2022	27,449.19
153733	1/11/2023	LA GARE CAFE	TOY DRIVE FOOD; DEV SVCS HOLIDAY LUNCH	1,383.44
153734	1/11/2023	MAMCO INC.	PLACENTIA AVE WIDENING PROJECT	672,579.26
153735	1/11/2023	BOYS & GIRLS CLUB OF MENIFEE	CDBG EXPENDITURE JULY 2022	80.56
153736	1/11/2023	PACIFIC CODE COMPLIANCE	COUNTER TECH SVC JULY 2022; SENIOR PLANNER SVCS NOVEMBER 2022	25,887.50
153737	1/11/2023	JIM FORBES VOICE, INC.	ANNEXATIONS PUBLICATION	4,584.88
153738	1/11/2023	WEST COAST ARBORISTS, INC	FY22-23 BENEFIT ZONES 10/01-10/15/22	24,552.00
153739	1/11/2023	WILLDAN FINANCIAL SERVICES	SPECIAL TAX CONSULTING MAR, JLY 2022; FORMATION OF INDUSTRIAL CFD	22,832.00
153740	1/12/2023	2 HOT UNIFORMS INC	SHERIFF: UNIFORMS / WOMEN POLOS	146.64
153741	1/12/2023	AGLINE SOFTWARE LLC	CITY VIEW 360 PROJECT	25,000.00

**CITY OF PERRIS  
CHECK REGISTER  
January 31, 2023**

CHECK	DATE	VENDOR	DESCRIPTION	AMOUNT
153742	1/12/2023	ALBERT A. WEBB ASSOCIATES	PERRIS VALLEY TRAIL PHS2; SAN JACINTO PROJECT	3,921.55
153743	1/12/2023	AMAZON WEB SERVICES, INC.	CLOUD STORAGE SVCS DECEMBER 2022	736.68
153744	1/12/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; PARKS DEPT TOOLS; USB ADAPTORS FOR DEV SVCS	3,651.62
153745	1/12/2023	AUTO ZONE COMMERCIAL	MAINTENANCE TOOLS/SUPPLIES	87.41
153746	1/12/2023	BARRY KAY ENTERPRISES, INC	SPORTS TEAM UNIFORMS	5,060.78
153747	1/12/2023	CITY OF PERRIS	ARPA: UTILITY ASSISTANCE PROGRAM	135.4
153748	1/12/2023	CINTAS	SUPPLIES FOR FACILITY MAINTENANCE	1,270.03
153749	1/12/2023	CITY CLERKS ASSOCIATION OF CA	MEMBERSHIP FEES	200
153750	1/12/2023	CORPORATE PAYMENT SYSTEMS	MEETING; FUEL; SPECIAL DEPT EXPENSE	635.28
153751	1/12/2023	CR&R INCORPORATED	TRASH COLLECTED FOR NOVEMBER 2022	262.99
153752	1/12/2023	CSMFO	MEMBERSHIP FEES	50
153753	1/12/2023	DAN'S FEED AND SEED INC.	STRAW FOR TREE LIGHTING CEREMONY	199.34
153754	1/12/2023	DAVID WHEELER'S PEST CONTROL	PARKS PEST CONTROL	7,270.00
153755	1/12/2023	DELL MARKETING LP	ARPA: PW LAPTOP	1,337.74
153756	1/12/2023	DUDEK	MDP LINE E JUN-JULY 2022	6,293.75
153757	1/12/2023	DUTALE, INC. DBA MCS	INSTALL NEW NETWORK DROPS	35,066.95
153758	1/12/2023	EASTERN MUNICIPAL WATER DISTRICT	MULTIPLE ACCOUNTS 10/19-12/08/22	49,730.46
153759	1/12/2023	eSKILL CORPORATION	PRE-HIRING TESTS	850
153760	1/12/2023	JOSHUA ESTRADA	BOOTS REIMBURSMENT FY22-23	157.67
153761	1/12/2023	EXPERIAN	CREDIT CHECK SERVICES 11/30-12/28/22	53.5
153762	1/12/2023	FIRST SECURITY FINANCE, INC.	LOAN PAYMENT FOR DECEMBER 2022	2,563.82
153763	1/12/2023	GARCIA, CHRISTIAN	BOOTS REIMBURSMENT FY22-23	156.22
153764	1/12/2023	SARINA GILMORE	REIMBURSEMENT: CES TRAVEL EXPENSES 01/04-01/08/22	332.86
153765	1/12/2023	GORM, INC.	JANITORIAL SUPPLIES	2,513.81
153766	1/12/2023	ELIA RUTH GUERRA	VISION REIMBURSEMENT FY22-23	425
153767	1/12/2023	HINDERLITER DeLLAMAS & ASSOCIA	PLN CANNABIS TRAINING, NOVEMBER 2022	250
153768	1/12/2023	HONEYWELL GLOBAL FINANCE	DECEMBER 2022 kWh PRODUCTION	6,105.38
153769	1/12/2023	IAPMO	BLDG OFFICIAL MEMBERSHIP RENEWAL	325
153770	1/12/2023	IIMC	MEMBERSHIP FEES	125
153771	1/12/2023	IMPERIAL SPRINKLER SUPPLY	PARKS SUPPLIES	5,342.40
153772	1/12/2023	INLAND DESERT SECURITY & COMM	TELEPHONE / ANSWERING SERVICE	97
153773	1/12/2023	INLAND EMPIRE SURVEY AND ENGINEERING, INC.	PEDESTRIAN IMPROVEMENTS 2021	4,700.00
153774	1/12/2023	INLAND ROAD SERVICE & TIRE	FLAT REPAIR	381.16
153775	1/12/2023	INTERMEDIA.NET INC.	OFFICE 365 LICENSING / EMAIL ARCHIVE DECEMBER 2022	4,387.10
153776	1/12/2023	EASTERN MUNICIPAL WATER DISTRICT	ARPA: UTILITY ASSISTANCE PROGRAM	287.76

**CITY OF PERRIS  
CHECK REGISTER  
January 31, 2023**

<b>CHECK</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
153777	1/12/2023	JACKSON LEWIS PC	PROFESSIONAL SERVICES FOR NOVEMBER 2022	691
153778	1/12/2023	LAUREL LANE ENTERPRISES, LLC	PERRIS CITY FARM ENHANCEMENT PROJECT	10,214.25
153779	1/12/2023	JOHNSON CONTROLS FIRE PROTECTION	BOB GLASS GYM: FIRE ALARM ANNUAL SERVICE AGREEMENT	5,169.11
153780	1/12/2023	LOR GEOTECHNICAL GROUP INC	PLACENTIA AVE WIDENING PROJECT	8,346.00
153781	1/12/2023	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	3,927.23
153782	1/12/2023	MESA ENERGY SYSTEMS, INC.	CITY HALL: CHECK UNIT OPERATION	955
153783	1/12/2023	METROPOLITAN WATER DISTRICT	LICENSE FOR ACCESS TO DISTRICT PROPERTY NOV22-OCT2023	3,575.80
153784	1/12/2023	MM/ASC	2023 MEMBERSHIP	90
153785	1/12/2023	LEMUEL NEAL	BASKETBALL OFFICIAL JAN-MAR 2023	3,542.00
153786	1/12/2023	NUTRIEN AG SOLUTION, INC.	SPECIAL DISTRICT: FIELD SUPPLIES	209.19
153787	1/12/2023	O'REILLY FIRST CALL	VEHICLE MAINTENANCE SUPPLIES	985.61
153788	1/12/2023	OTIS ELEVATOR COMPANY	BOB GLASS GYM MAINTENANCE SVC	293.79
153789	1/12/2023	THE PARTS AUTHORITY	BLOWER MOTOR	160.48
153790	1/12/2023	PITNEY BOWES GLOBAL FINANCIAL	INSERTING MACHINE 10/20/22-01/19/23	2,147.75
153791	1/12/2023	RAIN FOR RENT RIVERSIDE	MERCADO SPLASH PAD	1,306.09
153792	1/12/2023	ARCENIO RAMIREZ	REIMBURSEMENT: CS STAFF MEETING LUNCH 12/21/22	169.61
153793	1/12/2023	NATIONAL COMMUNITY RENAISSANCE	HOUSING ELEMENT JULY & OCTOBER 2021	8,914.50
153794	1/12/2023	RIGHTWAY	PORTABLE TOILET RENTAL	1,348.69
153795	1/12/2023	RIVERSIDE COUNTY SHERIFF'S DEPT	EXTRA DUTY: VETERANS PARADE; COUNCIL MEETINGS 11/08/22 & 11/29/22	4,235.48
153796	1/12/2023	RIVERSIDE COUNTY HABITAT	KANGAROO RAT MITIGATION FEES 1ST QTR FY22-23	19,300.00
153797	1/12/2023	MIGUEL ROMERO	BOOTS REIMBURSEMENT FY22-23	173.99
153798	1/12/2023	ROSA'S BRIDE & TUX BOUTIQUE	CHRISTMAS PARADE CANOPY & CHAIR RENTAL; SWEARING CEREMONY RNTL	5,341.15
153799	1/12/2023	ROW TRAFFIC SAFETY, INC	BARRICADES; SIGN MOUNTS	16,850.31
153800	1/12/2023	SAM'S CLUB DIRECT	SENIOR CENTER: CHRISTMAS LUNCHEON	190.71
153801	1/12/2023	SC FUELS	FUEL	9,175.37
153802	1/12/2023	Z & T VENTURES, INC.	GREEN VALLEY SETTLEMENT; ETHANAC	114,607.00
153803	1/12/2023	SHARPLINE SOLUTIONS, INC.	BLACK ASPHALT & GRAY SIDEWALK	7,212.83
153804	1/12/2023	SHRED-IT C/O STERICYCLE, INC.	SHREDDING SVCS DECEMBER 2022	404.56
153805	1/12/2023	SOCALGAS	MULTIPLE ACCOUNTS 11/28-12/28/22	3,146.82
153806	1/12/2023	SPARKLETT'S	BOTTLED WATER	136.88
153807	1/12/2023	SYNTECH	EXECUTIVE BUSINESS CENTER; USER AWARENESS TRAINING	11,032.00
153808	1/12/2023	TalentZok	TEMP STAFF SERVICES	2,070.80
153809	1/12/2023	TERRYBERRY	AWARDS CEREMONY	962.75
153810	1/12/2023	TINA MCADORY	UB: DEPOSIT REFUND	390.61
153811	1/12/2023	ULINE	JANITORIAL SUPPLIES	1,403.87

**CITY OF PERRIS**  
**CHECK REGISTER**  
**January 31, 2023**

CHECK	DATE	VENDOR	DESCRIPTION	AMOUNT
153812	1/12/2023	UNIFIRST CORPORATION	MAT(S) & SCRAPER SERVICE FEES	515.02
153813	1/12/2023	UNIFIRST FIRST AID CORP	PW YARD: AED METAL WALL CABINET	228.38
153814	1/12/2023	VELASCO MATERIALS	BLOWER SERVICE	25,200.00
153815	1/12/2023	VOYAGER FLEET	FUEL	843.58
153816	1/12/2023	WINGRAPHICS, INC	COPPER CREEK PRINTING	161.63
153817	1/18/2023	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	1,640.86
153818	1/18/2023	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	10,391.71
153819	1/18/2023	BILL & DAVE'S LDSC MAINTENANCE	PARKS LANDSCAPE MAINTENANCE	169,143.00
153820	1/18/2023	CAMERON WELDING SUPPLY	PACKAGED GASES FOR WELDING PURPOSE	77.7
153821	1/18/2023	KINGDOM CAUSES, INC.	HOMELESS SERVICES OCTOBER 2022	46,503.64
153822	1/18/2023	COMMUNITY WORKS DESIGN GROUP	SAN JACINTO RIVER PROJECT	2,601.00
153823	1/18/2023	CREATIVE PRINTING	UB: YELLOW DOORHANGERS - SHUTOFF NOTICE	414.35
153824	1/18/2023	DENNIS GRUBB & ASSOCIATES	PLAN CHECKS; DEVELOPMENT REVIEWS	1,345.00
153825	1/18/2023	MARYLIN FLORES	VISION REIMBURSEMENT FY22-23	139.99
153826	1/18/2023	FLOWATER, INC.	DRINKING WATER DISPENSER RENTAL	911.52
153827	1/18/2023	HOME DEPOT CREDIT SERVICES	FACILITIES STOCK, LINEAR PARK SUPPLIES, RAINSUIT	306.8
153828	1/18/2023	INTERWEST CONSULTING GROUP, INC.	ENCHANTED HILLS PROJECT; DEVELOPMENT SERVICES PROJECT	65,520.00
153829	1/18/2023	LA GARE CAFE	MEETING MEALS	194.41
153830	1/18/2023	HECTOR LEDESMA	REIMBURSEMENT: CA DEPT OF REGULATION LICENSE	120
153831	1/18/2023	LOVE 4 LIFE ASSOCIATION	CDBG EXPENDITURES: ANTI-BULLYING SEPTEMBER 2022	1,766.17
153832	1/18/2023	DAVID OSORIO	MARIACHI INSTRUCTOR 12/05-12/19/22	750
153833	1/18/2023	SALVADOR OSORIO	MARIACHI INSTRUCTOR 12/05-12/19/22	750
153834	1/18/2023	JIM FORBES VOICE, INC.	PUBLICATIONS: CUP 22-05199, P22-087	197.89
153835	1/18/2023	PINEDA GENERAL CONSTRUCTION	OLIVE CREST WAY: REPLACEMENT OF SIDEWALK	4,395.00
153836	1/18/2023	RK ENGINEERING GROUP INC	TRAFFIC STUDY; SCOPING AGREEMENT, VARIOUS PROJECTS	13,840.00
153837	1/18/2023	JEFFREY ROBINSON	EDUCATION REIMBURSEMENT FY 22-23	1,470.00
153838	1/18/2023	LAURA SOSA	FITNESS INSTRUCTOR SERVICES NOV-DEC2022	3,119.50
153839	1/18/2023	SUNSET GRAPHICS, INC.	PUBLI HEALTH: UNIFORMS	130.5
153840	1/18/2023	ANGELIC TREJO	REIMBURSEMENT: CS DEPT CHRISTMAS LUNCHEON	119.7
153841	1/18/2023	VOICES FOR CHILDREN	CDBG EXPENDITURES DECEMBER 2022	1,208.04
153842	1/18/2023	WATER EDUCATION SERVICES, INC	COORDINATION WITH INFRAMARK FOR WATER & SEWER	3,850.00
153843	1/18/2023	WEST COAST ARBORISTS, INC	22-23 BENEFIT ZONES 10/16-11/15/22	40,026.60
153844	1/18/2023	WILLDAN FINANCIAL SERVICES	ARBITRAGE REBATE SVCS	9,500.00
153845	1/19/2023	4IMPRIINT, INC.	JOB SHADOW DAY SUPPLIES	1,401.52
153846	1/19/2023	ACTION SURVEYS, INC.	OFFER OF DEDICATION & PARCEL MERGER	1,800.00

**CITY OF PERRIS  
CHECK REGISTER  
January 31, 2023**

CHECK	DATE	VENDOR	DESCRIPTION	AMOUNT
153847	1/19/2023	ADAME LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	323.62
153848	1/19/2023	AGLINE SOFTWARE LLC	CITYVIEW 360 SOFTWARE	76,500.00
153849	1/19/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES, BABYSHOWER SUPPLIES, OFFICE FURNISHING	1,364.14
153850	1/19/2023	AMERICAN DYNAMIC SERVICES, INC	FIRE STATION #1 JAN-MAR 2023	135
153851	1/19/2023	AMERICAN LEGION POST 595	CHRISTMAS PARADE: VIP BREAKFAST	700
153852	1/19/2023	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	8,610.00
153853	1/19/2023	SYLVIA ARVIZU	REIMBURSEMENT: EMPLOYEE HOLIDAY LUNCH 12/14/22	256.32
153854	1/19/2023	CALIFORNIA ASSOCIATION OF	CODE ENF: MEMBER DUES	595
153855	1/19/2023	CANYON SPRINGS HIGH SCHOOL BAND	CHRISTMAS PARADE: SCSBOA BAND WONNER 2022	400
153856	1/19/2023	CINTAS	SUPPLIES FOR FACILITY MAINTENANCE	1,995.12
153857	1/19/2023	CORPORATE PAYMENT SYSTEMS	IT DEPT DINNER; CHRISTMAS WITH SANTA	466.66
153858	1/19/2023	CORPORATE PAYMENT SYSTEMS	IT DEPT: CES CONF; CHRISTMAS PARADE; FIRE STATION 1	4,044.94
153859	1/19/2023	CORPORATE PAYMENT SYSTEMS	LAPTOP; IT DEPT DINNER; PW VACUUM; COMM SVCS LUNCHEON	4,289.73
153860	1/19/2023	DAN'S FEED AND SEED INC.	RUBBER BOOTS	30.16
153861	1/19/2023	EASTERN MUNICIPAL WATER DISTRICT	SEWER FEES COLLECTED NOVEMBER 2022	168,372.10
153862	1/19/2023	EASTERN MUNICIPAL WATER DISTRICT	PARKS: 11/03-12/23/22	3,987.39
153863	1/19/2023	EVERETT SMITH DESIGNS	FOSS FIELD TENNIS COURT	3,500.00
153864	1/19/2023	EWING IRRIGATION PRODUCTS, INC.	PARKS: IRRIGATION SUPPLIES	1,750.35
153865	1/19/2023	FEDERAL EXPRESS CORP	12/14-12/20/22; 12/21-12/27/22; 12/28-12/28/22; 01/04-01/10/23	176.13
153866	1/19/2023	HDL COREN & CONE	ACFR STATS PACLAHE 21-22	695
153867	1/19/2023	IB REPROGRAPHICS	MORGAN PARK PROJECT	179.1
153868	1/19/2023	VISUAL EDGE, INC.	CS DEPT JANUARY 2023	45.73
153869	1/19/2023	IMPERIAL SPRINKLER SUPPLY	MORGAN PARK	2,531.72
153870	1/19/2023	INLAND LIGHTING SUPPLIES, INC.	HARLEY KNOX: WIRE FOR VANDALIZATION REPAIRS	1,581.77
153871	1/19/2023	IRON MOUNTAIN	DEV SVCS: STORAGE JANUARY 2023	640.16
153872	1/19/2023	OU JIANG	ARPA: RENTAL ASSISTANCE PROGRAM	9,054.00
153873	1/19/2023	KH METALS AND SUPPLY	HOT ROLLED STEEL ANGLE, CARBON	271.99
153874	1/19/2023	LAKESIDE MIDDLE SCHOOL	CHRISTMAS PARADE: SCSBOA BAND WINNER 2022	400
153875	1/19/2023	LAWN TECH	ZOGAL CATCHYCAN	96.24
153876	1/19/2023	LEAGUE OF CALIFORNIA CITIES	MEETING	400
153877	1/19/2023	LOR GEOTECHNICAL GROUP INC	RAMONA EXPWY & REDLANDS AVE	5,696.80
153878	1/19/2023	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	2,158.48
153879	1/19/2023	MARCH MIDDLE SCHOOL	CHRISTMAS PARADE: SCSBOA BAND WINNER 2022	800
153880	1/19/2023	MESA ENERGY SYSTEMS, INC.	HVAC REPAIRS	5,002.00
153881	1/19/2023	MOORE FENCE COMPANY	SAN JACINTO & S ST: CHAIN LINK FENCE	8,338.76

**CITY OF PERRIS  
CHECK REGISTER  
January 31, 2023**

CHECK	DATE	VENDOR	DESCRIPTION	AMOUNT
153882	1/19/2023	ORANGE VISTA HIGH SCHOOL	CHRISTMAS PARADE 2022: 1ST PLACE WINNER	500
153883	1/19/2023	VOIDED CHECK	VOID	0
153884	1/19/2023	PARK TOWNE APARTMENTS, LLC	ARPA: RENTAL ASSISTANCE PROGRAM	8,448.00
153885	1/19/2023	COUNTY OF RIVERSIDE	FULL TIME	932.04
153886	1/19/2023	RANCHO VERDE HIGH SCHOOL	CHRISTMAS PARADE: SCSBOA BAND WINNER 2022	1,000.00
153887	1/19/2023	ERNEST REYNA	VISION REIMBURSEMENT BALANCE FY22-23	71.2
153888	1/19/2023	RIVERSIDE COUNTY HABITAT	KANGAROO RAT MITIGATION FEES	19,233.00
153889	1/19/2023	ROW TRAFFIC SAFETY, INC	PARKS RULES (SIGNS) POST	4,421.35
153890	1/19/2023	SC FUELS	FUEL	6,437.36
153891	1/19/2023	SOUTHERN CALIFORNIA EDISON	MULTIPLE ACCOUNTS 10/21-12/28/22	25,390.60
153892	1/19/2023	SERVICEMASTER RESTORATION BY EMT	BOB GLASS GYM & SENIOR CENTER: STRUCTURE CLEANING	7,798.16
153893	1/19/2023	TalentZok	TEMP STAFF SERVICES	21,742.21
153894	1/19/2023	TRUE NORTH COMPLIANCE SERVICES, INC.	PLAN REVIEWS DECEMBER 2022	175
153895	1/19/2023	TWIST AND SHOUT EVENTS, INC.	BREAKFAST WITH SANTA: ADDITIONAL HOUR FOR PHOTOBOOTH	275.38
153896	1/19/2023	UNIFIRST CORPORATION	MAT(S) & SCRAPER SERVICE FEES	300
153897	1/19/2023	VAL VERDE GRAPHICS	PARADE TROPHIES: RECYCLE & REBUILD	290
153898	1/19/2023	VORTEX INDUSTRIES, INC	FIRE STATION #90: REPAIRED ROLLING STEEL DOOR	852.42
153899	1/19/2023	WESTERN EXTERMINATOR COMPANY	PEST & GOPHER CONTROL SERVICES	4,848.75
153900	1/19/2023	XANDER BICYCLE CORP	BIKE CITY PROGRAM-ELECTRIC	6,357.96
153901	1/19/2023	SPECIALIZED LOAN SERVICING LLC	ARPA: LOAN ASSISTANCE PROGRAM	12,390.00
153902	1/19/2023	CONNIE ZHANG	ARPA: RENTAL ASSISTANCE PROGRAM	5,694.66
153903	1/25/2023	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	747.19
153904	1/25/2023	BILL & DAVE'S LDSC MAINTENANCE	LANDSCAPE MAINTENANCE	40,941.58
153905	1/25/2023	KINGDOM CAUSES, INC.	HOMELESS SERVICES NOVEMBER 2022	2,563.82
153906	1/25/2023	FIRST SECURITY FINANCE, INC.	LOAN JANUARY 2023	2,148.67
153907	1/25/2023	HOME DEPOT CREDIT SERVICES	PARKS SUPPLIES; GRAFFITI ABATEMENT MATERIALS	30,626.88
153908	1/25/2023	INTERWEST CONSULTING GROUP, INC.	DAM EMERGENCY RELIEF; CITYWIDE STREET IMPROVEMENTS	56.73
153909	1/25/2023	J THAYER COMPANY, INC.	PW YARD: OFFICE & LUNCHROOM SUPPLIES	32,597.15
153910	1/25/2023	LYONS SECURITY SERVICE INC.	DAY & NIGHT VEHICLE PATROL; SECURITY FOR CITY HALL DECEMBER 2022	3,885.46
153911	1/25/2023	JIM FORBES VOICE, INC.	ANNEXATION PUBLICATIONS	175
153912	1/25/2023	LAURA SOSA	FITNESS INSTRUCTOR	1,331.21
153913	1/26/2023	ACCELA, INC	CIVIC PLATFORM	1,181.00
153914	1/26/2023	ACE LINE, LLC	VEHICLE INTERIOR REPAIRS	18,248.45
153915	1/26/2023	ADAME LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	6,621.77
153916	1/26/2023	ALBERT A. WEBB ASSOCIATES	PVST PHASE II; SAN JACINTO CONNECTIVITY PROJECT DECEMBER 2022	

**CITY OF PERRIS  
CHECK REGISTER  
January 31, 2023**

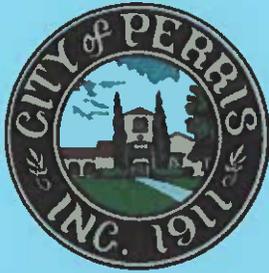
<b>CHECK</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
153917	1/26/2023	ALL AMERICAN ASPHALT	HOT MIX MATERIAL FOR POTHOLE REPAIRS	461.56
153918	1/26/2023	SOCAL GAS	ARPA: UTILITY ASSISTANCE PROGRAM	81.97
153919	1/26/2023	AMAZON CAPITAL SERVICES	CITY CLERK: OFFICE SUPPLIES	70.51
153920	1/26/2023	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	2,935.00
153921	1/26/2023	CITY OF PERRIS	ARPA: UTILITY ASSISTANCE PROGRAM	207.43
153922	1/26/2023	AUTO ZONE COMMERCIAL	VEHICLE MAINTENANCE PARTS / SUPPLIES	265.19
153923	1/26/2023	BARRY KAY ENTERPRISES, INC	YOUTH SPORTS: LOGO T-SHIRTS	1,397.87
153924	1/26/2023	BAY ALARM COMPANY	SECURITY ALARM SYSTEM DECEMBER 2022	5,530.36
153925	1/26/2023	BLADES GROUP, LLC	50LB BAGS ROCK ASPHALT	4,712.00
153926	1/26/2023	BMW MOTORCYCLES OF RIVERSIDE	SHERIFF: MOTORCYCLE REPAIRS	1,318.91
153927	1/26/2023	CITI CARDS	CPRS REGISTRATION; HOTEL; ANIMAL CONTROL RADIOS	2,813.94
153928	1/26/2023	CORPORATE PAYMENT SYSTEMS	MEETINGS; CONFERENCE; FLIGHTS	1,857.45
153929	1/26/2023	CORPORATE PAYMENT SYSTEMS	CHRISTMAS LUNCHEON; MULLIGAN'S; CSMFO CONFERENCE	4,263.62
153930	1/26/2023	CORPORATE PAYMENT SYSTEMS	COUNCIL MEAL; LEAGUE OF CITIES; TRAVEL EXPENSES	9,869.73
153931	1/26/2023	DAN'S FEED AND SEED INC.	PROPANE; KEYS FOR VETERANS MEMORIAL	21.98
153932	1/26/2023	DIVERSIFIED DISTRIBUTION	SYNTHETIC OIL	366.24
153933	1/26/2023	EWING IRRIGATION PRODUCTS, INC.	FRANK EATON PARK IRRIGATION MATERIALS	1,916.07
153934	1/26/2023	FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY	LANDLORD / TENANT PROGRAM DECEMBER 2022	3,046.99
153935	1/26/2023	SOUTHERN CALIFORNIA EDISON	ARPA: UTILITY ASSISTANCE PROGRAM	277.24
153936	1/26/2023	SOCAL GAS	ARPA: UTILITY ASSISTANCE PROGRAM	124.1
153937	1/26/2023	CITY OF PERRIS WATER	ARPA: UTILITY ASSISTANCE PROGRAM	210.02
153938	1/26/2023	FRONTIER	LANDLINE 12/19/22-01/18/23	458.73
153939	1/26/2023	GRAY QUARTER, INC.	ARPA: UTILITY ASSISTANCE PROGRAM	70.69
153940	1/26/2023	HABITAT FOR HUMANITY INLAND VA	BUILDING: CONSULTING SERVICES MAY 2022	2,682.50
153941	1/26/2023	STEPHEN HALE	SR HOME REPAIR	71,700.79
153942	1/26/2023	HIDDEN EYE SECURITY / H.E.S.	MILEAGE REIMBURSEMENT 01/04-01/08/23	361.56
153943	1/26/2023	HONEYWELL GLOBAL FINANCE	CITY HALL: FIRE SYTEM MAINTENANCE	273
153944	1/26/2023	IMPERIAL SPRINKLER SUPPLY	NOVEMBER 2022 kWh PRODUCTION	8,163.26
153945	1/26/2023	INLAND LIGHTING SUPPLIES, INC.	FRANK EATON PARK & MORGAN PARK IRRIGATION REPAIR SUPPLIES	781.55
153946	1/26/2023	INLAND ROAD SERVICE & TIRE	CESAR E CHAVEZ LIBRARY ELECTRICAL SUPPLIES	280.15
153947	1/26/2023	M & T BANK	NEW TIRES	6,241.18
153948	1/26/2023	LAUREL LANE ENTERPRISES, LLC	ARPA: MORTGAGE ASSISTANCE PROGRAM	6,050.79
153949	1/26/2023	KOFF & ASSOCIATES, INC	PERRIS GREEN CITY FARM: STAMPED PLANS	2,000.00
153950	1/26/2023	DIGITAL MAP PRODUCTS, L.P	CoP CLASSIFICATION& COMPENSATION ENDING 12/28/22	170
153951	1/26/2023	DIGITAL MAP PRODUCTS, L.P	LANDVISION BUILDER 12/27/22-12/26/2023	17,280.00

**CITY OF PERRIS  
CHECK REGISTER  
January 31, 2023**

<b>CHECK</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
153952	1/26/2023	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	2,383.32
153953	1/26/2023	NAPA AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	382.66
153954	1/26/2023	NFPA INTERNATIONAL	CITY MEMBERSHIP DUES	175
153955	1/26/2023	O'REILLY FIRST CALL	VEHICLE MAINTENANCE PARTS / SUPPLIES	591.94
153956	1/26/2023	OMEGA INDUSTRIAL SUPPLY, INC.	ASPHALT RELEASE	747.26
153957	1/26/2023	THE PARTS AUTHORITY	PVC VALVE; RAPID SEAL KIT	29.15
153958	1/26/2023	DAVID STARR RABB	LEAGUE OF CA CITIES NOVEMBER 2022	160.05
153959	1/26/2023	RIVERSIDE COUNTY SHERIFF'S DEPT	LAW ENFORCEMENT CONTRACT 09/22-10/19/22	1,615,460.74
153960	1/26/2023	RSO PERRIS COMMUNITY	AZ EXPLORER COMPETITION PARTICIPANT; LODGING	3,432.88
153961	1/26/2023	SAFETY-KLEEN SYSTEMS, INC.	CITY YARD: BRAKE CLEANER & DRUM FILTER WASTE	889.3
153962	1/26/2023	SC FUELS	FUEL	274.33
153963	1/26/2023	SOUTHERN CALIFORNIA EDISON	MULTIPLE SVC ACCOUNTS 12/13/22-01/10/23	106.4
153964	1/26/2023	SOUTHERN CALIFORNIA EDISON	MULTIPLE SVC ACCOUNTS 12/13/22-01/10/23	350.03
153965	1/26/2023	SOUTHERN CALIFORNIA EDISON	SAN JACINTO 11/28-12/26/22	2,005.78
153966	1/26/2023	SOUTHERN CALIFORNIA EDISON	7ST & S B ST 11/01-12/31/22	6,228.29
153967	1/26/2023	SOUTHERN CALIFORNIA EDISON	MULTIPLE SVC ACCOUNTS	6,554.95
153968	1/26/2023	SOCAL GAS	ARPA: UTILITY ASSISTANCE PROGRAM	182.96
153969	1/26/2023	SOUTHERN CALIFORNIA EDISON	ARPA: UTILITY ASSISTANCE PROGRAM	178.5
153970	1/26/2023	SOUTH COAST COPY SYSTEMS	COPIER LEASE	212.42
153971	1/26/2023	MAI II PROPERTIES LLC	STORAGE RENT FOR MAR-AUG2023	1,094.50
153972	1/26/2023	STATE OF CALIFORNIA	BLOOD ALCOHOL ANALYSIS OCTOBER & DECEMBER 2022	560
153973	1/26/2023	TalentZok	TEMP STAFF SERVICES	1,116.00
153974	1/26/2023	SPECTRUM BUSINESS	CONTROL ACCT DEC22-JAN23	3,902.58
153975	1/26/2023	TRULY NOLEN BRANCH 064	PEST CONTROL MONTHLY	1,267.00
153976	1/26/2023	U. S. POSTAL SERVICE	REPLENISH POSTAGE	4,000.00
153977	1/26/2023	UNIFIRST CORPORATION	PARKS: UNIFORMS MAINTENANCE	338.43
153978	1/26/2023	VELASCO MATERIALS	BLOWER SERVICE	9,000.00
153979	1/26/2023	VERIZON WIRELESS	IPADS, PLATE READER, EOC, PARK CAMERAS 12/14/22-01/13/23	16,177.01
153980	1/26/2023	VORTEX INDUSTRIES, INC	HARLEY KNOX REPAIRS TO GATE	3,350.00
153981	1/26/2023	RIVERSIDE COUNTY FLOOD CONTROL	SFLE DEPOSIT: PERRIS VALLEY STORM DRAIN CHANNEL PHASE II	5,000.00

**TOTAL**

**4,944,624.28**



11.A.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 11, 2023

**SUBJECT:** Annexation of DPR 20-00017 to the City's Maintenance Districts  
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) Open and Close of Public Hearing  
2) Open 3 Ballots  
3) Adoption of 3 Resolutions Ordering the Annexation of DPR 20-00017 to the City's Maintenance Districts, Giving Final Approval to the Engineer's Reports, and the Levying of the 2022-2023 Assessments.

**CONTACT:** John Pourkazemi, Interim City Engineer

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**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).

On January 31, 2023, 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 March 28, 2023. The public hearing was continued to April 11, 2023.

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**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)	\$851.55
Landscape Maintenance District (Parkways)	8,097.65
Flood Control Maintenance District No. 1	<u>1,489.15</u>
Total Maximum Annual Assessment	\$10,438.35

**REVIEWED BY:**

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

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

Deputy City Manager EL

**Attachments:**

1. Location Map
2. Resolution Ordering the Annexation of DPR 20-00017 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 DPR 20-00017 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 DPR 20-00017 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: \_\_\_\_\_

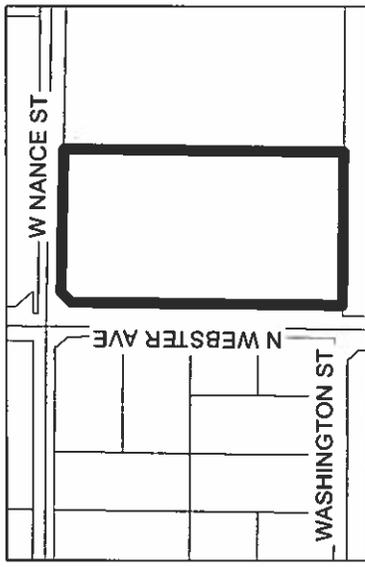
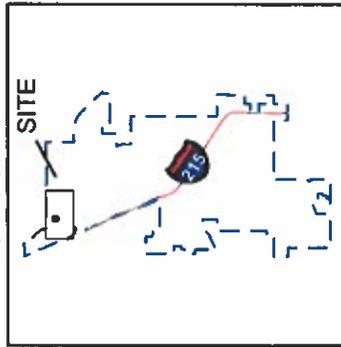
Other: \_\_\_\_\_

# Attachment No. 1

Location Map

# ANNEXATION OF DPR 20-00017 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: Nance & Webster JP-KND2

MD 84-1

6 Streetlights (1 new streetlight, 1 relocated streetlight and 4 existing freestanding streetlights).

LMD 1

Landscaping, irrigation, and appurtenances to be maintained are the parkways along Nance Street and Webster Avenue along the frontage of DPR 20-00017

FCMD 1

24-inch and 30-inch reinforced concrete (RCP) storm drain pipes, 2 catch basins, and appurtenances located within the public right-of-way.

contributes 10% for the facilities on Nance Street and 0.46% for the remaining downstream facilities.

Maximum Annual Assessment <sup>(1)</sup>

Facility

Street lights & Traffic Signals	\$851.55
Landscaped Parkways	8,097.65
Flood Control Facilities	1,489.15
<b>Total Maximum Annual Assessment</b>	<b>\$10,438.35</b>

<sup>(1)</sup> Maximum Annual Assessment for Fiscal Year 2022-23 is subject to an annual inflator based on CPI and/or utility rate increases.



## **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 DPR 20-00017 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 31st day of January 2023, adopt its Resolution of Intention Number 6108 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 6108 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 6108, 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 6108, 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 11th day of April, 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 11th day of April, 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 DPR 20-00017 TO BENEFIT ZONE 168, 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 31st day of January 2023, adopt its Resolution of Intention Number 6111 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 6111 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 6111, 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 6111, 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 11th day of April, 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 11th day of April, 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 DPR 20-00017 TO BENEFIT ZONE 133, 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 31st day of January 2023, adopt its Resolution of Intention Number 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 6112, 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 6112, 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 6112, 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 11th day of April, 2023.

---

Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, 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 11th day of April, 2023, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

11.B.

**MEETING DATE:**

April 11, 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:**

- 1.) Open a public hearing on Annexation No. 54 to CFD 2001-3 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. 2001-3 (North Perris Public Safety) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 54 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 54.
- 3.) Conduct the Special Election relating to Annexation No. 54.
- 4.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities Districts No. 2001-3 (North Perris Public Safety) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 54, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

**CONTACT:**

Matthew Schenk, Director of Finance

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**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).

At its meeting on January 31, 2023, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) (the "District"), adopted Resolution No. 6114 ("Resolution of Intention"), declaring its intention to Annex Certain Territory to the District and setting the date of the public hearing to March 28, 2023 as the date for conducting the hearing in connection with the annexation of territory to the District. The public hearing was continued to April 11, 2023. 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.

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**BUDGET (or FISCAL) IMPACT:** The property owner has forwarded a deposit to initiate the annexation process and the City may recoup all costs through the levy of the special tax.

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Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager SL

**Attachments:**

1. Boundary Map
2. Resolution calling for Special Election
3. Resolution declaring results of Election

**Consent:**

Public Hearing: x

Business Item:

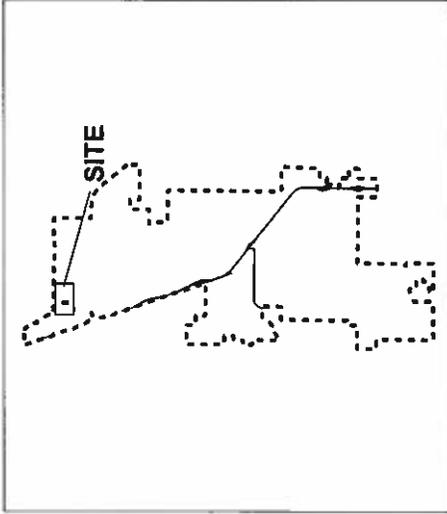
Presentation:

Other:

**ATTACHMENT 1**  
**BOUNDARY MAP**

# ANNEXATION MAP NO. 54 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

VICINITY MAP



MAP REFERENCE NUMBER 1	ASSESSOR'S PARCEL NUMBER 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.

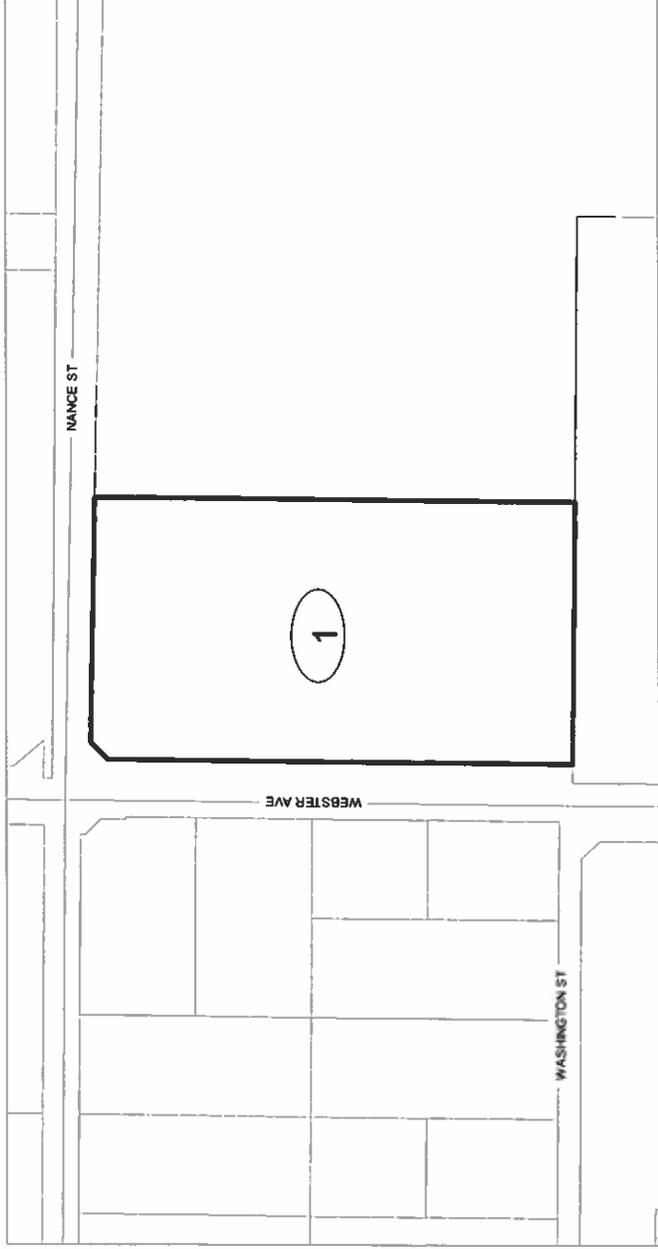
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED

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

- Legend**
- ① MAP REFERENCE NUMBER
  - CITY OF PERRIS BOUNDARY



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



**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. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 54 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 54**

**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. 2001-3 (North Perris Public Safety) of the City of Perris (the “District”), on January 31, 2023, has heretofore adopted its Resolution No. 6114 (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 March 28, 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 hearing scheduled for March 28, 2023 was continued to April 11, 2023, pursuant to Government Code 54955.1, and on April 11, 2023, the hearing was duly opened and held by this City Council at the time and place for the hearing; 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 April 11, 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. 2001-3 (North Perris Public Safety) 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. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 54." 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. 54 to Community Facilities District No. 2001-3, (North Perris Public Safety)," 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. 54 to the District has been recorded in the Office of the County Recorder of Riverside County,

California in Book 90, Page 53 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2023-0035300).

**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, 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. 54.

**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. 2001-3 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. 2001-3, 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. 54 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 April 11, 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. 54 during each of the ninety (90) days preceding the closing of the April 11, 2023 public hearing regarding the levy of the special tax on the territory within Annexation No. 54 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 April 11, 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 11th day of April 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 11th day of April 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 CFD No. 2001-3 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 CFD No. 2001-3 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.

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

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

**Council** means the City Council of the City of Perris as the legislative body for CFD No. 2001-3 under the Act.

*RESOLUTION NUMBER XXXX*

**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 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 CFD No. 2001-3 based on the last equalized tax rolls of the County.

*RESOLUTION NUMBER XXXX*

**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 CFD No. 2001-3 if CFD No. 2001-3 were not in existence.

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

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

**Special Tax(es)** means any tax levy under the Act in CFD No. 2001-3.

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

**Zone A** means property designated as Zone A.

**C. DURATION OF THE SPECIAL TAX**

Duration of Special Tax for Taxable Property in CFD No. 2001-3 shall remain subject to the Special Tax in perpetuity.

**D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES**

**1. Classification of Parcels**

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

**2. Maximum Special Tax Rates**

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

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

Each Fiscal Year following the Base Year of FY 2005/06, the Maximum Special Tax Rates shall be increase in accordance with the Annual Tax Escalation Factor.

*RESOLUTION NUMBER XXXX*

**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 B.
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 CFD No. 2001-3.

**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**

**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.

**Exhibit C**

**OFFICIAL BALLOT  
TO BE OPENED ONLY BY THE CANVASSING BOARD**

**COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC  
SAFETY)**

**OF THE CITY OF PERRIS, ANNEXATION NO. 54**

**SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION**

**April 11, 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 **Nance & Webster JP-KND2**, as owner or authorized representative of such sole owner of 5 acres of the land within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 54 (the "Property") and represents 5 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. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 54 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on April 11, 2023 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 54 pursuant to Article XIIIB 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 \$371.48 per Single-Family Residential Unit, \$74.29 per Multi-Family Residential Unit and \$1,485.95 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: 5

Property Owner: **Nance & Webster JP-KND2**

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. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 54 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 54 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. 2001-3 (North Perris Public Safety) 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 April 11, 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. 54” (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. 6114 adopted on January 31, 2023 (the “Resolution of Intention”); and

**WHEREAS**, the landowners of record within the Property as of the close of the public hearing held on April 11, 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 April 11, 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. 2001-3 (North Perris Public Safety) 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 April 11, 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 April 11, 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 11th day of April 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 11th day of April 2023, by the following called vote:

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

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

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

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

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

**Exhibit A**

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

**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. 2001-3 (North Perris Public Safety) 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 April 11, 2023, held in

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

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 11th day of April 2023.

CITY OF PERRIS, CALIFORNIA, acting as the  
LEGISLATIVE BODY OF THE COMMUNITY  
FACILITIES DISTRICT NO. 2001-3 (NORTH  
PERRIS PUBLIC SAFETY) OF THE CITY OF  
PERRIS

By: \_\_\_\_\_

City Clerk, Nancy Salazar

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

**STATEMENT OF ALL VOTES CAST  
SPECIAL TAX ELECTION**

	Qualified Landowner <u>Votes</u>	Total Votes <u>Cast</u>	<u>YES</u>	<u>NO</u>
City of Perris, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 54, Special Election, April 11, 2023	5	_____	_____	_____

**PROPOSITION A:** Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 54 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on April 11, 2023 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 54 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 \$371.48 per Single-Family Residential Unit, \$74.29 per Multi-Family Residential Unit and \$1,485.95 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:** April 11, 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:**

- 1.) Open a public hearing on Annexation No. 17 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. 17 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 17.
- 3.) Conduct the Special Election relating to Annexation No. 17.
- 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. 17, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

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

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**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).

At its meeting on January 31, 2023, 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. 6113 ("Resolution of Intention"), Declaring its Intention to Annex Certain Territory to the District and setting the date of the public hearing to March 28, 2023 as the date for conducting the hearing in connection with the annexation of territory to the District. The public hearing was continued to April 11, 2023. 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.

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**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.

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Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
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:

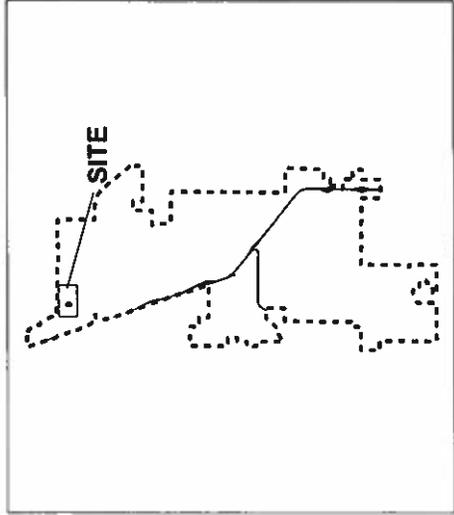
Presentation:

Other:

**ATTACHMENT 1**  
**BOUNDARY MAP**

# ANNEXATION MAP NO. 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 \_\_\_\_\_ 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**

- ① MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



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



**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. 17 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 17**

**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 January 31, 2023, has heretofore adopted its Resolution No. 6113 (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 March 28, 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 hearing scheduled for March 28, 2023 was continued to April 11, 2023, pursuant to Government Code 54955.1, and on April 11, 2023, the hearing was duly opened and held by this City Council at the time and place for the hearing; 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

(Continued)

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 April 11, 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. 17." 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. 17 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. 17 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 90, Page 52 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2023-0035299).

**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. 17.

**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. 17 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 April 11, 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. 17 during each of the ninety (90) days preceding the closing of the April 11, 2023 public hearing regarding the levy of the special tax on the territory within Annexation No. 17 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 April 11, 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 11th day of April 2023.

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Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar

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

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, 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 11th day of April 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**

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

b. Multiple Land Use Classes

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

c. Increase in the Maximum Special Tax

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

2. **Non-Taxable Property**

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

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

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

**E. EXEMPTIONS**

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

**F. APPEALS AND INTERPRETATIONS**

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the City Council 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. 17**

#### **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) Public Street Lighting.
- (b) Landscape, Park, Trails and Recreation Improvements. The parks, open space areas, trails and recreation facilities to be operated, maintained and serviced may include, but are not limited to, the maintenance and care of all landscaping and facilities within park and open space areas facilities that service CFD No. 2018-02 (Public Services District) but may not be included within the boundaries of CFD No. 2018-02 (Public Services District). This includes trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, signs, monuments, and associated appurtenant facilities.
- (c) 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.
- (d) Any amounts needed for operating reserves and capital reserves.
- (e) Any amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years.
- (f) 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. 17**

**SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION**

**April 11, 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 **Nance & Webster JP-KND2, LLC**, as owner or authorized representative of such sole owner of 5 acres of the land within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 17 (the "Property") and represents 5 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. 17 to pay for eligible services which may include, but are not limited to (1) Public Street Lighting and (2) Landscape, Park, Trails and Recreation Improvements. The parks, open space areas, trails and recreation facilities to be operated, maintained and serviced may include, but are not limited to, the maintenance and care of all landscaping and facilities within park and open space areas facilities that service CFD No. 2018-02 (Public Services District) but may not be included within the boundaries of CFD No. 2018-02 (Public Services District). This includes trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, signs, monuments, and associated appurtenant facilities. The cost of the Services shall also include 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 April 11, 2023 and the

YES

NO

(Continued)

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. 17 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 2022-23 is \$21.060 per 1,000 square foot of building floor area?

Number of votes: **5**

Property Owner: **Nance & Webster JP-KND2, LLC**

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. 17 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 17 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 April 11, 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. 17” (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. 6113 adopted on January 31, 2023 (the “Resolution of Intention”); and

**WHEREAS**, the landowners of record within the Property as of the close of the public hearing held on April 11, 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 April 11, 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 April 11, 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 April 11, 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 11th day of April, 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 11th day of April, 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. 17**

**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 April 11, 2023, held in

COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)  
OF THE CITY OF PERRIS, ANNEXATION NO. 17

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 11th day of April, 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. 17**

**STATEMENT OF ALL VOTES CAST  
SPECIAL TAX ELECTION**

	Qualified Landowner Votes	Total Votes Cast	YES	NO
City of Perris, Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 17, Special Election, April 11, 2023	5	_____	_____	_____

**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. 17 to pay for eligible services which may include, but are not limited to (1) Public Street Lighting and (2) Landscape, Park, Trails and Recreation Improvements. The parks, open space areas, trails and recreation facilities to be operated, maintained and serviced may include, but are not limited to, the maintenance and care of all landscaping and facilities within park and open space areas facilities that service CFD No. 2018-02 (Public Services District) but may not be included within the boundaries of CFD No. 2018-02 (Public Services District). This includes trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, signs, monuments, and associated appurtenant facilities. The cost of the Services shall also include 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 April 11, 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. 17 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,

*RESOLUTION NUMBER XXXX*

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?



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:**

April 11, 2023

**SUBJECT:**

Specific Plan Amendment 22-05052, Tentative Parcel Map 22-05029 (TPM 38386), and Development Plan Review 20-00020 – A proposal to consider the following entitlements to facilitate the construction of a 334,040 square foot industrial warehouse on a 20.14-acre site, located on the west side of Redlands Avenue between E. Rider Street and Placentia Avenue, in the Perris Valley Commerce Center Specific Plan (PVCC-SP): 1) Specific Plan Amendment to remove a paper/unimproved street from the Circulation Plan of the PVCC-SP; 2) Tentative Parcel Map to merge eight (8) existing parcels into one (1) parcel; and 3) Development Plan Review for the site plan and building elevations. (APNs: 300-250-010, -011, -012, -013, -014, -015 and -016). Applicant: Michael Johnson of Lake Creek Industrial, LLC. (Continued from February 28, 2023 City Council meeting).

**REQUESTED ACTION:**

Adopt Resolution No. (next in order) to adopt the Mitigated Negative Declaration (MND) 2377 and the Mitigation Monitoring and Reporting Program (MMRP), and approve Specific Plan Amendment 22-05052, Tentative Parcel Map 22-05029 (TPM-38386), and Development Plan Review 20-00020 to facilitate the construction of a 330,804 square foot industrial warehouse building, based on the findings and the Conditions of Approval; and Introduce First Reading of Ordinance No. (next in order) approving Specific Plan Amendment 22-05052 to remove Russell Way, a paper/unimproved street, subject to the information contained in the staff report and making findings in support thereof; or

Continue off-calendar.

**CONTACT:**

Kenneth Phung, Director of Development Services

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**BACKGROUND:**

The applicant is requesting a continuance off-calendar of the project as the applicant's team needs additional time to continue to work on addressing the City Council's comments from the February

28, 2023 meeting and the resident's concerns made during public comment and the recommendations of the Planning Commission at the meeting on January 18, 2023.

The project was scheduled for consideration by the City Council on February 28, 2023. On the day of the meeting, the applicant requested a continuance to April 11, 2023. During public comments, Daisy Ramirez, a Perris resident in proximity to the site, spoke, stating she opposed the project based on the impacts the project would have on the environment, truck traffic, and air quality.

Before taking action on the request to continue the project, the City Council requested clarification on the following: 1) reasons for continuing the project, 2) whether the project has addressed the comments from Riverside Transit Agency (RTA) and the environmental groups, and 3) the project's truck route. The applicant explained that the changes recommended by the Planning Commission were extensive, and they wanted to revise the plans further to address the Commission's recommendations and residents' concerns to the west of the project site. Staff clarified that the project had addressed RTA's request for a sidewalk and is providing a Class 1 Trail along the Redlands Avenue frontage, and summarized the Planning Commission recommended changes, which include enhancing the architecture of the building elevations, providing a minimum 25-foot landscape setback and a 75-foot building setback from the rear masonry wall.

As the project involves truck trips as part of the business operation, the City Council recommended that the applicant conduct a study to assess the impacts the project would have on the City's truck routes and, if agreeable to notify the neighbors of the continuance to the April 11, 2023, City Council meeting. The applicant agreed to provide the study when the project returns to the City Council for consideration and to notify the neighbors of the continuance. As such, the City Council unanimously approved the continuation to April 11, 2023, subject to the applicant providing notification of the continuance to all residents within 300 feet. The applicant is now requesting a continuance off-calendar of the project to have additional time to work through the concerns expressed by the Council, the recommendations of the Planning Commission, and the resident who spoke at the Council meeting.

**RECOMMENDATION:**

Staff is recommending approval of the continuance off-calendar request to allow the applicant additional time to revise the project. When the project is ready to be considered by the City Council, a notice of hearing will be sent to property owners within 300 feet of the project site in accordance with Government Code Section 65090-65096.

As an alternate recommendation, if the Council wishes to proceed with the project, staff is recommending carrying forth the Planning Commission's recommendation that the City Council ADOPT Resolution (next in order) adopt the IS/MND 2377 and MMRP and approve the Specific Plan Amendment 22-05052, Tentative Tract Map 22-05029 (TPM 38386), and Development Plan Review 20-00020.

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**BUDGET (or FISCAL) IMPACT:** All costs associated with the project are borne by the applicant.

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Prepared by: Chantal Power, AICP, Contract Planner  
**REVIEWED BY:** Patricia Brenes, Planning Manager

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager \_\_\_\_\_

**Attachments:**

1. Applicant's Request for Continuation Off-Calendar
2. Original City Council Agenda Submittal – Dated February 28, 2023  
*Due to the size of the document, only the staff report is included as a hard copy. The entire staff report packet is available online at:*  
[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-338#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-338#docan1206_1313_479)

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

# **Attachment 1**

**Applicant's Request for Continuation  
Off-Calendar**

## Patricia Brenes

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**From:** Christine Saunders <christine@csaundersassociates.com>  
**Sent:** Thursday, March 23, 2023 4:11 PM  
**To:** Chantal Power  
**Cc:** Patricia Brenes; Kenneth Phung  
**Subject:** Request for Continuance Off-Calendar - DPR20-00020 Redlands West Industrial Project

Good afternoon,

On behalf of Lake Creek Industrial, LLC, I would like to request that the scheduled public hearing at City Council on April 11, 2023, be continued off calendar.

Please let me know if you have any questions or concerns. Thank you!

Kind Regards,



**Christine Saunders, President**  
Christine Saunders & Associates, LLC

**Mobile:** 714-488-1529

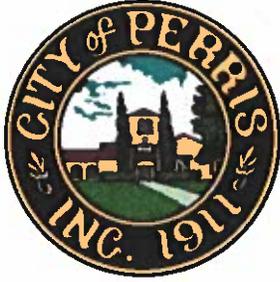
**Email:** christine@csaundersassociates.com

## **Attachment 2**

Original City Council Agenda Submittal –  
Dated March 14, 2023

*Due to the size of the document, only the  
staff report is included as a hard copy.  
The entire staff report packet is available  
online at:*

[https://www.cityofperris.org/departmen  
ts/development-  
services/planning/environmental-  
documents-for-public-review/-folder-  
338#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-338#docan1206_1313_479)



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:**

February 28, 2023

**SUBJECT:**

Specific Plan Amendment 22-05052, Tentative Parcel Map 22-05029 (TPM 38385), and Development Plan Review 20-00020 – A proposal to consider the following entitlements to facilitate the construction of a 330,804 square foot industrial warehouse on a 20.14-acre site, located on the west side of Redlands Avenue between E. Rider Street and Placentia Avenue, in the Perris Valley Commerce Center Specific Plan (PVCC-SP): 1) Specific Plan Amendment to remove a paper/unimproved street on the project site 2) Tentative Parcel Map to merge eight (8) existing parcels into one (1) parcel; and 3) Development Plan Review for the site plan and building elevations. (APNs: 300-250-010, -011, -012, -013, -014, -015 and -016). Applicant: Michael Johnson of Lake Creek Industrial, LLC

**REQUESTED ACTION:**

Adopt Resolution No. (next in order) to adopt the Mitigated Negative Declaration (MND) 2377 and the Mitigation Monitoring and Reporting Program (MMRP), and approve Specific Plan Amendment 22-05052, Tentative Parcel Map 22-05029 (TPM-38386), and Development Plan Review 20-00020 to facilitate the construction of a 330,804 square foot industrial warehouse building, based on the findings and the Conditions of Approval.

Introduce First Reading of Ordinance No. (next in order) approving Specific Plan Amendment 22-05052 to remove Russell Way, a paper/unimproved street, subject to the information contained in the staff report and making findings in support thereof.

**CONTACT:**

Kenneth Phung, Director of Development Services

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**BACKGROUND:**

On January 18, 2023, the Planning Commission voted 3 to 1 to recommend approval to the City Council of the proposed Redlands West Industrial Development located on the west side of Redlands Avenue between E. Rider Street and Placentia Avenue, consisting of a 330,804 square foot warehouse distribution building which includes a 4,000 square foot mezzanine, an 8,000 square foot office area. To facilitate this project, a Specific Plan Amendment is requested to remove a paper street on the project site, a Tentative Parcel Map to consolidate eight parcels into a single

20.14-acre parcel, and a Development Plan Review for the site plan and building elevation approval.

The building has been designed to provide enhanced building elevations and decorative screen walls on the north and south sides of the site to screen the loading areas consistent with the PVCC-SP. The centrally located driveway is proposed for passenger vehicles only. Trucks will enter the site via the northerly and southerly driveways and exit only via the southerly driveway. Truck access will be limited to and from I-215/Harley Knox Boulevard Interchange, Harley Knox Boulevard, to Redlands Avenue; or to and from I-215/Placentia Avenue Interchange, Placentia Avenue (no truck access on Placentia Avenue between Perris Boulevard and Redlands Avenue), Indian Avenue, Morgan Street, Redlands Avenue. Truck access to and from Ramona Expressway and Perris Boulevard is prohibited.

The site is surrounded by an existing industrial development to the north and industrial-zoned land to the east and south. To the west is a 42-foot-wide Southern California Edison (SCE) easement followed by a mobile home residential development that is all single-story and a conventional residential subdivision that includes a two-story residence next to the row of mobile homes. As part of the project development, the developer will replace the rear chain link of the mobile home development, which is consistent with the offer provided to mobile homes to the north when the northerly industrial project was developed. In addition, the 42-foot-wide SCE easement will be landscaped and provide a meandering decomposed granite walking path to continue the pathway to the north, followed by a 14-foot-high wall adjacent to the industrial site to screen visibility of the trucks for the proposed industrial development, consistent with the requirements of existing industrial development to the north.

## **PLANNING COMMISSION MEETING:**

### *Public Comments*

Two residents spoke regarding this project at the Planning Commission meeting: 1) a resident, who lives in the residential neighborhood to the west, raised concerns about the project's proximity to the residences, the increase in truck traffic, and the air quality impacts that would result from this project, and 2) Councilmember Raab who spoke as a resident regarding his concerns requesting greater building setbacks and landscape buffers with additional trees due to proximity to the mobile home development. The Commissioners discussed how the project could be further improved and enhanced to reflect the concerns expressed.

### *Discussion*

The Commissioners acknowledged the developer's effort to address the proximity to the mobile home concerns at an Ad Hoc Committee that occurred prior to the Planning Commission meeting, where the architecture was further enhanced, and a landscape buffer of eleven (11) feet was provided to the rear of the industrial site to provide additional landscaping buffer beyond the 42-foot SCE easement. In addition, the developer's additional willingness to work with staff to make further enhancements to the project to reflect the public and the Commissioner's feedback at the Planning Commission meeting. Thus, the Planning Commission recommended approval of the project subject to the following changes to the plan, which are reflected in the updated conditions of approval with the support of the developer:

1. The building setback from the rear property line will increase from 50 feet to 75 feet, which is in addition to the 42-foot SCE easement, to accommodate a minimum 25-foot-wide landscape on-site to provide a greater landscape buffer from the mobile home development.
2. The 25-foot-wide landscape buffer along the west side of the property will include fast-growing mature trees to further screen the visibility of the industrial building.
3. The applicant will work with Planning Division staff on an accent color compatible with other industrial buildings in the surrounding area and ensure the rear and front building elevations are articulated.

### *Project Revisions*

Since the Planning Commission meeting, the applicant has worked diligently with staff and has revised the site plan, landscaping, and building elevations to address the feedback and request made by the Planning Commission with the updated plans included in Attachment 9. The notable changes include increasing the rear landscape buffer from 11 feet to 25 feet with mature fast-growing trees, increasing the building setback from the rear property line to 75 feet with no truck parking within this area, thereby reducing trailer parking stalls from 184 to 142 spaces, increasing the landscape percentage from 14.2% to 15.9%, and enhancing the building elevations with a grey snap brick and grey accent color.

### **ENVIRONMENTAL DETERMINATION:**

An Initial Study was prepared for the Project in accordance with the California Environmental Quality Act (CEQA), which concluded that all potentially significant environmental effects could be reduced to less than a significant level with mitigation measures. Staff received six (6) comment letters from the following interested parties, of which the letter from Blum Collins & H LLP, on behalf of Golden State Environmental Justice Alliance, has been withdrawn (Attachment 10):

1. Susan Diaz – Comments expressed opposition to the project due to air quality impacts to the adjacent residential neighborhood.
2. Riverside Transit Agency – Comments recommended to include a sidewalk along the project frontage to allow pedestrian access to public transit.
3. Blum Collins & Ho LLP (on behalf of Golden State Environmental Justice Alliance) – This comment letter has been withdrawn.
4. Center for Community Action and Environmental Justice – Comments raised concerns about proximity of the project to residential uses, air quality impacts, the potential for use of transport refrigeration units (TRUs). It also requested a Construction Health Risk Assessment (HRA) and additional landscaping.
5. South Coast Air Quality Management District – Comments recommended revising the Health Risk Assessment and dispersion modeling files to add more residential receptors on the west side of the site. In addition, it recommended the lead agency to revisit the number of truck trips identified in the PVCCSP EIR and to compare them to project specific MND.
6. Adam Salcido – Comment letter requested notification of any progress on the project.

Responses have been prepared addressing all the comments. In summary, none of the comment letters raised additional environmental concerns that have not already been addressed in the MND

2377 or constitute "significant new information" or meet any of the conditions in Section 15088.5 of the State CEQA Guidelines that would require recirculation of the IS/MND 2377 (Attachment 8).

**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. The Planning Commission determined that the Project, with the requested revisions, would adequately address the Commission's issues above of concern and recommended approval of the Project. Therefore, staff is carrying forth the Planning Commission's recommendation that the City Council ADOPT Resolution (next in order) adopt the IS/MND 2377 and MMRP and approve the Specific Plan Amendment 22-05052, Tentative Tract Map 22-05029 (TPM 38386), and Development Plan Review 20-00020.

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**BUDGET (or FISCAL) IMPACT:** All costs associated with the Project are borne by the applicant.

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Prepared by: Chantal Power, AICP, Contract Planner  
**REVIEWED BY:** Kenneth Phung, Director of Development Services

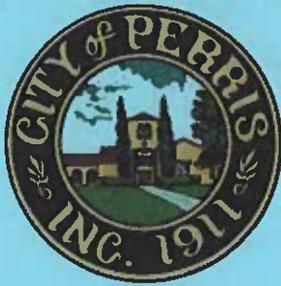
City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager \_\_\_\_\_

Attachments:

1. Resolution Number (next in order) adopting the Final MND 2377 and MMRP and approving TPM 38386 and DPR 20-00020 (Including Conditions of Approval)
2. Ordinance Number (next in order) approving SPA 22-05052
3. Vicinity / Aerial Map
4. PVCCSP Land Use Plan
5. MARB/IPA ALUCP Map
6. Tentative Parcel Map
7. Revised Project Plans (Site Plan, Conceptual Grading Plan, Floor Plan Building Elevations, Conceptual Landscape Plans, and Sight Line Studies)
8. Initial Study/Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, Associated Technical Studies, Comment Letters, and Responses to Comments.  
*Due to the size of the files, the documents are available online at:  
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-338#docan12061313479>*
9. Planning Commission Staff Report Without Exhibits - Dated January 18, 2023  
*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-338#locan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-338#locan1206_1313_479)~~

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



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

11.E.

**MEETING DATE:** April 11, 2023

**SUBJECT:** Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024

**REQUESTED ACTION:** That the City Council adopt Resolution No. (next in order) approving the Draft Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024

**CONTACT:** Michele Ogawa, Economic Development and Housing Director

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#### BACKGROUND/DISCUSSION:

On February 9, 2023, the CDBG Committee, which consists Mayor Vargas, Councilwoman Rogers, and Housing Authority staff, met to review submitted FY 23-24 CDBG applications and determine preliminary funding. The committee determined allocations based on prior year funding. The primary purpose of CDBG funds is to benefit persons that earn less than 80% of the area median income (AMI) and reside in an eligible area. The funds must support: 1) decent housing; 2) suitable living environments; and 3) expansion of economic opportunities for income qualified individuals. Activities must meet one of three national HUD objectives for CDBG: 1) serve low-moderate income persons; 2) aid in the elimination of slum and blight; or 3) address recent, urgent health or welfare needs (e.g., natural disaster). An activity may be eligible because it either benefits an area (activity serves a census tract which has 51% or more low-moderate income persons) or a limited clientele (persons and families with low-to-moderate income).

The following is a breakdown of CDBG-eligible funding categories with their maximum allowed caps for FY 2023-2024:

CDBG CATEGORY	CAP	AMOUNT
Planning/Administration	20%	\$177,821
Public Service	15%	\$133,366
Non-Public Service Activities	No cap	\$577,920
<b>Total Estimated Available CDBG Funds</b>		<b>\$889,107</b>

This year, the City received eight applications for CDBG funds, excluding Planning/Administration. A list of the agencies that submitted applications is on file with the Perris Housing Authority. The CDBG Committee reviewed all applications and made the following funding recommendations:

<b>Administration</b>	
CDBG Staff salaries, training, supplies	\$177,821
<b>Total Administration &amp; Planning Allocation</b>	<b>\$177,821</b>
<b>Public Service Allocations</b>	
Voices for Children	\$16,000
Riverside Fair Housing Council: Fair Housing Program	\$32,500
Family Service Association: Senior Nutrition Program	\$20,000
Boys & Girls Club of Menifee Valley: Before & After School Program	\$15,000
Love 4 Life Association: Unbreakable Project	\$26,492
Unallocated Funds	\$23,374
<b>Total Public Service Allocation</b>	<b>\$133,366</b>
<b>Non-Public Service Allocations</b>	
Habitat for Humanity: Homebuyer Assistance Program	\$240,000
City of Perris Community Services: GEAR Bike Lane Expansion III	\$210,200
City of Perris Engineer's Office: A St. Corridor Sidewalk Improvements	\$127,720
<b>Total Non-Public Service Allocation</b>	<b>\$577,920</b>
<b>TOTAL ESTIMATED CDBG ALLOCATION</b>	<b>\$889,107</b>

During their review, the CDBG Committee recommended utilizing the full amount of the non-public service cap while funding the public service applicants only at their requested amount, considering the applicants' past performance and application score. The Unallocated Public Service Funds will be available to subrecipients who request additional funding at mid-year.

### **California Environmental Quality Act (CEQA)**

The FY 2023-2024 Annual Action Plan as planning documents are not subject to the California Environmental Quality Act (CEQA) as they would not result in a direct or reasonably foreseeable physical change in the environment pursuant to State CEQA Guidelines 15060 (c)(2) nor considered a project pursuant to State CEQA Guidelines 15060 (c)(3).

### **Recommendation**

It is requested that Council make preliminary funding recommendations based on the projected FY 2023-2024 CDBG Entitlement amount. Final adoption of the Annual Action Plan is scheduled for May 9, 2023. The approved final allocations will be submitted to HUD through the Annual Action Plan no later than May 17, 2023, as mandated by federal regulation.

A public notice for this meeting was published on March 10, 2023, in the Perris Progress Newspaper and La Opinion Newspaper (consistent with the City's Citizen Participation Plan) regarding the Action Plan Development and planned Council Meetings to provide citizens with an opportunity to comment on the CDBG Draft 2023-2024 Annual Action Plan prior to adoption of the plan.

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**BUDGET (or FISCAL) IMPACT:** The fiscal impact to the FY 2023-2024 City Operating Budget is an increase in revenue.

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Prepared by: Dr. Sara Cortés de Pavón, Principal Management Analyst

**REVIEWED BY:**

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

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

Deputy City Manager ER

Attachments: 1. Resolution No. (Next in order), including Draft CDBG Annual Action Plan FY 2023-2024

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

# **ATTACHMENT 1**

**Resolution No. (next in Order), including Draft CDBG  
Annual Action Plan FY 2023-2024**

**RESOLUTION NO. (Next in order)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING THE DRAFT FY 2023-2024 ANNUAL ACTION PLAN WITH PROPOSED FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERAL ENTITLEMENT PROGRAM**

**WHEREAS**, the City of Perris, pursuant to 24 CFR 91.200 (d) and 91.220 (b), developed a FY 2023-2024 Annual Action Plan that coordinates all elements of planned community development in the City to include housing, neighborhood development, economic development, and public services; and

**WHEREAS**, the City of Perris, pursuant to Federal regulations, has solicited public input on the Draft FY 2023-2024 Annual Action Plan which includes proposed funding of CDBG related programming and that were reviewed and approved by a City Council appointed CDBG committee; and

**WHEREAS**, On April 11, 2023, the City Council considered the Draft FY 2023-2024 Annual Action Plan for the CDBG Federal Entitlement Program; and

**WHEREAS**, the approvals herein are preliminary for inclusion in the Draft FY 2023-2024 Annual Action Plan with final approvals to be adopted tentatively on May 30, 2023; and

**WHEREAS**, the Draft FY 2023-2024 Action Plan as a planning document is not subject to the California Environmental Quality Act (CEQA) as it would not result in a direct or reasonably foreseeable physical change in the environment pursuant to State CEQA Guidelines 15060 (c)(2) nor considered a project pursuant to State CEQA Guidelines 15060 (c)(3).

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

**SECTION 1.** That the City Council has determined that the Draft FY 2023-2024 Annual Action Plan as planning documents are not subject to CEQA pursuant to Sections 15060 (c)(2) and 15060 (c)(3).

**SECTION 2.** That the City Council hereby approves the Draft FY 2023-2024 Annual Action Plan for the CDBG Federal Entitlement Program.

**SECTION 3.** That the City Council direct staff to schedule the Resolution and approvals herein for final consideration at the tentative May 9, 2023 City Council hearing.

**SECTION 4.** That the City Clerk shall attest and certify to the passage of this resolution and it shall thereupon take effect and be in full force.

**PASSED, APPROVED, AND ADOPTED ON April 11, 2023, BY THE FOLLOWING VOTE:**

\_\_\_\_\_  
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 \_\_\_\_\_ was duly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 11<sup>th</sup> day of April 2023, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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

Resolution Exhibits:

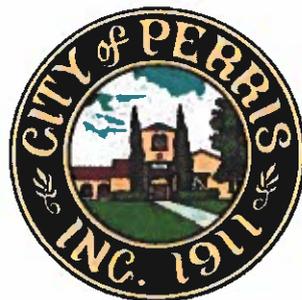
**Exhibit A: Proposed FY 2023-2024 CDBG Allocations**

# PROPOSED FY 2023-2024 Allocations

<b>Administration</b>	
CDBG Administration	\$177,821
<b>TOTAL ADMINISTRATION ALLOCATED</b>	<b>\$177,821</b>
<b>Public Service</b>	
Voices for Children	\$16,000
Fair Housing Council of Riverside Co.: Fair Housing Services	\$32,500
Family Services Association: FSA More than a Meal	\$20,000
Boys & Girls Club of Menifee Valley: Before & After School Program	\$15,000
Love 4 Life Association: Unbreakable Project	\$26,492
Unallocated Funds	\$23,374
<b>TOTAL PUBLIC SERVICE ALLOCATED</b>	<b>\$133,366</b>
<b>Non-Public Service</b>	
Habitat for Humanity: Homebuyer Assistance	\$240,000
City of Perris Community Services: GEAR Bike Lane Expansion III	\$210,200
City of Perris Engineer's Office: A St. Corridor Sidewalk Improvements	\$127,720
<b>TOTAL NON-PUBLIC SERVICE ALLOCATED</b>	<b>\$577,920</b>
<b>TOTAL ESTIMATED CDBG ALLOCATION</b>	<b>\$889,107</b>



Community Development Block Grant Program  
FY 2023-2024  
Annual Action Plan- **DRAFT**



Prepared for the U.S. Department of Housing & Urban Development

Housing Authority  
101 North D. Street,  
Perris, CA 92570

Scheduled for public hearing on April 11, 2023 at 6:30 pm

## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

The City of Perris's One Year Action Plan for Fiscal Year (FY) 2023-2024 includes the activities the City will undertake to address its priority needs and local objectives as outlined in its approved 2019-2024 Consolidated Plan. These activities will be addressed using funds received for the FY 2023-2024 program year under the Community Development Block Grant (CDBG) and General Funds. This Action Plan is a yearly funding plan.

The primary purpose of CDBG funds is to benefit persons who earn up to 80% of the area median income (AMI) or reside in an eligible area. Eligible low to moderate income areas were determined by the 2010 Census and updated per the FY 2020 ACS 5-year 2011-2015 Low-and-Moderate-Income Summary Data. Eligible activities include, but are not limited to, public service activities, infrastructure improvements, park improvements, code enforcement and housing improvement programs.

Activities detailed in the Plan meet one of the following objectives:

1. Benefit low to moderate-income persons;
2. Aid in the prevention or elimination of slums or blight;
3. Meet community development needs having a particular urgency;
4. Create or preserve affordable housing; and
5. Provide services to the homeless and aid in the prevention of homelessness.

Additionally, activities meet the following goals and objectives for Community Planning and Development (CPD) Programs of the U.S. Department of Housing and Urban Development (HUD):

1. To ensure decent housing;
2. To create and maintain a suitable living environment; and
3. To expand economic opportunities.

**2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

**GOAL 1: DECENT HOUSING**

**HOUSING STRATEGIES**

**Objective 1: Rehabilitate and Preserve Homeownership**

- Minor Home Repair Program

Outcome: Sustainability of decent housing to low-income persons

**Objective 2: Expand Affordable Housing**

- Affordable Housing Development through new construction, acquisition and/or rehabilitation.

Outcome: Affordability of decent housing to low-income persons

**Objective 3: Increase affordable housing opportunities to first-time homebuyers**

- Homebuyer Assistance Program

**Objective 4: Increase affordable rental and mortgage opportunities for those financially affected by COVID-19**

- 

Outcome: Affordability of decent housing to low-income persons

**FAIR HOUSING STRATEGY**

**Objective 1: Affirmatively Further Fair Housing**

- Fair Housing Services

Outcome: Availability/accessibility of decent housing for low-income persons

**GOAL 2: SUITABLE LIVING ENVIRONMENT**

**HOMELESS STRATEGY**

**Objective 1: Improve access to homeless services through street outreach**

- Homeless Outreach Program

Outcome: Availability/accessibility of services for a suitable living environment for low-income persons

**Objective 2: Improve access to homeless services through the hotel voucher program**

- Homeless Services Program

Outcome: Availability/accessibility of services for a suitable living environment for low-income persons

**PUBLIC SERVICE STRATEGIES**

**Objective 1: Provide Community and Support Services for the Elderly, Youth, Veterans, and Special Needs Populations**

Outcome: Availability/accessibility of services for a suitable living environment for low-income persons

**Objective 2: Provide support services for those financially affected by COVID-19**

Outcome: Support activities that assist with basic needs and provide quality services

**COMMUNITY DEVELOPMENT STRATEGY**

**Objective 1: Public Infrastructure Improvements in Eligible Areas**

Outcome: Availability/accessibility of improved public infrastructure/facilities for a suitable living environment for low-income persons

**Objective 2: Improve recreational and community facilities located in low-to-moderate income neighborhoods**

Outcome: Availability/accessibility of improved parks/neighborhood facilities for a suitable living environment for low-income persons

**Objective 3: Public Facilities Improvements in Eligible Areas**

Outcome: Availability/accessibility of improved public infrastructure/facilities for a suitable living environment for low-income persons

**GOAL 3: ECONOMIC OPPORTUNITIES**

**ECONOMIC DEVELOPMENT STRATEGY**

**Objective 1: Expand Economic Development Opportunities**

- Small Business Assistance Program
- Commercial Façade Improvement Program

Outcome: Availability/Accessibility of economic opportunities for low-income persons

**3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Perris is in the fourth year (FY 2022-2023) of its current Consolidated Plan period (2019-2024). The COVID-19 pandemic affected the delivery of services to residents in the past year through delays in global supply chains and shipments resulting in shortages affecting construction and housing rehabilitation project implementation. Below is a summary of activities reported in the City’s 2021 Consolidated Annual Performance Report (CAPER):

<b>FY 2021-2022 Results At A Glance</b>			
<b>Activity</b>	<b>Goal</b>	<b>Assisted</b>	<b>Percentage Attained</b>
Fair Housing Council of Riverside County: Fair Housing Services	1,660	1,227	84%
Boys & Girls Club of Menifee Valley: Afterschool program	55	41	75%
Life Lifters International: Youth Art Program	10	30	300%
Love 4 Life Association: Youth Anti-bullying & Suicide Prevention Program	30	31	103%
Family Service Association: Senior Nutrition Program	106	178	168%
<b>Housing Rehabilitation and Capital Improvement Projects</b>			
Habitat for Humanity: Senior Home Repair	Completed three (3) properties which included termite repairs, exterior home painting, replacement of HVAC system, and installation of new smoke/carbon monoxide detectors. Agency was affected with SHPO review approval delays from the State.		
<b>CDBG-CV</b>			
Rental & Mortgage Assistance	Provided rental & mortgage assistance for up to six (6) months to 18 low-to-moderate income households.		

Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024 DRAFT

Utility Assistance	Provided gas, water, electrical utility assistance for up to three (3) months to 21 low-to-moderate income households.
Homeless Services	Provided hotel vouchers for up to ninety (90) days for sixty two (62) homeless individuals.

Annually, public meetings were held, along with other outreach activities in an effort to assist the city in choosing goals or projects that would best meet community needs. Projects funded included public service activities that focused on the youth and seniors, both of which were identified as high priority needs. In addition, non-public service projects which addressed high priority infrastructure needs.

The City continues to carry out its programs as identified in its approved Consolidated Plan (2019-2024). To date, the city has allocated all funding sources to complete programming outlined in Annual Action Plans. The City has provided all requested certifications as required by HUD and have been fair and impartial to entities applying for federal funds to assist in program implementation. The City has not hindered Consolidated Plan implementation through either willful action or through inaction.

**4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

Summary from citizen participation section of plan.

In accordance with Federal regulations at 24 CFR 91.105 and 91.200, the City implemented a citizen participation process during the development of the Action Plan. In an effort to broaden public participation, the city encouraged residents and community-based organizations to provide input on community needs.

The following is a summary of the Citizen Participation Plan Process for development of the Action Plan:

Action Plan Development

Citizens and stakeholders were invited to provide input into development of the Annual Action Plan, through one or more of the following mechanisms: community meetings/stakeholder focus groups, community needs survey, public comment period and public hearing process.

Community-Based Service Providers provided input through a Request for Proposals (RFP) process with high priority funding requests. In addition, to ensure citizen participation in the

Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024 DRAFT

development of the FY 2023-2024 Annual Action Plan, on October 1, 2022, a Community Needs Survey was made available to Perris residents to solicit community input. The survey was placed on the City’s website for online completion. In addition, the survey was made available at the virtual and in-person community meetings held on November 9, 2022 and December 7, 2022, in addition to advertising and linking the survey on the City of Perris website, Facebook, Twitter, and Instagram social media accounts. With COVID-19 restrictions lifted, the City was able to administer the survey at the End of Summer Splash, Veteran’s Day Parade, Harvest Festival, City of Perris Trunk or Treat, Christmas Day Parade, and Christmas Tree Lighting events, which comprised the majority of completed surveys in the past. A total of 405 survey responses were received.

Surveys by Neighborhood		Resident Type		Survey Access	
Avelina	20	Renter	38	End of Summer Splash 9/16/22	9
Classic Pacific	5	Homeowner	51	Harvest Festival 10/14/22	100
Downtown	121	Resident	266	Trunk or Treat 10/28/22	87
Enchanted Hills	23	Other	36	Veterans Day Parade 11/5/22	122
Green Valley	3	Skipped question	14	Tree Lighting 12/2/22	34
May Ranch	42	Survey Format		Christmas Day Parade 12/10/22	53
Monument Ranch	30	Online	139		
Villages of Avalon	8	Paper	266		
Other	127				
Skipped Question	26				

Public Hearings and/or Meetings

Public hearings provide a major source of citizen input on proposed programs and activities. The City will conduct two public hearings and public Council meetings in order to address housing and community development needs. Both will be held before the proposed Annual Plan is adopted.

Public Notification

All notices regarding such hearings, including the date, time and location, were published in a local newspaper of general circulation at least ten (10) days prior to the date of the public hearing.

### Evaluation/Review and Comment

Citizens were given the opportunity to review and comment on the Draft Annual Action Plan from March 10, 2023, through April 11, 2023. The city published a public notice in an English and Spanish language local newspaper informing interested persons about the Draft Annual Action Plan review/comment period (see appendices for a copy of the public notice).

Access to Information/Availability to the Public - As required by Federal regulations the Action Plan was made available at the City of Perris Housing Authority.

### **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public comments will be inserted here after comment period.

### **November 9, 2022, Stakeholder Meeting**

- Department of Rehabilitation - Proposed a program inspired by an existing program in LA – IPS along with rapid engagement to help individuals with mental health and disabilities. Would suggest a wraparound service, helps homeless individuals get a job quickly. Would like to help transitional age groups. A different agency can help with the mental health component (a psychiatrist) and D.O.R can help with the job aspect of the program.

### **November 9, 2022, Community Outreach Meeting**

- More programming for young adults 18-25. Things to do so that we don't have to go to other cities.
- Job training and job placement. jobs to be able to work in Perris and not have to commute.
- Programs to fix up your home.
- Better transportation options. Bus schedule hours are not the best and stops are far apart or there are no stops in some places.
- Affordable housing is important. Rent is not affordable. Need more homes and apartments.
- More sit down dining options. We have to go to other cities to eat at a nice restaurant. We have too many fast food places.
- Help the homeless.
- Amusement options for kids and families.

### **December 7, 2022, Stakeholder Outreach Meeting**

- Habitat for Humanity provided the following feedback:

The agency has provided a lot of roofing repairs and HVAC systems repairs through their minor home repair program. They have seen a need for homebuyer assistance and are launching a program that will provide homebuyer assistance and a pathway to homeownership in six months. They've had some virtual homebuyer education workshops which had great attendance. They also provided a financial wellness workshop with 60 participants.

- Voices for Children indicated their client needs included affordable housing, financial wellness education, guidance on applying for social service assistance programs, affordable mental health services, a big need for domestic violence services and parenting classes.

**December 7, 2022, Community Outreach Meeting**

No community members attended.

**April 11, 2023, Public Hearing**

Insert comments here

**Comments Received During 30-Day Comment Period**

Insert comments here

**6. Summary of comments or views not accepted and the reasons for not accepting them**

All comments were accepted.

**7. Summary**

In conclusion, the Citizen Participation component of the Consolidated Plan requires major outreach to citizens and other stakeholders. The City of Perris made every effort to reach the greatest number of people possible to solicit input on community development and housing needs. All public comments received will be incorporated into the Action Plan.



**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	PERRIS	
CDBG Administrator	Sara Cortés de Pavón	Perris Housing Authority
HOPWA Administrator	N/A	
HOME Administrator	Rebecca Rivera	Perris Housing Authority
HOPWA-C Administrator	N/A	

Table 1 – Responsible Agencies

**Narrative (optional)**

A completed Annual Action Plan describes the lead agency responsible for overseeing the development and implementation of the plan. It also includes a summary of the citizen participation process, public comments, and efforts made to broaden public participation in preparing the plan. The Perris Housing Authority along with the Lead Agency, the City of Perris, administers the City’s CDBG programs.

**Consolidated Plan Public Contact Information**

For matters concerning the City of Perris’ CDBG programs, please contact:

Sara Cortes de Pavon, Principal Management Analyst  
 101 North D. Street  
 Perris, CA, 92570  
 (951) 943-5003  
 Scortes-depavon@cityofperris.org

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

Development of the City of Perris' FY 2023-2024 Annual Action Plan is a result of consultation with a wide spectrum of public and private agencies. The city conducted outreach to consult and coordinate with nonprofit agencies, affordable housing providers, and government agencies to determine community needs and gaps in resources. A public notice was published informing Citizens, Community-Based Organizations, City Departments and the business community of the Annual Action Plan Development process and requirements for submitting project proposals and requesting comments on community needs. A Community Needs Survey was also distributed to residents to receive community input. The city also held public hearings for input on community development and housing needs from residents and stakeholders.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

In order to perform outreach to various agencies and organizations, the city compiled an outreach list consisting of agencies, including:

- Nonprofit service providers that cater to the needs of low- and moderate-income households and persons with special needs, including persons with disabilities;
- Affordable housing providers;
- Housing advocates;
- Housing professionals;
- Public agencies;
- Economic development and employment organizations; and
- Community and neighborhood groups.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The City of Perris is within the County of Riverside Continuum of Care (CoC). The County of Riverside Continuum of Care (COC) is the lead agency. The city attends regular Continuum of Care meetings and Board of Governance meetings that are conducted by the COC. The meetings are specifically designed to link communities and coordinate the efforts addressing the needs of homeless persons and those at-risk of homelessness.

The Continuum of Care Strategy was consulted to provide information on homelessness and resources available. Agencies that provide housing and supportive services for the homeless and those at risk of becoming homeless were invited to attend the Stakeholder Meeting and Community Meeting. These include The Fair Housing Council of Riverside County, City Net, and Family Service Association.

The city participated in the 2013, 2015 thru 2019, 2022, and 2023 Homeless Point in Time (PIT) Counts to conduct complete counts of every census track within the City boundaries for Homeless Counts. Data from the count was provided to the County of Riverside Continuum of Care. Due to the COVID-19 pandemic and to ensure staff and volunteer safety, the City of Perris did not conduct a PIT Count for 2020 and relied on the observational count that Riverside County conducted.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Not applicable. The City's HUD allocation for entitlement grants currently does not include ESG funds.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024 DRAFT

Table 2 – Agencies, groups, organizations who participated

1	<p><b>Agency/Group/Organization</b></p> <p><b>Agency/Group/Organization Type</b></p> <p><b>What section of the Plan was addressed by Consultation?</b></p> <p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p><b>FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC.,</b></p> <p>Housing</p> <p>Public Housing Needs Non-Homeless Special Needs</p> <p>The agency was consulted through workshops, meetings and survey. The anticipated outcome of the consultation is to garner feedback on community needs and create partnerships with agencies to meet those needs. Agency attended the application workshop on November 10, 2022.</p>
2	<p><b>Agency/Group/Organization</b></p> <p><b>Agency/Group/Organization Type</b></p> <p><b>What section of the Plan was addressed by Consultation?</b></p> <p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p><b>FAMILY SERVICE ASSOCIATION</b></p> <p>Services-Elderly Persons</p> <p>Non-Homeless Special Needs</p> <p>The agency was consulted through workshops, meetings and survey. The anticipated outcome of the consultation is to garner feedback on needs for elderly persons in the community. Agency attended the application workshop on December 13, 2022.</p>
3	<p><b>Agency/Group/Organization</b></p> <p><b>Agency/Group/Organization Type</b></p>	<p><b>LIFE LIFTERS INTERNATIONAL</b></p> <p>Services-Children Services-Elderly Persons Services-Education Services-Employment</p>

Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024 DRAFT

<p><b>What section of the Plan was addressed by Consultation?</b></p>	<p><b>Non-Homeless Special Needs</b></p>
<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>The agency was consulted through workshops, meetings and survey. The anticipated outcome of the consultation is to garner feedback on community needs and create partnerships with agencies to meet those needs. Agency attended the stakeholder meeting and application workshop on December 1, 2022.</p>
<p>4</p>	<p><b>BOYS AND GIRLS CLUB OF MENIFEE VALLEY</b></p>
<p><b>Agency/Group/Organization Type</b></p>	<p>Services-Children</p>
<p><b>What section of the Plan was addressed by Consultation?</b></p>	<p><b>Non-Homeless Special Needs</b></p>
<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>The agency was consulted through workshops, meetings, and survey. The anticipated outcome of the consultation is to garner feedback on needs for children in the community. Agency attended the application workshop on November 10, 2022.</p>
<p>5</p>	<p><b>GRID ALTERNATIVES</b></p>
<p><b>Agency/Group/Organization Type</b></p>	<p>Services-Housing Solar</p>
<p><b>What section of the Plan was addressed by Consultation?</b></p>	<p><b>Non-Homeless Special Needs</b></p>
<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>The agency was consulted through workshops, meetings, and survey. The anticipated outcome of the consultation is to garner feedback on the housing/solar needs for low-income persons in the community.</p>

Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024 DRAFT

6	<p><b>Agency/Group/Organization</b></p> <p><b>Agency/Group/Organization Type</b></p> <p><b>What section of the Plan was addressed by Consultation?</b></p> <p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p><b>VOICES FOR CHILDREN</b></p> <p>Services- Children</p> <p>Non-Homeless Special Needs</p> <p>The agency was consulted through workshops, meetings and survey. The anticipated outcome of the consultation is to garner feedback on the foster youth needs in the community. Agency attended the stakeholder workshop on December 7, 2022, and the application workshop on November 10, 2022.</p>
7	<p><b>Agency/Group/Organization</b></p> <p><b>Agency/Group/Organization Type</b></p> <p><b>What section of the Plan was addressed by Consultation?</b></p> <p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p><b>LOVE 4 LIFE ASSOCIATION</b></p> <p>Services-Children</p> <p>Non-Homeless Special Needs</p> <p>The agency was consulted through workshops, meetings and survey. The anticipated outcome of the consultation is to garner feedback on needs for youth and children in the community. Agency attended the application workshop on December 13, 2022.</p>
8	<p><b>Agency/Group/Organization</b></p> <p><b>Agency/Group/Organization Type</b></p> <p><b>What section of the Plan was addressed by Consultation?</b></p>	<p><b>HABITAT FOR HUMANITY INLAND VALLEY</b></p> <p>Services - Housing</p> <p>Non-Homeless Special Needs</p>

	<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>The agency was consulted through workshops, meetings, and survey. The anticipated outcome of the consultation is to garner feedback on community needs and create partnerships with agencies to meet those needs. Agency attended the stakeholder meeting on December 7, 2022, and the application workshop on November 10, 2022.</p>
9	<p><b>Agency/Group/Organization</b></p>	<p>CITY OF PERRIS INFORMATION TECHNOLOGY DEPT.</p>
	<p><b>Agency/Group/Organization Type</b></p>	<p>Services- Broadband</p>
	<p><b>What section of the Plan was addressed by Consultation?</b></p>	<p>Non-Homeless Special Needs</p>
	<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>The agency was consulted through workshops, meetings and survey. The anticipated outcome of the consultation is to garner feedback on broadband service and accessibility for the community.</p>

**Identify any Agency Types not consulted and provide rationale for not consulting**

The city strived to conduct a comprehensive outreach program. The city utilized a variety of outreach methods to solicit participation from a wide range of agencies and organizations involved in providing housing and community development services. No specific types of relevant agencies were excluded from the process.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	County of Riverside	Through the outreach process, the City has identified homelessness and homelessness prevention services as a priority for the CDBG program. These services will complement the Continuum of Care Strategy. The COC homeless services goals and initiatives coincide with the City Consolidated Plan and Annual Action Plan goals.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

No additional narrative.

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The following is a summary of the Citizen Participation Plan Process for the development of the Annual Action Plan:

**Annual Action Plan Development-** Citizens were invited to provide input into development of the Annual Action Plan, including identification of priority needs and setting goals and objectives, through one of more of the following mechanisms: community/stakeholder meetings, community needs survey, requests for funding proposals (RFPs), public comment period and public hearing process.

**Community Needs Survey-** A Community Needs Survey was made available to Perris residents to solicit community input. The survey was placed on the City’s website for online completion and advertised on all City of Perris social media platforms, including Facebook, Twitter, and Instagram. The City was able to administer the survey at the End of Summer Splash, Veteran’s Day Parade, Harvest Festival, City of Perris Trunk or Treat, Christmas Day Parade, and Christmas Tree Lighting event, which comprised the majority of completed surveys in the past. A total of 405 survey responses were received.

**Public Hearings and/or Meetings-** Public hearings provide a major source of citizen input on proposed programs and activities. The City will conduct two public hearings in order to address housing and community development needs on April 11, 2023 and (tentatively) on May 30, 2023. Public hearings will be held before the proposed Annual Plan is adopted.

**Public Notification-** All notices regarding such hearings, including the date, time, and location, were published in an English and Spanish language local newspaper of general circulation at least ten (10) days prior to the date of public hearing.

**Evaluation/Review and Comment-** Citizens were given the opportunity to review and comment on the Draft One-Year Action Plan from March 10, 2023, through April 11, 2023. The city published a public notice in an English and Spanish language local newspaper informing interested persons about the Annual Action Plan review/comment period.

**Access to Information/Availability to the Public-** As required by federal regulations, the Annual Action Plan was made available at the City of Perris Housing Authority.

**Citizen Participation Outreach**

Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024 DRAFT

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Stakeholder Meeting	Community Stakeholders	A total of two (2) agencies attended the stakeholder meeting.	A summary of the comments received is included in Appendix: A	All comments were accepted	
2	Community Meeting	Minorities Non-English Speaking-Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of public and assisted housing	A total of four (4) community members attended the community meetings.	A summary of the comments received is included in Appendix: A	All comments were accepted.	

Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024 DRAFT

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Survey	<p>Minorities</p> <p>Non-English Speaking-Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of public and assisted housing</p>	<p>A total of 405 community needs surveys were received from residents.</p>	<p>A summary of comments received is included in Appendix: A.</p>	<p>All comments were accepted.</p>	

Table 4 – Citizen Participation Outreach

**Expected Resources**

**AP-15 Expected Resources – 91.220(c)(1,2)**

**Introduction**

This Annual Action Plan for FY 2023-2024 (July 1, 2023-June 30, 2024) is the fifth year of the implementation for the five-year Consolidated Plan (2019-2024). Several housing and community development resources are currently available to the City of Perris,

and are indicated below:

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$		
CDBG	Public-Federal	Acquisition Admin and Planning Econ. Development Housing Public Improvements Public Services	TBD	0	TBD at close of current FY	TBD	Admin and Planning Econ. Development Housing Public Improvements Public Services
ARPA	Public-Federal	Econ. Development, Public Improvements, Public Services	\$11 mil	0	\$11 mil	\$22 mil	Econ. Development Public Improvements Public Services

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City and HUD share an interest in leveraging resources to the maximum extent feasible in order to deliver high-quality, creative and efficient housing programs, neighborhood improvement programs, supportive services and economic development programs. The city will continue to pursue opportunities to obtain additional funding which can help leverage internal resources with other federal,

Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024 DRAFT

state and local funding sources. The following represents descriptions of the Federal and State resources available during FY 2023-2024:

Community Development Block Grant (CDBG)-CDBG funds are awarded to cities on a formula basis to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities to low-moderate income persons.

American Rescue Plan Act (ARPA)-ARPA funds were awarded to assist the city respond to the COVID-19 public health emergency or its negative economic impacts. Approved uses of ARPA funds include public health, revenue loss recovery, water/sewer and broadband infrastructure. Within those approved uses, the City of Perris' awarded funds are being used for public services, administrative costs, economic development programs, infrastructure projects, and enhancement of public facilities.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Not applicable.

**Discussion**

See discussion above.

**Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024 DRAFT**

## **Annual Goals and Objectives**

### **AP-20 Annual Goals and Objectives**

**Goals Summary Information**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Suitable Living Environment	2023	2024	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG-eligible Areas	Rehabilitate and Preserve Homeownership Affirmatively Furthering Fair Housing Improve Access to Homeless Services Provide Community and Supportive Services Provide Infrastructure Improvements Provide Public Facility Improvements Planning and Administration	CDBG:	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 17,730 Persons Assisted  Public service activities other than Low/Moderate Income Housing Benefit: 1,750 Persons Assisted  Homeowner Housing Rehabilitated: 10 Household Housing Unit  Direct Financial Assistance to Homebuyers: 4 Households Assisted  Businesses assisted: 30 Businesses Assisted

Table 6 – Goals Summary

**Goal Descriptions**

Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024 DRAFT

<b>1</b>	<b>Goal Name</b>	Suitable Living Environment
	<b>Goal Description</b>	<p>Promote Fair Housing through Fair Housing services including tenant/landlord mediation services and anti-discrimination;</p> <p>Preserve affordable housing through minor home repair;</p> <p>Provide social public services, including but not limited to recreational, educational and health services;</p> <p>Improvements to public infrastructure and facilities such as sewer project, sidewalk projects, and</p> <p>Provide planning and administration of the CDBG program.</p>

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

This Action Plan outlines the steps that the City of Perris will use to address housing and community development needs in the city. The plan includes a listing of activities that the city will undertake during FY 2023-2024 (July 1, 2023 through June 30, 2024) using CDBG funds. The following represents a summary of the projects/activities to be undertaken during FY 2023-2024 utilizing CDBG.

#### Projects

#	Project Name
1	2023 Planning and Administration
2	2023 Court Appointed Special Advocate
3	2023 Fair Housing Services
4	2023 Unbreakable Project
5	2023 More than a Meal
6	2023 Before & After School Program
7	2023 Homebuyer Assistance Program
8	2023 GEAR Bike Lane Expansion III
9	2023 “A” St. Corridor Sidewalk Improvements

**Table 7 - Project Information**

#### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

Approximately thirty-eight percent (38%) of CDBG funds will be targeted to construction projects that are within target areas/CDBG-eligible areas such as the “A” St. Corridor Sidewalk Improvements and GEAR Bike Lane Expansion III. The remaining funds will benefit low-income residents city-wide. One hundred percent (100%) of CDBG funds will be dedicated to projects that will benefit low-moderate income residents citywide. One of the greatest challenges in meeting the underserved needs of low- and moderate-income households is having limited financial resources. The city will continue to use CDBG funding to support public service agencies that address the special needs of the underserved, including those at risk of homelessness, seniors, youths, and low-income families. The city also proactively seeks additional resources to better meet the underserved needs.

**AP-38 Project Summary**  
**Project Summary Information**

<b>1</b>	<b>Project Name</b>	2023 Planning & Administration
	<b>Target Area</b>	CDBG-eligible Areas
	<b>Goals Supported</b>	Suitable Living Environment
	<b>Needs Addressed</b>	Planning and Administration
	<b>Funding</b>	\$176,825
	<b>Description</b>	Provide general CDBG program oversight and management.
	<b>Target Date</b>	6/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The CDBG Program will be administered from Perris City Hall and will support the CDBG Program citywide.
	<b>Location Description</b>	Citywide- City of Perris
	<b>Planned Activities</b>	CDBG Program management and oversight.
<b>2</b>	<b>Project Name</b>	2023 Fair Housing Services
	<b>Target Area</b>	CDBG-eligible Areas
	<b>Goals Supported</b>	Suitable Living Environment
	<b>Needs Addressed</b>	Affirmatively Furthering Fair Housing Provide Community and Supportive Services
	<b>Funding</b>	\$32,500

Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024 DRAFT

<b>Description</b>	Provide fair housing services.
<b>Target Date</b>	6/30/2024
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	An estimated 1,500 persons may be assisted.
<b>Location Description</b>	3933 Mission Inn Ave., Riverside, CA 92501 Monday-Friday 8 am – 5 pm 23890 Alessandro Blvd. Moreno Valley, CA 92553 Mon. - Fri. 8 am to 5 pm 100 N. D St. Perris, CA 92570 First Tuesday of March, June, September, and December 1 pm to 5 pm
<b>Planned Activities</b>	Provide fair housing services which include counseling, tenant/landlord mediation and anti-discrimination services.
<b>Project Name</b>	2023 Boys & Girls Club: Before & After School Program
<b>Target Area</b>	CDBG-eligible Areas
<b>Goals Supported</b>	Suitable Living Environment
<b>Needs Addressed</b>	Provide Community and Supportive Services
<b>Funding</b>	\$15,000
<b>Description</b>	This program will provide financial assistance to youth to pay for discounted programming.
<b>Target Date</b>	6/30/2024
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 50 low-moderate income children will benefit from this program.
<b>Location Description</b>	904 South D. Street, Perris, CA 92570

3

Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024 DRAFT

	<b>Planned Activities</b>	This program will provide financial assistance to youth to pay for discounted programming.
<b>4</b>	<b>Project Name</b>	2023 Unbreakable Project
	<b>Target Area</b>	CDBG-eligible Areas
	<b>Goals Supported</b>	Suitable Living Environment
	<b>Needs Addressed</b>	Provide Community and Supportive Services
	<b>Funding</b>	\$26,492
	<b>Description</b>	Provide after school activities on bullying and suicide prevention, self-esteem, spreading kindness, giving resources, creating friendships and more. Provide parent component to educate them on identifying signs and provide resources.
	<b>Target Date</b>	6/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 45 low-moderate income youth and parents will benefit from this program.
	<b>Location Description</b>	100 North D. Street, Perris, CA 92570
	<b>Planned Activities</b>	Provide after school activities on bullying and suicide prevention, self-esteem, spreading kindness, giving resources, creating friendships and more. And parent education component and resources.
<b>5</b>	<b>Project Name</b>	2023 More Than a Meal
	<b>Target Area</b>	CDBG-eligible Areas
	<b>Goals Supported</b>	Suitable Living Environment
	<b>Needs Addressed</b>	Provide Community and Supportive Services
	<b>Funding</b>	\$20,000

Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024 DRAFT

<b>Description</b>	This program will provide nutritious meals to senior citizens, ages 62 and over, at the City of Perris Senior Center.
<b>Target Date</b>	6/30/2024
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 112 senior citizens, ages 62 and over, will benefit from this program.
<b>Location Description</b>	100 North D. Street, Perris, CA 92570
<b>Planned Activities</b>	Provide nutritious meals to senior citizens, 62 years of age and older, in a group setting at the City of Perris Senior Center. A registered dietician regulates nutrient value of each meal that will be served. The meals are provided in a setting to help encourage socialization among seniors to support their physical, social, spiritual, emotional, mental and economic well-being.
<b>6 Project Name</b>	2023 Court Appointed Special Advocate
<b>Target Area</b>	CDBG-eligible Areas
<b>Goals Supported</b>	Suitable Living Environment
<b>Needs Addressed</b>	Provide Community and Supportive Services
<b>Funding</b>	\$16,000
<b>Description</b>	Provide a court appointed special advocate to 5 foster youth who will advocate on their behalf in court, at school, and in the community.
<b>Target Date</b>	6/30/2024
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 8 low-moderate income individuals will benefit from this program.
<b>Location Description</b>	11870 Pierce Street, Riverside, CA 92505

Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024 DRAFT

7	<b>Planned Activities</b>	Advocates for foster youth.
	<b>Project Name</b>	2023 GEAR Bike Lane Expansion III
	<b>Target Area</b>	CDBG-eligible Areas
	<b>Goals Supported</b>	Suitable Living Environment
	<b>Needs Addressed</b>	Provide Infrastructure Improvements
	<b>Funding</b>	\$210,200
	<b>Description</b>	Install 4.8 miles of Class IIIB and Class III bike lanes on selected CDBG target areas.
	<b>Target Date</b>	6/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 9,515 low-moderate income persons will benefit from this program.
	<b>Location Description</b>	227 North D. Street, Perris, CA 92570
	<b>Planned Activities</b>	Installation of bike lanes.
8	<b>Project Name</b>	2023 "A" St. Corridor Sidewalk Improvements
	<b>Target Area</b>	CDBG-eligible Areas
	<b>Goals Supported</b>	Suitable Living Environment
	<b>Needs Addressed</b>	Provide Infrastructure Improvements
	<b>Funding</b>	\$124,482
	<b>Description</b>	Construction of new sidewalk, curb, gutter, and ADA ramps.
	<b>Target Date</b>	6/30/2024

Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024 DRAFT

<p><b>Estimate the number and type of families that will benefit from the proposed activities</b></p>	<p>Approximately 8,215 low-to-moderate income persons will benefit from this program.</p>
<p><b>Location Description</b></p>	<p>24 South D. Street, Perris, CA 92570</p>
<p><b>Planned Activities</b></p>	<p>Construction of new sidewalk, curb gutter, and ADA ramps.</p>
<p><b>Project Name</b></p>	<p>2023 Homebuyer Assistance Program</p>
<p><b>Target Area</b></p>	<p>CDBG-eligible Areas</p>
<p><b>Goals Supported</b></p>	<p>Suitable Living Environment</p>
<p><b>Needs Addressed</b></p>	<p>Housing</p>
<p><b>Funding</b></p>	<p>\$240,000</p>
<p><b>Description</b></p>	<p>Provide principle reduction and closing costs assistance to qualified low-moderate households as they secure permanent affordable homeownership.</p>
<p><b>Target Date</b></p>	<p>6/30/2024</p>
<p><b>Estimate the number and type of families that will benefit from the proposed activities</b></p>	<p>Approximately 4 low-moderate income households will benefit from this program.</p>
<p><b>Location Description</b></p>	<p>27475 Ynez Road #390 Temecula, CA 92590</p>
<p><b>Planned Activities</b></p>	<p>Homebuyer Assistance</p>

9

**AP-50 Geographic Distribution – 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

100% of the funds are allocated to projects that meet the low-moderate income clientele, low-moderate housing, or low-moderate area national objective. A summary of the proposed projects indicates that thirty-eight percent (38%) of the funding will be distributed to projects in low-moderate areas, while the other sixty-two percent (62%) will be distributed to projects based on low-moderate clientele.

**Geographic Distribution**

Target Area	Percentage of Funds
CDBG-eligible Areas	100

Table 8 - Geographic Distribution

**Rationale for the priorities for allocating investments geographically**

The priority needs identified in the City’s FY 2023-2024 Annual Action Plan are in line with the City’s FY 2019-2024 Consolidated Plan and form the basis for allocation investments geographically within the jurisdiction during FY 2023. The established priorities are:

**High Priority**

- Rehabilitate and Preserve Homeownership
- Affirmatively Furthering Fair Housing
- Provide Community and Supportive Services for the Elderly, Youth, Veterans and Special Needs Population
- Provide Infrastructure Improvements in Eligible Areas
- Provide Public Facility Improvements in Eligible Areas
- Planning and Administration

**Low Priority**

- Expand Affordable Housing
- Improve Access to Homeless Services Through Street Outreach
- Create Economic Development Opportunities

**Discussion**

The Priority Level is relevant only for the use of CDBG funds. A Low Priority need does not necessarily mean the City will not address that need with other funding mechanisms or activities. The City will use CDBG funds to fund activities that address High Priority needs. As funding

permits during the Consolidated Plan period, the City may also pursue activities that address the Low Priority Needs.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	10
Non-Homeless	10
Special-Needs	0
Total	20

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	10
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	20

Table 10 - One Year Goals for Affordable Housing by Support Type

#### Discussion

No further discussion.

**AP-60 Public Housing – 91.220(h)**

**Introduction**

There is no public housing in the City of Perris.

**Actions planned during the next year to address the needs to public housing**

Not applicable- The City does not have public housing.

**Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Not applicable- The City does not have public housing.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Not applicable- The City does not have public housing.

**Discussion**

No further discussion.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The needs of homeless and chronic homeless persons range from outreach, case management and referral services to transportation and rental assistance among the many essential services needed to assist with permanent shelter. The City of Perris is a part of Riverside County's Continuum of Care for the homeless. The Continuum of Care is the region's plan for supporting and providing needs and services for homeless individuals and families in Riverside County. The City supports all agencies that address homelessness in the community.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Perris is currently partnering with City Net for mobile homeless street outreach services to homeless persons. This includes case management, counseling and outreach to the homeless to encourage and recommend shelter facilities to those in need. Other outreach and assessment are provided through several of churches. The City of Perris is a participant in Riverside County's Continuum of Care for the homeless. The Riverside County Homeless Program Unit's primary purpose is to develop and maintain an effective county-wide Continuum of Care, which is the region's plan on organizing, delivering supportive social services, and providing outreach and assessment that meet the specific needs of homeless individuals and families. The goal of the Continuum of Care is to support homeless individuals move toward stable housing and maximum self-sufficiency.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City will continue to participate in the County of Riverside's Continuum of Care and support non-profit agencies who address homeless and other special needs populations. Agencies that undertake activities to address homeless prevention, emergency shelter, transitional housing and supportive housing include, but not limited to, Lutheran Social and Welfare Services, U.S. Veterans Initiative and Riverside County Department of Social Services.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and**

**families who were recently homeless from becoming homeless again**

Chronically homeless individuals are those who have lived in a place not meant for human habitation for a year, or for three or more times within four years. Additionally, chronically homeless individuals have the barrier of living with a disability. These combined factors often lead to isolation and a survival mentality. Moving people from chronic homelessness to living in and maintaining permanent housing requires multi-level efforts.

The City's partnering agencies address reducing homelessness through outreach efforts to persons in need, assessments for medical and essential service needs, options for permanent housing and other needs. The City's partnership with City Net provides:

Supportive services include providing access to and assistance obtaining: Medicaid/Medi-Cal, Women, Infants, and Children (WIC), Food stamps/Cal-Fresh/EBT, Federal-State Unemployment Insurance Program, Social Security Disability Insurance (SSDI), Supplemental Security Income (SSI), General Relief (GR), Other mainstream resources such as housing, health, social services, employment, education services and youth programs that an individual or family may be eligible to receive.

**Street Outreach**

Street outreach is service delivery for the specific purpose of reaching out to unsheltered homeless neighbors; connecting them with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care. These activities are intended to help homeless neighbors to begin the process of obtaining appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living.

**Engagement Services**

Engagement Services are activities to locate, identify, and build relationships with unsheltered homeless people to offer immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and other housing programs. Specific activities include:

- Conducting an initial assessment of client needs and eligibility
- Providing informal crisis counseling
- Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries
- Actively connecting and providing information and referrals to needed services

**Case Management**

Case management activities to assess housing and service needs and arrange, coordinate and/or monitor the delivery of individualized services. Specific activities include:

**Assessment and intake using HMIS**

- Conducting initial evaluations including, verifying and documenting eligibility counseling

- Developing/securing/coordinating services
- Helping obtain Federal, State, and local benefits
- Monitoring and evaluating program participant progress in particular programs
- Providing information and referrals to other providers
- Developing an individualized housing stabilization plan that leads to the attainment of stable permanent housing

#### Emergency Health

City Net will refer homeless neighbors to emergency health services to the extent that other customary emergency health services and treatments are unavailable or inaccessible to the homeless neighbor. An example of emergency health services to which City Net will refer homeless neighbors is outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g. streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility. City Net may assist healthcare professionals in the case management aspects of the following activities:

- Assessing health problems and developing treatment plans
- Assistance in understanding health needs
- Providing directly or assisting to obtain appropriate emergency medical treatment
- Providing medication and follow-up services

#### Emergency Mental Health

City Net will refer homeless neighbors to emergency mental health services to the extent that other customary emergency mental health services and treatments are unavailable or inaccessible to the homeless neighbor. An example of emergency health services to which City Net will refer homeless neighbors is outpatient treatment of urgent mental health conditions by licensed professionals in community-based settings (e.g. streets, parks, and campgrounds) to those eligible participants unable or unwilling to access emergency shelter or an appropriate mental health care facility. City Net may assist mental healthcare professionals in the case management aspects of the following activities:

- Crisis intervention
- Prescription of psychotropic medications
- Explanation about the use and management of medications
- Combinations of therapeutic approaches to address multiple problems

#### Transportation

Occasionally, City Net may engage in transportation activities, including:

- Transporting unsheltered people to emergency shelters, emergency health, emergency mental health, or other service facilities
- Provision of public transportation for participants

- Transportation costs (bus tickets, gas, minor car repairs, etc.) to assist homeless neighbors to relocate out of the region, provided they have permanent housing there.
- Assisting program participants to use public transportation

#### Services for Special Populations

Services for special populations are essential services that have been tailored to address the special needs of homeless youths, victims of domestic violence, dating violence, sexual assault, or stalking, including connections to services offered by rape crisis centers, domestic violence shelters, and other organizations that serve persons who meet the HUD homeless definition and have special needs.

#### Food and Emergency Services

Food and other emergency services will be given to clients primarily as they first move into housing and for emergency circumstances. During the duration of their tenancy, clients will be connected to food banks and service agencies in the community as their primary resource for emergency needs.

#### Point In Time Count

Besides being the primary contractor with the County of Orange to conduct its Point In Time Count for both 2019 and 2022, we also had staff participate, support, and coordinate with the County of Riverside and the County of Santa Barbara in their own Point In Time Counts. We have a deep knowledge of, understanding, and experience of the administration, mapping process, and coordination it takes across multiple agencies and the community at large to pull off a successful and timely Point In Time Count, and it is something we are completely comfortable in participating in for the City of Perris as well.

#### HMIS

All clients in this proposed project will be entered into/screened through the local Homeless Management Information System (HMIS) and, as appropriate for prospective candidates, the Coordinated Entry System (CES). City Net staff are trained in these systems, and our written policies and procedures state their work must be coordinated through these systems.

In addition to assuring that resources flow to the most vulnerable homeless individuals (through CES), these systems also provide a safeguard against duplication of services because we can see in HMIS what other services and benefits the client is receiving, as well as the agency who may be providing these services. Our case managers and housing navigators are trained to reach out to their counterparts at these other agencies to confirm provision of services, to case conference, and to clarify any questions around potential duplication.

City Net is accountable to our HMIS Data-Sharing partners, to the Riverside County Continuum of Care, and to the Department of Housing and Urban Development (HUD) to maintain the privacy and security of the personal information collected about clients. Aside from these legal and funding-related obligations, City Net also has an ethical responsibility to clients to not share their personal data in ways to which they have not

agreed. To ensure our commitment to excellent data collection, privacy and security, analysis and reporting practices, we do not authorize external agencies to complete these functions on behalf of the agency except in very limited circumstances and only with prior written approval and City Net's full participation.

#### Permanent Housing/CES

Case managers link clients to the Coordinated Entry System (CES) to provide ongoing engagement, document collection, and case management services to facilitate a match to an appropriate permanent housing resource. Case managers also provide services in the context of CES, which is voluntary and client-centered, with the goal of identifying strengths and client-directed goals, while promoting health, recognition, and well-being with a focus on linking the client to a permanent housing resource and providing the necessary services needed to promote housing stability.

#### Coordinated Entry System Integration

City Net will include in its staffing plan designated staff to conduct Diversion screening and prevent those with other resources from entering the homeless shelter system. Additional staff will be trained to complete on-site VI-SPDAT assessments. Case managers will also assist clients in obtaining the necessary documentation to move forward in their housing connection process, once matched to permanent housing opportunities by the Coordinated Entry System.

City Net Case Managers are oriented to and trained in resources, homeless services, and organizations for collaboration and referral. They are highly trained to connect clients to shelter and housing resources, including in case managing clients from the streets into permanent supportive housing through CES. Staff representatives attend the local Continuum of Care meetings-- Homeless Provider Forums, Case Management Forums, Implementation Committees and the like. Resource lists are updated regularly and kept on-site. Protocols for offering and accepting referrals from other agencies are reviewed by staff, updated, shared and kept in a manual in the City Net offices.

City Net will refer homeless neighbors to emergency health and/or emergency mental health services to the extent that other customary emergency health services and treatments are unavailable or inaccessible to the homeless neighbor. A referral example is outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g., streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing,**

**health, social services, employment, education, or youth needs.**

The City will continue to participate in the County of Riverside’s Continuum of Care and support non-profit agencies who address homeless and other special needs of the homeless and those at risk of becoming homeless.

Many local non-profit faith-based organizations and those partnering with the Riverside County Continuum of care provide essential services such as: food, clothing, infant supplies, and utility assistance to extremely low, low- and moderate-income families and individuals. The City of Perris also has a Family Resource Center which offers basic needs, shelter, utility assistance, childcare, health, and rental housing assistance.

**Discussion**

No further discussion.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

One of the largest barriers to affordable housing in the City is the lack of affordable units. While all segments of the low- and moderate-income population need more affordable housing, the greatest need is affordable units for families. The availability of funding for affordable housing has also been severely affected by the dissolution of Redevelopment in the State of California. Different types of housing funds such as Low-Income Housing Tax Credits, HOME, CalHOME and the Multifamily Housing Program are not sufficient to finance an affordable housing project alone.

Barriers to affordable housing include:

1. The reluctance of builders to invest in affordable housing projects.
2. The lack of sufficient financial resources for development of affordable units.
3. The overall relatively slow growth of income versus the rapid increase in population growth and relative increase in housing prices.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Keeping housing affordable by providing owner-occupied minor repair services is an effective way to reduce barriers to affordable housing. The Senior Minor Home Repair Program will target low-income senior households and provide repairs to their homes including condominiums, mobile homes and single-family homes, preserving the affordable housing stock.

### **Discussion:**

No further discussion.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

The following proposed actions will be undertaken to address the areas indicated below:

### **Actions planned to address obstacles to meeting underserved needs**

One of the greatest challenges in meeting the underserved needs of low- and moderate-income persons is having limited financial resources. The City will continue to use CDBG funding to support public service agencies that address the special needs of the underserved, including those at risk of homelessness, youths, seniors, and low-income families. Such programs include homeownership assistance, housing rehabilitation, rental assistance, health and public services, and fair housing services. The City also proactively seeks additional resources to better meet the underserved needs.

### **Actions planned to foster and maintain affordable housing**

The City will contribute to the preservation of the existing affordable housing stock through the Minor Home Repair Program. In FY 2023 rolled over CDBG funds from FY20, 21, and 22 will be used to assist homeowners address minor repairs to the interior and exterior of their homes.

### **Actions planned to reduce lead-based paint hazards**

The city continues to work to reduce lead-based paint (LBP) hazards to comply with 24 CFR Part 35. While the number of units considered to contain lead-based paint is relatively low, the City will address the problem of LBP hazard with inspections and risk assessments in conjunction with all housing programs.

### **Actions planned to reduce the number of poverty-level families**

While the City has no control over the majority of the factors affecting poverty, it may be able to assist those living below the poverty line. The City supports other governmental, private and non-profit agencies involved in providing services to low- and moderate-income residents and coordinates efforts with these groups where possible to allow for more efficient delivery of services.

During FY 2023-2024, the City will continue to implement its strategy to help impoverished families achieve economic independence and self-sufficiency. The City will allocate 15 percent of CDBG funds to public service agencies that offer supportive services in the fight against poverty.

The City will fund public service programs that assist extremely low and low-income persons.

**Actions planned to develop institutional structure**

The City has an inclusive institutional structure approach that uses a variety of organizations and departments within the City to carry out its housing, homeless, and community development plan. The City continues to streamline and to make improvements to the delivery system to best serve the community through activities and services. As the needs of low to moderate income residents change, the demand for types of services and programs will also change. This may result in future revisions to the Annual Action Plan through amendments as necessary.

**Actions planned to enhance coordination between public and private housing and social service agencies**

The City coordinates with non-profit providers, community and faith-based organizations, public institutions and City Departments in the development of the Action Plan. The City will continue to coordinate in the future to ensure quality services are being made available to low-income persons.

**Discussion:**

See discussion above.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

The following describes other program-specific requirements.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

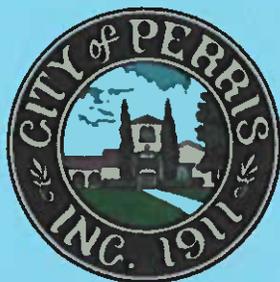
1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

#### Other CDBG Requirements

1. The amount of urgent need activities	0
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The City does not anticipate generating any program income during the FY 2023-2024 planning period.

Of the City's FY 2023-2024 CDBG allocation, 20 percent is being allocated for eligible planning and administration activities. These activities are not subject to the low- and moderate-income benefit requirements. Of the remaining 80 percent, 100 percent will be used to benefit low- and moderate-income persons.



12.A.

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** April 11, 2023

**SUBJECT:** Draft March Air Reserve Base (MARB) Compatibility Use Study

**REQUESTED ACTION:** The City Council considers and discusses the Draft March ARB Compatibility Use Study and provides feedback for the finalization of the document.

**CONTACT:** Kenneth Phung, Director of Development Services

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### **BACKGROUND:**

The Project proposal is a request to obtain Council feedback on the Draft March ARB Compatibility Use Study, commonly referred to as the March CUS Plan, that has recently been completed. One of the primary purposes of the document is to provide the framework for updating the 2014 March ARB Port Joint Land Use Study (2014 JLUS). The document preparation started with the support of the Perris City Council on November 10, 2020, adopting a Resolution in support of updating the 2014 JLUS along with making a contribution of \$5,000 toward this effort, which included participation from the five neighboring jurisdictions, with the bulk of funding provided by \$567,000 grant. Since that time, the Airport Land Use Commission (ALUC) staff has spearheaded the preparation of the MARB CUS Plan, with the participation of council members who sit on the March ARB Policy Committee (i.e., Mayor, Vargas for Perris) and city staff, which lays the groundwork for updating 2014 JLUS plan.

### **DRAFT MARCH CUS PLAN:**

The March CUS Plan is a collaborative planning effort between the local project sponsor – Riverside County – and March ARB in collaboration with surrounding communities, local and regional stakeholders, state and federal agencies, and the public. The Study intends to strengthen working relationships and encourage collaboration between military installations and identified stakeholders. This effort aims to identify, reduce, and/or prevent encroachment issues between military missions and increase development in neighboring communities. These efforts will also help improve existing relationships between the installation and nearby stakeholders and encourage routine communication and partnership for the community's health, safety, and welfare. To achieve this, the planning process culminates in a set of agreed-upon recommendations, or implementation strategies, that can be executed by the military and stakeholders to achieve the following:

- Compatible development;
- Improved communication and relationships between installations and neighboring communities, now and in the future; and

- A decision model to guide the assessment of future land use prospects.

This Study is important for preserving long-term compatibility between March ARB and the surrounding areas, where it will benefit both the base and the region by:

- Protecting the health and safety of nearby residents and workforce;
- Enhancing a cooperative spirit between March ARB and local communities that, in turn, promotes comprehensive community planning with attention to compatibility; and
- Integrating surrounding local jurisdictions' growth policies, plans, and regulations with March ARB's plans.

**DRAFT MARCH CUS FINDINGS ON CHANGES TO LANDUSE RESTRICTIONS:**

The Draft March CUS Plan conclusion and analysis did not result in any notable changes to the existing airport studies that guide development restrictions with the March Air Reserve Base zones. The land-use restrictions remain primarily the same. The only difference is recommending consistency with the 2018 Air Installation Compatibility Use Zone Plan (2018 AICUZ PLAN) and 2014 March Reserve Base/Inland Port Airport Land Use Compatibility Plan (2014 ALUP) so that the density restrictions for the Accident Potential Zone (APZ) 1 are at 25 people per acre and APZ II is at 50 people per acre.

**RECOMMENDATION:**

A detailed presentation will be provided by the Project Director for the March CUS Plan at the Council meeting. Upon conclusion of the presentation, staff recommends that the City Council considers and discusses the Draft March ARB Compatibility Use Study and provides feedback for the finalization of the document.

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**BUDGET (or FISCAL) IMPACT:** The cost for staff preparation of this item is covered by the 2022-2023 budget, and the March CUS Plan was funded by a \$567,000 grant.

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Prepared by: Kenneth Phung, Director of Development Services  
Reviewed by:

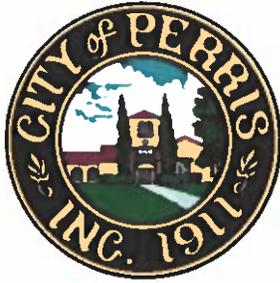
City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager ER

Attachments: 1. City Council submittal dated November 10, 2020  
(Attachments not included)  
2. Draft March ARB Compatibility Use Study  
*Due to the size of the file, the document is available online at:*  
<https://www.cityofperris.org/home/showpublisheddocument/16194>

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

# ATTACHMENT 1

City Council submittal dated  
November 10, 2020  
(Attachments not included)



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** November 10, 2020

**SUBJECT:** Resolution in support of updating the 2010 March ARB/Inland Port Joint Land Use Study.

**REQUESTED ACTION:** Approve Resolution Number (Next in order) in support of updating the 2010 March ARB/Inland Port Joint Land Use Study.

**CONTACT:** Kenneth Phung, Planning Manager

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#### **BACKGROUND:**

The proposal is a request by the Airport Land Use Commission (ALUC) requesting the City adopt a Resolution in support of updating the 2010 March ARB Port Joint Land Use Study (2010 JLUS) along with making a contribution of \$5,000 toward this effort. The update is needed as the land use provision guidance of the 2010 JLUS, which lead to the development of the 2015 March ALUP (Airport Land Use Compatibility Plan), was reliant on the Air Installation Compatibility Use Zone (AICUZ) study issued in 2005, which was recently updated and reissued in 2018. An updated JLUS should result in less stringent land-use restrictions, particularly along the southern end of the runway, as new aircraft technology used today is less noisy with improved maneuverability should result in fewer impacts.

The update to the JLUS will be spearheaded by the Riverside County Airport Land Use Commission (ALUC) staff in recognition of the technical expertise of ALUC personnel in airport compatibility planning. The other stakeholders contributing to this effort will include Riverside County, March JPA, and the cities of Moreno Valley and Riverside. As part of the JLUS update, a March ARB Policy Committee will be established, requesting input from two policy decision makers from the City. Staff is recommending in the Resolution that current council members who sit on the March Joint Powers Commission also sit on the March ARB Policy Committee due to familiarity and experience with the March Air Force Base. The cost to update the JLUS will be from a \$567,000 grant approved in June 2020 by the Department of Defense, Office of Economic Assistant, with local assistance in the amount of \$5,000 from the five participating jurisdictions. In summary, staff recommends the City Council approved Resolution Number (Next in order) in support of the update to the 2010 JLUS.

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**BUDGET (or FISCAL) IMPACT:** Cost for staff preparation of this item, along with the financial contribution towards the 2010 JLUS update, is covered by the 2020-2021 budget.

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Prepared by: Kenneth Phung, Planning Manager

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Finance Director \_\_\_\_\_

~~Attachments: 1. Resolution Number (Next in order)~~

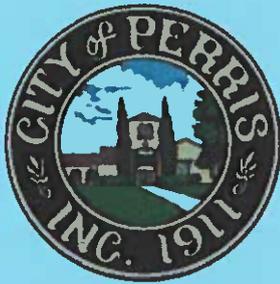
Consent: X  
Public Hearing:  
Workshop:

## ATTACHMENT 2

Draft March ARB Compatibility Use Study

Due to the size of the file, the document is  
available online at:

[https://www.cityofperris.org/home/showpublish  
eddocument/16194](https://www.cityofperris.org/home/showpublish<br/>eddocument/16194)



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 11, 2023

**SUBJECT:** CGI Communications Perris Video Tour

**REQUESTED ACTION:** Receive and File

**CONTACT:** Stephen Hale, Public Information Officer

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**BACKGROUND/DISCUSSION:** Formed in 1988, CGI Communications, Inc. is the leading provider of high-impact marketing solutions to communities and small businesses. CGI is one of Upstate New York's top growth companies, receiving multiple Top 100 Awards in the Greater Rochester Area. Staff is excited to announce a new partnership with CGI Communications, Inc. to create a series of professionally produced online videos to highlight everything our community offers residents, visitors, and business owners.

This cost-free Community Showcase Video Program is endorsed by both the National League of Cities and the U.S. Conference of Mayors. With a highly visible interface on our official website homepage ([www.cityofperris.org](http://www.cityofperris.org)), our Video Tour will allow viewers to learn more about area attractions, quality of life, economic development and so much more.

In addition to creating the videos, CGI is ensuring they are seen and available across all desktop and mobile devices, as well through traditional video media. With an easily viewable interface on the official city website, this video program will encourage viewers to learn more about area attractions, economic development opportunities, quality of life, and the businesses supporting the program. In addition, the city's official website will backlink to CGI's [www.elocallink.tv](http://www.elocallink.tv), which hosts the Video Tour.

There is never a point where our municipality will see an invoice for any services provided, even if no local businesses sign up for sponsorship. Even if zero sponsors participate, our city will still receive the program at no cost. There is no threshold or minimum sponsorship requirement.

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

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Prepared by: Stephen Hale, Public Information Officer

**REVIEWED BY:**

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

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

Deputy City Manager ER

Attachments:

Consent:

Public Hearing:

Business Item: X

Presentation:

Other: