



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

**AGENDA
JOINT MEETING OF THE CITY COUNCIL, SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY, PUBLIC FINANCE AUTHORITY,
PUBLIC UTILITY AUTHORITY, HOUSING AUTHORITY, PERRIS JOINT POWERS
AUTHORITY AND PERRIS COMMUNITY ECONOMIC DEVELOPMENT
CORPORATION OF THE CITY OF PERRIS**

Tuesday, November 28, 2023

6:30 P.M.

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

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

2. ROLL CALL:

Rogers, Nava, Corona, Rabb, Vargas

3. INVOCATION:

Pastor Robert Mejia
Living Word Perris
190 E 5th St. Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Councilmember Rogers will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. PRESENTATIONS/ANNOUNCEMENTS:

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

A. Presentation by Western Riverside Council of Governments regarding the Clean Cities Coalition.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

9. APPROVAL OF MINUTES:

A. Consideration to approve the minutes of the Regular Joint Meeting held on November 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 adopt the Second Reading of Proposed Ordinance Number 1436- approving Specific Plan Amendment (SPA) 21-05249 to rezone 14.68 acres from Commercial (C) Zone to Multi-Family Residential (MFR) Zone and to create Multi-Family Residential standards for Planning Area (PA) 22 within the May Ranch Specific Plan to facilitate the construction of a 300-unit multi-family residential development located at the southwest corner of Rider Street and Evans Road (Applicant Katie Rounds, The Kaidence Group)

The Second Reading of Proposed Ordinance Number 1436 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 21-05249 TO AMEND THE MAY RANCH SPECIFIC PLAN PLANNING AREA TO REZONE 14.68 ACRES OF COMMERCIAL (C) ZONED LAND TO MULTI-FAMILY RESIDENTIAL (MFR) ZONE AND CREATE DEVELOPMENT STANDARDS FOR PLANNING AREA 22 TO FACILITATE THE CONSTRUCTION OF A 300-UNIT MULTI-FAMILY APARTMENT COMMUNITY LOCATED AT THE SOUTHWEST CORNER OF RIDER STREET AND EVANS ROAD, BASED UPON THE FINDINGS PROVIDED HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL

- B. Consideration to adopt the Second Reading of Proposed Ordinance Number 1438 amending Chapter 3.40 (Marijuana Tax) to Title 3 (Revenue and Finance) of the Perris Municipal Code.

The Second Reading of Proposed Ordinance Number 1438 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 3.40 (MARIJUANA TAX) OF TITLE 3 (REVENUE AND FINANCE) OF THE PERRIS MUNICIPAL CODE

- C. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 22-00020 to Maintenance District No. 84-1 (Lighting). DPR 22-00020 is located on the south side of Markham Street between Webster and Patterson Avenues. (APN(s) 314-170-009 and 314-170-010); (Owner: SCG/DP Markham Assemblage)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF DPR 22-00020 INTO MAINTENANCE DISTRICT NUMBER 84-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF DPR 22-00020 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 22-00020 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 30, 2024

- D. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 22-00020 to Landscape Maintenance District No.1 (LMD 1). DPR 22-00020 is located on the south side of Markham Street between Webster and Patterson Avenues. (APN(s) 314-170-009 and 314-170-010); (Owner: SCG/DP Markham Assemblage)

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 177 DPR 22-00020 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF DPR 22-00020 TO BENEFIT ZONE 177, 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 177, 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 177, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 22-00020 TO BENEFIT ZONE 177, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 30, 2024

- E. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of DPR 22-00020 to Flood Control Maintenance District No.1 (FCMD 1). DPR 22-00020 is located on the south side of Markham Street between Webster and Patterson Avenues. (APN(s) 314-170-009 and 314-170-010); (Owner: SCG/DP Markham Assemblage)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF DPR 22-00020 TO BENEFIT ZONE 143, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 30, 2024

- F. Consideration to approve a request by KPRS Construction Services, Inc for a local street closure for roadway improvements on Nuevo Road, from A Street to 800 feet west of Delines Drive.
- G. Consideration to approve the First Amendment to Subdivision Improvement Agreement for Final Tract Map No. 37722 located within the Green Valley Specific Plan.
- H. Consideration to approve the Termination of the Contract Services Agreement for City Engineering Services and the related Supplemental Agreement for Engineering Fee Bank Account with Interwest Consulting, LLC.
- I. Consideration to approve an agreement with Storm Guard Construction to remove and replace a roof section at 227 N. D Street, Perris, CA 92570.
- J. Consideration to award a contract to C.S. Legacy Construction, Inc. for construction services of the Paragon Skate Park Project located at 264 Spectacular Bid, Perris, CA 92571.

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 22-00003 to the City's Maintenance Districts. DPR 22-00003 is located on Nance Street between Patterson Avenue and Wade Avenue. (APN (s): 314-110-008, 314-110-009, 314-110-010, 314-110-016, 314-110-017, 314-110-018, 314-110-020, 314-110-021, 314-110-022, 314-110-023, 314-110-043, 314-110-044, 314-110-045, 314-110-046, 314-110-052, 314-110-053, 314-110-058, and 314-110-059) (Owner: RG Patterson, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 22-00003 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 2023-2024

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 22-00003 TO BENEFIT ZONE 176, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2023-2024

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 22-00003 TO BENEFIT ZONE 141, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2023-2024

Introduced by: City Engineer John Pourkazemi

PUBLIC COMMENT

- B. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 22-00003 to CFD 2001-3 (North Perris Public Safety District)-Annexation No. 58. DPR 22-00003-Industrial Building, is located on Nance Street between Patterson Avenue and Wade Avenue. (APN (s): 314-110-008, 314-110-009, 314-110-010, 314-110-016, 314-110-017, 314-110-018, 314-110-020, 314-110-021, 314-110-022, 314-110-023, 314-110-043, 314-110-044, 314-110-045, 314-110-046, 314-110-052, 314-110-053, 314-110-058, and 314-110-059) (Owner: RG Patterson, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 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. 58 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 58

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. 58 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 58 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- C. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 22-00003 to CFD 2018-02 (Public Services District)-Annexation No. 20. DPR 22-00003-Industrial Building, is located on Nance Street between Patterson Avenue and Wade Avenue. (APN (s): 314-110-008, 314-110-009, 314-110-010, 314-110-016, 314-110-017, 314-110-018, 314-110-020, 314-110-021, 314-110-022, 314-110-023, 314-110-043, 314-110-044, 314-110-045, 314-110-046, 314-110-052, 314-110-053, 314-110-058, and 314-110-059) (Owner: RG Patterson, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 20 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 20

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. 20 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 20 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- D. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of Tract 33338 to CFD 2001-3 (North Perris Public Safety District)-

Annexation No. 59. Tract 33338 is located at the northwest corner of Nuevo Road and Evans Road. (APN (s): 320-570-001 thru 320-570-008, 320-571-001 thru 320-571-037, 320-572-001 thru 320-572-030) (Owner: BRPLD)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 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. 59 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 59

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. 59 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 59 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- E. Consideration to adopt Proposed Resolution Number (next in order) approving a Substantial Amendment to the 2019-2024 Annual Action Plan to reallocate \$1,164,374.40 of unspent funds from FY 2023-2024 Annual Action Plan to create and fund a new, eligible non-public service project.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING A SUBSTANTIAL AMENDMENT TO THE 201-2024 FIVE-YEAR CONSOLIDATED PLAN AND THE FY 2023-2024 ANNUAL ACTION PLAN TO REALLOCATE FUNDS FROM THE FY 2023-2024 ANNUAL ACTION PLAN TO CREATE AND FUND A NEW AND ELIGIBLE NON-PUBLIC SERVICE PROJECT, SPECIFICALLY THE 2023 ACQUISITION REHABILITATION PROJECT

Introduced by: Director of Economic Development and Housing Michele Ogawa

PUBLIC COMMENT

- F. Consideration to adopt Proposed Resolution Numbers (next in order) and adopt the First Reading of Proposed Ordinance Number (next in order) regarding Specific Plan Amendment (SPA) 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review (DPR) 21-00005 - A proposal to consider the following entitlements to facilitate the construction of a 764,753 square-foot industrial building on 35.63-acres located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue within the General Industrial and Light Industrial zones of Perris Valley Commerce Center Specific Plan (PVCCSP): 1) Specific Plan Amendment to remove unimproved segments of California Avenue and Nance Street from the Circulation Plan; 2) Tentative Parcel Map to consolidate 38 existing parcels into one (1) 35.63 acre-parcel; and 3) Development Plan Review for the site plan and building elevations. (Applicant: Nicole Torstvet, Patterson Limited Partnership). -*This item was continued from the August 29, 2023, September 12, 2023, September 26, 2023, and October 10, 2023 City Council Meetings.*

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, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2022010274) RELATING TO SPECIFIC PLAN AMENDMENT 21-05267, TENTATIVE PARCEL MAP 21-05086 (TPM 38259), AND DEVELOPMENT PLAN REVIEW (DPR 21-00005) TO AMEND THE CIRCULATION PLAN OF THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN FOR THE REMOVAL OF TWO EXISTING PAPER STREETS TO FACILITATE THE CONSTRUCTION OF A 764,753-SQUARE-FOOT WAREHOUSE FACILITY ON A 35.63 ACRE SITE, LOCATED SOUTH OF HARLEY KNOX BOULEVARD BETWEEN PATTERSON AND NEVADA AVENUES, SUBJECT TO CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING TENTATIVE PARCEL MAP 21-05086 (TPM 38259), AND DEVELOPMENT PLAN REVIEW (DPR 21-00005) TO FACILITATE THE CONSTRUCTION OF A 764,753-SQUARE-FOOT WAREHOUSE FACILITY ON A 35.63 ACRE SITE, LOCATED SOUTH OF HARLEY KNOX BOULEVARD BETWEEN PATTERSON AND NEVADA AVENUES, SUBJECT TO CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN

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 APPROVING SPECIFIC PLAN AMENDMENT 21-05267 TO AMEND THE CIRCULATION PLAN OF THE PERRIS VALLEY COMMERCE CENTER

SPECIFIC PLAN FOR THE REMOVAL OF TWO EXISTING PAPER STREETS TO FACILITATE THE CONSTRUCTION OF A 764,753-SQUARE-FOOT WAREHOUSE FACILITY ON A 35.63 ACRE SITE, LOCATED SOUTH OF HARLEY KNOX BOULEVARD BETWEEN PATTERSON AND NEVADA AVENUES, SUBJECT TO CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

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

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

13. COUNCIL COMMUNICATIONS: (Committee Reports, Agenda Items, Meeting Requests and Review etc.)

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

14. CITY MANAGER’S REPORT:

15. ADJOURNMENT:

In compliance with the Americans with Disabilities Act 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



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

9.A.

MEETING DATE: November 28, 2023
SUBJECT: Approval of Minutes
REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on November 14, 2023.
CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

City Attorney _____

Assistant City Manager *MB*

Deputy City Manager *ER*

Attachments: 1. Minutes-November 14, 2023-Regular Joint City Council Meeting

Consent:

Public Hearing:

Business Item:

Presentation:

Other: Approval of Minutes

ATTACHMENT 1

Minutes-November 14, 2023 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: November 14, 2023

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

Mayor Vargas called the Closed Session to order at 5:31 p.m.

ROLL CALL

Present: Rabb, Rogers, Corona, Vargas

Absent: Nava

Staff Member's Present:

All Items: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Khuu, Director of Administrative Services Amozgar

Item A: Deputy City Attorney Colin Tanner, PERMA Attorney Jared Bryan

Items B-D: City Engineer Pourkazemi, Director of Development Services Phung, Director of Economic Development and Housing Ogawa and Director of Finance Schenk

- A. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 4 cases:
 - 1. Isabel Carlos v. City of Perris CVRI2201814
 - 2. City of Menifee v. City of Perris CVRI2203040
 - 3. Panattoni Development Company, Inc. v. City of Perris CVRI2203028
 - 4. City of Perris v. City of Menifee, et al CVRI2303456

- B. Conference with Real Property Negotiators – Government Code Section 54956.8
 Property: APN(s): 310-021-001, 310-021-002, 310-021-003, 310-021-004, 310-021-005, 310-021-006, 310-021-007, 310-021-008
 City Negotiator: Clara Miramontes, City Manager
 Negotiating Parties: Tina Moniaros
 Under Negotiation: Price and terms of payment

- C. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(2) - 1 case

- D. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(2) - 1 case (See Attachments 1.a. and 1.b. at this link: <https://www.cityofperris.org/government/city-council/council-meetings> for additional

information relating to Closed Session Item D. Attachments 1.a. and 1.b. are also on file in the City Clerk's Office)

City Attorney Khuu introduced the Closed Session Items.

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

The City Council adjourned to Closed Session at 5:32 p.m.

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

Mayor Vargas called the regular City Council meeting to order at 6:44 p.m.

2. ROLL CALL: Rabb, Rogers, Nava, Corona, Vargas

Present: Rabb, Rogers, Corona, Vargas

Absent: Nava

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

3. INVOCATION:
Pastor Harold Ross
Greater Bible Way Ministry
21350 Kinney St. Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Councilmember Rabb led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

City Attorney Khuu reported regarding Item 1A of the Closed Session agenda that the City Council approved in closed session by a vote of 4 yes, 0 no, 1 absent with Mayor Pro Tem Nava absent, a Settlement Agreement with Ms. Isabel Carlos and authorized the City Manager to execute the same on behalf of the City. Ms. Carlos has executed the Settlement Agreement. The substance of the Settlement Agreement is that: (1) Ms. Carlos dismisses her lawsuit and agrees to provide the City with a general release of liability and waiver of rights as detailed in the Settlement Agreement; (2) The City pays to Ms. Carlos the total gross sum of \$120,000 as provided in the Settlement Agreement. A copy of the fully executed Settlement Agreement will be available at the City Clerk's office.

There was no reportable action on the remainder of the Closed Session items.

6. PRESENTATIONS/ANNOUNCEMENTS:

- A. City of Perris Employee of the Quarter Recognition for Third Quarter of 2023.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

The report was given by Youth Advisory Committee President Julie Salas.

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

Luz Gallegos-Irem 12.B.

Liliana Martinez-Item 12.B.

Sandra Reyes-Item 12.B.

Ms. Helen Buris

9. APPROVAL OF MINUTES:

- A. Approved the minutes of the Regular Joint Meeting held on October 10, 2023 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the minutes of the Regular Joint Meeting held on October 10, 2023 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority, as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

- B. Approved the minutes of the Special Joint Meeting held on October 24, 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 of the Special Joint Meeting held on October 24, 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, as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

10. CONSENT CALENDAR:

Councilmember Corona requested that Item 10.A. be pulled for a separate vote.

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

- A. Adopted the Second Reading of Ordinance Number 1435 approving Specific Plan Amendment 22-05052 to remove a paper/unimproved street. to facilitate the construction of a 301,101 square-foot industrial warehouse on a 20.14-acre site. The project is located on the west side of Redlands Avenue between E. Rider Street and Placentia Avenue in the Perris Valley Commerce Center Specific Plan (PVCCSP). (Applicant: Michael Johnson of Lake Creek Industrial, LLC).

The Second Reading of Ordinance Number 1435 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 NUMBER 6267; 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 301,101 SQUARE FOOT NON-REFRIGERATED INDUSTRIAL WAREHOUSE LOCATED ON THE WEST SIDE OF REDLANDS AVENUE AND MAKING FINDINGS IN SUPPORT THEREOF

Councilmember Corona requested that Item 10.A. be pulled for a separate vote.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Adopt the Second Reading of Ordinance Number 1435, as presented.

AYES: David Starr Rabb, Rita Rogers, Michael Vargas

NOES: Malcolm Corona

ABSENT: Marisela Nava

ABSTAIN:

- B. Adopted Resolution Numbers 6268, 6269 and 6270 regarding annexation of DPR 22-00010 to Maintenance District No. 84-1 (Lighting). DPR 22-00010 is located on the southwest corner of Ramona Expressway and Brennan Avenue. (APN(s) 303-020-005, 303-020-022, 303-020-023, 303-020-024, 303-020-025); (Owner: FS Perris, LLC)

Resolution Number 6268 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF DPR 22-00010 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6269 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF DPR 22-00010 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6270 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 22-00010 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 9, 2024

- C. Adopted Resolution Numbers 6271, 6272 and 6273 regarding annexation of DPR 22-00010 to Landscape Maintenance District No.1 (LMD 1). DPR 22-00010 is located on the southwest corner of Ramona Expressway and Brennan Avenue. (APN(s) 303-020-005, 303-020-022, 303-020-023, 303-020-024, 303-020-025); (Owner: FS Perris, LLC)

Resolution Number 6271 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 177 DPR 22-00010 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6272 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF DPR 22-00010 TO BENEFIT ZONE 177, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6273 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 177, 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 177, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 22-00010 TO BENEFIT ZONE 177, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 9, 2024

- D. Adopted Resolution Number 6274 regarding annexation of DPR 22-00010 to Flood Control Maintenance District No.1 (FCMD 1). DPR 22-00010 is located on the southwest corner of Ramona Expressway and Brennan Avenue. (APN(s) 303-020-005, 303-020-022, 303-020-023, 303-020-024, 303-020-025); (Owner: FS Perris, LLC)

Resolution Number 6274 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF DPR 22-00010 TO BENEFIT ZONE 142, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 9, 2024

- E. Adopted Resolution Number 6275 regarding annexation of DPR 22-00010 to CFD 2001-3 (North Perris Public Safety District)-Annexation No. 60. DPR 22-00010-Industrial Building, is located on the southwest corner of Ramona Expressway and Brennan Avenue. (APN(s): 303-020-005, 303-020-022, 303-020-023, 303-020-024, 303-020-025); (Owner: FS Perris, LLC)

Resolution Number 6275 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. 60]

- F. Adopted Resolution Number 6276 regarding annexation of DPR 22-00010 to CFD 2018-02 (Public Services District)-Annexation No. 21. DPR 22-00010-Industrial Building, is located on the southwest corner of Ramona Expressway and Brennan Avenue. (APN(s): 303-020-005, 303-020-022, 303-020-023, 303-020-024, 303-020-025); (Owner: FS Perris, LLC)
- Resolution Number 6276 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 21]
- G. Approved the First Amended and Restated Agreement with the County of Riverside for Animal Shelter Services.
- H. Approved a request by Triple Threat Productions for a local street closure on Goldenrod Avenue between Carnelian Court and Galena Place on November 17, 2023 for holiday filming activity.
- I. Approved the purchase of one (1) Toyota Corolla Cross Hybrid for the Sheriff's Department and one (1) Ford F550 Cab and Chassis for Public Works.
- J. Approved an agreement with Mesa Energy Systems, Inc. to remove and replace the existing air conditioning unit at the Executive Building, 11 South D Street.
- K. Approved the First Amendment to the Implementation Agreement with Western Riverside Council of Governments (WRCOG) and Appendix 7 to the WRCOG Professional Services Agreement with Yunex Traffic.
- L. Approved a Purchase and Sale Agreement with Eiffel Tower Developments, LLC, for the property located on G Street between 9th Street and Commercial Street. (APN(s): 310-140-027, 310-140-028 and 310-140-029)
- M. Approved a Purchase and Sale Agreement with Nuevo Gateway, LLC for the property located near the intersection of Nuevo Road and Old Nuevo Road, east of the I-215 Freeway. (APN: 305-240-034)
- N. Approved a three-year agreement (Federal Fiscal Year 2024-2026) for the reimbursable Riverside University Health System-Public Health (RUHS-PH) for the CalFresh Healthy Living Program.
- O. Approved an amendment to the Contract Services Agreement with Hirsch & Associates, Inc. for professional design services of the Morgan Park Phase 2.1 parking lot expansion and Morgan Street Improvement Project located at 600 E. Morgan Street, Perris, CA 92571.
- P. Approved the purchase of a 640 square foot storage steel building from Empire Steel Buildings for the Morgan Park Phase 2.1 project.
- Q. Approved a Settlement Agreement with Amanda N. Bui related to the acquisition of a Fee Simple Interest and Temporary Construction Easement for the widening of Orange Avenue. (APN(s): 320-010-008, 320-010-009, 320-010-010, 320-010-011)

- R. Adopted Resolution Numbers 6277 and 6278 declaring intent to form proposed Community Facilities District No. 2022-4 (Park West) of the City of Perris (the "CFD") and authorize future bonded indebtedness in the amount not to exceed \$14,000,000 within proposed Improvement Area No. 1, not to exceed \$12,000,000 within proposed Improvement Area No. 2, and not to exceed \$8,000,000 within proposed Improvement Area No. 3. All three Improvement Areas are located south of Nuevo Road and to the east and west of Evans Road.

Resolution Number 6277 is entitled:

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS, DESIGNATE IMPROVEMENT AREAS THEREIN AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN EACH IMPROVEMENT AREA OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS

Resolution Number 6278 is entitled:

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO INCUR BONDED INDEBTEDNESS IN THE AMOUNT NOT TO EXCEED \$14,000,000 WITHIN PROPOSED IMPROVEMENT AREA NO. 1, NOT TO EXCEED \$12,000,000 WITHIN PROPOSED IMPROVEMENT AREA NO. 2, AND NOT TO EXCEED \$8,000,000 WITHIN PROPOSED IMPROVEMENT AREA NO. 3 OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS

- S. Approved the City's Investment Statements of Compliance for the quarter ending September 30, 2023.
- T. Approved the City's Monthly Check Register for September 2023.
- U. Approved the City's Monthly Check Register for October 2023.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the balance of the Consent Calendar, with the exception of Item 10.A., as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

11. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 6279, 6280 and 6281 regarding annexation of Tracts 31659, 32041-1 and 33338 to the City's Maintenance Districts. Tract 31659 is located between Evans Road and El Nido Avenue, south of Lemon Avenue. (APN(s) 320-460-001 thru 320-460-016, 320-461-001 thru 320-461-037, 320-462-001 thru 320-462-012, 320-471-001 thru 320-470-032); Tract 32041-1 is located between Evans Road and Dunlap Drive, south of Lemon Avenue (APN(s) 320-480-001 thru 320-480-025, 320-481-001 thru 320-481-019, 320-482-001 thru 320-482-001, 320-483-001 thru 320-483-014, 320-490-001 thru 320-490-041, 320-491-001 thru 320-491-

012); Tract 33338 is located at the northwest corner of Nuevo Road and Evans Road (APN(s) 320-570-001 thru 320-570-008, 320-571-001 thru 320-571-037, 320-572-001 thru 320-572-030) (Owner: BRPLD)

Resolution Number 6279 is 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 TRACTS 31659, 32041-1, AND 33338 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 2023-2024

Resolution Number 6280 is 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 TRACTS 31659, 32041-1, AND 33338 TO BENEFIT ZONES 173, 174, & 175, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2023-2024

Resolution Number 6281 is 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 TRACTS 31659, 32041-1, AND 33338 TO BENEFIT ZONES 138, 139, AND 140, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2023-2024

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

The Mayor opened the Public Hearing at 7:18 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:19 p.m.

The Mayor asked the City Clerk to open the Ballots.

City Clerk Salazar opened the 3 Ballots and reported that they were marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Numbers 6279, 6280 and 6281, as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

- B. Adopted Resolution Numbers 6282, 6283 and 6284 regarding annexation of DPR 19-00016 to the City's Maintenance Districts. DPR 19-00016 is

located at the southeast corner of Rider Street & Redlands Avenue. (APN: 300-210-030) (Owner: First Industrial)

Resolution Number 6282 is 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 19-00016 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 2023-2024

Resolution Number 6283 is 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 19-00016 TO BENEFIT ZONE 172, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2023-2024

Resolution Number 6284 is 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 19-00016 TO BENEFIT ZONE 137, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2023-2024

Councilmember Rabb left the City Council Chambers at 7:21 p.m. and returned at 7:23 p.m.

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

The Mayor opened the Public Hearing at 7:23 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:23 p.m.

The Mayor asked the City Clerk to open the Ballots.

City Clerk Salazar opened the 3 Ballots and reported that they were marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve Resolution Numbers 6282, 6283 and 6284, as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

- C. Adopted the First Reading of Ordinance Number 1436 and Resolution Number 6285 regarding Specific Plan Amendment (SPA) 21-05249 and Development Plan Review (DPR) 21-00014 - A proposal to facilitate the construction of a new 300-unit multi-family residential development on 14.68 acres, located at the southwest corner of Rider Street and Evans Road consisting of the following: 1) SPA to amend the May Ranch Specific Plan (MRSP) to rezone 14.68 acres from Commercial (C) Zone to Multi-Family Residential (MFR) Zone to create Multi-Family Residential standards for Planning Area (PA) 22; and 2) DPR for the site plan, building elevations, and recreation amenities. (Applicant Katie Rounds, The Kaidence Group)

The First Reading of Ordinance Number 1436 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 21-05249 TO AMEND THE MAY RANCH SPECIFIC PLAN PLANNING AREA TO REZONE 14.68 ACRES OF COMMERCIAL (C) ZONED LAND TO MULTI-FAMILY RESIDENTIAL (MFR) ZONE AND CREATE DEVELOPMENT STANDARDS FOR PLANNING AREA 22 TO FACILITATE THE CONSTRUCTION OF A 300-UNIT MULTI-FAMILY APARTMENT COMMUNITY LOCATED AT THE SOUTHWEST CORNER OF RIDER STREET AND EVANS ROAD, BASED UPON THE FINDINGS PROVIDED HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL

Resolution Number 6285 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING MITIGATED NEGATIVE DECLARATION (2391) AND APPROVING DEVELOPMENT PLAN REVIEW 21-00014 TO FACILITATE THE CONSTRUCTION OF A 300-UNIT MULTI-FAMILY APARTMENT COMMUNITY LOCATED AT THE SOUTHWEST CORNER OF RIDER STREET AND EVANS ROAD, BASED UPON THE FINDINGS NOTED HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL

Contract Planner Matthew Evans gave the presentation on this item. The Mayor opened the Public Hearing at 7:33 p.m.

The following people spoke:

Katie Rounds, Applicant

Brian Rosenstein, Representative for the Applicant

The Mayor closed the Public Hearing at 7:43 p.m.

The following Councilmember's spoke:

Corona

Mayor Vargas re-opened the Public Hearing at 7:47 p.m.

The following people responded to questions from the Council:

Katie Rounds, Applicant

The following Councilmember's spoke:

Corona

Rogers

Rabb

Vargas

The Mayor closed the Public Hearing at 7:52 p.m.

The Applicant confirmed that they had read and agree with the Conditions of Approval.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the First Reading of Ordinance Number 1436 and Resolution Number 6285, as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

- D. **This item was continued to a date not specified- Consideration to adopt Proposed Resolution Number (next in order) upholding the Planning Commission decision to deny Conditional Use Permit (CUP) 22-05023 for the construction of a 395,500 square foot industrial warehouse building on 19.16 acres, located at the southwest corner of Mapes Road and Trumble Road, in the Business Park (BP) Zone. (Applicant: Russell Pierce, RDP Development, Inc.**

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, UPD HOLDING THE PLANNING COMMISSION DECISION TO DENY CONDITIONAL USE PERMIT 22-05023 FOR THE CONSTRUCTION OF A 395,500 SQUARE FOOT INDUSTRIAL BUILDING ON APPROXIMATELY 19.16 ACRES OF LAND LOCATED ON THE SOUTHWEST CORNER OF MAPES ROAD AND TRUMBLE ROAD, AND MAKING FINDINGS IN SUPPORT THEREOF

Associate Planner Lupita Garcia gave the presentation on this item.

The following Councilmember spoke:

Rabb

The Mayor opened the Public Hearing at 8:01 p.m.

The following people spoke:

John Shardlow, Representative for the Applicant.

Alex Zamora

Councilmember Rogers left the City Council Chambers at 8:11 p.m. and returned at 8:14 p.m.

Jayson Baiz

Efrain Lopez

Ralph Velado

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

**The following spoke on behalf of the Applicant:
John Shardlow
Russell Pierce**

Corona

Rabb

**Vargas
Corona**

Rogers

Corona

Rabb

Councilmember Rabb noted Ex Parte Communication with the Applicant as well as a site visit.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Adopt Resolution Number (next in order) upholding the Planning Commission decision to deny Conditional Use Permit (CUP) 22-05023 for the construction of a 395,500 square foot industrial warehouse building on 19.16 acres, located at the southwest corner of Mapes Road and Trumble Road, in the Business Park (BP) Zone

AYES: David Starr Rabb, Malcolm Corona

NOES: Rita Rogers, Michael Vargas

ABSENT: Marisela Nava

ABSTAIN:

The motion did not carry.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Michael Vargas to Continue the item and send it back to staff to work with the applicant to make necessary modifications and resubmit the project.

AYES: David Starr Rabb, Rita Rogers, Michael Vargas

NOES: Malcolm Corona

ABSENT: Marisela Nava

ABSTAIN:

- E. Adopted Urgency Ordinance Number 1437 and Introduced the First Reading of Ordinance Number 1438 Amending Chapter 3.40 (Marijuana Tax) to Title 3 (Revenue and Finance) of the Perris Municipal Code.

Urgency Ordinance Number 1437 is entitled:

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 3.40 (MARIJUANA TAX) OF TITLE 3 (REVENUE AND FINANCE) OF THE PERRIS MUNICIPAL CODE

The First Reading of Ordinance Number 1438 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 3.40 (MARIJUANA TAX) OF TITLE 3 (REVENUE AND FINANCE) OF THE PERRIS MUNICIPAL CODE

Director of Development Services Kenneth Phung gave the presentation on this item.

The Mayor opened the Public Hearing at 9:03 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 9:03 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Adopt Urgency Ordinance Number 1437 and Introduce the First Reading of Ordinance Number 1438, as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

12. BUSINESS ITEMS:

- A. Received and filed the presentation regarding the Fiscal Year 2022-2023 Homeless Outreach Services in the City of Perris.

This item was presented by Principle Management Analyst Dr. Sara Cortes de Pavon.

The following Councilmember's spoke:

Corona

Vargas

Rogers

Member's of the City Net Homeless Outreach team also spoke.

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

Councilmember Rabb left the City Council Chambers at 9:18 p.m. and returned at 9:19 p.m.

- B. Received and filed the report and provided direction to staff regarding a Just Cause Ordinance pursuant to AB 1482.

Director of Finance Matthew Schenk gave the presentation on this item.

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

**Rogers
Corona
Rabb**

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

Mariana Fawaz

Emily J Munoz

Janet Bernabe

Dayana Cortes

Blanca Lopez

Maribel Nunez

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

Corona

**Vargas
Rabb**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve sending the item back to the Ways and Means Committee for review and the holding of a City Council Workshop.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

13. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

Rabb

Corona

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 9:55 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 28, 2023

SUBJECT: Second Reading of Ordinance No. 1436 approving Specific Plan Amendment (SPA) 21-05249 to rezone 14.68 acres from Commercial (C) Zone to Multi-Family Residential (MFR) Zone and to create Multi-Family Residential standards for Planning Area (PA) 22 within the May Ranch Specific Plan to facilitate the construction of a 300-unit multi-family residential development, located at the southwest corner of Rider Street and Evans Road. Applicant: Katie Rounds, The Kaidence Group.

REQUESTED ACTION: Second Reading and Adoption of Ordinance No. 1436 approving Specific Plan Amendment 21-05249, subject to the information contained in the staff report and based on the findings made in support thereof.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND:

On November 14, 2023, the City Council voted 4-0 (1 absent) to introduce the first reading of Ordinance No. 1436 to approve Specific Plan Amendment (SPA) 21-05249 to rezone 14.68 acres from Commercial (C) Zone to Multi-Family Residential (MFR) Zone, located on the southwest corner of Rider Street and Evans Road, and to add development standards for multi-family residential use in Planning Area (PA) 22 within the May Ranch Specific Plan. The SPA will facilitate the construction of a 300-unit apartment community consisting of 17 residential buildings, a 5,445 square foot clubhouse/lease office/ recreation fitness building, outdoor recreational amenities, and 638 parking spaces with access from Rider Street and Evans Road.

Concurrently, a Resolution was adopted to approve related Development Plan Review (DPR) 21-00014 and to adopt the Final Mitigated Negative Declaration No. 2391 and the Mitigation Monitoring and Reporting Program.

RECOMMENDATION:

Staff is recommending adoption of Ordinance No. 1436 approving Specific Plan Amendment 21-05249 to rezone 14.68 acres from Commercial (C) Zone to Multi-Family Residential (MFR) Zone and to add development standards for multi-family residential use in the May Ranch Specific Plan. Upon adoption of the Ordinance, the SPA will become effective on December 28, 2023.

BUDGET (or FISCAL) IMPACT: All costs associated with the project are borne by the applicant.

Prepared by: Mathew Evans, Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager WJ
Deputy City Manager ER

Attachments:

1. Ordinance No. 1436 adopting Specific Plan Amendment 21-05249
Due to the size of the files for the Specific Plan Amendment, only the land use map documenting the existing and proposed land use map is attached as a hard copy. The remaining documents referencing the development standards for multi-family residential use are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-383#docan1206_1313_479
2. Final Conditions of Approval (Planning Conditions, Engineering, Public Works, Building & Safety, and Community Services)
3. Project Plans (Site Plan and Building Elevations) – Informational Purpose
4. City Council Agenda Submittal - Dated November 14, 2023

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

Attachment 1

Ordinance Number 1436 Adopting Specific
Plan Amendment 21-05249

ORDINANCE NUMBER 1436

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 21-05249 TO AMEND THE MAY RANCH SPECIFIC PLAN PLANNING AREA TO REZONE 14.68 ACRES OF COMMERCIAL (C) ZONED LAND TO MULTI-FAMILY RESIDENTIAL (MFR) ZONE AND CREATE DEVELOPMENT STANDARDS FOR PLANNING AREA 22 TO FACILITATE THE CONSTRUCTION OF A 300-UNIT MULTI-FAMILY APARTMENT COMMUNITY LOCATED AT THE SOUTHWEST CORNER OF RIDER STREET AND EVANS ROAD, BASED UPON THE FINDINGS PROVIDED HEREIN AND SUBJECT TO CONDITIONS OF APPROVAL.

WHEREAS, the project applicant Katie Rounds of The Kaidence Group, proposes to amend the May Ranch Specific Plan (“MRSP”) Planning Area 22 (“PA 22”) to rezone 14.68 acres from Commercial to Multi-Family Residential to facilitate the construction of a 300-unit multi-family apartment complex on 14.68 acres of land located at the southwest corner of Rider Street and Evans Road (“Project”); and

WHEREAS, the applicant submitted Specific Plan Amendment (“SPA”) 21-05249 to amend the May Ranch Specific Plan (MRSP) rezone 14.68 acres of Planning Area 22 from Commercial (C) to Multi-Family Residential (MFR) and Development Plan Review (“DPR”) 21-00014 for consideration of architectural design and site layout for the Project; and

WHEREAS, the proposed SPA 21-05249 and DPR 21-00014 are considered a "project" as defined by the California Environmental Quality Act ("CEQA"); and

WHEREAS, pursuant to CEQA and State CEQA Guidelines, an Initial Study (“IS”) was prepared for the proposed Project and, based upon thereof, Mitigated Negative Declaration No. 2391 was prepared for the Project and was publicly reviewed for a thirty-day period in accordance with CEQA, from August 18, 2023, to September 18, 2023; and

WHEREAS, on April 13, 2023, the Riverside County Airport Land Use Commission (ALUC) determined that the Project was consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) based on findings and conditions, which are attached and incorporated into the Planning Conditions of Approval; and

WHEREAS, the Planning Commission held a duly noticed public hearing on September 20, 2023, at which time all interested persons were given full opportunity to be heard and to present evidence and then voted to continue the Project to the October 18, 2023, Planning Commission hearing; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on October 18, 2023, regarding the Project, and the Planning Commission recommended that the

City Council approve SPA 21-05249 and DPR 21-00014 after considering all oral and written testimony submitted by members of the public and City staff including, without limitation, the materials in the staff report and accompanying documents; and

WHEREAS, on November 14, 2023, the City Council conducted a duly noticed public hearing on Mitigated Negative Declaration No. 2391, SPA 21-05249 and DPR 21-00014, at which time all interested persons were given full opportunity to be heard to present evidence; and

WHEREAS, by Resolution Number 6285, the City Council adopted Mitigated Negative Declaration No. 2391 for the proposed SPA 21-05249 and DPR 21-00014; and

WHEREAS, prior to taking action, the City Council has heard, been presented with, and/or reviewed all of the information and data that constitutes the administrative record for the above-mentioned approvals, including all oral and written evidence presented to the City during all Project meetings and hearings; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Perris hereby ordains as follows:

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

Section 2. Environmental Analysis. Based upon the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on November 14, 2023, the City Council hereby determines pursuant to Section 15074 of the CEQA Guidelines that all potential significant effects on the environment can be reduced to a less than significant level through mitigation measures, the design of the development, the City's Zoning Code, and standard requirements of the City, state and federal regulatory agencies; therefore a Mitigated Negative Declaration has been prepared, with findings that:

1. No significant environmental effects were identified that would occur as a result of the proposed residential development. In light of the whole record, there is no substantial evidence that the Project may significantly affect the environment if mitigation measures are implemented pursuant to Mitigated Negative Declaration ("MND") No. 2391, which has been prepared for this Project.
2. The City has complied with CEQA.
3. Determinations of the City Council reflect the independent judgment of the City.

Section 3. Based upon the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on November 14, 2023, the City Council finds, with respect to Specific Plan Amendment

Specific Plan Amendment (SPA) 21-05249

A. The Specific Plan Amendment is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.

The proposed SPA 21-05249 will change the land use designations of the project site, requiring the rezone of the existing Commercial (C) zoning to Multi-Family (MFR) in Planning Area 22 (PA 22) of the May Ranch Specific Plan. As proposed, the Project will be consistent with the General Plan and will further the following related Policies:

Policy 1.4: Locate higher-density residential development near public transportation, services, and recreation. Low-density single-family residential uses surround the proposed Project site. The Project Applicant proposes a density of 20.6 dwelling units per acre, classified as high-density by the General Plan Land Use Element. In addition, the Project's recreation concept offers a fitness room, clubroom, pool, spa, BBQ, dog parks, tot-lot, and multiple open lawn areas along with pedestrian activity areas. The Project site is less than one-tenth of a mile west of Liberty Park, consisting of a third of a mile nature preserve trail spanning the park's circumference, picnic tables, two play structures, barbecues, and a large grassy area for active recreation. Public transportation is within walking distance of the Project site. All public services are available to Project residents within the City.

Policy 1.5: Promote the construction of units consistent with the new construction needs identified in the Regional Housing Needs Assessment (RHNA). The Project Applicant proposes 300 market-rate multi-family residential units. Based on Table 7-1 of the City's 2021-2029 Housing Element, the proposed market-rate units would be categorized as above-moderate income and provide such dwelling units towards the City's total quantified number of 3,374 above-moderate units. Therefore, the Project would assist the City in meeting its RHNA goal.

B. The Specific Plan Amendment provides adequate text and diagrams to address the following issues in detail adequately:

1. The distribution, location, and extent of the land use of land, including open space, within the area covered by the Plan.

SPA 21-05249 proposes to change the current land use of PA 22 from Commercial (C) to MFR to allow for 20.4 DU/AC. The Project also complies with the following General Plan policy, Chapters 5.2 Comprehensive Development Plans, and 5.3 Development Standards of the MRSP:

Policy I.A: Design and develop the transportation system to respond to

concentrations of population and employment activities, as designated by the Land Use Element and in accordance with the designated Transportation System, Exhibit 4.2 Future Roadway Network. (see exhibit in the MND 2391). All roadway improvements proposed by the Project applicant are consistent with the transportation system that is planned for the area by the Circulation Element and will serve the Project.

2. *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 use described in the Plan.*

Eastern Municipal Water District (EMWD) replied to the applicant in January of 2023 that the EMWD would be able to provide adequate water supplies to meet the potable water demand for the Project. All improvements for sewage, water, drainage, solid waste disposal, energy, and other essential facilities will be subject to approval by the City and EMWD.

3. *Standards and criteria by which development will proceed and standards for the conservation, development, and utilization of natural resources, where applicable.*

There are no natural resources on the property or designated conservation areas. The Project will comply with all applicable mitigation measures required by MND 2391. The Project has been designed to comply with Chapter 19.69 – Parking and Loading Standards of the Zoning Code in Chapters 5.2 Comprehensive Development Plan and 5.3 Development Standards of the MRSP. The General Plan policies will require the following financing measures.

Policy II.A: Require new development to pay its full, fair share of infrastructure costs. The proposed Project would be conditioned to pay its full, fair share of infrastructure costs as part of the approval process by the City.

Policy II.B: Require new development to include school facilities or pay school impact fees, where appropriate. As required by Government Code Section 65995, the Project Applicant would be required by state law to pay the required developer fee to the Val Verde Unified School District before the issuance of building permits.

4. *A program of implementation measures, including regulation, programs, public works projects, and financing measures necessary to carry out the provisions in paragraphs 1, 2, and 3 above.*

SPA 21-05249 proposes to change the current land use of PA 22 from Commercial to MFR to allow for 20.6 DU/AC. The Project does not involve the development of roadways or other infrastructure that will disrupt the existing community. The Project site is a planned development location within the MRSP, which is almost fully developed. Specifically, the Project site is

within an established residential development.

Section 4. Approval of SPA 21-05249. 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 November 14, 2023, the City Council hereby approves Specific Plan Amendment 21-05249 relating to the Project. Specific Plan Amendment 21-05249 is attached as Attachment 1 and incorporated herein by this reference.

Section 5. 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 6. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 7. 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 28 day of November 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 Ordinance Number 1436 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 28 day of November 2023, by the following called vote:

AYES:
NOES:
ABSENT:

ABSTAIN:

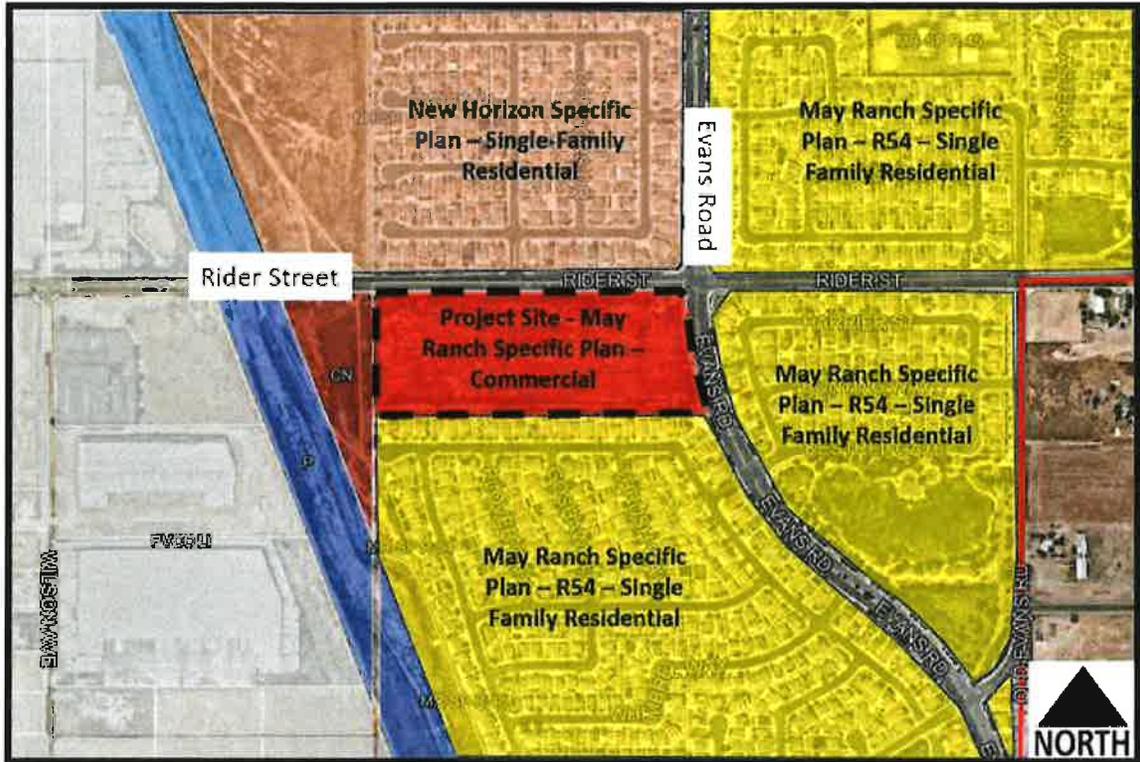
City Clerk, Nancy Salazar

Attachments: Specific Plan Amendment

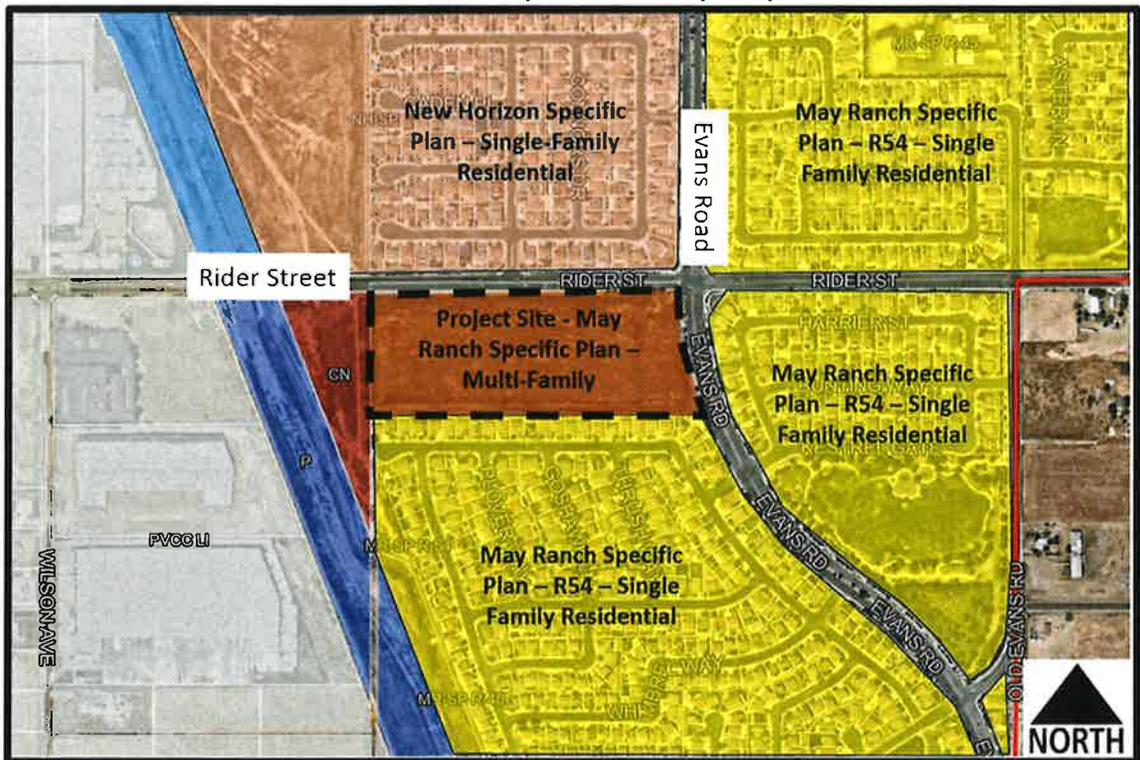
Due to the size of the files for the Specific Plan Amendment, only the land use map documenting the existing and proposed land use map is attached as a hard copy. The remaining documents referencing the development standards for multi-family residential use are available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-383#docan1206_1313_479

Existing Land Use – MRSP – Planning Area 22
Commercial (C)



Proposed Land Use – MRSP – Planning Area 22
Multi-Family Residential (MFR)



Attachment 2

Final Conditions of Approval

(Planning Conditions, Engineering, Public Works, Building & Safety and Community Services)

**CITY OF PERRIS
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION
FINAL CONDITIONS OF APPROVAL**

Specific Plan Amendment 21-05249

Development Plan Review 21-00014

November 28, 2023

PROJECT: Specific Plan Amendment (SPA) 21-05249 and Development Plan Review (DPR) 21-00014 – A proposal to facilitate the construction of a 300-unit multi-family residential development located at the southwest corner of Rider Street and Evans Road consisting of the following: 1) Specific Plan Amendment to amend the May Ranch Specific Plan (MRSP) to rezone 14.68 acres from Commercial (C) Zone to Multi-Family Residential (MFR) Zone and to create Multi-Family Residential standards for Planning Area (PA) 22; and 2) Development Plan Review for the site plan, building elevations, and recreation amenities. Applicant: Katie Rounds, The Kaidence Group.

General Requirements:

1. **Municipal Code and May Ranch Specific Plan Compliance.** The project shall conform to the May Ranch Specific Plan (Planning Area 22) MRSP standards and Chapter 19 of the Perris Municipal Code.
2. **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.
3. **Expansion of Use.** No expansion of the site or use expansion shall occur without subsequent reviews and approvals from the Planning Division.
4. **Term of Approval.** This approval shall be implemented within three (3) years of the approval date; otherwise, it shall become null and void. By implemented, is meant the beginning of substantial construction contemplated by this approval within the three (3) year period, which is thereafter diligently pursued to completion, or the beginning of substantial utilization contemplated by this approval. A maximum of three (3) one-year time extensions shall be permitted in accordance with the Zoning Code.
5. **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.
6. **Notice of Determination.** Within five (5) days of Planning Commission approval, the applicant shall file electronically a Notice of Determination (NOD) and application fee for the project Mitigated Negative Declaration to the Riverside County Clerk Recorder. A copy of the NOD shall be provided to the Planning Division for record-keeping purposes.

7. **Conformance to Approved Plans.** The proposed use will operate in accordance with the October 18, 2023, Planning Commission meeting approval or as amended by these conditions. Any deviation shall require appropriate Planning Division review and approval.
8. **Prior to occupancy.** The proposed use will operate in accordance with the October 18, 2023, Planning Commission meeting approval or as amended by these conditions. Any deviation shall require appropriate Planning Division review and approval.
9. **Graffiti** located on-site shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times. Graffiti shall be painted over in panels and not patches. In addition, will match the color of the wall or material surface. Furthermore, the applicant shall apply an anti-graffiti coating on walls.
10. **Building & Safety Division.** The project shall comply with all Conditions of Approval by the Building and Safety Department dated August 2, 2023.
11. **Fire Department Conditions.** The project shall comply with all Conditions of Approval by the Fire Department dated July 20, 2023, consisting of the following requirements.
 - a. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.
 - b. 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.
 - c. Prior to the to the issuance of a 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.
 - d. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 2,250 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.
 - e. 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.
 - f. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
 - g. 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.

- h. A minimum of two points of connection to the public water shall be provided for the private fire-line water.
 - i. The private underground fire-line system shall be a looped design.
 - j. The private underground fire-line system shall have indicating sectional valves for every five (5) appurtenances.
 - k. The Fire Department Connection (FDC) shall be located within 100 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.
 - l. The building shall be provided with an automatic fire sprinkler system as specified by the CFC. Construction plans shall be submitted for review and approval to the City of Perris prior to installation.
 - m. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
 - n. 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.
 - o. 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.
 - p. 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 subsection. 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.
12. **Public Works.** The project shall adhere to the requirements of the Public Works Department as indicated in the attached Conditions of Approval dated January 18, 2023.
13. **City Engineering.** The Project shall comply with all requirements of the City

Engineer's Conditions of Approval dated September 11, 2023.

14. **Community Services.** The Project shall comply with all City Community Services Conditions of Approval requirements dated September 15, 2023.
15. **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).
16. **Rooftop Solar.** The project does not propose rooftop solar panels at this time. However, suppose the project was to propose solar rooftop panels in the future. In that case, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and the Airport Land Use Commission shall review this study.
17. **Site Lighting Plan.** The site lighting plan shall conform to the City's adopted Mount Palomar Ordinance requirements and be submitted to the Planning Division for final review and approval. Full cutoff fixtures shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. A minimum of one (1) foot-candle of light shall be provided in parking and pedestrian areas. All lighting shall be shielded downward to prevent light pollution from spilling onto adjacent parcels and public right of way.
18. **Screening of Roof-Mounted Equipment.** Proper screening and all roof-mounted shall be designed to comply with the roof-mounted screening requirement of the MRSP, and any ground HVAC units or similar units shall be screened public views with a solid wall structure along with copious amounts of landscaping.
19. **Sign Application.** A separate sign application will be required for any signs.
20. **Outstanding Fees.** Any outstanding processing fees due to the Planning Division shall be paid.
21. **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 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 **Specific Plan Amendment (SPA) 21-05249** and **Development Review (DPR) 21-00014**. The City shall promptly notify the applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
22. **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 prior to the commencement of 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.

23. **Waste Hauling and Disposal.** The project shall use only the City-approved waste hauler for all construction and other waste disposal.
24. **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 or a physical barrier such as a wall.
25. **Preliminary Water Quality Management Plan (PWQMP).** A Preliminary WQMP was prepared for the proposed project site. All PWQMPs were determined to be in substantial compliance, in concept, with the Riverside County WQMP Manual requirements. The following 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 a detention basin with underdrains, self-retaining landscape, and covered trash enclosures. The Public Works Department shall review and approve the final WQMP text, plans and details.
26. **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., on weekdays. Construction may not occur on weekends or State holidays without prior consent of the Building Official. Non-noise-generating activities (e.g., interior painting) are not subject to these restrictions.
 - b. Stationary construction equipment that generates noise over 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.
 - c. Construction routes are limited to City of Perris designated truck routes.
 - 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 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.
- f. Project applicants shall provide construction site electrical hookups for electric hand tools such as saws, drills, and compressors to eliminate the need for diesel-powered electric generators or provide evidence that electrical hookups at construction sites are not practical or prohibitively expensive.

28. **Property Maintenance.** The project shall comply with Perris Municipal Code 7.06 provisions regarding Landscape Maintenance and Chapter 7.42 regarding Property Maintenance. In addition, the project shall comply with the one-year landscape maintenance schedule identified in the Public Works Department Condition of Approval No. 5, dated January 18, 2023.

29. **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 ZAP1561MA23

- a. Any new outdoor lighting installed shall be hooded or shielded to prevent 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 that would generate smoke or water vapor or attract large concentrations of birds or 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. 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. Any proposed detention basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. 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 dry between rainfalls. Vegetation in and around the basins providing 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 the 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 which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

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

- 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. The project has been evaluated to construct a proposal to construct a 300-unit multifamily apartment complex with recreational amenities. Any increase in building area, change in use to any higher intensity use, change in building location, or modification of the tentative parcel map lot lines and areas will require an amended review to evaluate consistency with the ALUCP compatibility criteria, at the discretion of the ALUC Director.

Prior to Building Permit Issuance:

27. **Fees.** The developer shall pay the following fees prior to the issuance of building permits:
 - a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
 - b. Multiple Species Habitat Conservation Plan fees currently in effect;
 - c. Current statutory school fees to all appropriate school districts;
 - d. Any outstanding liens and development processing fees owed to the City.
 - e. Appropriate Road and Bridge Benefit District fees;
 - f. Appropriate City Development Impact Fees in effect at the time of development.
28. **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 landscape and irrigation plan 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 landscaping shall be consistent with the conceptual landscape plan.
29. **Bio Retention Area Landscaping.** 36-inch box trees shall be planted as closely as possible to screen the bio-retention area from public view.
30. **Wall and Fence Plan.** The project must comply with Page L-8 labeled as "Overall Conceptual Wall and Fence Plan," and the requirements of the MRSP. All block walls shall be constructed of split-face or equal with pilasters. Also, all wrought iron fencing shall include pilasters every 50 feet and at prominent corners.
31. **Carports.** The carports shall be constructed of decorative materials to complement the apartment complex's architecture, subject staff review and approval.
32. **Building Plans.** The Building Plans submitted for plan check review shall include the following prior to building permit issuance:
 - a. A shade cover/structure shall be provided for all outdoor playgrounds.
 - b. The trash enclosure shall provide a screen barrier to the open area of the enclosure to preclude trespassing.
33. **Phasing Plan.** The applicant shall provide a phasing plan for review and approval by Planning Staff.
34. **Construction Plans.** All Planning Division and Engineering Department Conditions of Approval and the Mitigation Monitoring and Reporting Plan shall be reproduced in full on construction drawings and grading plans immediately following the cover sheet of such plans. Each Condition shall be annotated on the construction plans for ease of reference (i.e., sheet and detail numbers).

Prior to Grading Permit Issuance:

35. **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.
36. **Final Water Quality Management Plan (FWQMP).** Before issuance of grading permits, a 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 a 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).

Prior to Issuance of Occupancy Permits:

37. **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:
 - 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
38. **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 all the landscaping and irrigation have been installed and are completely operational. Before calling for a final inspection, a "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project and submitted to the project planner for approval.
39. **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 required paving, parking, walls, site lighting, landscaping and automatic irrigation installed and in good condition.

END OF CONDITIONS



CITY OF PERRIS

JOHN POURKAZEMI, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1515

September 11, 2023 – **Revised October 17, 2023**

DPR 21-00014

May Ranch Specific Plan

Multi-Family Residence - Kaidence

SWC Rider St. & Evans St.

Par 17 – PM 25943 (PM 176/68)

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 the 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. The developer/property owner shall secure City and appropriate agencies clearances and approvals of the improvement plans.

3. 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.

Prior to Issuance of Grading Permit:

4. 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 annexations.
5. Two driveways are permitted on Rider Street. The westerly driveway ~~shall be designated for emergency access only and~~ shall be restricted to right-out only. The easterly driveway shall accommodate full turn movements.
6. One driveway is permitted on Evans Road and shall be restricted to right-in/right-out only.
7. Curb returns for the proposed driveways on Rider Street and Evans Road shall be designed to be entirely within the limits of the property boundaries.
8. The driveways shall be per County of Riverside Standard No. 207A and shall provide wet-set truncated domes per ADA requirements.
9. The width and length of the **striped** left turn lane pocket in Rider Street at the easterly driveway shall be designed by a Traffic Engineer and approved by the City Engineer.
10. The developer/property owner shall submit the following to the City Engineer, and RCFCD as applicable, for review and approval.
 - a. Onsite Grading Plans and Erosion Control Plans – Plans shall show the approved WDID No.
 - b. Street Improvement Plans
 - c. Storm Drain Improvement Plans
 - d. Water and sewer improvements plans
 - e. Signing and Striping Plans
 - f. Final Drainage Plans, Hydrology and Hydraulic Report
 - g. Final WQMP (for reference)
 - h. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards

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.

11. Rider Street is classified as an Arterial (92'/64') per the May Ranch Specific Plan. The developer/property owner shall dedicate adequate right-of-way along property frontage to accommodate 46 foot half width right-of-way ~~and adequate right-of-way for the designated right turn lane pocket.~~
12. Evans Road is classified as an Arterial Highway (118'/86') per May Ranch Specific Plan. A 55 foot half width right-of-way is currently dedicated on Evans Road along the property frontage; the developer/property owner shall dedicate the required additional 4 feet of right-of-way to provide for a 59 foot half width dedicated right-of-way.
13. The existing pavement structural section on Evans Road and Rider Street along the property frontage shall be evaluated by the developer/property owner's Soils Engineer to verify that the current pavement structural sections correspond to the designated TI of 9.5 and PG 70-10. If the existing pavement structural sections are not adequate, the developer/property owner shall reconstruct (remove and replace) and/or resurface the said roadways accordingly. The extent of pavement rehabilitation shall be half plus a lane on Rider Street and the travel lanes west of the raised median on Evans Road as directed by the City Engineer.
14. All easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies in perpetuity 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.
15. Planning Commission Condition: The landscape plans shall be updated to include additional enhancements as deemed appropriate by staff.

Prior to Issuance of Building Permit:

16. The project site is located within the limits of Perris Valley Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan". Acreage for the project site's impervious area shall be provided.
17. 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.

18. Fire Department and EMWD approvals of the Water Improvement Plans are required prior to City Engineer's approval.
19. The developer/property owner shall submit a compaction certification from the Soils Engineer in compliance with the approved geotechnical/soils report and the pad elevation certification from the Civil Engineer in compliance with the approved Precise Grading Plan.

Prior to Issuance of Certificate of Occupancy:

20. The developer/property owner shall install streetlights along the property frontage on Rider Street, to include Smart Photocells, subject to the result of a photometric study prepared by a registered Electrical Engineer per City, County of Riverside and Caltrans standards.
21. The developer/property owner shall install Class II and Class IIB bike lanes on Evans Road and Rider Street respectively, as applicable, per the City of Perris Active Transportation Plan.
22. The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer.
23. 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.



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

MEMORANDUM

Date: October 17, 2023

To: Mathew Evans, Project Planner

From: Jessica Galloway, Special Districts Supervisor

By: Chris Baldino, Landscape Inspector **CB**

Subject: DPR21-00014, SPA21-05249 – Conditions of Approval

The applicant proposes to amend the May Ranch Specific Plan to rezone a 16-acre parcel property from commercial zone to a designation of Multiple Family Residential Development plan. Proposes a 2-3 story 300 Units Apartment Complex with associated clubhouse, pool, parking, landscaping, and open space on 16 acres located on Southwest Corner of Rider St. and Evans Rd.

-
- **Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
 - **Rider Street** - Provide offer of dedication as needed to provide for full half width Street (92' ROW, 46' half-width), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum 14' public parkway from face of curb.
 - **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.
 - **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 **DPR21-00014**" 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:

- **Rider Street** - Streetscape Landscape design guidelines and planting pallet for Secondary Arterials. Planting will be the same plant pallet as new project to the west on Rider Street. Street trees to be alternating *Ulmus Parvifolia* and *Lagerstromia Indica* Muskogee in alternating groupings of three. Use of drought resistant shrubs and ground cover will consist of *Lantana x 'New Gold'*, *Lantana camara 'Robpatriai'*, *Senecia Serpens*, *Tachelospermum asiaticum* Asian Jasmine, *Callistemon Citrinus 'Little John'*, *Malva alcea*, Pink Mallow, and *Rosmarinus officinalis 'Tuscan Blue'*.
 - **Existing Rider Street irrigation** – There is existing landscape improvements at the corner of Evans Road and along Rider Street, these existing landscape improvements will need to be modified, the applicant will need to submit for review and approval of these modification to existing corner of Evans Rd and Rider St.
 - **Existing Evans Road** – The City of Perris requires that the Developer / Property owner to protect in place the existing off-site landscape improvement within the public right-of-way along Evans Road. The applicant shall submit for review and approval any modifications to the existing right-of-way landscape along Evans Road if modifications are required.
 - **Evans Rd. Parkway Replacement/Enhancement** – Replace missing plants, Trees: *Magnolia Grandiflora*, *Ulmus pavifloia*. Use of drought resistant shrubs and ground cover will consist of: *Carolina Laure Cherry*, *Xylosma Compacta*, *Indian Hawthorn*, *Diets Fortnight lily*, *Rosmarinus officinalis 'Tuscan Blue'*, *Society garlic*.
 - **Evans Road and Median** - The proposed development will benefit from existing landscape maintenance district facilities, including the Evans Road parkway and medians, which serves the existing development. Therefore, the project shall annex into a new Landscape District Benefit Zone and pay is fair share of the maintenance of the existing median facilities.
 - **Enhanced Corner cut-back** – The corner cut-back design should mirror the Northwest corner along Rider St and Evans Road, with the same planting pallet for Evans Road and Rider Street including a two-tier monument design. (Public Works can provide a conceptual design if needed).
- 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 Rainbird XBT-20PC w/ Diffuser, or equal on flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (Weather Trak ET Pro3, or equal, with Rain Sensor). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.
- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape

areas, indicating the amount of landscaping the district will be required to maintain.

- d. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.
- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.
- g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
- h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all gravel, rock, or cobble areas.
- i. **Wire Mesh and Gravel at Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.
- j. **Concrete Maintenance Band at Medians and Mortar Cobble turn Land** – Provide 12" wide concrete maintenance band (safety edge) around entire median. At turn pockets provide mortared cobble creek bed, round stone sized 6" to 12".
- k. **Perimeter Walls Graffiti Coating** – Provide anti-graffiti coating at all perimeter walls. Acceptable products shall include Vitrocem Anti-Graffiti Coating or equal.

- **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

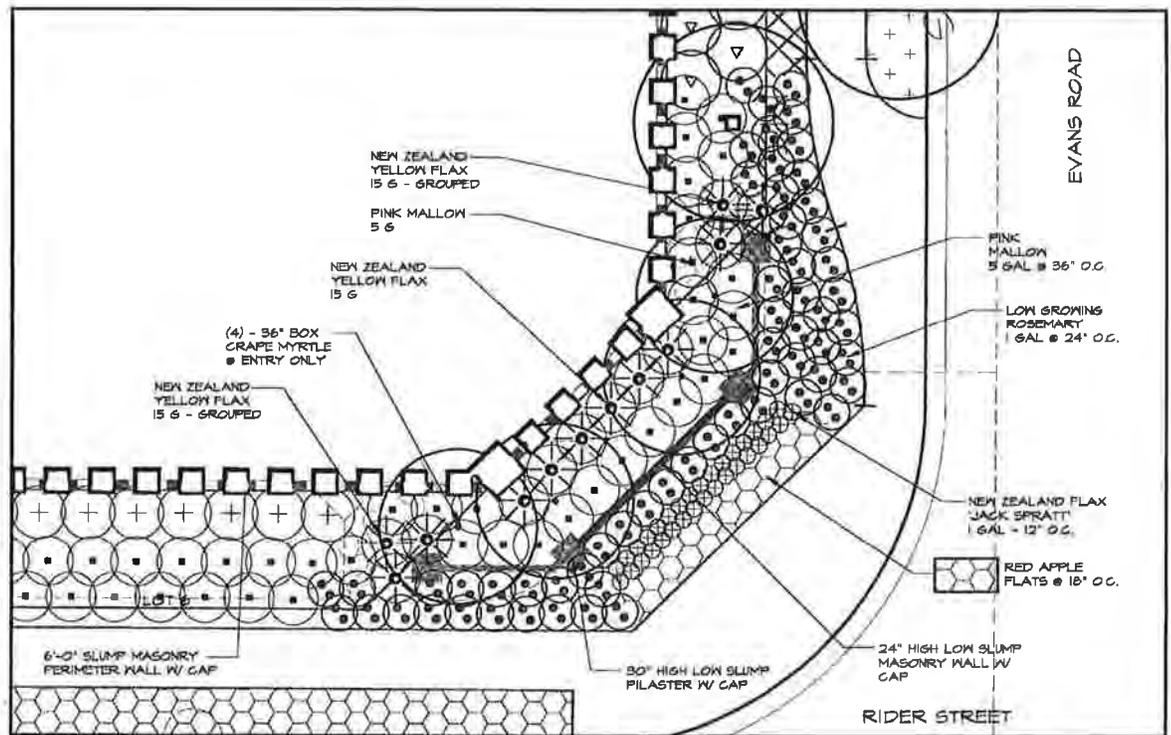
Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact 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 landscape proposed by the project on Rider Street and pay it fair share of the existing landscape improvements for the Evans Road parkway and median (BZ 60).
 - **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.

CORNER CUT-BACK EXHABIT



PRIMARY ENTRY MONUMENT @ RIDER STREET/
EVANS ROAD PLAN VIEW

SCALE: 1" = 8'-0"

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

Planning Case File No(s): DPR 21-00014

Case Planner: Douglas Fenn

Applicant: Katie Rounds

Location: Southwest corner of Rider street and Evans Ave.

Project: A proposal to Amend the May Ranch Specific Plan to rezone a 16-acre parcel from Commercial Zone to Multi Family Residential for the proposed development of a 2 to 3 story 300-unit Apartment complex with associated clubhouse, pool, parking, landscaping and open space.

APN(s): 300-090-004

Reviewed By: David J. Martinez, CBO

Date: 08-02-23

BUILDING AND SAFETY CONDITIONS

1. Shall comply with the latest adopted State of California 2022 editions of the following codes as applicable:
 - A. 2022 California Building Code
 - B. 2022 California Electrical Code
 - C. 2022 California Mechanical Code
 - D. 2022 California Plumbing Code
 - E. 2022 California Energy Code.
 - F. 2022 California Fire Code
 - G. 2022 California Green Building Standards Code.
 - H. 2022 California Residential Cod
2. You will be required to provide proper fire access to the entire site.
3. The proposed development will have to comply with the new EV charging station regulations in conformance with the 2022 California Green Building Standards.
4. You will have to comply with the Title 24 and ADA Access regulations for the Apartments, for any recreational use, common uses, swimming pool, club house, fitness building, tot lot for the complex and the entire site,
5. The proposed structures will have to have fire sprinklers
6. No proposed structures can be built across any property lines. The property lines will have to be moved or adjusted to allow for the required setbacks for each building.

7. You will have to provide elevators for any of the three-story buildings.
8. Riverside County Health Departments review and approval will be required for the swimming pool , fitness center and for the club house 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



CITY OF PERRIS
COMMUNITY SERVICES

MEMO

Date: September 15, 2023

To: Mathew Evans, 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 21-00041, Specific Plan Amendment 21-05249 – The Applicant proposes to Amend the May Ranch Specific Plan to rezone a 16-acre parcel of property from the Commercial Zone designation to Multiple Family Residential (MFR-22) Development Plan Preview proposes a 2-3 story 300 Unit Apartment Complex with associated clubhouse, pool, parking, landscaping, and open space on 16 acres. – Conditions

Community Services Staff reviewed DPR 21-00041 and SPA 21-05249 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)

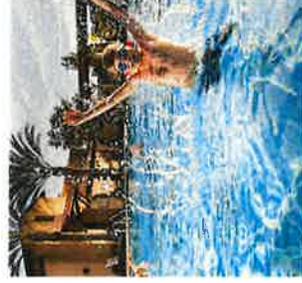
Attachment 3

Project Plans (Site Plan and Building Elevations) – Informtional Purpose



LEGEND

- 1 Primary Entry with Formal Trees
- 2 Enhanced Amenity Entrance with Specimen Tree
- 3 Informal Dog Park With Shade Structure and Seating
- 4 Blade Wall with Signage
- 5 Shade Structure with BBQ
- 6 Tot Lot - Ages 5-12
- 7 Seating under Shade Trees
- 8 Pool and Clubhouse
- 9 Screen Trees with Landscape
- 10 Secondary Entry Way With Signage
- 11 Open Lawn
- 12 Formal Dog Park with Dog Wash and Seating (Fenced)
- 13 Enhanced Corner Cut-Back Landscape Design w/ Two Tier Monument
- 14 Undulating Perimeter Wall/Fence with Decorative Pilasters
- 15 Streetscape per City Landscape Design Guidelines. (Refer to Master Plant Legend L-17)
- 16 Trash Enclosure
- 17 Existing Street Trees to remain and be protected in place





NOTE: PERSPECTIVE RENDERING IS APPROXIMATE REPRESENTATION OF BUILDING HEIGHT AND SANITATION/UTILITIES/MECHANICAL OVERLAYS FOR ACTUAL DESIGN/CONSTRUCTION. SITE FURNITURE/PLANTINGS/NOTES TO LANDSCAPE/GRADING.

BUILDING PERSPECTIVE
PROJECT MAIN ENTRY

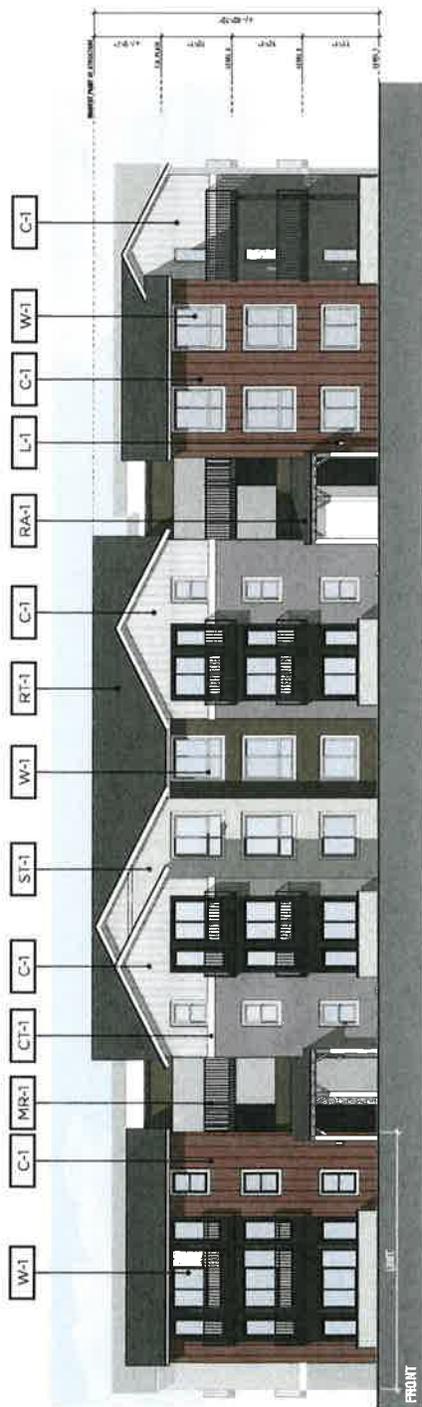
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KAIDENCE PERRIS
PERRIS, CA
PCH # 2022-062

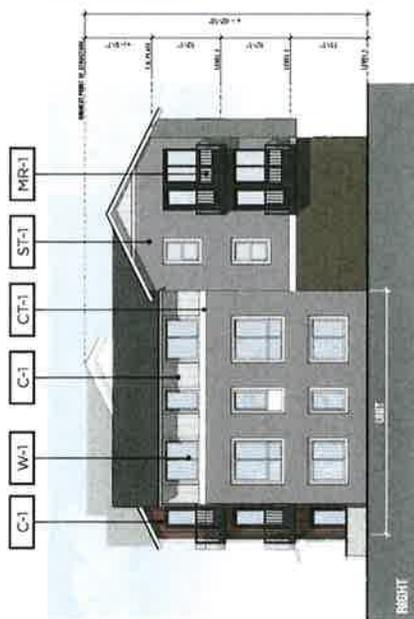


THE KAIDENCE GROUP

ENTITLEMENT SET #4
OCTOBER 11, 2023



1 - FRONT ELEVATION



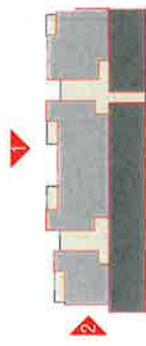
2 - RIGHT ELEVATION



BUILDING PERSPECTIVE

MATERIAL LEGEND

- C-1 COMPOSITE BOARD & BATTEN SIDING
- MR-1 METAL RAILING
- RT-1 CONCRETE FLAT ROOF TILE
- ST-1 STUCCO
- W-1 VINYL WINDOW
- CT-1 COMPOSITE TRIM
- L-1 DECORATIVE LIGHTING
- RA-1 SHED ROOF AWNING WITH EXPOSED RAFTERS AND BRACKET SUPPORTS



BUILDING KEY PLAN

THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFIC TO THE ARCHITECT'S CHARGE.

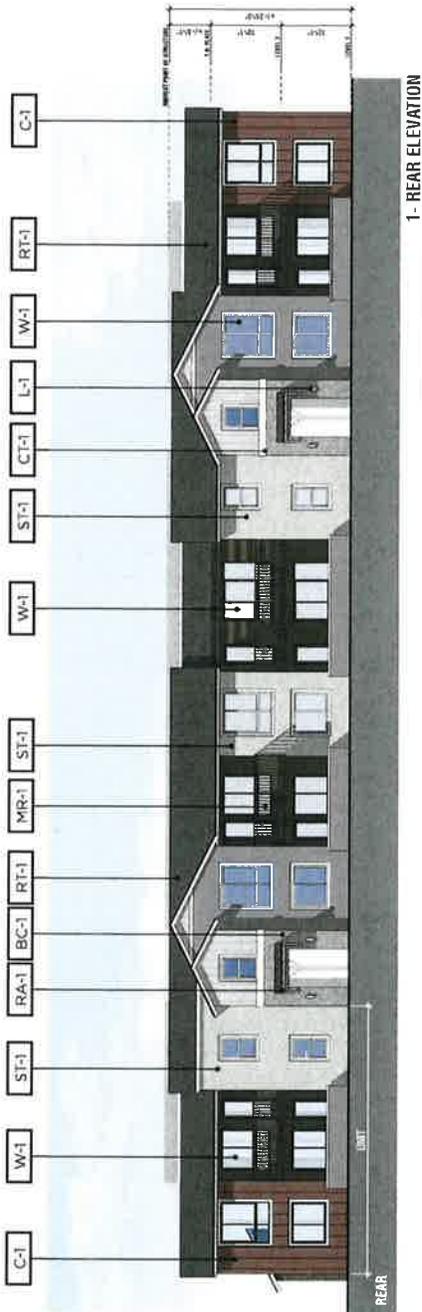
A-2.9

**BUILDING 200A
ELEVATIONS FRONT & RIGHT**

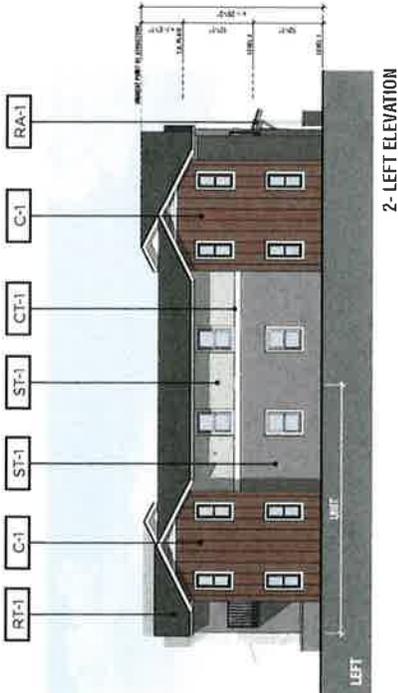
PERMIT FRONT SET #4
OCTOBER 11, 2023



KADENCE PERRIS
PERRIS, CA
TCN # 2022-022



1 - REAR ELEVATION



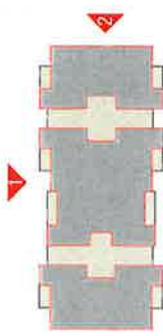
2 - LEFT ELEVATION



BUILDING PERSPECTIVE

MATERIAL LEGEND

- COMPOSITE BOARD & BATTEN SIDING
- METAL RAILINGS
- CONCRETE FLAT ROOF TILE
- STUCCO
- VINYL WINDOW
- COMPOSITE TRIM
- DECORATIVE LIGHTING
- BRICK CLADDING
- SHED ROOF, AWNINGS WITH EXPOSED RAFTERS AND BRACKET SUPPORTS



BUILDING KEY PLAN

BUILDING 100A
ELEVATIONS REAR & LEFT

ALL ELEVATION PERSPECTIVE RENDERINGS ARE FOR INFORMATIONAL PURPOSES ONLY. MATERIALS AND FINISHES SHOWN ARE APPROXIMATIONS. MATERIAL AND FINISHES SHOULD BE CONFIRMED WITH THE ARCHITECT AND SUPPLIER. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

Attachment 4

City Council Agenda Submittal Without
Exhibits - Dated November 14, 2023



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 14, 2023

SUBJECT: Specific Plan Amendment (SPA) 21-05249 and Development Plan Review (DPR) 21-00014 – A proposal to facilitate the construction of a new 300-unit multi-family residential development on 14.68 acres, located at the southwest corner of Rider Street and Evans Road consisting of the following: 1) Specific Plan Amendment to amend the May Ranch Specific Plan (MRSP) to rezone 14.68 acres from Commercial (C) Zone to Multi-Family Residential (MFR) Zone and to create Multi-Family Residential standards for Planning Area (PA) 22; and 2) Development Plan Review for the site plan, building elevations, and recreation amenities. Applicant: Katie Rounds, The Kaidence Group.

REQUEST: Introduce the First Reading of the Ordinance (*next in order*) approving Specific Plan Amendment 21-05249 to amend the May Ranch Specific Plan (MRSP) to rezone 14.68 acres from Commercial (C) Zone to Multi-Family Residential (MFR) Zone and to create Multi-Family Residential standards for Planning Area (PA) 22; and

Adopt Resolution Number (*next in order*) approving Mitigated Negative Declaration No. 2391 and the Mitigation Monitoring and Reporting Program; and approve Development Plan Review (DPR) 21-00014 to facilitate the construction of a 300-unit multi-family residential development, based on the findings and subject to the Conditions of Approval.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND

On October 18, 2023, the Planning Commission unanimously voted 5-0 to recommend approval to the City Council of the proposed Kaidence Apartment project, a proposal to facilitate the construction of a new 300-unit market rate multi-family residential development on 14.68 acres, located at the southwest corner of Rider Street and Evans Road consisting of the following: 1) Specific Plan Amendment to amend the May Ranch Specific Plan (MRSP) to rezone 14.68 acres from Commercial (C) Zone to Multi-Family Residential (MFR) Zone and to create Multi-Family

Residential standards for Planning Area (PA) 22; and 2) Development Plan Review for the site plan, building elevations, and recreation amenities.

The Planning Commission (PC) unanimously supported the project, as the applicant made significant enhancements to the development based on the feedback of the initial PC meeting on September 20, 2023, and at a follow-up Ad Hoc meeting on October 3, 2023, to refine the project's design. The notable improvements include updating and enhancing the architecture to better blend with the architecture of the existing neighborhood, moving the workout building further away from the residential area, and minimizing the number of windows facing the existing residential development to the south with a minimum 30-foot setback from the property line with an enhanced landscaping buffer with mature trees.

PROJECT DESCRIPTION

Specific Plan Amendment & Multiple-Family Residential Development

The project proposal involves amending the May Ranch Specific Plan (MRSP) Planning Area (PA) 22 by rezoning 14.68 acres located at the southwest corner of Rider Street and Evans Road from a Commercial Zone to a Multi-Family Residential (MFR) Zone and creating development standards for MFR zone to facilitate the construction of a 300-unit apartment community with 17 residential buildings. The 17 residential buildings include three building types, Building 100A (two-story), Building 100B (two-story), and Building 200A (three-story), containing 91 one-bedroom units, 167 two-bedroom units, and 42 three-bedroom units. Each unit includes a kitchen, living room, dining room, bedroom(s), bathroom(s), laundry room, private open space, and a single-car garage. The parking for development includes 135 one-car garage spaces, 300 carport parking spaces and 203 uncovered parking spaces proposed throughout the project site, with a total of 638 parking spaces provided.

Project Amenities

Recreational amenities are distributed throughout the Project site consisting of outdoor seating areas, a covered BBQ and picnic tables area, formal and informal dog parks, a tot-lot play area, a community pool with spa, and a 5,445 square foot clubhouse/lease office/ recreation fitness building. All common open space areas, recreational amenities, and multi-family buildings are connected through a pedestrian walkway system. All amenities will be for residents only. The common open space for the site totals over 161,600 square feet, or 25.3% of the site.

Access and Circulation

Two (2) access points are provided on Rider Street and one on Evans Road. The access on Rider Street includes the primary access to the site provided via a 50-foot-wide driveway off Rider Street enhanced with a raised landscape center median that leads into the community focal point (Amenity Building). An additional secondary access on Rider Street is a controlled right-turn/right-out-only driveway, which is provided on the westerly side along Rider Street. The secondary access on Evans Road via a 50-foot-wide driveway, which includes a complete turnaround with a raised landscape circular median.

ENVIRONMENTAL DETERMINATION

An Initial Study was prepared for the project per the California Environmental Quality Act (CEQA), which concluded that all potential significant environmental effects could be reduced to less than significant levels with mitigation measures. In accordance with the California Environmental Quality Act (CEQA), a Notice of Intent to adopt a Mitigated Negative Declaration (NOI) was published with a 30-day public review period starting on August 18, 2023, and ending on September 18, 2023. The NOI was also posted on the City's website and at City Hall and sent to public agencies and property owners within a 300-foot radius of the Project site. The IS/MND 2391 has been available for public review at the Development Services public counter and on the City's website (Exhibit G).

PUBLIC HEARING NOTICE

A public hearing notice for the Planning Commission and City Council meetings was published in the local newspaper and sent to agencies and property owners within 300 feet of the project site. As of the writing of the staff report, no additional comments have been received by staff.

RECOMMENDATION

The Planning Commission recommends to the City Council the following: 1) Introduce the First Reading of the Ordinance (*next in order*) approving Specific Plan Amendment 21-05249 to amend the May Ranch Specific Plan (MRSP) to rezone 14.68 acres from Commercial (C) Zone to Multi-Family Residential (MFR) Zone and to create Multi-Family Residential standards for Planning Area (PA) 22; and 2) Adopt Resolution Number (*next in order*) approving Mitigated Negative Declaration No. 2391 and the Mitigation Monitoring and Reporting Program; and approve Development Plan Review (DPR) 21-00014 to facilitate the construction of a 300-unit multi-family residential development, based on the findings and subject to the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: All costs associated with the project are borne by the applicant.

Prepared by: Mathew Evans, Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:
City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments:

1. Ordinance Number (*next in order*) Adopting Specific Plan Amendment 21-05249
2. Resolution Number (*next in order*) approving Mitigated Negative Declaration No. 2391 and the Mitigation Monitoring and Reporting Program; and approve Development Plan Review (DPR) 21-00014 and Conditions of Approval (Planning, Engineering, Fire, Public Works, Community Services, and Building & Safety)
3. Location/Aerial Map

4. Existing and Proposed May Ranch Specific Plan Map
5. MARB Airport Overlay Map
6. Revised May Ranch Specific Plan
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-383#docan1206_1313_479
7. Project Plans (Revised Site Plan, Floor Plans, Revised Building Elevations, and Revised Conceptual Landscape Plans)
Due to the size of the file, only the landscape/site plan, perspective elevations, and one elevation section are included in the hard copy package, the remaining plans are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-383#docan1206_1313_479
8. Initial Study/Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, Associated Technical Studies.
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-383#docan1206_1313_479
9. Planning Commission Report without exhibits – Dated October 18, 2023.
10. Planning Commission Report without exhibits – Dated September 20, 2023.

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



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 28, 2023

SUBJECT: Second Reading Ordinance No. 1438 Amending Chapter 3.40 (Marijuana Tax) to Title 3 (Revenue and Finance) of the Perris Municipal Code

REQUESTED ACTION: Second Reading of Ordinance No. 1438 approving amendments to Chapter 3.40 (Marijuana Tax) to Title 3 (Revenue and Finance) of the Perris Municipal Code, subject to the information contained in the staff report and making findings in support thereof.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

The City Council, at its meeting on November 14, 2023, voted 4-0 (Nava absent) to adopt Urgency Ordinance No. 1437 and to introduce the first reading of Ordinance No. 1438 for the purpose of providing updates/clean-up of the Marijuana Tax Ordinance to facilitate the efficient administration and collection of the Marijuana Tax, as it applies to distributors and manufacturers. The Urgency Ordinance came into effect immediately after the Council's adoption on November 14, 2023, and the Regular Ordinance would go into effect 30 days after the second reading of the Ordinance.

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt the second reading of Ordinance No. 1438 to clarify the provisions related to the collection of the Marijuana Tax, which upon adoption, would become effective on December 29, 2023.

BUDGET (or FISCAL) IMPACT: There is no budget impact for this item.

Prepared by: Kenneth Phung, Director of Development Services

REVIEWED BY:

City Attorney _____
Assistant City Manager WB

Deputy City Manager EE

- Attachments: 1. Regular Ordinance
2. City Council Agenda Submittal – Dated November 14, 2023

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

ATTACHMENT 1
Regular Ordinance No. 1438

ORDINANCE NO. 1438

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 3.40 (MARIJUANA TAX) OF TITLE 3 (REVENUE AND FINANCE) OF THE PERRIS MUNICIPAL CODE

WHEREAS, in 2016, Ordinance No. 1329 was adopted, approving and implementing a marijuana dispensary tax and a marijuana cultivation tax by adding Chapter 3.40 (Marijuana Tax) to Title 3 (Revenue and Finance) of the Perris Municipal Code (“PMC”), and further states that the City Council may amend thereof in any manner so long as such amendments do not result in an increase of a tax rate as provided therein; and

WHEREAS, in 2018, Ordinance No. 1359 was adopted, approving and implementing a marijuana distribution tax and a marijuana manufacturing tax by amending Chapter 3.40 (Marijuana Tax) of Title 3 (Revenue and Finance) of the PMC, and further states that the City Council may amend thereof in any manner so long as such amendments do not result in an increase of a tax rate as provided therein; and

WHEREAS, the City Council desires to amend certain sections of Chapter 3.40 (Marijuana Tax) of Title 3 (Revenue and Finance) of the PMC (“Chapter 3.40”) to clarify provisions relating to the administration of the tax contemplated by Chapter 3.40 and, therefore, this Ordinance does not increase any tax rates; and

WHEREAS, the City Council deemed it necessary to adopt Urgency Ordinance No. (next in order) pursuant to Government Code Sections 36937(b) and 36937(d) for the aforementioned reason, in the short term, to immediately preserve the public peace, health, and safety by ensuring that a source of City revenue used for general services (including services preserving the public peace, health, and safety such as police and fire services) that are provided to the City’s residents is not disrupted and as an ordinance relating to the efficient administration of the tax provided in Chapter 3.40 in which the revenue is used for the usual and current expenses of the City until this Ordinance takes effect.

NOW, THEREFORE, the City Council of the City of Perris, California hereby ordains as follows:

Section 1. Recitals. The foregoing recitals are true and correct, and are incorporated herein by reference as findings of fact.

Section 2. Section 3.40.030 (Operations) of Chapter 3.40 (Marijuana Tax) of Title 3 (Revenue and Finance) of the Perris Municipal Code is hereby amended to read (new text is identified in underline, deleted text in ~~strikethrough~~):

“Sec. 3.40.030. - Operation.

(a) Failure to pay the taxes set forth in this chapter shall be subject to penalties, interest charges, and assessments as the city council may establish and the city may use any or all other enforcement remedies provided in this Code.

(b) The city council may impose the tax authorized by this chapter at a lower rate and may establish exemptions, incentives, or other reductions, and penalties and interest charges or assessments for failure to pay the tax in a timely manner, as otherwise allowed by Code or California law. No action by the council under this section shall prevent it from later increasing the tax or removing any exemption, incentive, or reduction, and restoring the maximum tax specified in this chapter.

(c) The payment of the tax required pursuant to this chapter shall not be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner. Nothing in this chapter shall be applied or construed as authorizing the sale or cultivation of marijuana.

(d) Taxes provided for under the provisions of this chapter are not sales or use taxes and shall not be calculated or assessed as such. The taxes shall not be separately identified or otherwise specifically assessed or charged to any individual member, consumer or customer; rather, the taxes are imposed upon the medical marijuana dispensary, ~~and/or~~ medical marijuana cultivation operation, distributor, and/or commercial manufacturer.

(e) The finance director shall promulgate rules, regulations, and procedures to implement and administer this chapter to ensure the efficient and timely collection of the tax imposed by this chapter, including without limitation, formulation and implementation of penalties and interest to be assessed for failure to pay the tax as provided.”

Section 3. Section 3.40.060 (Refunds) of Chapter 3.40 (Marijuana Tax) of Title 3 (Revenue and Finance) of the Perris Municipal Code is hereby amended to read (new text is identified in underline, deleted text in ~~strikethrough~~):

“Sec. 3.40.060. - Refunds.

(a) No refund shall be made of any tax collected pursuant to this chapter, except as provided in this section.

(b) No refund of any tax collected pursuant to this chapter shall be made because of the discontinuation, dissolution, or other termination of a medical marijuana dispensary, ~~or~~ cultivation operations, distributor, or commercial manufacturer.

(c) Any person entitled to a refund of taxes paid pursuant to this chapter may elect in writing to have such refund applied as a credit against medical marijuana taxes for the next term.

(d) Whenever the amount of any tax, penalty, or interest has been overpaid, paid more than once, or has been erroneously or illegally collected or received by the city under this chapter, such amount may be refunded to the claimant who paid the tax provided that a written claim for refund is filed with the finance director.

(e) The finance director shall have the right to examine and audit all the books and business records of the claimant in order to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant therefor refuses to allow such examination of claimant's books and business records after request by the finance director to do so.

(f) In the event that the tax was erroneously paid and the error is attributable to the city, the entire amount of the tax erroneously paid shall be refunded to the claimant. If the error is attributable to the claimant, the city shall retain the amount set forth in this chapter from the amount to be refunded to cover expenses.

(g) The finance director shall initiate a refund of any tax which has been overpaid or erroneously collected whenever the overpayment or erroneous collection is uncovered by a city audit of tax receipts. In the event that the tax was erroneously paid and the error is attributable to the city, the entire amount of the tax erroneously paid shall be refunded to the claimant. If the error is attributable to the claimant, the city shall retain the amount set forth in this chapter from the amount to be refunded to cover expenses.”

Section 4. Section 3.40.080 (Debts; deficiencies; assessments; hearings) of Chapter 3.40 (Marijuana Tax) of Title 3 (Revenue and Finance) of the Perris Municipal Code is hereby amended to read (new text is identified in underline, deleted text in ~~strikethrough~~):

“Sec. 3.40.080. - Debts; deficiencies; assessments; hearings.

(a) The amount of any tax, penalties, and interest imposed by the provisions of this chapter shall be deemed a debt to the city and any person operating a medical marijuana dispensary, ~~or~~ cultivation operation, distributor, or commercial manufacturer without also making payment to the city of the taxes imposed by this chapter shall be liable in an action in the name of the city in any court of competent jurisdiction for the amount of the tax, and penalties and interest imposed on such medical marijuana dispensary, ~~or~~ cultivation operation, distributor, or commercial manufacturer.

(b) If the finance director is not satisfied that any statement filed as required under the provisions of this chapter is correct, or that the amount of tax is correctly computed, the finance director may compute and determine the amount to be paid and make a deficiency determination upon the basis of the facts contained in the statement or upon the basis of any information in his or her possession or that may come into his or her possession. One or more deficiency determinations of the amount of tax due for a period or periods may be made. When a person discontinues engaging in the business of medical marijuana dispensary, ~~or~~ cultivation operation, distributor, or commercial manufacturer, a deficiency determination may be made at any time within three years thereafter as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due.

(c) Under any of the following circumstances, the finance director may make and give notice of an assessment of the amount of tax owed by a person under this chapter:

(1) If the person has not filed any statement or return required under the provisions of this chapter.

(2) If the person has not paid any tax due under the provisions of this chapter.

(3) If the person has not, after demand by the finance director, filed a corrected statement or return, or furnished to the finance director adequate substantiation of the information

contained in a statement or return already filed, or paid any additional amount of tax due under the provisions of this chapter.

(4) If the finance director determines that the nonpayment of any tax due under this chapter is due to fraud, a penalty of 25 percent of the amount of the tax shall be added thereto in addition to penalties and interest otherwise stated in this chapter.

(5) The notice of assessment shall separately set forth the amount of any tax known by the finance director to be due or estimated by the finance director, after consideration of all information within the finance director's knowledge concerning the business and activities of the person assessed, to be due under each applicable section of this chapter, and shall include the amount of any penalties or interest accrued on each amount to the date of the notice of assessment.

(6) The notice of assessment shall be served upon the person either by handing it to him or her personally, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the person at the address of the location of the business appearing on the face of the business tax certificate issued under this Code or to such other address as he or she shall register with the finance director for the purpose of receiving notices provided under this chapter; or, should the person have no business tax certificate issued and should the person have no address registered with the finance director for such purpose, then to such person's last known address. For the purposes of this section, a service by mail is complete at the time of deposit in the United States mail.

(d) Within ten days after the date of service of an assessment of the amount of tax owed by a person under this chapter, the person may apply in writing to the finance director for a hearing on the assessment. If application for a hearing before the city is not made within the time herein prescribed, the tax assessed by the finance director shall become final and conclusive. The procedures for such a hearing shall be conducted as required by law and as follows:

(1) The city council delegates its authority to conduct such a hearing on the assessment to an independent hearing officer. The compensation of the hearing officer shall not depend on any particular outcome of the appeal. The hearing officer shall have full authority and duty to preside over the hearing on the assessment in the manner set forth herein and as required by law.

(2) Within 30 days of the receipt of any such application for hearing, the finance director shall cause the matter to be set for hearing before an independent hearing officer, unless a later date is agreed to by the finance director and the person requesting the hearing.

(3) Notice of such hearing shall be given by the finance director to the person requesting such hearing not later than five days prior to such hearing. The hearing officer may continue the administrative hearing from time to time. At such hearing said applicant may appear and offer evidence why the assessment as made by the finance director should not be confirmed and fixed as the tax due. In conducting the hearing, the hearing officer shall not be limited by the technical rules of evidence. Failure of the person who applied for a hearing on the assessment to appear shall not affect the validity of the proceedings or order issued thereon.

(4) Upon conclusion of the hearing, or no later than ten days after the conclusion of the hearing, the hearing officer shall determine and reassess the proper tax to be charged and shall give written notice to the person in the manner prescribed in this chapter for giving notice of assessment, and the hearing officer shall submit its decision and the record to the city clerk. The decision of the hearing officer shall be final and conclusive.”

Section 5. CEQA. The City Council finds that this Ordinance is not subject to the CEQA pursuant to both the exemption provided by Sections 15060(c)(3) and 15061(b)(3) of the CEQA Guidelines. This Ordinance is not a project under CEQA because it relates to general policy and procedure making for the purposes of administration of the tax contemplated by Chapter 3.40. Further, it can be seen with a certainty that this Ordinance has no significant effect upon the environment, because it merely relates to the manner in which the City collects the tax contemplated by Chapter 3.40.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Ordinance, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Section 7. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 8. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED and ADOPTED at a regular meeting of the Perris City Council on this ____ day of November, 2023.

Michael M. Vargas, Mayor

ATTEST:

Nancy A. Salazar, City Clerk

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number 1438 was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ____ day of November, 2023, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, Nancy Salazar

ATTACHMENT 2

**City Council Agenda Submittal – Dated
November 14, 2023**



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 14, 2023

SUBJECT: Adoption of Urgency Ordinance and Introduce First Reading of Regular Ordinance Amending Chapter 3.40 (Marijuana Tax) to Title 3 (Revenue and Finance) of the Perris Municipal Code

REQUESTED ACTION: Adopt Urgency Ordinance No. (Next in Order) Amending Chapter 3.40 (Marijuana Tax) to Title 3 (Revenue and Finance) of The Perris Municipal Code and

Introduce the First Reading of Ordinance No. (Next in Order) Amending Chapter 3.40 (Marijuana Tax) To Title 3 (Revenue and Finance) of the Perris Municipal Code.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

At the November 2016 election, Perris voters approved Ordinance No. 1329, which approved and implemented a marijuana dispensary tax and a marijuana cultivation tax by adding Chapter 3.40 (Marijuana Tax) to Title 3 (Revenue and Finance) of the Perris Municipal Code (“PMC”). Subsequently, on November 2018, the voters approved Ordinance No. 1359, which approved and implemented a marijuana distribution tax and a marijuana manufacturing tax by amending Chapter 3.40 (Marijuana Tax) to Title 3 (Revenue and Finance) of the PMC. Both ordinances permit the City Council to make amendments to Chapter 3.40, provided that the amendments do not increase the tax rates beyond what was already approved by the voters.

There are two (2) ordinances attached to this submittal, an Urgency Ordinance and a Regular Ordinance, for the purpose of providing updates/clean-up related to the adoption of Ordinance No. 1359 to facilitate the efficient administration and collection of the Marijuana Tax pursuant to Chapter 3.40. In short, these ordinances clarify that provisions relating to the collection of the tax as they apply to distributors and manufacturers.

Attachment 1 is an Urgency Ordinance making these changes in the short term and would go into effect immediately after City Council’s adoption on November 14, 2023, so that the changes can be implemented immediately. Pursuant to Government Code Sections 36934, 36937(b), and 36937(d), any ordinance “For the immediate preservation of the public peace, health or safety, containing a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the city council” and/or relating to “taxes for the usual and current expenses of the city” take effect immediately upon its adoption without a first and second reading. The findings required to support the Urgency Ordinance are stated in the proposed urgency ordinance. Attachment 2 is the same

ordinance and addresses this issue in the long term but would instead go into effect 30 days after its adoption and would require a first and second reading.

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt the attached Urgency Ordinance and further introduce for first reading the Regular Ordinance.

BUDGET (or FISCAL) IMPACT: There is no budget impact for this item.

Prepared by: Kenneth Phung, Director of Development Services

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

~~Attachments. 1. Urgency Ordinance
2. Regular Ordinance
3. Ordinance 1329 (Dispensary and Cultivation Tax)
4. Ordinance 1359 (Distribution and Manufacturing Tax)~~

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



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 28, 2023

SUBJECT: Annexation of DPR 22-00020 to Maintenance District No. 84-1 (Lighting)
 Owner(s): SCG/DP Markham Assemblage
 APN(s): 314-170-009, and 314-170-010, located on the south side of Markham Street between Webster and Patterson Avenues
 Project: DPR 22-00020- Industrial Building

REQUESTED ACTION: 1) Adoption of Resolution Ordering Preparation of the Engineer's Report
 2) Adoption of Resolution Preliminarily Approving Engineer's Report
 3) Adoption of Resolution of Intention to Annex DPR 22-00020 and setting a public hearing date of January 30, 2024

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION: DPR 22-00020 is a construction of a 89,000 square-foot industrial warehouse building on a 4.08-acre site, located on the south side of Markham Street between Webster and Patterson Avenues, within the Light Industrial (LI) Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP) (See attached Boundary Map).

The annexation of DPR 22-00020 will allow the City to finance the annual maintenance costs for seven (7) streetlights (three (3) new and four (4) existing).

BUDGET (or FISCAL) IMPACT: The current maximum annual assessment is \$810.38. Each year the current maximum annual assessment shall be increased by an amount equal to the greater of 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 or three percent (3%). 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 AB

Deputy City Manager ER

Attachments:

1. Vicinity Map
2. Resolution Ordering Preparation of the Engineer's Report
3. Engineer's Report
4. Resolution Preliminarily Approving Engineer's Report
5. Resolution of Intention to Annex DPR 22-00020 to Maintenance District No. 84-1

Consent: x

Public Hearing:

Business Item:

Presentation:

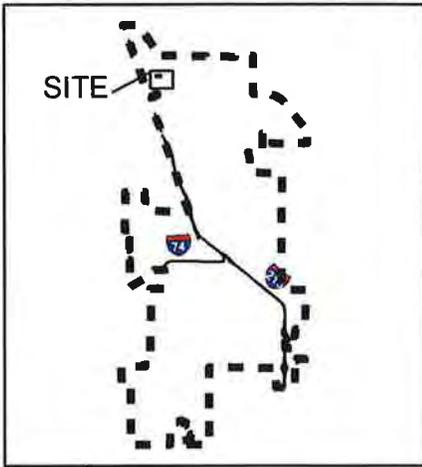
Other:

Attachment No. 1

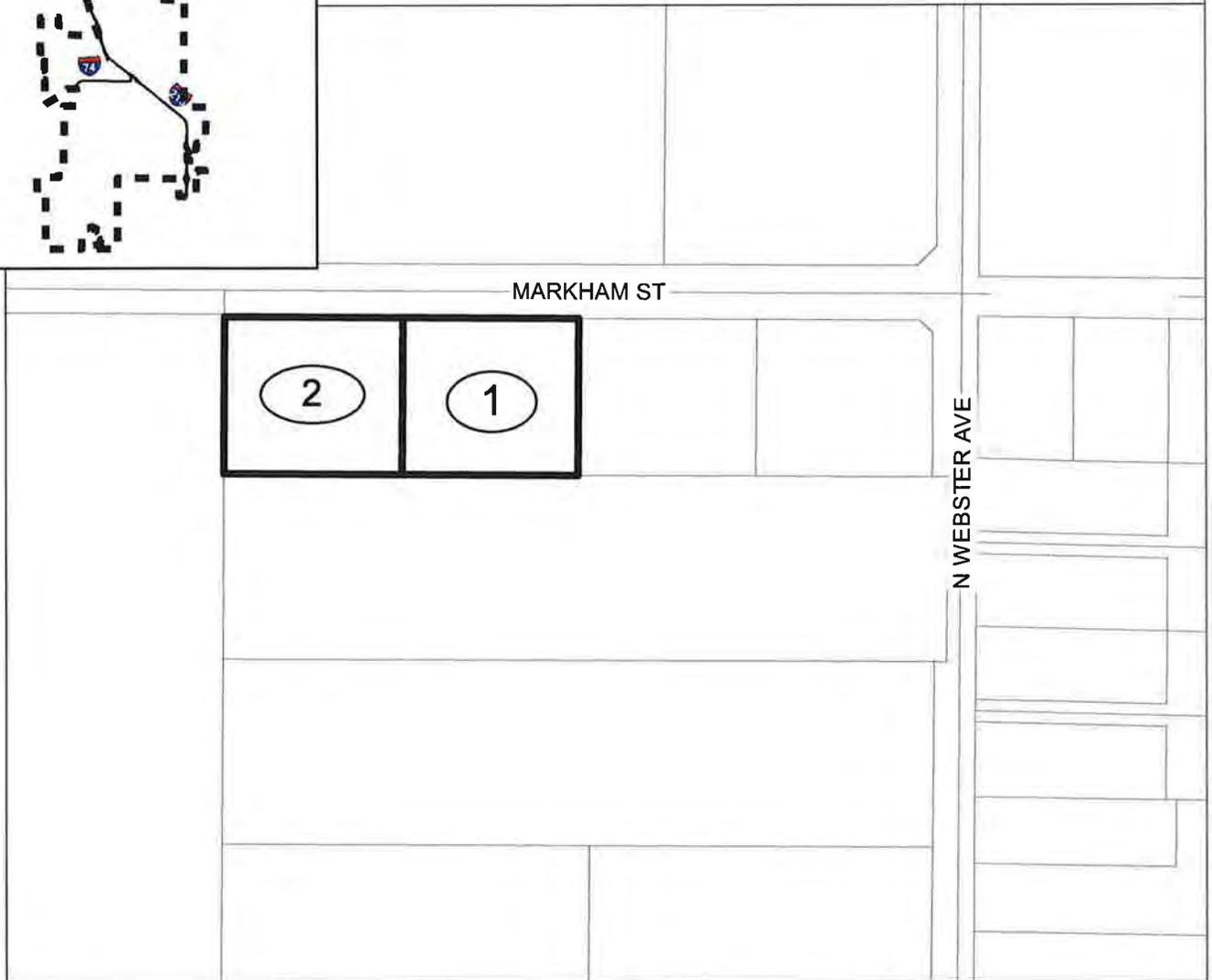
Vicinity Map

DIAGRAM OF ANNEXATION OF DPR 22-00020 TO MAINTENANCE DISTRICT NO. 84-1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-170-009
2	314-170-010



Attachment No. 2

Resolution to Order Engineer's Report

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF DPR 22-00020 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 City Engineer for the City of Perris, as the "Engineer of Work" for Maintenance District Number 84-1 and Willdan Financial Services has heretofore been appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code, State of California.

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

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

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

Section 3. That DPR 22-00020 be defined as that area to be annexed to the City of Perris Maintenance District Number 84-1.

Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled “Diagram of Annexation of DPR 22-00020 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 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 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 28th day of November, 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 28th day of November, 2023, by the following called vote:

Ayes:
Noes:
Absent:
Abstain:

City Clerk, Nancy Salazar

Attachment No. 3

Engineer's Report

AGENCY: City of Perris
PROJECT: Annexation of DPR 22-00020
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 DPR 22-00020
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 28th day of November, 2023.

**JOHN POURKAZEMI, 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 January, 2024, 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" was filed in the Office of the City Clerk on the 28th day of November, 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 seven (7) streetlights (three (3) new and four (4) existing). The streetlights to be installed and maintained are shown on the plans and specifications prepared by GEI Consultants, Inc, and entitled as:

“STREET LIGHTING PLANS FOR DEDEAUX PROPERTIES - 945 & 955 W. MARKHAM ST. CITY OF PERRIS - CITY FILE #P8-1497”

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

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

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

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

Facility	Quantity	Annual Cost	Total Cost
Street Lights			
Standard Output LED	0	\$57.96	\$0.00
High-Output LED	7	\$89.40	625.80
Maintenance and Replacement	7	\$61.20	428.40
Subtotal			\$1,054.20
Incidental Costs			\$158.13
City Contribution for Street Lights	7	-\$31.44	-\$220.08
Resolution (Approved Rate @ \$47.28/EBU)			-181.87
Balance to Assessment			\$810.38

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

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

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

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

The current annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities is equal to \$47.28 per benefit unit, shown as follows:

$$\frac{1.0 \text{ Assessed Acre}}{4.2 \text{ Benefit Units}} \times \frac{\$810.38}{4.08 \text{ AC}} = \$47.28 \text{ per Benefit Unit}$$

Each year the current maximum annual assessment shall be increased by an amount equal to the greater of 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 or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase projected for the upcoming fiscal year.

Reference is made to the FY 2023/2024 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 \$47.28 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, by Parcel, is as follows:

Parcel	APN	Taxable Acreage	Benefit Units	Estimated Maximum Annual Assessment
1	314-170-009	2.04	8.57	\$405.19
2	314-170-010	2.04	8.57	405.19
Total		4.08	17.14	\$810.38

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 DPR 22-00020. Said boundary is designated as "Diagram of Annexation

of DPR 22-00020 to Maintenance District No. 84-1, City of Perris, County of Riverside, State of California.” The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of annexation and benefit. Reference is made to the County Assessor’s Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor’s Maps for the fiscal year to which the "Report" applies.

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

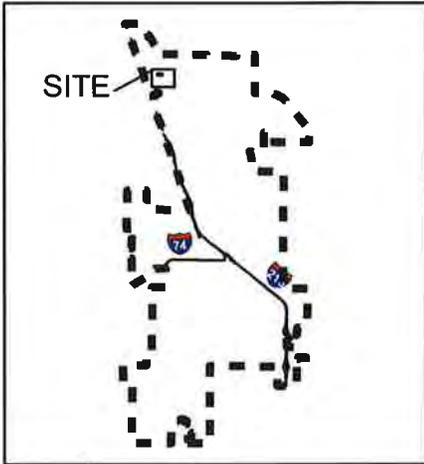
**Assessment Roll
Annexation of DPR 22-00020
To Maintenance District No. 84-1
City of Perris**

Assessment Number	Assessor Parcel Number	Estimated Annual Assessment	Fiscal Year 2023/2024
1	314-170-009	\$405.19	\$0.00
2	314-170-010	405.19	0.00
	Total	\$810.38	\$0.00

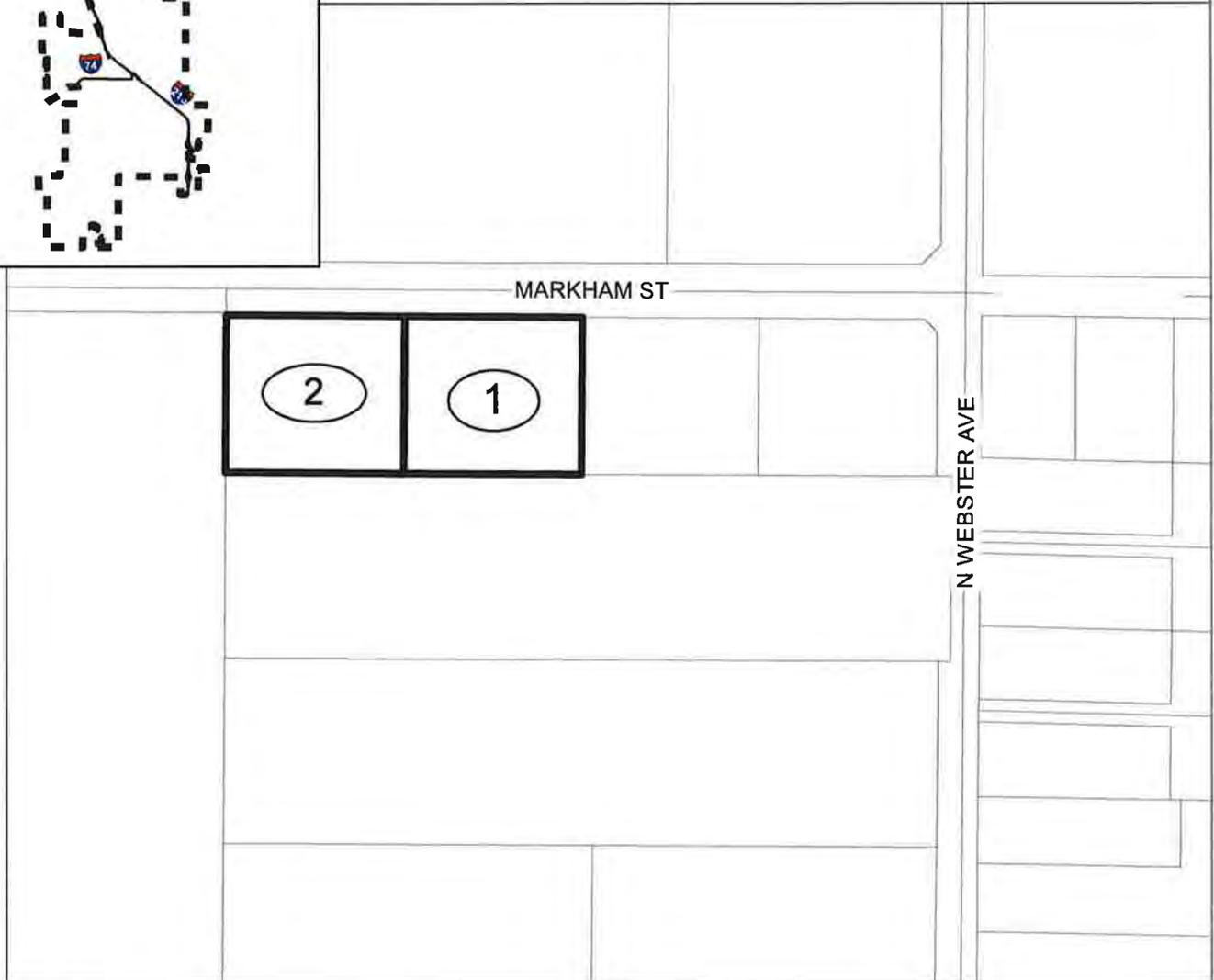
Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase projected for the upcoming fiscal year.

DIAGRAM OF ANNEXATION OF DPR 22-00020 TO MAINTENANCE DISTRICT NO. 84-1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-170-009
2	314-170-010



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

CONSENT AND WAIVER TO ANNEXATION

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

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

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

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

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

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

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

Dated: 8/15/2023



Signature

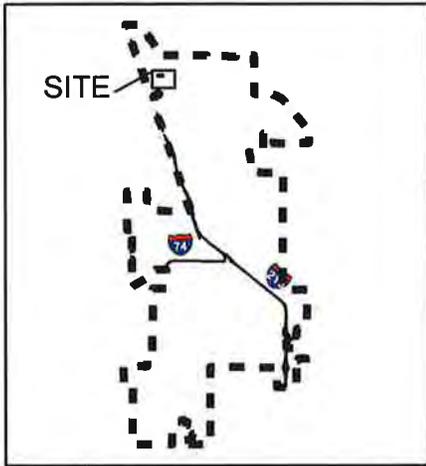
List Property Owner Name and Mailing Address

Please have notarized

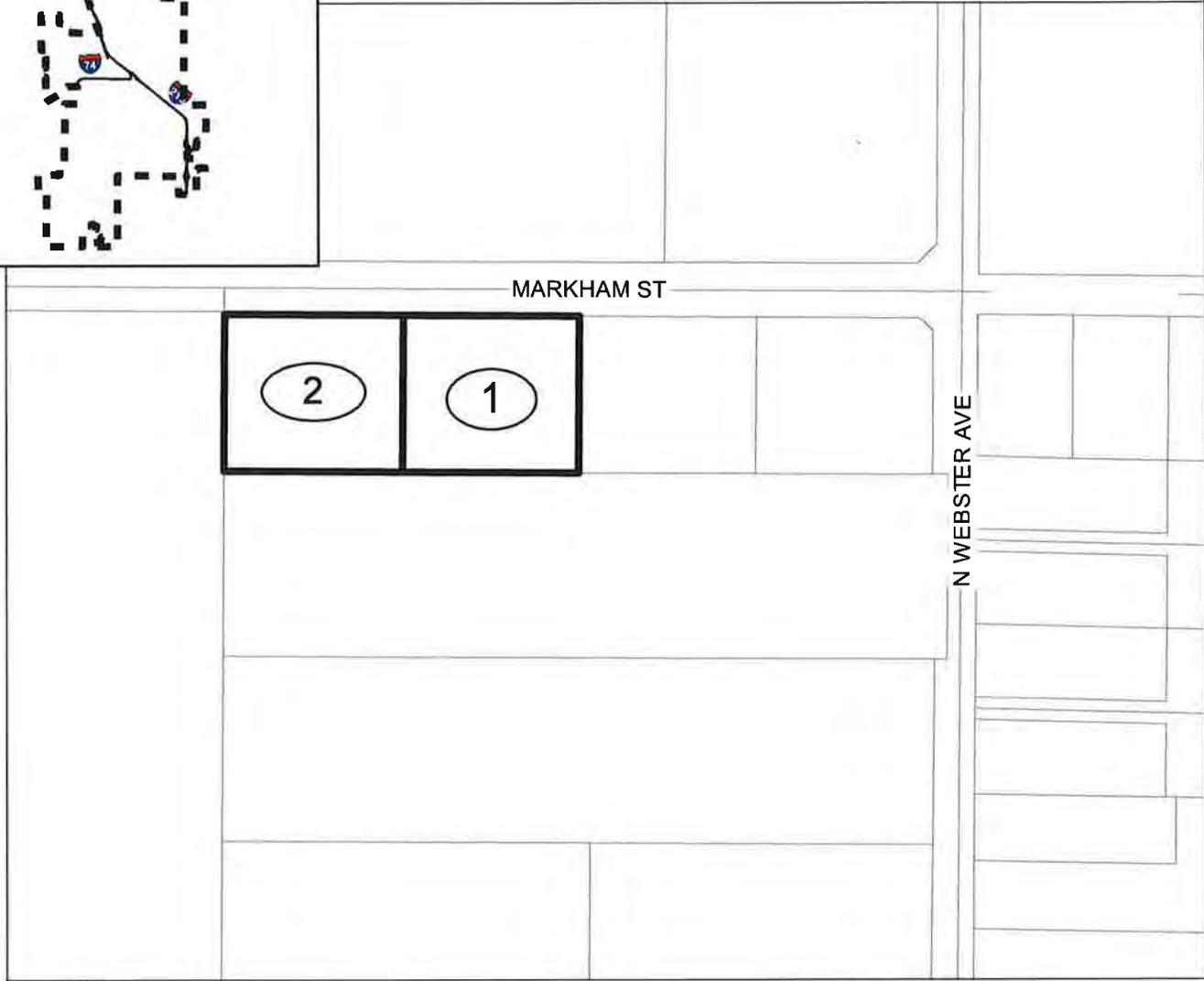
Attachment 1-3

EXHIBIT A TO CONSENT AND WAIVER ANNEXATION OF DPR 22-00020 TO MAINTENANCE DISTRICT NO. 84-1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-170-009
2	314-170-010



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 DPR 22-00020 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 28th day of November, 2023, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ____ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act in connection with the annexation of DPR 22-00020; 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 28th day of November, 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 28th day of November, 2023, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 5

Resolution of Intent

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 22-00020 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 30, 2024

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 28th day of November, 2023, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

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

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

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

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

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

Section 2. Description of Work: That the public interest and convenience requires and it is the intention of the City Council of the City of Perris to annex DPR 22-00020 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 within said annexation.

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

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of DPR 22-00020 to Maintenance District Number 84-1" heretofore approved by the City Council of said City by Resolution No. ____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

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

Section 5. Report of Engineer: The City Council of said City by Resolution Number ____ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of DPR 22-00020, 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 \$47.28 per Benefit Unit (single family home). Each year the current maximum annual assessment shall be increased by an amount equal to the greater of 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 or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate increase projected for the upcoming fiscal year.

Section 7. Time and Place of Public Hearing: Notice is hereby given that on January 30, 2024, 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, 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 28th day of November, 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 28th day of November, 2023, by the following called vote:

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

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 28, 2023

SUBJECT: Annexation of DPR 22-00020 to Landscape Maintenance District No. 1 (LMD 1)
 Owner(s): SCG/DP Markham Assemblage
 APN(s): 314-170-009, and 314-170-010, located on the south side of Markham Street between Webster and Patterson Avenues
 Project: DPR 22-00020- Industrial Building

REQUESTED ACTION: 1) Adoption of Resolution Ordering Preparation of the Engineer's Report
 2) Adoption of Resolution Preliminarily Approving Engineer's Report
 3) Adoption of Resolution of Intention to Annex DPR 22-00020 and setting a public hearing date of January 30, 2024

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION: DPR 22-00020 is a construction of a 89,000 square-foot industrial warehouse building on a 4.08-acre site, located on the south side of Markham Street between Webster and Patterson Avenues, within the Light Industrial (LI) Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP) (See attached Boundary Map).

The annexation of DPR 22-00020 as Benefit Zone 178 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 \$7,331.72. Each year the current maximum annual assessment shall be increased by an amount equal to the greater of 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 or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager WB

Deputy City Manager ER

Attachments:

Attachments:

1. Vicinity Map
2. Resolution Ordering Preparation of the Engineer's Report
3. Engineer's Report
4. Resolution Preliminarily Approving Engineer's Report
5. Resolution of Intention to Annex DPR 22-00020 to Landscape Maintenance District No. 1

Consent: x

Public Hearing:

Business Item:

Presentation:

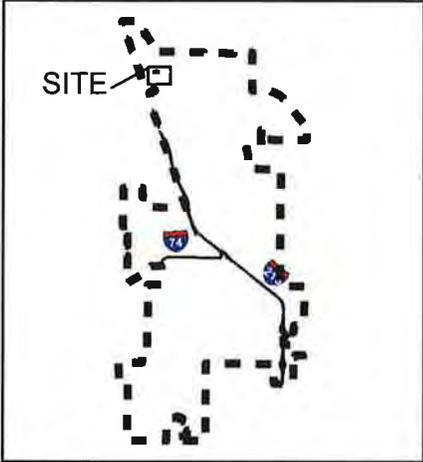
Other:

Attachment No. 1

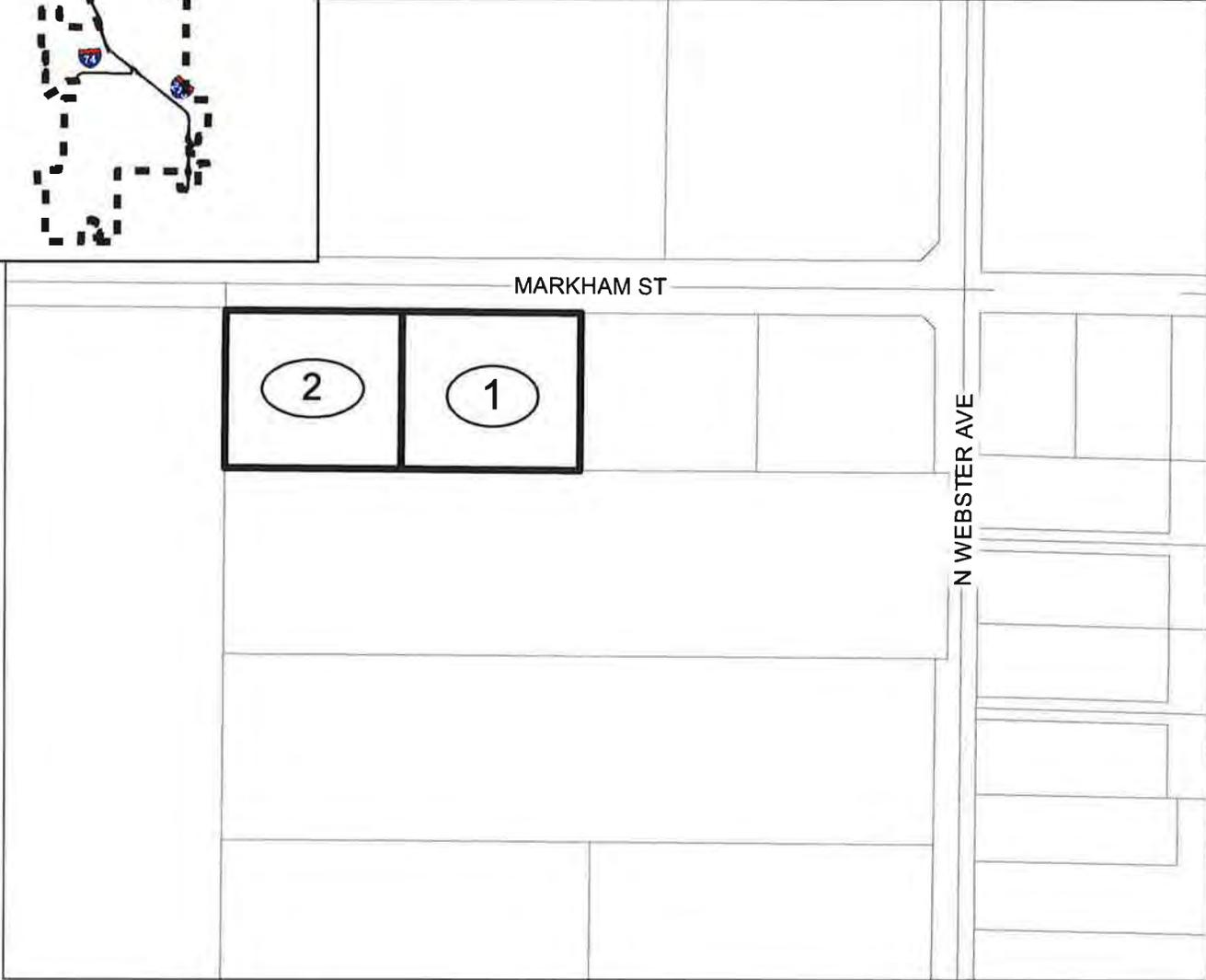
Vicinity Map

DIAGRAM OF ANNEXATION OF DPR 22-00020 TO BENEFIT ZONE 178 LANDSCAPE MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



- Legend**
- ① MAP REFERENCE NUMBER
 - ▬ CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-170-009
2	314-170-010



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

Attachment No. 2

Resolution to Order Engineer's Report

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 178 DPR 22-00020 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 178 therein (hereinafter referred to as the "Benefit Zone 178"); 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 City Engineer for the City of Perris, as the "Engineer of Work" for Landscape Maintenance District Number 1 and Willdan Financial Services has heretofore been appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code, State of California.

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

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

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

Section 3. That DPR 22-00020 be defined as that area to be annexed to Benefit Zone 178, City of Perris Landscape Maintenance District Number 1.

Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of DPR 22-00020, to Benefit Zone 178, 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 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 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 28th day of November, 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 28th day of November, 2023, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 3

Engineer's Report

AGENCY: City of Perris

PROJECT: Annexation of DPR 22-00020
To Benefit Zone 178, 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 DPR 22-00020
To Benefit Zone 178, 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 28th day of November, 2023.

JOHN POURKAZEMI, 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 January, 2024, 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" was filed in the Office of the City Clerk on the 28th day of November, 2023.

City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. Plans and Specifications for the improvements to be maintained and/or improved for a fiscal year have been or will be designed for acceptance by the City of Perris. In general, the landscaping, irrigation, and appurtenances to be maintained are the parkways along W Markham Street along the frontage of DPR 22-00020.

Reference is made to the following documents that are entitled:

- "Landscape Architectural Drawings for: Markham Street Industrial Facility - R.O.W. City of Perris, California," as prepared by Scott Peterson Landscape Architecture, Inc

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

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

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

The maximum annual assessment is based on the estimated cost of maintaining the plants at maturity. The annual assessment levied will be based on the actual expenses incurred by Benefit Zone 178 (BZ 178).

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

<u>First Category of Improvements</u>			<u>Unit</u>	<u>Years</u>	<u>Annual</u>
<u>Parkways</u>	<u>Quantity</u>	<u>Unit*</u>	<u>Cost</u>	<u>Occurrence</u>	<u>Cost</u>
Maintenance	6,216	SF	\$0.54	1	\$3,356.64
Plant Replacement (2%)	20	EA	\$15.75	1	315.00
Tree Trimming	12	EA	\$100.00	2	600.00
Irrigation Repairs & Replacement Fund	6,216	SF	\$0.06	5	74.59
Irrigation Controller Replacement Fund	1	EA	\$7,500.00	10	750.00
Mulch	58	CY	\$30.00	3	580.00
6" Mow Curb	551	LF	15.75	20	<u>433.54</u>
Subtotal					\$6,109.77
Incidentals					<u>\$1,221.95</u>
Total Costs					<u>\$7,331.72</u>

CY = Cubic Yard
EA = Each
LF = Lineal Feet
SF = Square Feet

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections is usually distributed by the County of Riverside the following January. A 6-month tax roll reserve, based on the annual cost of all the improvements is \$3,665.86.

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 178, 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 178, as shown on the Diagram, enclosed herein as Part 4.

The area within BZ 178 specifically benefits from the maintenance of improvements described above. DPR 22-00020 is conditioned for the improvements as a requirement for development.

The method of assessment is based on units, with one (1) benefit unit assigned to each acre within Benefit Zone 178. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities within Benefit Zone 178 is equal to \$1,796.99 per benefit unit. The Benefit Units assigned and the corresponding current maximum annual assessment, per Parcel within Benefit Zone 178, are listed as follows:

<u>Parcel</u>	<u>Taxable Acreage/ Benefit Units</u>	<u>Maximum Annual Assessment</u>
314-170-009	2.04	\$3,665.86
314-170-010	2.04	3,665.86
Total	4.08	\$7,331.72

Each year the current maximum annual assessment shall be increased by an amount equal to the greater of 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 or three percent (3%). 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 DPR 22-00020. Said boundary is designated as "Diagram of Annexation of DPR 22-00020 to Benefit Zone 178, Landscape Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

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

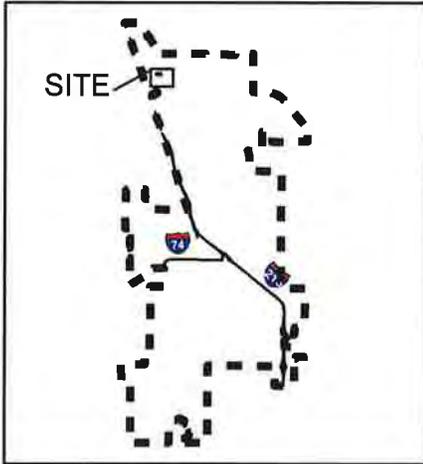
**Assessment Roll
Annexation of DPR 22-00020
To Benefit Zone 178,
Landscape Maintenance District No. 1, City of Perris**

<u>Assessment Number</u>	<u>Description</u>	<u>Assessor Parcel Numbers</u>	<u>Estimated Annual Assessment</u>	<u>Fiscal Year 2023/2024</u>
1	DPR 22-00020	314-170-009	\$3,665.86	\$0.00
<u>2</u>	<u>DPR 22-00020</u>	<u>314-170-010</u>	<u>3,665.86</u>	<u>0.00</u>
Total			\$7,331.72	\$0.00

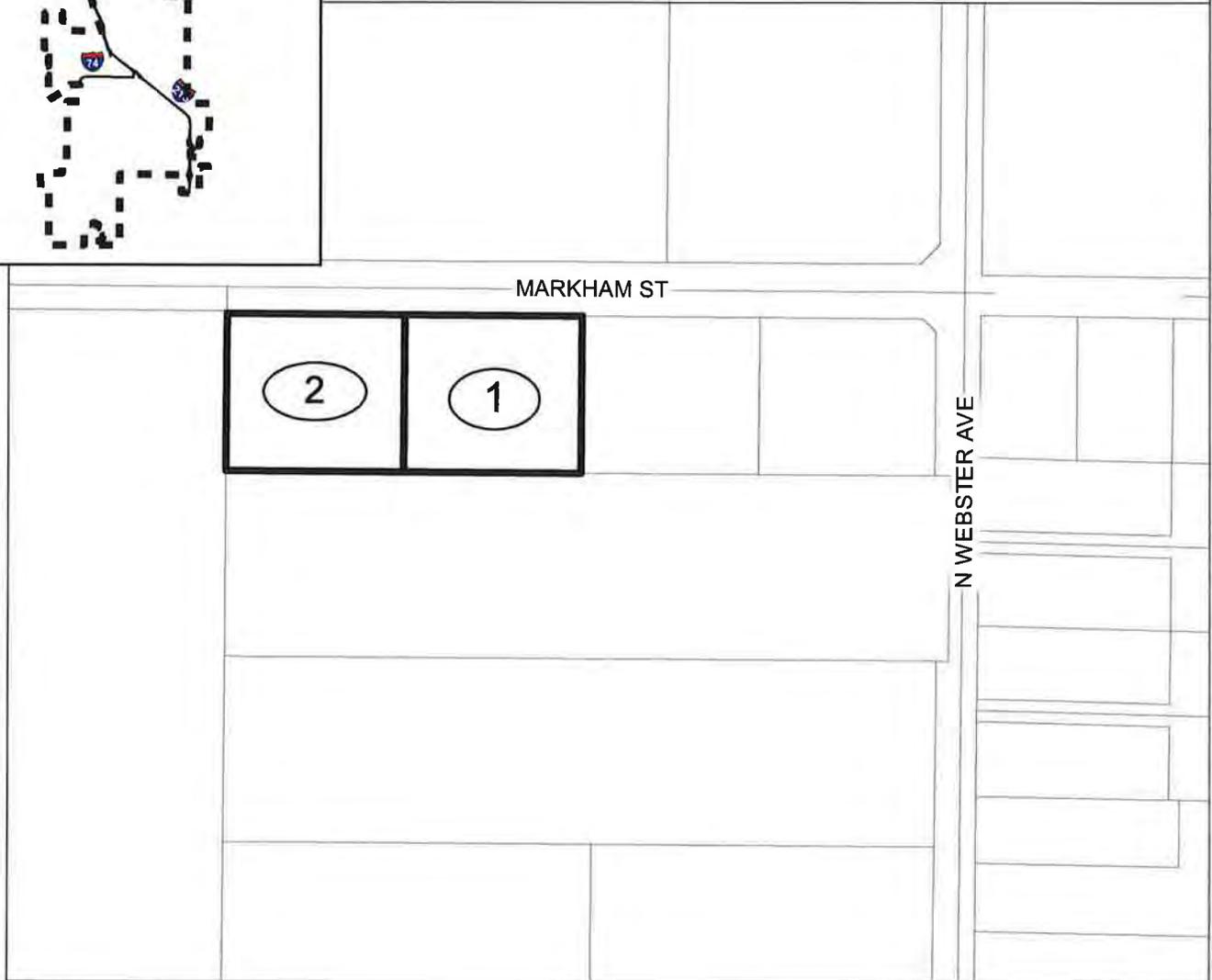
Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

DIAGRAM OF ANNEXATION OF DPR 22-00020 TO BENEFIT ZONE 178 LANDSCAPE MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-170-009
2	314-170-010



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

CONSENT AND WAIVER TO ANNEXATION

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

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

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

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

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

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

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

Dated:

8/15/2023



Signature

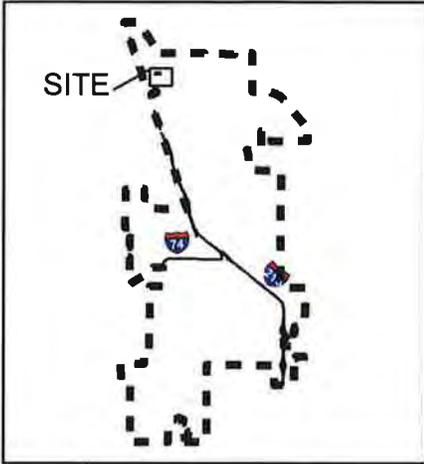
List Property Owner Name and Mailing Address

Please have notarized

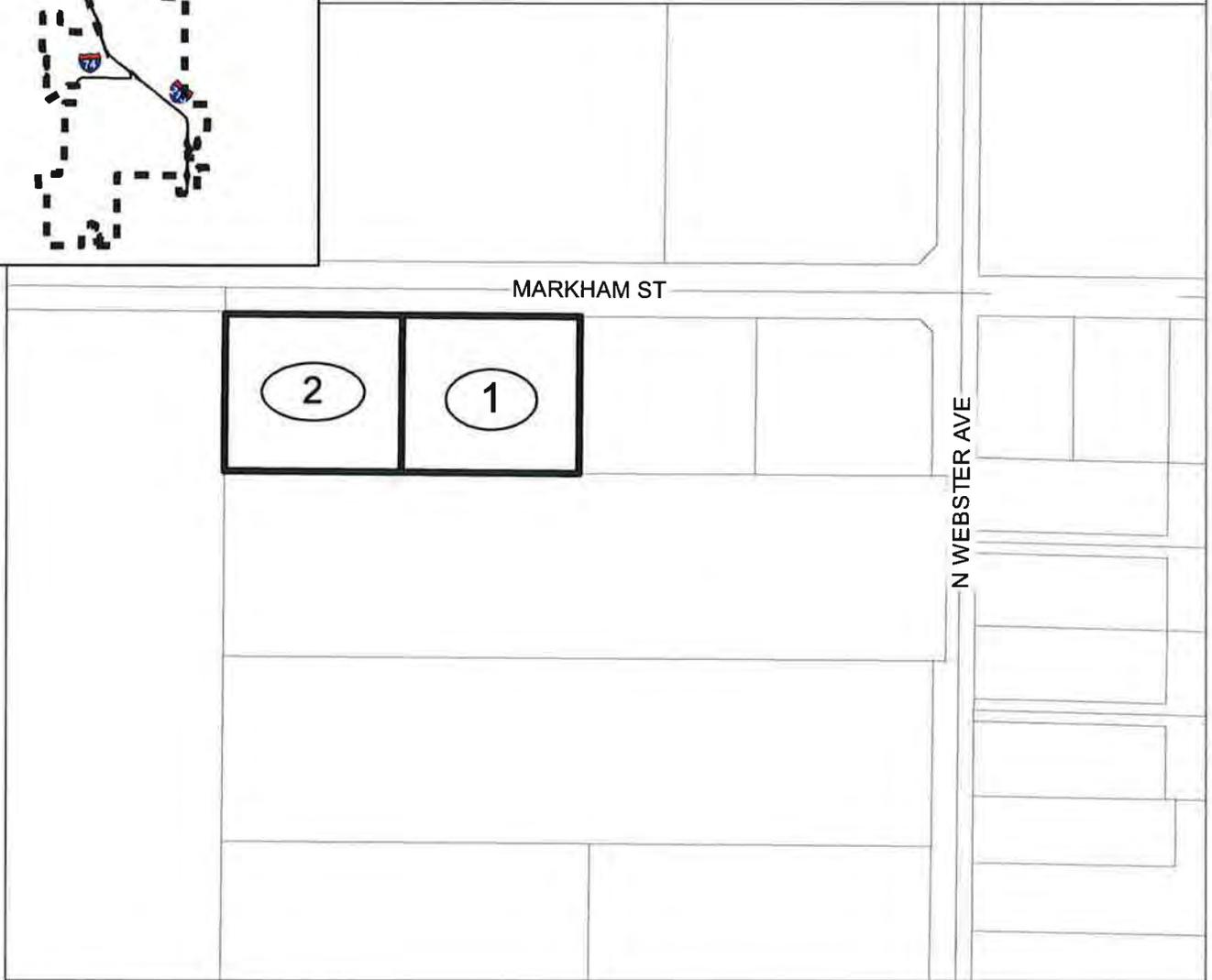
Attachment 1-3

**EXHIBIT A TO CONSENT AND WAIVER
ANNEXATION OF DPR 22-00020 TO BENEFIT ZONE 178
LANDSCAPE MAINTENANCE DISTRICT NO. 1**

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- ① MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-170-009
2	314-170-010



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 DPR 22-00020 TO BENEFIT ZONE 178, 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 178 therein (hereinafter referred to as the "Benefit Zone 178"); and

WHEREAS, on the November 28, 2023, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number _____ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by Act in connection with the annexation of DPR 22-00020 to Benefit Zone 178; 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 28th day of November, 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 28th day of November, 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 178, 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 178, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 22-00020 TO BENEFIT ZONE 178, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 30, 2024

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 178 therein (hereinafter referred to as the "Benefit Zone 178"); 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 November 28, 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 178 of the District, pursuant to the Act and, more specifically, Section 22587 thereof, and to take certain other actions as required by the Act;

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

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

Section 2. Description of Work: That the public interest and convenience requires, and it is the intention of the City Council of the City of Perris to annex DPR 22-00020 to Benefit Zone 178 of the District, and to order the following work be done, to wit:

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

Section 3. Location of Work: The improvements to be maintained and serviced include the irrigation system, landscaping, and appurtenances benefiting DPR 22-00020. 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 DPR 22-00020 to Benefit Zone 178, Landscape Maintenance District Number 1" heretofore approved by the City Council of said City by Resolution No ____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

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

Section 5. Report of Engineer: The City Council of said City by Resolution Number _____ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled “Engineer’s Report for Annexation of DPR 22-00020 to Benefit Zone 178, Landscape Maintenance District Number 1”, is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Section 6. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the public landscaping and appurtenant facilities is equal to \$1,796.99 per Benefit Unit. Each year the current maximum annual assessment shall be increased by an amount equal to the greater of 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 or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year

Section 7. Time and Place of Public Hearing: Notice is hereby given that on January 30, 2024, 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 John Pourkazemi, 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 28th day of November, 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 28th day of November, 2023, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: November 28, 2023

SUBJECT: Annexation of DPR 22-00020 to Flood Control Maintenance District No. 1 (FCMD 1)
 Owner(s): SCG/DP Markham Assemblage
 APN(s): 314-170-009, and 314-170-010, located on the south side of Markham Street between Webster and Patterson Avenues
 Project: DPR 22-00020- Industrial Building

REQUESTED ACTION: Adoption of Resolution of Intention to Annex DPR 22-00020 to Flood Control Maintenance District No. 1 and set a public hearing date of January 30, 2024

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION: DPR 22-00020 is a construction of a 89,000 square-foot industrial warehouse building on a 4.08-acre site, located on the south side of Markham Street between Webster and Patterson Avenues, within the Light Industrial (LI) Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP) (See attached Boundary Map).

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

The improvements to be maintained under Benefit Zone 143 include a catch basin, 15-inch reinforced concrete (RCP), and appurtenances, all located within the public right-of-way. The project's 15-inch RCP lateral will connect to existing Riverside County Flood Control and Water Conservation District improvements. Improvements are to be maintained by Benefit Zone 143 in perpetuity.

BUDGET (or FISCAL) IMPACT: The maximum annual assessment is \$636.48. Each year the current maximum annual assessment shall be increased by an amount equal to the greater of 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 or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

Deputy City Manager ER

Attachments:

1. Vicinity Map
2. Engineer's Report
3. Resolution of Intention to Annex DPR 22-00020 to Flood Control MD No. 1

Consent: x

Public Hearing: _____

Business Item: _____

Presentation: _____

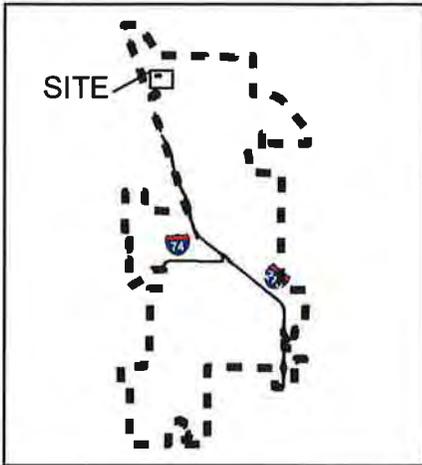
Other: _____

Attachment No. 1

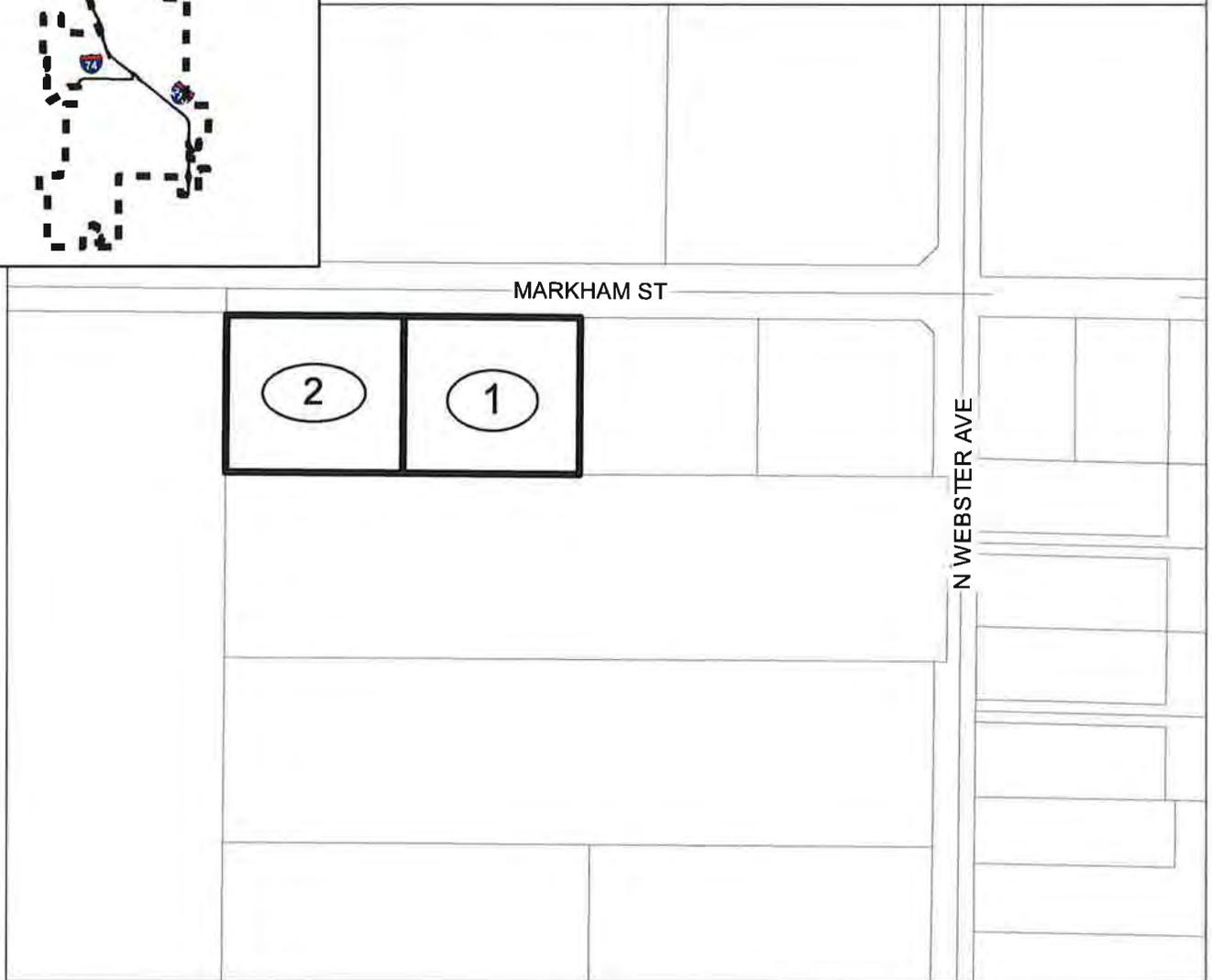
Vicinity Map

DIAGRAM OF ANNEXATION OF DPR 22-00020 TO BENEFIT ZONE 143 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-170-009
2	314-170-010



Attachment No. 2

Engineer's Report

AGENCY: City of Perris

**PROJECT: Annexation of DPR 22-00020
To Benefit Zone 143, 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 DPR 22-00020
To Benefit Zone 143, 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 28th day of November, 2023.

**JOHN POURKAZEMI, 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 January, 2024, 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" was filed in the Office of the City Clerk on the 28th day of November, 2023.

**NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA**

Report

PART 1. **A General Description** of the flood control improvements to be maintained includes facilities that will accommodate the storm flow and protect DPR 22-00020 from inundation. These public improvements channel, contain and convey the storm flow away from the property and towards the Perris Valley Storm Drain Channel.

The improvements to be maintained under Benefit Zone 143 include a catch basin, 15-inch reinforced concrete (RCP), and appurtenances, all located within the public right-of-way. The project's 15-inch RCP lateral will connect to existing Riverside County Flood Control and Water Conservation District improvements. Improvements are to be maintained by Benefit Zone 143 in perpetuity.

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

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

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

- "Markham Industrial Facility Precise Grading Plan 945 & 995 W. Markham Street City of Perris DPR 22-00020," prepared by Joseph C. Truxaw & Associates, Inc.

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

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

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

Improvements Item	Quantity	Unit	Unit Cost	Total Annual Cost
Catch Basins	1	Each	\$300.00	\$300.00
15" Storm Drain Pipes	60	LF	\$3.84	230.40
Subtotal				\$530.40
Incidentals				\$106.08
Total Estimated Annual Costs				\$636.48

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 143 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 143. 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 acreage, with one (1) benefit unit assigned to each acre within Benefit Zone 143. The current maximum annual assessment, under Benefit Zone 143, reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities, is equal to \$156.00 per Benefit Unit, as follows:

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

$$\frac{\$636.48}{4.08 \text{ Benefit Units}} = \$156.00 \text{ per Benefit Unit}$$

Each year the current maximum annual assessment shall be increased by an amount equal to the greater of 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 or three percent (3%). 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.

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 \$318.24.

PART 5. **A Diagram** of the Annexation. The boundary of the area to be annexed coincides with DPR 22-00020. Said boundary is designated as "Diagram of Annexation of DPR 22-00020 to Benefit Zone 143, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

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

Assessment Roll

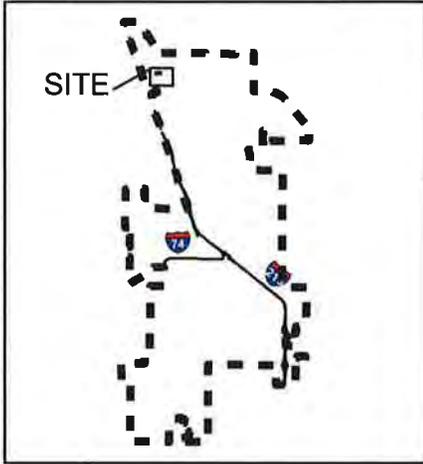
**Annexation of DPR 22-00020
To Benefit Zone 143,
Flood Control Maintenance District No. 1, City of Perris**

<u>Benefit Zone / Assessment Number</u>	<u>Description</u>	<u>Assessor Parcel Number</u>	<u>Estimated Annual Assessment</u>	<u>Fiscal Year 2023/2024</u>
143	DPR 22-00020	314-170-009	\$318.24	\$0.00
143	DPR 22-00020	314-170-010	318.24	0.00
	Total		\$636.48	\$0.00

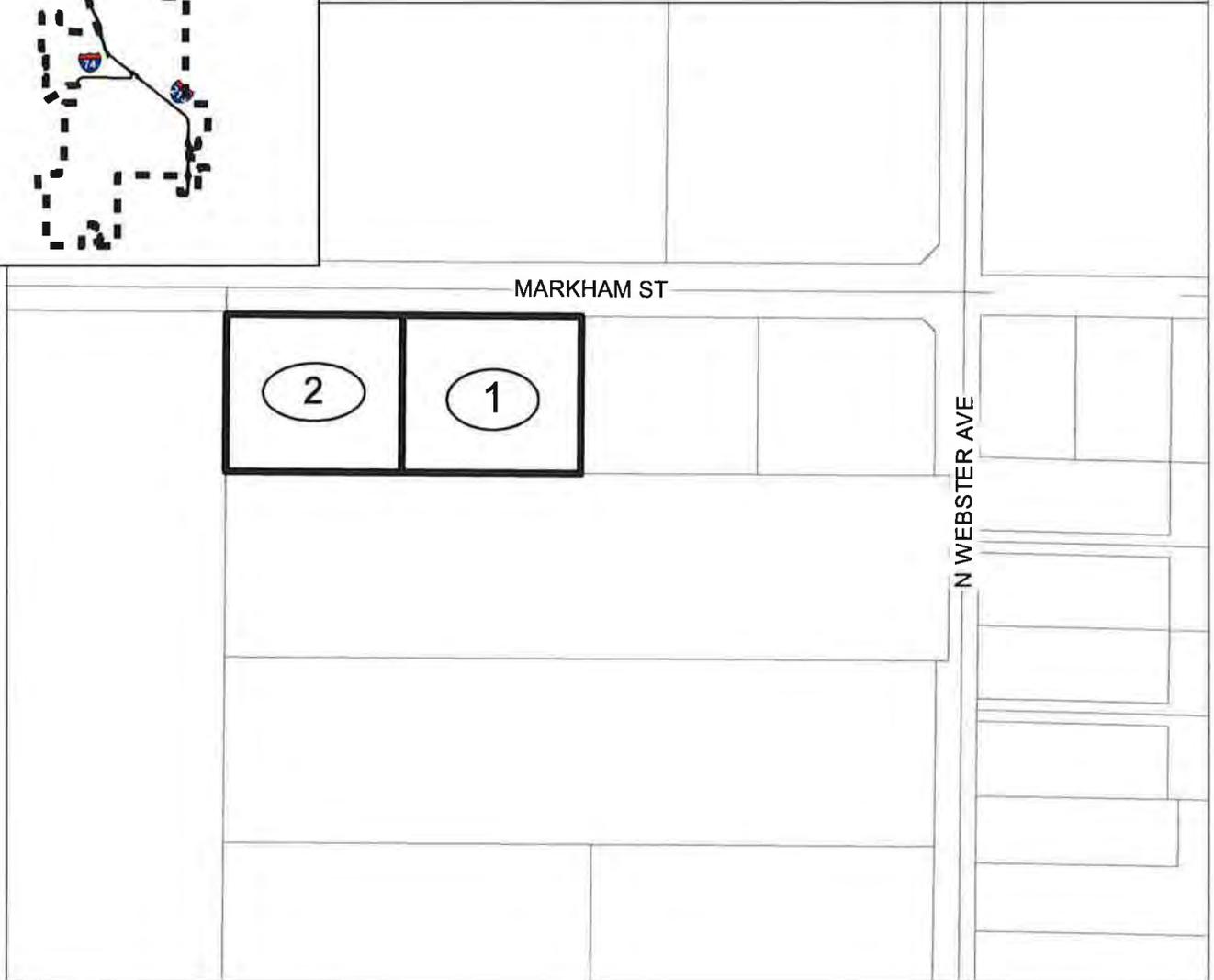
Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

DIAGRAM OF ANNEXATION OF DPR 22-00020 TO BENEFIT ZONE 143 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-170-009
2	314-170-010



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: 8/15/2023



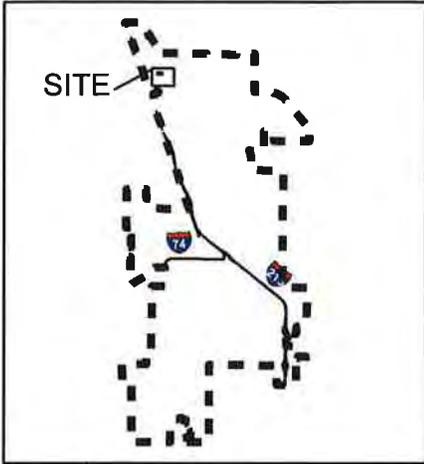
Signature

List Property Owner Name and Mailing Address

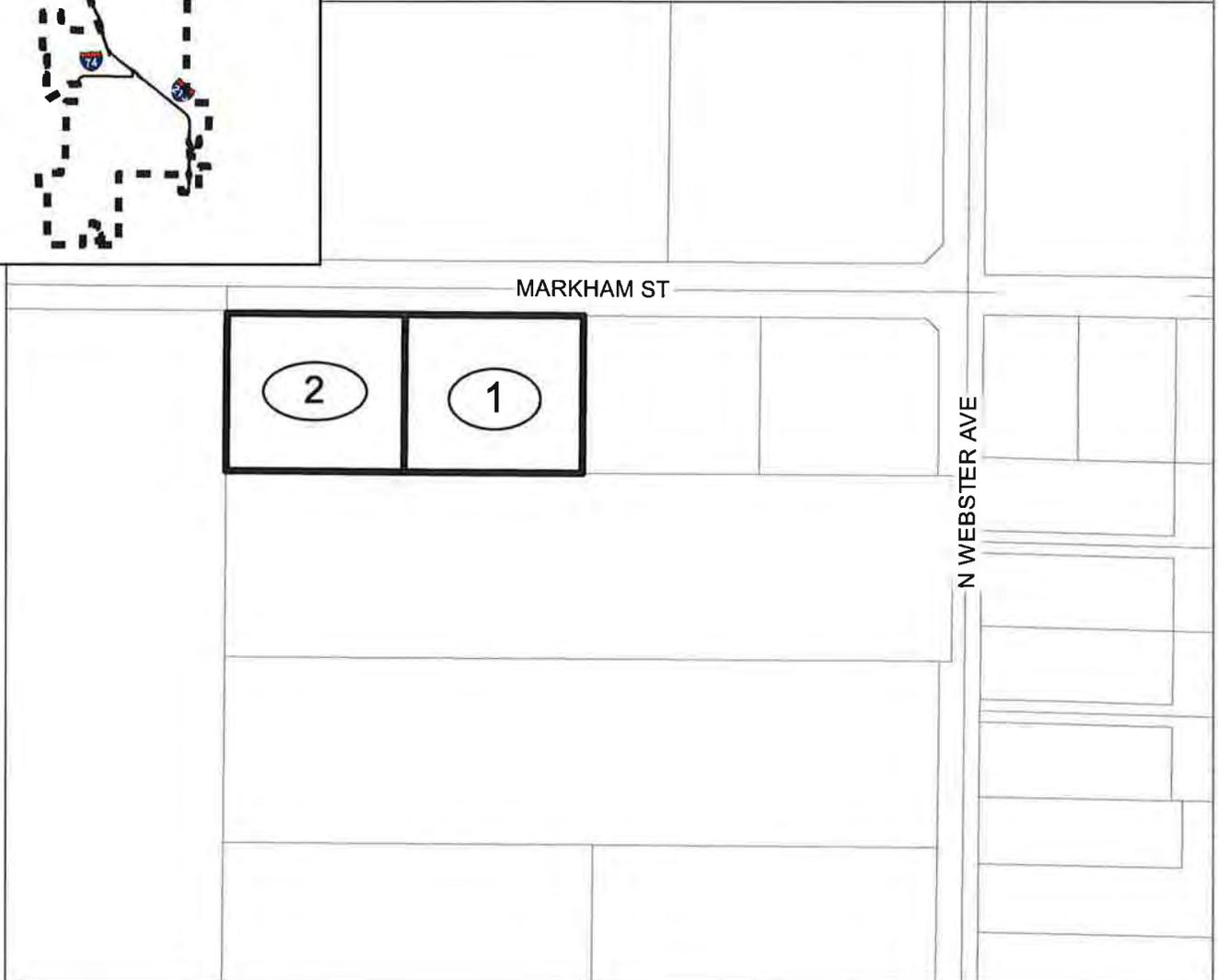
Please have notarized
Attachment 1-3

**EXHIBIT A TO CONSENT AND WAIVER
ANNEXATION OF DPR 22-00020 TO BENEFIT ZONE 143
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1**

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- ① MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-170-009
2	314-170-010



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 DPR 22-00020 TO BENEFIT ZONE 143, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 30, 2024

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain flood control and drainage improvements within the boundaries of DPR 22-00020 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, SCG/DP Markham Assemblage (the "Owner") has presented signed petitions to the City Council requesting the annexation of DPR 22-00020 to a benefit assessment district to finance the maintenance of those certain drainage and flood control improvements permitted pursuant to Sections 54710 and 54710.5 of the Act (the "Improvements") which benefit properties within DPR 22-00020; and

WHEREAS, the City Council now proposes to levy benefit assessments under the provisions of the Act to insure continued financing to maintain the Improvements pursuant to the Act, all for the benefit of parcels within DPR 22-00020 and

WHEREAS, to accomplish such purposes, the City Council proposes to annex DPR 22-00020 to Benefit Zone 143, Flood Control Maintenance District No. 1.

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

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

Section 2. Maintenance of the improvements will be of direct benefit to parcels within DPR 22-00020 which are hereby declared to be the properties benefited by the Improvements and to be assessed to pay the cost and expenses thereof. The area of benefit shall be all that part of the City within the boundaries shown on the map entitled "Diagram of Annexation of DPR 22-00020 to Benefit Zone 143, 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 January, 2024, 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, 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 30th day of November, 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 30th day of November, 2023, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

10.F.

CITY COUNCIL AGENDA SUBMITTAL

DATE: November 28, 2023

SUBJECT: Local Road Closure on Nuevo Road, from A Street to 800 feet West of Delines Drive.

REQUESTED ACTION: Approve KPRS Construction Services, Inc. request for a local street closure on Nuevo Road, from A Street to 800 feet west of Delines Drive

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

On November 9, 2023 the Engineering Department received a road closure request from KPRS Construction Services, Inc. for roadway improvements on Nuevo Road from A street to 800 feet west of Delines Drive required for an industrial project in the County of Riverside jurisdiction, located at the northwest corner of Nuevo Road and Webster Avenue.

The Engineering Department has reviewed the extent of the street improvements and has deemed the closure necessary for safety purposes. To minimize traffic impact at this location, the street closure will be during school holidays from December 18, 2023 to December 29, 2023, with no work from December 23, 2023 to December 25, 2023 – work may resume December 26, 2023.

Access will be provided to the residents on Nuevo Road at all times; all other traffic will be provided a detour during the road closure.

BUDGET (or FISCAL) IMPACT:

No fiscal impact.

Prepared by: Alondra Pelayo, Temp Administrative Assistant, Engineering Department

REVIEWED BY:

City Attorney _____
Assistant City Manager WB
Deputy City Manager ER

Attachments:

1. Vicinity Map
2. Traffic Control Plan

Consent:

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

VICINITY MAP



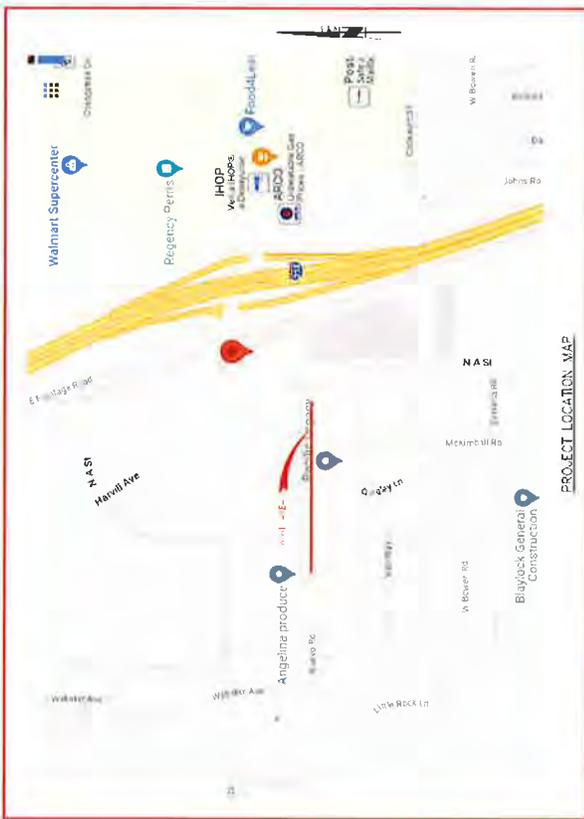
 LIMITS OF ROAD CLOSURE

ATTACHMENT 2

TRAFFIC CONTROL PLAN

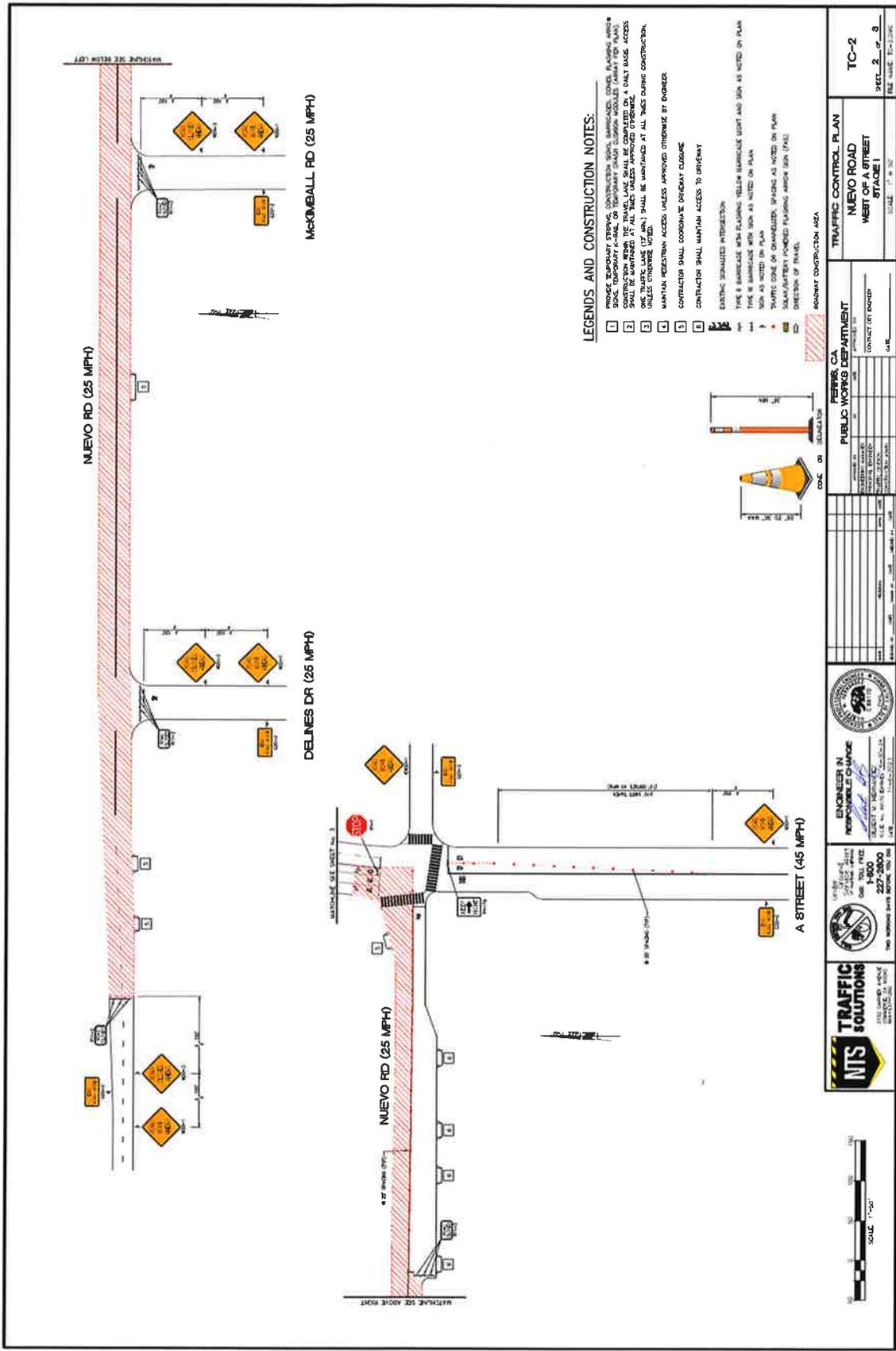
TRAFFIC CONTROL GENERAL NOTES:

1. TRAFFIC CONTROL OFFICERS ARE REQUIRED FOR ALL WORK WITHIN THE WORK ZONE BY AN **EXPERIENCED** LICENSED OPERATOR. (www.fdot.com/transportation/traffic-control/traffic-control-officer-requirements-on-call-900) (www.fdot.com/transportation/traffic-control/traffic-control-officer-requirements-on-call-900)
2. APPROVED REQUESTS SHALL BE SUBMITTED AT LEAST TWO BUSINESS DAYS PRIOR TO THE START OF ANY WORK WITHIN THE WORK ZONE. THE PUBLIC RIGHT OF WAY SHALL BE CLOSED TO TRAFFIC FOR THE DURATION OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY.
3. ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL BE CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MUTUALITY STANDARD SPECIFICATIONS FOR HIGHWAY AND TRANSPORTATION WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY.
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6. CONSTRUCTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MUTUALITY STANDARD SPECIFICATIONS FOR HIGHWAY AND TRANSPORTATION WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY.
7. ON EACH WORKDAY AND WITHIN THE WORK ZONE, WORK BEGINS WITH THE START OF THE WORK ZONE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY.
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11. IF THERE ARE ANY SPECIAL TRAFFIC CONTROL REQUIREMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY.
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15. A RECORDING INSTRUMENT SHALL BE OBTAINED FOR THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY.
17. ALL TRAFFIC LINES SHALL BE A MINIMUM OF 10 FEET IN WIDTH AND HAVE A MINIMUM TWO (2) FEET OF CLEARANCE FROM CURBS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC RIGHT OF WAY.
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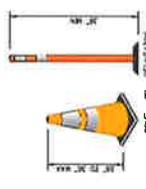
PROJECT LOCATION MAP

			TRAFFIC CONTROL PLAN NUEVO ROAD WEST OF A STREET TITLE
TRAFFIC SOLUTIONS 1111 JAMES ST. SUITE 100 SAN ANTONIO, TX 78204 (210) 349-1111	ENGINEER IN CHARGE RESPONSIBLE CHANGE NAME: [REDACTED] LICENSE NO.: 227-28200 EXPIRES: 12/31/2024	PUBLIC WORKS DEPARTMENT PROJECT NO.: [REDACTED] CONTRACT NO.: [REDACTED]	TC-1 JUNE 1, 2024



LEGENDS AND CONSTRUCTION NOTES:

1. PROVIDE TEMPORARY STOPPING CONSTRUCTION AREA, MARKED AND CONTROLLED, IN ADVANCE OF CONSTRUCTION. ALL TRAFFIC MUST BE STOPPED AT ALL TIMES UNLESS APPROVED OTHERWISE.
 2. CONSTRUCTION MUST BE COMPLETED ON A DAILY BASIS. ACCESS SHALL BE MAINTAINED AT ALL TIMES UNLESS APPROVED OTHERWISE.
 3. ALL TRAFFIC MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
 4. MAINTAIN PEDESTRIAN ACCESS UNLESS APPROVED OTHERWISE BY ENGINEER.
 5. CONTRACTOR SHALL COORDINATE DIRECTION CLOSURE.
 6. CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAY.
- EXISTING SPANNALED INTERSECTION
 THIS IS MARKED WITH FLASHING YELLOW MARKINGS LIGHT AND SIGN AS NOTED ON PLAN
 SIGN AS NOTED ON PLAN
 TRAFFIC CONE OR CHANNELIZED SPACING AS NOTED ON PLAN
 SLOTTED/POURED FLOORING MARKER SIGN (FMS)
 DIRECTION OF TRAVEL
 ROADWAY CONSTRUCTION AREA



				ENGINEER IN RESPONSIBLE CHARGE N. J. HERNANDEZ No. 11144, State of California, expires 12/31/2024		PUBLIC WORKS DEPARTMENT COUNTY OF SAN JOSE CONTRACT NO. 2024-00000 DATE:		TRAFFIC CONTROL PLAN NEW RIVER ROAD WEST OF A STREET STAGE 1 SCALE: 1" = 50' TC-2 SHEET 2 OF 3 FILE NAME: TC-1234	
--	--	--	--	--	--	--	--	---	--



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 28, 2023

SUBJECT: First Amendment to Subdivision Improvement Agreement for Final Tract Map No. 37722

REQUESTED ACTION: Approve First Amendment to Subdivision Improvement Agreement for Final Tract Map No. 37722; and authorize City Manager to execute the agreement, subject to City Attorney approval as to form.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

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

On November 8, 2022, the City Council approved Final Tract Map No. 37722 and a Subdivision Improvement Agreement with Richmond American Homes to guarantee the construction of certain public improvements. The Subdivision Improvement Agreement requires Richmond American Homes to complete the required public improvements within twelve (12) months following approval of the final map unless an extension is provided by the City. Richmond American Homes has not yet completed the specified public improvements and has requested an extension of time to complete such improvements. The First Amendment to the Subdivision Improvement Agreement for Final Tract Map No. 37722 would provide Richmond American Homes an extension of eighteen (18) months.

Thus, the City Engineer recommends the City Council approve the First Amendment to Subdivision Improvement Agreement for Final Tract Map No. 37722, and authorize the City Manager to execute the agreement, subject to City Attorney approval as to form.

BUDGET (or FISCAL) IMPACT:

The cost for processing this request is borne by the applicant.

Prepared by: John Pourkazemi, City Engineer

REVIEWED BY:

City Attorney _____

Assistant City Manager WD

Deputy City Manager ER

Attachments:

1. First Amendment to Subdivision Improvement Agreement for Final Tract Map No. 37722
2. Original Subdivision Improvement Agreement for Final Tract Map No. 37722

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHEMENT #1

First Amendment to Subdivision Improvement Agreement for Final Tract Map
No. 37722

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY OF PERRIS
101 N. "D" STREET
PERRIS, CA 92570

ATTN: CITY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 6103

CITY OF PERRIS, CALIFORNIA

By: _____
City Clerk

**FIRST AMENDMENT TO THE
AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
PARCEL/TRACT NO. 37722**

This FIRST AMENDMENT TO THE AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS ("First Amendment") is made this ____ day of _____, 2023 between the City of Perris, a California municipal corporation ("City"), and Richmond American Homes of Maryland, Inc., a Maryland corporation with its principal office located at 4350 S. Monaco St, Denver, CO 80237 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. On November 8, 2022, Developer submitted to City an application for approval of a tentative parcel/tract map for real property located within City. The tentative tract map was prepared on behalf of Developer by Albert Webb & Associate, and is identified in City records as Parcel/Tract Map No. 37722 ("Parcel/Tract No. 37722").

B. Developer's application for a tentative parcel/tract map for Parcel/Tract No. 37722 was deemed complete on December 16, 2020. On February 9, 2021, the Perris City Council conditionally approved Developer's application for a tentative parcel/tract map for Parcel/Tract No. 37722.

C. Pursuant to City of Perris Municipal Code and the applicable provisions of the Subdivision Map Act (Government Code sections 66410 et seq.) ("Map Act"), Developer and City entered into an Agreement for Completion of Public Improvements dated November 8,

2022, for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Parcel/Tract No. 37722 ("Agreement").

D. Unless extended pursuant to Section 4.1 of the Agreement, the Agreement requires Developer to fully and adequately complete or have completed the public improvements specified in the Agreement within twelve (12) months following approval of the final map for Tract No. 37722.

E. City and Developer now desire to extend the time within which the Developer must complete the public improvements specified in the Agreement by eighteen (18) months.

TERMS

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

2.0 Contract Changes. The Agreement is amended as provided herein.

2.1 Section 4.0 of the Agreement, Construction Schedule, is amended in its entirety as follows:

"Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within thirty (30) months following approval of the final map for Tract No.37722."

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

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

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

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

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

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

CITY OF PERRIS

By: _____
(signature)

(print name)
City Manager
City of Perris

RICHMOND AMERICAN HOMES OF MARYLAND, INC.

By:  _____
(signature)
EDGAR GOMEZ
(print name)
VP PROJECT MANAGEMENT
(title)

ATTEST:

By: _____
(signature)

(print name)
City Clerk
City of Perris

By: _____
(signature)

(print name)

(title)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }
On November 14, 2023 before me, Jodie Atha Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Edgar Gomez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Jodie Atha
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of _____ }

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

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

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

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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
[] Corporate Officer - Title(s): _____
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian of Conservator
[] Other: _____
Signer is Representing: _____

Signer's Name: _____
[] Corporate Officer - Title(s): _____
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian of Conservator
[] Other: _____
Signer is Representing: _____

ATTACHEMENT #2

Original Subdivision Improvement Agreement for Final Tract Map No. 37722

Recording Requested By:
First American Title Company
Homebuilder Services Division

2022-0508546

12/20/2022 03:48 PM Fee: \$ 0.00
Page 1 of 18

Recorded in Official Records
County of Riverside
Peter Aidana
Assessor-County Clerk-Recorder



RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

CITY OF PERRIS

ATTN: _____ CITY OF PERRIS
101 N. "D" ST.
PERRIS, CA 92570

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 6103

CITY OF PERRIS, CALIFORNIA

134

By: _____
City Clerk

5937620

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

PARCEL/TRACT NO. 37722

**between
THE CITY OF PERRIS**

a California municipal corporation

and

RICHMOND AMERICAN HOMES OF MARYLAND, INC.

a Maryland corporation

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
PARCEL/TRACT MAP NO. 37722**

I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this 8 day of November, 2022 by and between the City of Perris, a California municipal corporation ("City") and Richmond American Homes of Maryland, Inc. an [] individual, [] partnership or [X] corporation with its principal office located at 4350 S.

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

II. RECITALS.

A. On November 8, 2022, Developer submitted to City an application for approval of a tentative parcel/tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"). The tentative tract map was prepared on behalf of Developer by Albert Webb & Associate, and is identified in City records as Parcel/Tract Map No. 37722 ("Parcel/Tract No. 37722").

B. Developer's application for a tentative parcel/tract map for Parcel/Tract No. 37722 was deemed complete on December 16, 2020. On February 9, 2021, the Perris City Council conditionally approved Developer's application for a tentative parcel/tract map for Parcel/Tract No. 37722.

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

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

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

III. TERMS.

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

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

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

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

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

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

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

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling

necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

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

3.0 Maintenance of Public Improvements. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

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

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

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

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

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

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

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

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

9.0 Default; Notice; Remedies.

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

violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

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

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

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

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

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

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

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

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

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

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

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

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

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

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

15.0 Not Applicable

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of Agency as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17.0 Insurance.

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

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

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

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

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

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

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

17.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

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

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

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to Parcel/Tract No. 37722, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

20.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

20.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

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

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

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

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

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

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

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

20.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

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

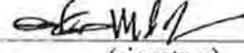
or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action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

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

CITY OF PERRIS

By: 
(signature)
Clara Miramontes, City Manager
(print name)
City Manager
City of Perris

RICHMOND AMERICAN HOMES OF MARYLAND, INC.

By: 
(signature)
EDGAR GOMEZ
(print name)
V/P PROJECT MANAGEMENT
(title)

ATTEST:



By: 
(signature)
Nancy Salazar, City Clerk
(print name)
City Clerk
City of Perris

By: _____
(signature)

(print name)

(title)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }
On October 13, 2022 before me, Jodie Atha, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Edgar Gomez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Jodie Atha
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

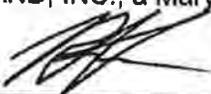
CERTIFICATE OF RESOLUTION

I, Robert N. Martin, as Senior Vice President of Richmond American Homes of Maryland, Inc., a Maryland corporation (the "Company"), do hereby certify on behalf of the Company that the following resolutions were adopted by the Board pursuant to Minutes of Action dated as of February 10, 2020, and that such resolutions are in full force and effect as of the date of this Certificate of Resolution:

RESOLVED, that the Company hereby appoints Edgar Gomez as Vice President – Project Management (Land) (Riverside Division), effective as of January 18, 2020, to serve until his successor is duly appointed or until the earlier of his resignation, retirement, termination of his employment, or death; and it is

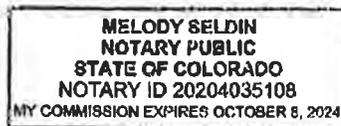
FURTHER RESOLVED, that Edgar Gomez as an officer of the Company is authorized hereby to enter into and execute and deliver, on behalf of the Company, any and all documents necessary or advisable in connection with his position as Vice President – Project Management (Land) (Riverside Division).

RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation

By: 
Robert N. Martin, Senior Vice President

Executed at Denver, Colorado: November 15, 2022

State of Colorado)
City and County of Denver)



The foregoing Certificate of Resolution was acknowledged before me this 15th day of November, 2022, by Robert N. Martin as Senior Vice President of Richmond American Homes of Maryland, Inc., a Maryland corporation.

Witness my hand and official seal. My commission expires: October 8, 2024

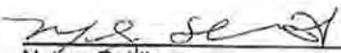

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL/TRACT NO. 37722

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

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

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

APN: 330-150-017

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
PARCEL/TRACT NO. 37722

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

EXHIBIT "C"
SURETY BONDS AND OTHER SECURITY
PARCEL/TRACT NO. 37722

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

PERFORMANCE BOND PRINCIPAL AMOUNT: \$4,100,000
Surety: XL Specialty Insurance Company
Attorney-in-fact: Kathleen K. Freund
Address: 1225 17th Street, Suite 1300, Denver, CO. 80202

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$4,100,000
Surety: XL Specialty Insurance Company
Attorney-in-fact: Kathleen K. Freund
Address: 1225 17th Street, Suite 1300, Denver, CO. 80202

MONUMENT SECURITY: \$88,500



CITY OF PERRIS

10.H.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 28, 2023

SUBJECT: Termination of Contract Services Agreement for City Engineering Services and the related Supplemental Agreement for Engineering Fee Bank Account with Interwest Consulting, LLC

REQUESTED ACTION: That the City Council approve the termination of the Contract Services Agreement for City Engineering Services and the related Supplemental Agreement for Engineering Fee Bank Account with Interwest Consulting, LLC; direct City Manager to carry out all acts necessary to terminate such Agreements; and authorize the City Manager to execute all necessary documents, approved as to form by the City Attorney.

CONTACT: Clara Miramontes, City Manager

BACKGROUND/DISCUSSION:

The City began the process of transitioning to an in-house City Engineering department in January 2023 due to the city's growing development need for full-time in-house engineering services. The City has filled all necessary positions to operate all engineering services in-house, including development projects and CIP projects. The City's 2023-2024 and 2024-2025 operational budget includes all necessary expenditures for the City's in-house Engineering Department. Additionally, the in-house City engineering staff has already begun to take on engineering services. Therefore, engineering services from Interwest Consulting, LLC, are no longer necessary.

The Contract Services Agreement states that "Either party may terminate the agreement at any time, with or without cause, upon thirty (30) days written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered." Additionally, as a cleanup item, the related Supplemental Agreement for Engineering Fee Bank Account also needs to be terminated in conjunction with the primary Contract Services Agreement. The Engineering Fee Bank Account has been closed and is no longer utilized (it was originally used for the deposit and disbursement of fees collected for engineering plan check and engineering public improvement inspections). Additionally, all contract amendments have been attached in which this termination shall apply.

Staff is recommending that the City Council approve the termination of the Contract Services Agreement for City Engineering Services and the related Supplemental Agreement for Engineering Fee Bank Account with Interwest Consulting, LLC; direct City Manager to carry out all acts necessary to terminate such Agreements; and authorize the City Manager to execute all necessary documents, approved as to form by the City Attorney.

BUDGET (or FISCAL) IMPACT: None.

Prepared by: Clara Miramontes, City Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager WB
Deputy City Manager ER

Attachments: 1. Contract Services Agreements and Amendments

Consent: November 28, 2023
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

Contract Services Agreements and Amendments

**AMENDMENT TO CONTRACT SERVICES
AGREEMENT WITH INTERWEST CONSULTING
GROUP (FORMERLY TRI-LAKE CONSULTANTS, INC.)**

This Amendment to Contract Services Agreement ("Amendment") is entered into as of this day of March 10, 2020, by and between the CITY OF PERRIS, a municipal corporation (hereinafter "City"), and Interwest Consulting Group (formerly Tri-Lake Consultants, Inc.), a California Corporation (hereinafter "Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement for Contractual Services dated as of May 27, 2003 ("Agreement") whereby Contractor, formerly Tri-Lake Consultants, Inc., agreed to provide City Engineering Services; and

WHEREAS, Tri-Lake Consultants, Inc., was acquired by Interwest Consulting Group in 2018, in which the parties now want to memorialize the name change of Tri-Lakes Consultants, Inc., to Interwest Consulting Group and amend the Scope of Services to include Public Works Director services.

WHEREAS, City and Contractor now desire to amend the Agreement pursuant to that certain proposal from Contractor dated as of March 10, 2020 to provide professional Interim Public Works Director services to the City of Perris; and

WHEREAS, the City finds and determines that all actions required of the City precedent to approval of this Amendment have been duly and regularly taken.

AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the Parties hereto agree as follows:

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

Section 2. Contract Changes. The Agreement is amended to add the following (new text is identified in "***bold italics***", deleted text in ~~strike through~~):

- A. **Section 1.1 of the Agreement, entitled "Scope of Services," shall be amended to add the following:**

"Contractor shall provide Interim Public Works Director services. In compliance with all the terms and conditions of this Agreement, the Contractor shall perform the work or services for Interim Public Works Director by personnel attached hereto as Exhibit "A". Contractor warrants that all work and services set forth under Interim Public Works Director will be performed in a competent, professional and satisfactory

manner. For the services of Interim Public Works Director, Contractor shall be compensated in the amount of an hourly billing rate of \$94.59 for a duration of one year from the date of this amendment adding this section."

Section 3. Effective. This Amendment shall become effective upon the effective date of the ordinance approving this Amendment and after execution by the Parties hereto

Section 4. Full Force and Effect. The Parties agree, except as specifically provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

Section 5. Consent of Parties. The person(s) executing this Amendment on behalf of the Parties hereto warrant (i) such party is duly-organized and existing, (ii) they are duly-authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into of this Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, City and the Contractor have entered into this Amendment as of the 10th day of March, 2020.

PASSED, APPROVED, AND ADOPTED, this 10th day of March, 2020.


Mayor, Michael M. Vargas

ATTEST:


City Clerk, Nancy Salazar

APPROVED AS TO FORM:


Eric L. Dunn, Esq.
City Attorney

CONTRACTOR:
INTERWEST CONSULTING GROUP
a California corporation

By: 
Its: Chief Executive Officer

By: 
Its: Chief Financial Officer

[End of Signatures]

EXHIBIT "A" TO CONTRACT AMENDMENT

[Job Specifications on following pages]



Director of Public Works Class Specification

**FLSA Designation: Exempt
Effective: 12/2004
Revised: 09/2017**

DEFINITION

Under general administrative guidance, to plan, direct, manage, and oversee the activities and operations of the Public Works Department including water distribution, sewer maintenance, streets, drainage, fleet, parks, landscape, traffic signals, street lights, animal control, facilities, and special district maintenance; to coordinate assigned functions and activities with other City departments and outside agencies; to develop, implement, and administer goals, objectives, policies, and procedures for providing effective and efficient public works services; and to provide highly responsible and complex administrative support to executive City management.

SUPERVISION EXERCISED

Exercises direct supervision over management, professional, technical, and administrative support staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Exercise full management responsibility for all Public Works Department services and activities including water distribution, sewer maintenance, streets, drainage, fleet, parks, landscape, traffic signals, street lights, animal control, facilities, and special district maintenance.

Provide highly complex project support to the executive City management; present and recommend projects to the City Council and Executive City Management.

Manage the development and implementation of Public Works Department goals, objectives, policies, and priorities for each assigned service area, establish, within City policy, appropriate service and staffing levels; allocate resources accordingly.

Oversee the production of Public Works project cost estimates, completion schedules, and project implementation budgets; review and approve contracts, financial documents and other financing arrangements, and coordinate efforts with other departments, including general counsel.

Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of

City of Perris
Director of Public Works (Continued)

changes.

Represent the Public Works Department to other City departments, elected officials and outside agencies; explain and interpret Public Works Department programs, policies, and activities; negotiate and resolve sensitive, significant, and controversial issues.

Select, train, motivate, and evaluate Public Works Department personnel; provide or coordinate staff training; work with employees to correct deficiencies.

Plan, direct, and coordinate the Public Works Department's work plan; meet with management and staff to identify and resolve problems; assign projects and programmatic areas of responsibility, review and evaluate work methods and procedures; and initiate corrective actions

Manage and participate in the development and administration of the Public Works Department budget; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; direct the tracking, monitoring, and approval of expenditures; Confirm the need for and the implementation of budgetary adjustments; maintain records according to accounting policy and procedure.

Develop and direct, the implementation of a Street Rehabilitation and Maintenance Program.

Coordinate Public Works Department activities with those of other departments and outside agencies and organizations.

Develop a plan, and oversee the maintenance and security of City facilities.

Provide staff assistance to the City Manager and City Council, prepare and present staff reports, analyses, and other necessary correspondence.

Direct and conduct a variety of organizational and operational studies and investigations, identify trends and patterns; and recommend modifications to Public Works programs, policies, and procedures as appropriate.

Direct and manage the evaluation and development of plans and schedules for short and long range public works maintenance programs; organize available resources for the maintenance, improvement, and repair of public works facilities and City equipment; compile estimates, contract provisions, and specifications; approve and secure approval of plans; and implement action plans.

Direct the development and review of the design, materials, and process proposed for new construction or major repairs for City facilities and improvements; prepare and/or review ordinances for executive City management and City Council consideration; recommend levels of service for utilities, streets, and drainage areas.

Participate on a variety of boards and commissions; attend and participate in professional group

meetings; stay abreast of new trends and innovations in the field of public works.

Respond to and resolve difficult and sensitive inquiries and complaints

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Operational characteristics, services, and activities of a comprehensive public works program.

Organization and management practices as applied to the analysis and evaluation of public works programs, policies, and operational needs

Modern and complex principles and practices of public works program development and administration.

Methods and techniques for writing and giving presentations, conducting and administering contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures

Advanced principles and practices of municipal budget preparation and administration.

Principles of supervision, training, and performance evaluation

Pertinent Federal, State, and local laws, codes, and regulations.

Safe driving principles and practices.

Skill to:

Operate modern office equipment including computer equipment and software

Operate a motor vehicle safely.

Ability to:

Provide administrative and professional leadership and direction for the Public Works Department.

Develop, implement, and administer goals, objectives, and procedures for providing effective and efficient public works services.

Plan, organize, direct, and coordinate the work of management, professional, technical, and administrative support personnel; delegate authority and responsibility.

Select, supervise, train, and evaluate staff.

Identify and respond to community, executive City management, and City Council issues, concerns, and needs.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Research, analyze, and evaluate new public works service delivery methods, procedures, and techniques

Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.

Prepare clear and concise administrative reports, presentations, and analyses.

Interpret and apply the policies, procedures, laws, codes, and regulations pertaining to public works programs and functions.

Communicate clearly and concisely, both verbally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted during work.

Minimum Qualifications:

Experience:

Ten (10) years of responsible public works experience including five (5) years of management and supervisory experience

Training:

Bachelor's degree from an accredited college or university with major course work in engineering or a related field. A Master's degree is desirable.

License or Certificate:

Possession of an appropriate, valid driver's license and insurability at regular rates for the City's automobile insurance.

Possession of a Certificate of Registration as a Professional Engineer in the State of California.

Possession of, or ability to obtain, a Grade II Water Distribution Operator Certificate.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment including ability to sit, stand, walk, kneel, crouch, stoop, squat, twist, and lift 10 lbs.; ability to travel to different sites and locations.

Effective Date: September 2017

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
CITY ENGINEERING SERVICES

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

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services.

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

1.2 Compliance With Law.

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

1.3 Licenses, Permits, Fees and Assessments.

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

1.4 Engineering Fee Bank Account.

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

2.0 COMPENSATION

2.1 Contract Sum.

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

2.2 Method of Payment.

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

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

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

3.2 Contract Officer.

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

3.3 Prohibition Against Subcontracting or Assignment.

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

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WITH TRI-LAKE

3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance.

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

(a) Comprehensive General Liability Insurance.

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

(b) Worker's Compensation Insurance.

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

(c) Automotive Insurance.

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

(d) Errors and Omission Professional Insurance

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

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

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

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

4.2 Indemnification.

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

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5.0 TERM

5.1 Term.

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

5.2 Termination Prior to Expiration of Term.

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

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination.

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

6.2 Non-liability of City Officers and Employees.

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

6.3 Conflict of Interest.

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

CONTRACT SVCS AGR
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6.4 Notice.

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

6.5 Interpretation.

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

6.6 Integration; Amendment.

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

6.7 Severability.

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

6.8 Waiver.

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

6.9 Attorneys' Fees.

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

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6.10 Corporate Authority.

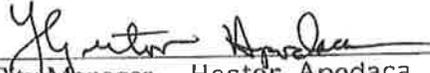
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions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

[END - SIGNATURE PAGE FOLLOWS]

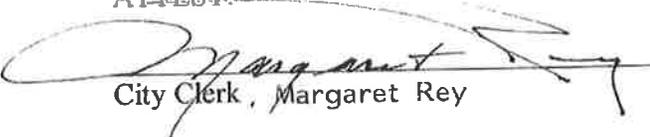
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF PERRIS,
a municipal corporation


City Manager, Hector Apodaca

ATTEST:


City Clerk, Margaret Rey

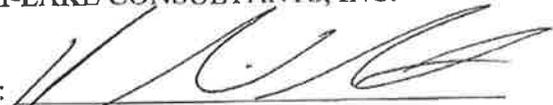
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP


City Attorney, Eric Dunn

CONTRACTOR:

TRI-LAKE CONSULTANTS, INC.

By: 
Name: Habib Motlagh
Title: Principal

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "A"
SCOPE OF SERVICES

PROFESSIONAL CITY ENGINEERING SERVICES

MANAGERIAL SERVICES

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

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

GENERAL CITY ENGINEERING SERVICES

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

Process new maps, agreements and bonds

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

Process grading permits

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

Process encroachment permits

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

Process traffic control plans

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

Counter and telephone service

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

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

PLAN CHECK SERVICES

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

1. With the first plan check submittal the Contractor shall research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, and tentative maps, etc. The City will make available City records on regularly scheduled workdays. City copy machines will be made available to the Contractor to reproduce any plans or other documents as necessary for the Contractor's use in performing the plan check.
2. The City will provide the project conditions of approval with the first plan check.
3. The Contractor shall check and review the maps, plans, specifications, and construction cost estimate for conformance to the City of Perris' standards and practices. The consultant shall provide clear, concise, and complete plan check reviews to include, but not limited to, among other things, boundary control, closure calculations, City title block, project title; vicinity (location) map; north arrows; scales; general notes; construction notes; quantity estimates, construction legend; telephone numbers of utilities and other affected agencies and businesses; existing improvements; building locations, entrances; drive approaches; water service location; sewer manhole lid and water valve lid; cross gutters; pedestrian ramps; painting of traffic stripes and legends; curb returns; details of private improvements to be constructed, reconstructed or relocated, such as driveways, parking lots, drainage devices 18 inches and larger, other details that are of benefit to and/or requested by the City.
4. The Contractor shall perform subsequent plan checks to complete the plan checking process as deemed necessary.
5. The Contractor shall coordinate final map, parcel map, lot line adjustments, parcel mergers, conditional/certificate of compliance, grading plan reviews and approvals with the City's Building and Safety Division and the Planning Division.
6. The Contractor will maintain original drawings of street plans, drain plans, etc. for the City. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects

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

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

CONSTRUCTION OBSERVATION SERVICES

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

EXHIBIT "B"

SCHEDULE OF COMPENSATION

EXHIBIT "B"
SCHEDULE OF COMPENSATION

PROFESSIONAL CITY ENGINEERING SERVICES
Effective July 1, 2003

Schedule of Lump Sum Fees

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

EXHIBIT "B"
SCHEDULE OF COMPENSATION

Effective July 1, 2003

Hourly Billing Rates

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

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



TRI LAKE
CONSULTANTS, INC.
MUNICIPAL ENGINEERS

Schedule of Compensation
Effective January 1, 2014

Hourly Billing Rates

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

* New Position

MAILING: P.O. BOX 606 / PERRIS, CA 92572
OFFICE: 170 WILKERSON, SUITE D / PERRIS, CA 92570
PHONE: 951-943-6504 / FAX: 951-943-8416

CITY OF PERRIS

SUPPLEMENTAL AGREEMENT FOR ENGINEERING FEE BANK ACCOUNT

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follow:

1.0 ENGINEERING FEE BANK ACCOUNT

1.1 Purpose of Bank Account

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

1.2 Signature Authority

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

1.3 Responsibility for Fee Collection

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

2.0 ALLOCATION OF ENGINEERING FEES

2.1 Plan Check Fees

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

2.2 Public Works Improvement Inspection Fees

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

2.3 Timing of Contractor's Draw Downs

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

2.4 Unused Fees/Refund of Fees

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

2.5 Sharing of Collected Fees

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

3.0 ACCOUNTING AND REPORTING

3.1 Reports and Reconciliations

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

3.2 Bank Statements and Related Documents

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

3.3 Check Stock and Register

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

3.4 Responsibility of Funds

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

3.5 Use of Engineering Account for Other Purposes

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

3.6 Ownership of Funds

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

END - SIGNATURE PAGE FOLLOWS

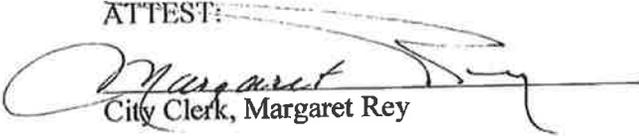
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF PERRIS,
a municipal corporation


Interim City Manager, Hector Apodaca

ATTEST:

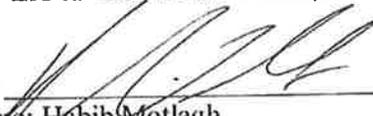

City Clerk, Margaret Rey

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


City Attorney, Eric Dunn

CONTRACTOR:

TRI-LAKE CONSULTANTS, INC.

By: 
Name: Habib Motlagh
Title: Principal

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

END OF SIGNATURES

CITY OF PERRIS
SUPPLEMENTAL AGREEMENT
FOR
ENGINEERING FEE BANK ACCOUNT

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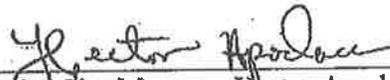
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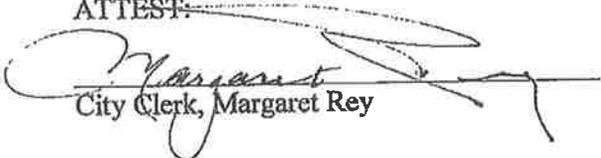
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CITY:

CITY OF PERRIS,
a municipal corporation


Interim City Manager, Hector Apodaca

ATTEST:

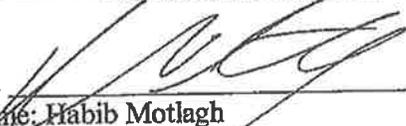

City Clerk, Margaret Rey

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


City Attorney, Eric Dunn

CONTRACTOR:

TRI-LAKE CONSULTANTS, INC.

By: 
Name: Habib Motlagh
Title: Principal

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

END OF SIGNATURES

- 9 B. Consideration/Discussions approved contract service Agreement for City Engineering Service and Supplement Agreement for Engineering Fee Bank Account and authorize the Interim City Manager to execute both Agreements.

Councilwoman Rogers explains that this item is to formalize the arrangement that exist between Habib Motlagh, the Principal Engineer of Tri Lake Consultants and the City of Perris. Mr. Motlagh has been the City's Engineer since 1988. This item is actually formalizing, establishing a social service, establishing a compensation schedule. It also provides for accountability for the City of Perris. There is no fiscal impact, just formalizing.

Councilwoman Rogers addresses the Council.

PUBLIC COMMENT:

COUNCIL QUESTIONS & DISCUSSIONS:

Councilman Yarbrough asked: Where is this coming from, did someone decide that this was needed?

Councilman Yarbrough's comment.

Interim City Manager Apodaca replied by saying that #1, it is always good practice to have an updated Contract. And #2, it's a question that was raised in the past by the County Grand Jury and this was part of the process of addressing some of the concerns that were pointed out.

Interim City Manager's reply

Councilman Motte commented that he was pretty impressed with the grants that were obtained, \$6M, over 4 years - 1999-2003.

Councilman Motte impressed

Councilman Landers commends City Engineer Habib Motlagh, he is very knowledgeable as far as the water and sewage and Public Works and all facets of the City. He felt that City Engineer Motlagh might have saved the City from bankruptcy, many years ago, when he took over as Interim City Engineer. Taking all into account, Councilman Landers thinks this is why Council should approve this Agreement.

Councilman Landers's make a motion to Approve the City Engineering Services Agreement.

Councilwoman Rogers second, Councilman Landers motion to approve the Engineering Service Agreement

Councilwoman Rogers second the Motion

Approved 5-0

M/S/C (Rogers/Landers)

- C. Consideration/Discussion to award the bid for the "D" Street Improvement Project, the lowest responsible bidder and reject all other bids received of in the alternative, reject all bids and authorize staff to re-advertise

City Attorney Dunn's recommendation

City Attorney Dunn comments and reminds the Mayor that this

CC-RDA-PUA & CONTRACT SERVICES AGREEMENTS STATUS 2002-03

CC DATE	TYPE	AGENCY/PARTY	STATUS	DATE	DATE COMPLETED
CC/RDA/PPFA & PPUA 05/27/03	State of California relating to general law Cities, and requesting the Registrar of Voters of the County of Riverside to render specified services and Resolution Number 3111 pursuant to the required laws of the State of California for the purpose of adopting regulations for candidates for elective office and costs incurred thereof and in conformance with Resolution Number 3004 equitable compensation shall be rendered for specific duties outlined in the Election Code.		05/31/03: Received Contract Services Agreement - City of Perris Contract Services Agreement for City Engineering Services and Supplemental Agreement for Engineering Fee Bank Account.		
CC/RDA/PPFA & PPUA 05/27/03	9B. Business Items: Approval of Contract Services Agreement for City Engineer Services and the Supplemental Agreement for Engineering Fee Bank Account, and authorizing the Interim City Manager to execute both agreements		06/02/03: Gave to MR to obtain signatures. Mr. Apodaca has already signed.		
CC/RDA/PPFA & PPUA 05/27/03	9C. Business Items: Award the bid for the D Street Improvement Project to the lowest responsible bidder, and reject all other bids received, or in the alternative, reject all bids and authorize staff to readvertise.		06/11/03: Fully executed original to Habib Mottagh, City Engineer. Faxed a copy to Eric Dunn, City Attorney, filed original copy in fireproof under Agreements - Contract Services - Mottagh, Habib (filed alphabetically)		
CC/RDA/PPFA & PPUA 05/27/03	15. Closed Session: Conference with Legal Counsel - Anticipated Litigation Government Code Section 54956.9(b) - one case.		Posponed until after Closed Session.		
Received 5/7/03	Three copies of March Joint Powers Utilities Authority - Joint Exercise of Powers Agreement between City of Moreno Valley, City of Perris and City of Riverside for the purpose of Creating a Joint Powers Authority to provide Utilities Service to the Property formerly known as March Air Force Base (dated as of the 9 th day of July 2002).		All bids were rejected and project will be readvertised.		
Received 05/28/03	Regulatory Agreement - Perris Redevelopment Agency made the 23 rd day of May 2003 by and between Lilijan Washington ("Owner") and the Perris Redevelopment Agency ("Agency").	Perris Redevelopment Agency	06/02/03: Gave to MR to obtain signatures.		
Received 05/28/03	Regulatory Agreement - Perris Redevelopment Agency Made the 23 rd day of May 2003 by and between Jose Armenta and Kate Murphy (Owner) and the Perris	Perris Redevelopment Agency	06/05/03: It is expected that this agreement will be picked up today by Detente Escrow to be delivered to the County Recorder. Copy filed in fireproof under Agreements - Regulatory Agreement - Lilijan Washington and the Perris Redevelopment Agency.		
Received 05/28/03	Regulatory Agreement - Perris Redevelopment Agency Made the 23 rd day of May 2003 by and between Jose Armenta and Kate Murphy (Owner) and the Perris	Perris Redevelopment Agency	06/02/03: Gave to MR to obtain signatures.		
			06/05/03: It is expected that this agreement will be picked up today by Detente Escrow to be delivered to the County		

fs1\log\cc-rda-pua.status
6/18/03



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 28, 2023

SUBJECT: To award a contract with Storm Guard Construction to remove and replace a roof section at 227 North "D" Street.

REQUESTED ACTION: Approve a contract with Storm Guard Construction for \$108,000.00 to remove and replace a roof section at 227 North "D" Street and authorize the City Manager to execute the agreement and all necessary documents subject to City Attorney as to form.

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

BACKGROUND/DISCUSSION:

The purpose of this item is to authorize the City of Perris to enter into an agreement with Storm Guard Construction to remove and replace a section of the existing roof located at 227 North "D" Street. The section of the roof that will be replaced has exhausted its life expectancy and has displayed leaks during rain events. To complete the replacement prior to the rainy season, staff requested quotes for the removal and replacement of the roof. A total of three (3) estimates were received:

Storm Guard Construction	\$108,000
Pineda General Construction, Inc.	\$119,970
Superior Roofing	\$125,010

Staff recommends the agreement be awarded to the lowest bidder, Storm Guard Construction, and for the City Council to approve the attached agreement in the amount of \$108,000.00 with a 20% contingency of \$21,600 for a total of \$129,600.

BUDGET (or FISCAL) IMPACT: There will be no impact on the general fund, as funding has been approved by the Council in the annual CIP account F057 Building Maintenance budget.

Prepared by: Liset Hernandez, Public Works Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager WB

Deputy City Manager EL

- Attachments: 1. Storm Guard Construction Contract
2. Estimates Received

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

**ATTACHMENT 1:
Storm Guard Construction Contract**

**CITY OF PERRIS
PUBLIC WORKS CONTRACT FOR
COMMUNITY SERVICES ROOF COATING REPLACEMENT**

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this 28 day of November_ 2023 by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and STORM GUARD CONSTRUCTION (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: specifications and information for work included in the Contractor's Proposal, attached in Exhibit A, which is 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 INSTALL remove the existing roof and replace with the installation of two layers of fiberglass fire sheet for class "A" roof install at the Community Service Building, located at 227 North D Street, 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 and eight thousand dollars and zero cents (\$108,000.00).

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.

_____, 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. No other provision in this Agreement shall limit Contractor's obligations under Section 4.2(a) above.

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 removal and replacement of the air conditioning unit shall commence on the ____ day of _____ 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.

7.2 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
Storm Guard Construction
29131 Mesa Crest Way

Menifee, CA 92585
ATTN:

8.2 Handicap Accessibility Certification.

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

8.3 Records Retention Clause Examination and Audit

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Perris, 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 Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. 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 Riverside,

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.

8.10 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.

8.11 Attorneys' Fees

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

8.12 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.

8.13 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.

8.14 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:

STORM GUARD CONSTRUCTION

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]

- I.** Contractor shall perform the services set forth and described in Contractor's proposal attached to this Exhibit "A" ("Proposal").
- II.** In the event of any conflict between this Agreement and the Proposal, the controlling document shall be this Agreement.



CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

**ATTACHMENT 2:
Estimates Received**



STORM GUARD CONSTRUCTION

29131 Mesa Crest Way, Menifee CA 92584

License #1064158

SALES CONTRACT

PROPOSAL SUBMITTED TO Lisette	PHONE	DATE June 14, 2023
STREET 227 N. D St	JOB NAME 227 N. D St	
CITY, STATE, zip Perris, CA, 92570	JOB LOCATION Same	
EMAIL		

We hereby propose to furnish materials and labor necessary for the completion of:

NEW TPO-MULEHIDE 60 MIL ROOF SYSTEM:

1. THE EXISTING (1) ROOF WILL BE REMOVED TO THE BARE SHEETING. IF MORE THAN (1) LAYER OF ROOF, THE COST FOR AN EXTRA LAYER WOULD BE \$50.00 PER SQ. (10'X10').
2. INSTALL TWO LAYERS OF FIBERGLASS FIRE SHEET FOR CLASS "A" ROOF INSTALL.
3. 1/2" FAN FOLD FOAM INSTALL.
4. ONE LAYER OF TPO-MULEHIDE 60MIL MEMBRANE 20 YR WARRANTY INSTALL.
5. HD SCREWS WITH 2-3/8 STEEL PLATES TO HOLD MULEHIDE IN PLACE.
6. CLEAN UP ALL ROOFING DEBRIS AND HAUL AWAY.

UPON COMPLETION OF THE WORK, STORM GUARD CONSTRUCTION WILL BE CLEANING UP AND HAULING AWAY OUR DEBRIS.

***NOTE:** IF THERE IS ADDITIONAL UNKNOWN WOOD REPLACEMENT THERE WILL BE AN ADDITIONAL COST OF **\$10.00** PER SQ. FT. OR **\$12.00** PER LINEAR FT. FOR FASCIA BOARD REPLACEMENT TO CONTRACT PRICE*

INCLUDES CITY ROOF PERMIT.

THE SHEETING TO BE INSPECTED FOR DRY- ROT DAMAGE.

NOTE: PROJECT IS PRICED FOR REMOVAL OF 1 LAYER OF ROOFING. IF THERE IS UNKNOWN ADDITIONAL LAYERS TO BE REMOVED THERE WILL BE AN ADDED COST OF \$50 PER SQUARE (10'X10')

*

STORM GUARD CONSTRUCTION 20-YEAR WORKMANSHIP GUARANTEE AT ALL NEW ROOF AREAS.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Dollars \$108,000.00

Payments to be made as follows: 10% DEPOSIT, REMAINING 90% BILLED PROGRESSIVELY UPON COMPLETION OF BUILDINGS.

A finance charge of 1% per month (12% per year) will be charged on any balance over 30 days past due from date of invoice.

SEE "NOTICE TO OWNERS" AND "ARBITRATION OF DISPUTES" ON BACK OF CONTRACT

"Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning the responsibilities of a Contractor may be referred to the Registrar or the Board whose address is: Contractor's State License Board, 9835 Goethe Road, Sacramento, CA 95827. Mailing Address: P.O. Box 25000, Sacramento, CA 92826".

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon weather, strikes, accidents or delays beyond our control. The owner must carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. "ARBITRATION OF DISPUTES Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Uniform Rules for Better Business Bureau Arbitration, and the judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof". In the event of a suit regarding the agreement, the prevailing party may be awarded reasonable attorney fees. Work anticipated to be completed within 30 days of receipt of signed contract.



PLEASE SIGN AND RETURN THE WHITE COPY OF THIS CONTRACT

I HAVE READ, UNDERSTOOD, ACCEPTED AND RECEIVED

A COPY OF THE SALES CONTRACT.. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

YOUR ESTIMATOR IS: Michael Platt

Please Print: _____

NAME: Isset Hernandez

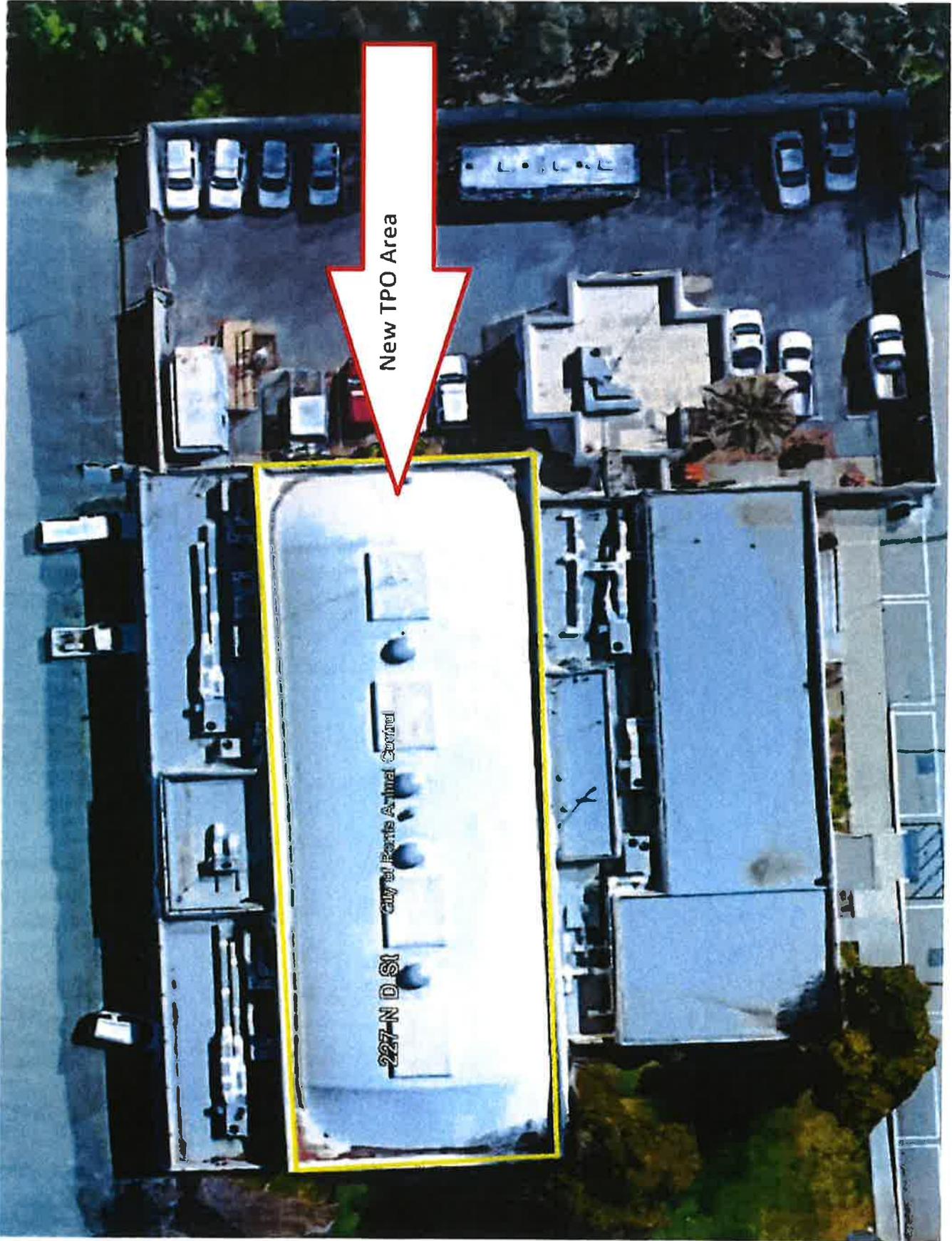
Signed Acceptance: _____

Signed Acceptance: [Signature]

Date: _____

Date: 11/9/2023

These Prices VOID after thirty (30) days.



New TPO Area

227-N D St - City of Ports Animal Control

Pineda General Construction, Inc.

Roof Replacement Quote: Middle Dome Roof



Date: October 25th, 2023

Customer Information

Name City of Perris
 Address 227 N. D St.
 City, State ZIP Perris, CA
 Phone 951-657-3280
 Email lhernandez@cityofperris.org

Contractor Information

Company Pineda General Construction, Inc.
 Name Arturo J Pineda
 Address 22063 Rosary Avenue
 City, State ZIP Nuevo, CA 92567
 Phone (951) 385-9149
 Email jpinedagc@gmail.com

Project name Roof Replacement

Completion date TBD

Scope of Work

NEW TPO ROOF (89 SQUARES/8,900SF): Remove and dispose of existing roofing materials and installation of a new flat roof. New roof to include installation of 3/8" min Securock gypsum fiber board (mechanically fastened) followed by the installation of 60mil white, single ply TPO roof. New roof to also include the replacement of all coping metal, scuppers and roof drains. To remove all crown molding accent around the building and install regular coping metal per code.
>>>Does not include wood sheathing replacement. Extra charge of (\$6.00/SF) if needed.

Description	Total
ROOF REPLACEMENTS (89 Squares/8,900SF)	\$119,970.00
GRAND TOTAL	\$119,970.00

Included/Not Included

This roof system includes a (15) year material manufacturer warranty and (10) year labor and material warranty from Pineda General Construction, Inc. All work includes prevailing wage.

Company Proposal

We, Pineda General Construction, Inc., propose the above scope of work, to be completed by TBD for the amount of \$119,970.00.

Arturo J Pineda
 Submitted by (Company Representative)

10/25/2023
 Date

Payment Options: Check or Cards Accepted





ROOF COATING SYSTEM

MAY 22, 2023

We can help you with
Residential, Commercial, Industrial
C39-865713

sales@superiorroofingsystems.com
7145575077

LISET HERNANDEZ

227 N D St
Perris, CA
92570



INTRODUCTION

Hi Liset,

Thank you for the opportunity to quote the roof work needed on your building! Please find the general scope below paired with the detailed scope in the quote section. We've also included a section with upgrade options for potential improvements to your project, if applicable.

The following estimate is for installing a **Commercial Grade Liquid Applied Cool Roof Coating System**. Benefits for this roof system would include, but not limited to, energy efficiency, thermal heat reduction at the roof line, no need for city permitting, and eliminates the need for full system replacement. Since the cool roof coating system is considered a maintenance expense, more often than not, the entire cost of the system can be written down year one. The cool roof coating system also eliminates the need for full a replacement while also carrying a warranty of either a 10, 15, or 20 years. Based on the information provided and the goals for this roof, I believe this option is the best way to protect the roof and keep the project on a competitive budget.

WORK TO BE PERFORMED AS LISTED BELOW: (SCOPE)

1. PRESSURE WASH AND CLEAN DEBRIS (EXCLUSIONS IN "QUOTE DETAILS" PAGE) FROM FLAT ROOF AREAS
2. MAKE ANY NECESSARY REPAIRS TO EXISTING ROOF SYSTEM
3. CLEAN AND RESEAL ALL PIPES VENTS WITH SEALANT AS REQUIRED
4. DRAINS TO BE PREPPED AND SEALED PRIOR TO COATING SYSTEM
5. INSTALL LIQUID APPLIED COOL ROOF COATING SYSTEM PER MANUFACTURERS SPECIFICATION
6. MANUFACTURER TO PROVIDE MATERIAL AND LABOR WARRANTY FOR THE TERM OUTLINED IN THE QUOTE SECTION
7. CLEAN AND HAUL AWAY ALL ROOFING DEBRIS
8. WILL PROVIDE ADDITIONALLY INSURED ON ACCEPTANCE OF PROPOSAL \$2,000,000 LIABILITY INSURANCE
9. WILL PROVIDE WORKER COMPENSATION FOR ALL CREW WITH STATE OF CA
10. CUSTOMER TO PROVIDE ACCESS TO ROOF AT THE REAR AND/OR FRONT OF THE BUILDING
11. CUSTOMER RESPONSIBLE FOR COSTS ASSOCIATED TO DISCONNECT, REMOVE, OR REMOUNT ANY ROOFTOP EQUIPMENT IF NECESSARY

We don't want you to be personally liable should a worker happen to get injured therefore we maintain current WCB for all employees and crews. In addition, we carry \$2,000,000.00 in liability insurance. As well, we have mandatory safety training for our staff to ensure safe practices always. Once the job is complete, we will complete an additional full inspection on your property to ensure everything was done correctly, up to our strict QA standards, and job site is left in better condition than it was found.

If you have any questions, please give me a call. We always want to provide the best value to our clients. If we are outside your budget, please let me know and we will do our best to work within those budget parameters.

Kind regards,
Rick Jones
rick@superiorroofingsystems.com
714-557-5077





INSPECTION









20-YR SYSTEM OPTION

Description	Qty	Unit price	Line total
20 YEAR PREMIUM SILICONE COOL ROOF SYSTEM			
<p>*****PRICING BASED ON PREVAILING WAGE*****</p> <p>REMOVE THE TERMINATION BAR AT THE EXTERIOR PARAPET WALL AND REMOVE THE EXISTING COPING METAL</p> <p>RE-INSTALL EXISTING SINGLE-PLY ROOFING OVER THE PARAPET WALL AND RE-INSTALL COPING METAL</p> <p>REMOVE SINGLE-PLY PATCHES INSTALLED OVER DRAINS AT TWO BUILDING CORNERS</p> <p>FURNISH AND INSTALL ADHESION PROMOTER AT A RATE OF 1GA/500SQFT</p> <p>FURNISH AND INSTALL WHITE SILICONE TOP COAT AT A RATE OF 2.5GA/100SQFT</p> <p>FURNISH AND INSTALL ROOFING GRANULES AT A RATE OF 15#/100SQFT</p> <p>TREAT FLASHINGS, PENETRATIONS, AND DRAINS WITH SILICONE SEALANT</p>	90	\$1,389.00	\$125,010.00
		Quote subtotal	\$125,010.00
		Total	\$125,010.00

AUTHORIZATION

20-YR SYSTEM OPTION

\$125,010.00

Name: Liset Hernandez

Address: 227 N D St, Perris, CA

Customer Comments / Notes

Liset Hernandez:

Date:

Thank you for the opportunity to bid your roofing project. If you have any questions or concerns throughout the process, please don't hesitate to reach out anyone on the team. We are looking forward to working with you!

CUSTOMER ACKNOWLEDGEMENT

Cancellation: You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You will lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your state/territorial consumer affairs office. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.

Deck Damage: I understand that if roof rot is discovered during tear-off Superior Roofing Systems reserves the right to replace sheathing and bill up to \$1000 in addition to the estimated cost without notifying in advance. This applies only to deck damage replacement that has not been identified in the project scope. Superior Roofing Systems will contact prior for authorization if wood replacement exceeds \$1000. []

Pressure Washing: Please be advised that during the pressure washing process of restoring a commercial roof, there is the possibility of water intrusion. Generally, there is little to no water intrusion, however it would be prudent to stage trash cans/bins or any type of water catchment device. In known leak areas to prevent any further damage. Please notify any and all tenants of this notice. Be advised to contact your superior roofing systems project manager of any situations where work may need to be halted due to water intrusion.

I understand that during the pressure washing process there is the possibility of water intrusion. Superior Roofing Systems will do everything in their power to avoid and mitigate water intrusion; Superior Roofing Systems is not responsible for any damages caused by water intrusion during the pressure washing process. []

Authorization: I certify that I am the registered owner of the above project property or have the legal permission to authorize **Superior Roofing Systems** to perform the work as stated and agree to pay the total project price in full.

Payment Terms: I understand that payment in full is due upon completion of work as stated in contract. All invoices not paid in full after (7) days will be subject to a 2% per month interest charge on the unpaid balance.

Warranty: I understand that any warranty provided by Superior Roofing Systems or material manufacturer's **WILL** be clearly stated within the scope of work. Due to the nature of commercial roofing work, no warranty will be assumed or implied.

Pricing: I understand that the pricing reflected in this proposal is valid for (14) days unless otherwise stated.

Liset Hernandez

Date:

I acknowledge that I have read and understand this page. Initials: _____

TERMS AND CONDITIONS

Nature of Work: Superior Roofing Systems shall furnish labor and materials to perform work described exclusively within this proposal. Superior Roofing Systems scope of work shall not fall outside of the scope described within referenced proposal. Superior Roofing Systems does not provide engineering, design, or architectural services. It is the responsibility of the Customer to retain a licensed architect or engineer to determine code compliance. If specifications, plans, or other design documents have been provided to Superior Roofing Systems, Customer warrants the validity regarding code compliance and conformation to all applicable laws and regulations. Superior Roofing Systems is not liable for any loss, damage, or expense due to defects in plan or design documents furnished to Superior Roofing Systems. Superior Roofing Systems is not liable for any loss, damage, or expense due to moisture and/or condensation or water intrusion caused by unsuitable specifications.

Insurance: Superior Roofing Systems shall carry workman's compensation, general liability, and automobile insurance. Superior Roofing Systems will furnish a COI upon request. If Superior Roofing Systems agrees to the Customer's request of naming "additionally insured" the additionally insured is intended to apply only to claims made against the additionally insured to the extent the claim against negligence of Superior Roofing Systems and is not intended to make Superior Roofing Systems insurer liable.

Roof Deck: Superior Roofing Systems proposal to perform work strictly and solely indicates that only a visual confirmation of the integrity of the roof system has been performed and is acceptable for the work proposed. Customer warrants that the building or structure(s) in which Superior Roofing Systems is to perform work are in sound condition and capable of handling the construction work outlined within Superior Roofing Systems proposal. Superior Roofing Systems is not responsible for the structural adequacy or quality of construction of the building in question. Superior Roofing Systems is not responsible for performing moisture surveys to assess the roof condition in relation to moisture content.

Right to Stop Work: If Customer fails to make proper payment to Superior Roofing Systems when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Superior Roofing Systems at its own discretion to suspend all work, material deliveries, and withhold any warranties due until the entire balance owed is paid in full. Customer will be responsible for any costs associated with the shutdown and re-start of work due to failure to execute payment.

Backcharges: No backcharges or claims against Superior Roofing Systems for payment of services, materials, and equipment provided by Customer to Superior Roofing Systems will be valid unless previously authorized and unless written notice is given within (3) days of the event occurrence, justifying the backcharge.

Existing Conditions: Superior Roofing Systems is not liable for any leakage that occurs through the existing roof or other sections of the building that have not yet been serviced or recoated by Superior Roofing Systems.

Site Availability: Direct access to the work site shall be provided for vehicles, materials, and roof accessibility. Superior Roofing Systems shall not begin work until the jobsite is ready to accept the work. Superior Roofing Systems is contracted to perform. Roof areas must be free from debris, un-operational mechanical equipment, snow, and any foreign objects that may inhibit work, unless otherwise stated within the scope of work. If jobsite is deemed to not meet the above criteria after Superior Roofing Systems has been notified to proceed with work, Superior Roofing Systems reserves the right to charge for any labor associated with lost time.

Drainage: Superior Roofing Systems will not be liable for any damages or claims based on or related to deficiencies in roof drainage. Customer is responsible for determining, with the aid of a licensed professional, whether the drainage design is sufficient for the roof type and whether additional components may be needed. Superior Roofing Systems work does not include evaluating the roof system for code compliance.

Deck Damage: I understand that if roof rot is discovered during tear-off Superior Roofing Systems reserves the right to replace sheathing and bill up to \$200 in addition to the estimated cost without notifying in advance. This applies only to deck damage replacement that has not been identified in the project scope. Superior Roofing Systems will contact prior for authorization if wood replacement exceeds \$200. Due to the nature of commercial roofing and restoration unforeseen circumstances can affect total project costs. Superior Roofing Systems is not liable for deck damage discovered

to be outside of the original scope of work after the commencement of work. Superior Roofing Systems makes no claims nor is liable for damages caused by wind uplift.

Warranty: A manufacturer's warranty shall be furnished to the Customer if a manufacturer's warranty is called for within the proposal. Acceptance of this proposal by the customer signifies this agreement that this warranty shall be and is the exclusive remedy against Superior Roofing Systems. SUPERIOR ROOFING SYSTEMS WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES.

Materials Attached to Deck: Superior Roofing Systems will make every effort possible not to disturb conduit lines and any other foreign objects attached or residing in the inside or outside of the roof deck. Superior Roofing Systems is not liable for any damage occurring to pipes, wires, conduit lines, cables, or any other foreign objects attached to the underside or exterior side of the roof deck. Superior Roofing Systems provided an estimated based the roof being free from wires, cables, or any foreign objects embedded or mechanically attached to the existing roof system unless otherwise stated.

Toxic Materials: Superior Roofing Systems estimated this proposal based on not coming into contact with Asbestos containing or toxic materials. Superior Roofing Systems is not responsible for claims, damages, or expenses arising from the presence or disturbance of Asbestos containing or toxic materials. Customer agrees to indemnify Superior Roofing Systems against any liability, losses, claims, or damages arising out of the presence of Asbestos containing or toxic materials.

Payment: Unless otherwise stated within the proposal, Customer shall pay the contract price plus any additional charges within ten (10) calendar days from the substantial completion of work. If completion of work extends past thirty (30) calendar days, customer shall make progress payments to Superior Roofing Systems by the 7th day of the month for the value of work and the value of materials provided for the prior month. All balances not paid by the date due will incur a two (2%) percent interest rate per month or at such rate permitted by California law. Superior Roofing Systems shall be entitled to recover all costs and expenses incurred due to the Customer failing to pay by the due date.

Interior Protection: Customer acknowledges that during the re-roofing and roof restoration process there may be dust and debris that is disturbed and may fall into the interior of the building. Customer agrees to remove any property that may be subject to damage from the events described above and Superior Roofing Systems is not liable for any claims made against damage caused by dust and debris. Customer shall notify tenants and the need to take necessary precautions to protect their interior property from damage. Pressure-washing will expose any active leaks within the roof membrane. It is the Customer's responsibility to move any property that may be damaged. Superior Roofing Systems is not liable for any claims or damages caused by water intrusion during the pressure-washing process.

Odors and Emissions: Customer acknowledges that during the roofing process certain odors and emissions will occur. Customer shall be responsible for indoor air quality including the management of all HVAC equipment, vents, pipes, doors, windows, and any other fenestrations that cause air infiltration. Superior Roofing Systems is not liable for any damages or claims made by a third party relating to odors and/or emissions from the roofing process.

Material Cost Escalation: Asphalt, Silicone, ISO, and other roofing products can be subject to extreme price volatility due to conditions that are beyond the control of Superior Roofing Systems. If a scenario occurs where high price inflation has occurred since the original contract date, the amount of the increase will be added to the original contract amount pending approval to commence work. Neither customer nor Superior Roofing Systems is required to execute the contract if unusual price volatility occurs and causes the contract price to be altered.

Mold: Superior Roofing Systems is not liable for mold and/or mildew occurring inside or under the roof deck. Customer agrees to notify Superior Roofing Systems of any leaks after work is performed to remedy the water intrusion as soon as possible. Customer will in no way hold Superior Roofing Systems liable for any claims or damages caused by ongoing leaks that have not been repaired. Superior Roofing Systems is not liable for any claims or damages regarding indoor air quality. Superior Roofing Systems is not liable for any damages or claims by a third party relating to the presence of mold.



CITY OF PERRIS

10.J.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 28, 2023

SUBJECT: Consideration to award a contract to C.S. Legacy Construction, Inc. for construction services of the Paragon Skate Park Project located at 264 Spectacular Bid, Perris CA, 92571.

REQUESTED ACTION: That the City Council 1) Award a contract to C.S. Legacy Construction, Inc., for a total contract amount of \$2,142,145.70; 2) Authorize 20% of the bid amount for project contingency; and 3) Authorize the City Manager to execute the Contract and all project related documents, subject to City Attorney approval as to form.

CONTACT: Sabrina Chavez, Community Services Director

BACKGROUND/DISCUSSION:

On June 16, 2022, city staff hosted an on-site community outreach event at Paragon Park to identify preferred skate park design and features in response to the skating community's desires to improve Paragon Skate Park located at 264 Spectacular Bid, Perris CA 92571. As a result, the city gathered a total of 261 survey responses identifying their favorite design along with preferred skate features to incorporate into the design, such as, steps, a ramp and a bowl. These results were presented at the Parks and Recreation Committee, and staff was directed to move forward with the design development of the project and solicit bids to secure construction services. The project consists of the removal of the existing modular skate park, and its replacement with a new custom built and innovative skate park to include new hardscape, concrete, rebar and reinforcement, lights, and footings. The final skate park design can be referenced in Attachment 3.

On March 20, 2023, bid documents were advertised on Active Bidder and published in the newspaper. Two bids were received on the bid due date of May 8, 2023, ranging from \$2,499,000 to \$2,558,000. The project architect's estimate was \$1,600,000. After reviewing all of the required bid documents received by the apparent low bidder, the contractor was determined to be nonresponsive due to an incomplete bid package submittal. The contractor did not solicit specialized skate park builder subcontractors for this project, as required by the city's bid instructions. It was determined that specialized skate park builder subcontractors were not available at that time but were expected to be available later in the fall. Staff briefed the Parks and Recreation Committee of bid results, and on June 13, 2023, the City Council approved staff's recommendation to reject all bids and rebid the project.

On October 5, 2023, the Paragon Skate Park Project was published on Active Bidder for a second round. A total of three bids were received on the bid due date of November 11, 2023, ranging from \$2,142,145.70 to \$2,468,000. The project architect's estimate was increased to \$2,000,000 to reflect inflation in construction costs. The lowest responsive bid was submitted by C.S. Legacy Construction, Inc., in the amount of \$2,142,145.70. Staff presented the bid results before the Parks and Recreation Committee on Wednesday, November 15, 2023, and was directed to proceed with a contract award to secure construction services for City Council consideration. C.S. Legacy has 20 years of experience in the construction of park projects in cities such as Victorville, Encinitas, Hemet, and Los Angeles. Most recently, C.S. Legacy completed the Gibbel Skate Park in the City of Hemet in November 2023, and Doris Davies Skate Park in the City of Victorville in December of 2020. Moreover, a project funding shortage of \$611,612 was presented to the Parks and Recreation Committee and staff was directed to reallocate \$575,000 from available American Rescue Plan Act funding (P053) and \$36,612 from available Park Development Impact Fee funding.

At this time, staff is recommending that the City Council award contract to C.S. Legacy Construction, Inc., for a total contract amount of \$2,142,145.70 for construction services of the Paragon Skate Park Project; authorize 20% (\$428,429.14) of the bid amount for project contingency due to unanticipated inflation costs with project materials and equipment; and authorize the City Manager to execute all project related documents.

BUDGET (or FISCAL) IMPACT: Cost associated with the contract award for construction services by C.S. Legacy Construction, Inc., of \$2,142,145.70 plus 20% (\$428,429.14) for project contingencies totaling \$2,570,575, would require a budget allocation in the amount of \$575,000 from available American Rescue Plan Act funding (P053) and \$36,612 from available Park Development Impact Fee funding to the Paragon Skate Park Project Capital Improvement Project Budget (CIP# P053).

Prepared by: Martin E. Martinez, Management Analyst

REVIEWED BY:

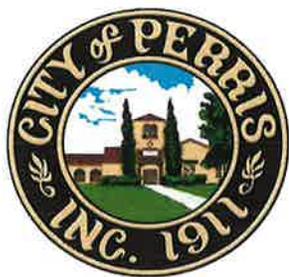
City Attorney _____

Assistant City Manager W/B

Deputy City Manager SR

- Attachments:
1. Contract Services Agreement
 2. Project Site Location
 3. Paragon Skate Park Design
 4. Due to size, Project Plans are available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>
 5. Active Bidder Bid Results
 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

ATTACHMENT 1: CONTRACT SERVICES AGREEMENT

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 C.S. Legacy Construction, Inc. (“**Contractor**”) and the City of Perris (“**City**”), for a total amount of \$2,570,574.84, consisting of \$2,142,145.70 as set forth in Contractor’s bid (the “**Contract Amount**”) and up to \$428,429.14 in a Construction Contingency amount if approved by the City pursuant to this Contract.

RECITALS

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 November 02, 2023 (“**Contractor’s Bid**”) and;

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

JOB NO.: P053
DESCRIPTION: Paragon Skate Park Project
LOCATION: 264 Spectacular Bid, Perris CA, 92571.

(hereinafter referred to as the “**Project**”).

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

1. **GENERAL SCOPE OF WORK**

- a. 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 Director of Community Services or his/her designee (the “**Project Manager**”). By executing this Contract, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of Work to be performed, (ii) has carefully considered how the Work should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Contract. If the Work involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Work hereunder.
- b. Contractor warrants all work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non conforming materials incorporated into the work) to be of good quality and free

from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non conformance of the work to the Contract, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

2. CONTRACT DOCUMENTS INCORPORATED

This Contract includes and hereby incorporates in full each of the following documents, including all exhibits, drawings, plans and specifications, attachments and addenda thereto (collectively, the "**Contract Documents**"):

- i. Notice Inviting Bids
- ii. Instructions to Bidders
- iii. Bid Forms
- iv. Contractor's Bid
- v. General Provisions

- vi. Special Provisions
- vii. Technical Specifications
- viii. Project Plans
- ix. Performance, Labor/Materials and Payment Bonds
- x. 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 and supplied 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 mandatory start construction date shall be the date stipulated in the Notice to Proceed issued by the Project Manager ("**Start Date**"). Contractor shall complete the Project within **One Hundred and Thirty Five (135) Working Days** from the Start Date ("**Completion 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 Five Hundred dollars (\$5000.00) 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.

Contractor's Initials: _____

4. INSURANCE AND BONDS

a. 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 Contract including any extension thereof, the following policies of insurance:

- i. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than

\$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The Product and Completed Operations coverage under the policy shall extend a minimum of three (3) years after completion of the Project. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. The policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer.

- ii. 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 Contract. At a minimum, Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- iii. Business Automobile Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- iv. Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off

the Project site or any staging area.

- v. Professional Liability Insurance (Errors & Omissions). Contractor shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Contract.
- vi. Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

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 to the Project Manager or the Project Manager's designee, as defined in the Contract Documents and incorporated herein. No work or service under this Contract 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 provisions of this Section 0(a) 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 pursuant to this Contract, 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.

b. **PERFORMANCE, LABOR, AND WARRANTY BONDS**

Concurrently with execution of this Contract, Contractor shall deliver to the City the following bonds in the form required under the Contract Documents or

otherwise by the Project Manager:

- i. Labor and Materials Bond. Concurrently with the execution of this Contract, Contractor shall deliver to City a Labor and Materials Bond in a sum not less than one hundred percent (100%) of the total Contract Amount, in the form provided by the Contract Documents or otherwise by the Project Manager, 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 Contract 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.
- ii. Performance Bond. Concurrently with execution of this Contract, Contractor shall deliver to City a Performance Bond in the sum of the Contract Amount, in the form provided by the Contract Documents or otherwise by the Project Manager, which secures the faithful performance of this Contract, unless such requirement is waived by the Project Manager or the Project Manager's designee. 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 Contract and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Contract.

The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Contract.

City shall release the Labor and Materials Bond and the Performance Bond when the following have occurred: (1) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under this Contract, (2) the work for the Project has been finally accepted by the City, and (3) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor and Materials Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law

- c. Sufficiency of Insurer and Surety

Insurance and bonds required by this Contract shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or higher in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or larger, unless otherwise approved by the City's Risk Manager due to unique circumstances. In addition, the insurance carrier must be currently authorized by the Insurance Commissioner to transact business of insurance or be on the List of Approved Surplus Line Insurers issued by the State of California. If the City determines that the work to be performed under this Contract creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds required this Contract may be changed accordingly upon receipt of written notice from the City.

5. COORDINATION OF WORK

a. Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Gregg Strumpf	President
Name	Title
Name	Title
Name	Title

The Principals shall be responsible during the term of this Contract for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Contract, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Contract. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Contract, prior to and during any such performance.

b. Status of Contractor

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Contract or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

c. City's Project Manager

It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the Community Services Department, to sign all documents on behalf of the City required hereunder to carry out the terms of this Contract.

d. 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 herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

6. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Contract. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Contract. In addition, neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall

include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

7. 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 City's Community Services Department, 227 N. D Street, Perris, CA 92570, and are available to any interested party upon request; or may be obtained online from the Department of Industrial Relations website at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. 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 workmen employed in the performance of this Contract 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.

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

9. 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 California Labor Code Section 1813, as amended.

10. WORKERS' COMPENSATION

California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor's Authorized Initials _____

11. 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.

12. DISCOVERY OF UNKNOWN CONDITIONS

- a. Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- b. City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Contract.
- c. In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

13. UNIDENTIFIED UTILITIES

To the extent required by Government Code Section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main

or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Contract is subject to Government Code Sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

14. TRENCH EXCAVATION

Pursuant to Labor Code Section 6705, if this Contract is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This Section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This Section shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

15. 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.

16. LICENSES, PERMITS, FEES AND ASSESSMENTS

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Contract. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Contract, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

17. 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, 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 and defend City, 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, its 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, 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, 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 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 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.

18. SUBCONTRACTOR COMPLIANCE

Contractor shall be responsible for ensuring 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.

19. THIRD PARTY CLAIM

Contractor shall notify City within 72 hours of the receipt of any third-party claim relating to this Contract.

20. 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.

a. Invoices

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Contract, Contractor is certifying compliance with all provisions of this Contract.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the Department of Industrial Relations. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Contract, as applicable, with Contractor's first invoice. If these rates change at any time during the term of this Contract, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

Upon receipt and approval of an invoice by the City, City shall pay Contractor in a manner consistent with City's normal procedures for handling accounts payable, 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 contained in the Contract Documents, and inspection made by the City, unless otherwise directed by the Project Manager, the Project Manager's designee, or labor

compliance officer. Payment to Contractor for work performed pursuant to this Contract shall not be deemed to waive any defects in work performed by Contractor.

b. Retention of Funds

City will deduct a five percent (5%) retention from all progress payments in accordance with Public Contract Code Sections 22300 and 7201, which are hereby incorporated into this Contract. City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Contract. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by Public Contract Code 7107, which is hereby incorporated into this Contract. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount. 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.

21. ADDITIONAL SERVICES

- a. City shall have the right at any time during the performance of the Work, without invalidating this Contract, to order extra work beyond that specified in the General Scope of Work, set forth in Section I of this Contract, or make changes to the Work by altering, adding to or deducting from said Work. No such extra work may be undertaken unless a written change order is first given by the Project Manager or the Project Manager's designee to the Contractor, incorporating therein any adjustment in (1) the Contract Amount, and/or (2) the time to perform this Contract, which said adjustments are subject to the written approval of the Contractor ("**Change Order(s)**"). Written Change Orders shall be made on forms prescribed by the Project Manager or the Project Manager's designee in accordance with Part I "Procedural Documents," Section CO of the Specification. Within ten (10) days after submission to the Project Manager of a Change Order that impacts the Contract Amount or the time for performance of the Work, the Contractor's representative shall provide the City's representative a written estimate of the effect of the proposed Change Order upon the Contract Amount and the actual cost of services that would be required for the change, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices and wage rates and the effect upon time for performance of the work for such Change Order. All Change Orders must be signed by the Contractor and the Project Manager (or his or her designee) prior to commencing the extra work thereunder.
- b. Any increase in compensation of up to ten percent (10%) of the Contract Amount or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (120) days may be approved by the Project Manager or the Project Manager's designee, provided that such increase does not materially affect the

Work in a detrimental manner or materially and detrimentally affect the interest of the City. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

- c. Any adjustment in the Contract Amount for a Change Order must be in accordance with the rates set forth in the Contractor's Bid and the Bid Schedule of Values. If the rates in the Contractor's Bid do not cover the type of work or materials in the Change Order, the cost of such work or materials shall not exceed an amount agreed upon in writing and signed by Contractor and the Project Manager or the Project Manager's designee. Contractor is solely responsible for timely performance of the work as changed by written direction. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order that is completed to the satisfaction of the City, as follows:
- i. Labor: The cost of labor shall be the actual cost for the wages of workers and subcontractors performing the work for the Change Order at the time such work is performed. The use of labor classifications that would increase the cost of such work shall not be permitted.
 - ii. Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or the lowest current price for which such materials and equipment are reasonably available at the time the work is performed, whichever is lower.
 - iii. Daily Reporting: Contractor must provide a daily report that includes all invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include the following: (1) list of names of workers, classifications, and hours worked; (2) description and list of quantities of materials used; (3) type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; (4) description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights to payment for the work performed for that day.
- d. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Contract or the Work, while City seeks estimates from third party contractors to perform additional services.

- e. No claim for an increase in the Contract Amount or time for performance shall be valid unless the procedures established in this Section are followed.

22. RIGHTS, TITLE, INTEREST

Pursuant to California Public Contract Code Section 7103.5(b), 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.

23. 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.

24. TERMINATION

City may terminate this Contract in whole or in part for cause or convenience by giving ten (10) calendar days' written notice to Contractor. 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 Contractor's failure to comply with the provisions of this Contract, which includes, but not limited to, (1) Contractor's refusal or failure 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 the Work required under this Contract with diligence if such services are prevented by acts of God, strikes, labor disputes, or other forces over which Contractor 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 Project Manager 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 completion 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 Project 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. Discontinuation of 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.

25. DISPUTE RESOLUTION PROCESS

Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this Section applies:

- a. Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided in the Contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.
- b. Supporting Documentation. The Contractor shall submit all claims in the following format:
 - i. Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.
 - ii. List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.
 - iii. Chronology of events and correspondence related to the claim.
 - iv. Statement of grounds for the claim.

- v. Analysis of the claim's cost, if any.
 - vi. Analysis of the claim's time/schedule impact, if any.
- c. City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.
- i. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
 - ii. Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual Contract of City and the Contractor.
 - iii. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- d. Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as

identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

- i. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 - ii. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.
 - iii. Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
 - iv. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- f. City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.
- g. Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code

claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 et seq., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

- h. Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:
- i. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.
 - ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - iii. Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.
 - iv. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

26. NOTICES

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Perris, 101 N. D Street, Perris, CA 92570 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Contract. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

27. ATTORNEYS' 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.

28. VENUE; CALIFORNIA LAW

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 Riverside, 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. This Contract shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California.

29. WAIVER

Waiver by any party to this Contract of any term, condition, or covenant of this Contract shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Contract shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Contract. 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. 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 Contract.

30. RIGHTS AND REMEDIES ARE CUMULATIVE

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

31. UNFAIR BUSINESS PRACTICES CLAIMS

Pursuant to Public Contract Code Section 7103.5, in entering into this Contract, Contractor offers and agrees to assign to the City 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. § 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 related to this Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

32. UNAUTHORIZED ALIENS

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

33. ACCOUNTS AND RECORDS

- a. 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.
- b. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Contract shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Contract, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents

or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

c. Copyright

- i. Contractor hereby voluntarily waives any and all claims as may arise against City, its officers, officials, employees, agents and authorized volunteers under VARA, 17 U.S.C §§ 106A and 113(d), or CAPA, Cal. Civil Code §§ 987 and 989, or any other local, state, foreign or international law, as currently drafted or as may hereafter be amended, that conveys the same or similar rights, with respect to the Project.
- ii. The City shall have all rights under the Copyright Act of 1976 (17 U.S.C. Sections 101 et seq.) and all other rights in and to the Project, including, without limitation, ownership, possession, and duplicate reproductions. To the extent this Section constitutes a transfer of the right to reproduction, this Agreement is intended to be and shall be deemed to constitute the document in writing required by California Civil Code subsection 982(c).
- iii. The covenants and obligations set forth in this Section shall be binding upon the parties, their respective heirs, legatees, executors, administrators, assigns, transferees, and successors in interest.
- iv. In the event that Contractor utilizes subcontractor for the Project, Contractor shall require the subcontractor to make the same voluntary waivers and transfer of rights as to the Project, as applicable, as provided in this Section. Contractor shall provide proof thereof to City prior to commencing the Work.

34. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No elected or appointed official, officer, agent 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 Contract.

35. INTERPRETATION

The terms of this Contract 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 Contract or any other rule of construction which might otherwise apply.

36. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed to be an

original, and such counterparts shall constitute one and the same instrument.

37. INTEGRATION; AMENDMENT

This Contract including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral Contracts between the parties hereto affecting this Contract and this Contract supersedes and cancels any and all previous negotiations, arrangements, Contracts and understandings, if any, between the parties, and none shall be used to interpret this Contract. No amendment to or modification of this Contract shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

38. SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or Sections contained in this Contract 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 Contract 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 Contract meaningless.

39. CONFLICT OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of work under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Contract.

No officer or employee of the City shall have any financial interest, direct or indirect, 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, 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 Contract.

40. WARRANTY & REPRESENTATION OF NON-COLLUSION

No elected or appointed official, officer, agent or employee of City has any financial interest, direct or indirect, in this Contract, nor shall any official, officer, or employee of City participate in any decision relating to this Contract which may affect his/her financial

interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City elected or appointed official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any Contract. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any Contract. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Contract void and of no force or effect.

41. 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 Contract to which said party is bound.

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.

CITY OF PERRIS

BY:

ATTEST:

Clara Miramontes, City Manager

Nancy Salazar, City Clerk

DATE:

APPROVED AS TO FORM:

Robert Khuu, City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

CONTRACTOR

CONTRACTOR NAME:

C.S. LEGACY CONSTRUCTION, INC.

CONTRACTOR'S ADDRESS:

**675 BREA CANYON RD, STE8,
WALNUT, CA, 91789**

STATE OF CALIFORNIA
CONTRACTOR'S LICENSE NUMBER:

CONTRACTOR'S LICENSE
EXPIRATION DATE:

CONTRACTOR'S BUSINESS
TELEPHONE NUMBER:

EMERGENCY TELEPHONE NUMBER:

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

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

CONTRACTOR

CONTRACTOR NAME:

CONTRACTOR'S ADDRESS:

STATE OF CALIFORNIA
CONTRACTOR'S LICENSE NUMBER:

CONTRACTOR'S LICENSE
EXPIRATION DATE:

CONTRACTOR'S BUSINESS
TELEPHONE NUMBER:

EMERGENCY TELEPHONE NUMBER:

BY:

BY:

NAME:

NAME:

TITLE:

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CONTRACTOR

CONTRACTOR NAME:

CONTRACTOR'S ADDRESS:

STATE OF CALIFORNIA
CONTRACTOR'S LICENSE NUMBER:

CONTRACTOR'S LICENSE
EXPIRATION DATE:

CONTRACTOR'S BUSINESS
TELEPHONE NUMBER:

EMERGENCY TELEPHONE NUMBER:

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

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[END SIGNATURES]



CITY OF PERRIS

COMMUNITY SERVICES

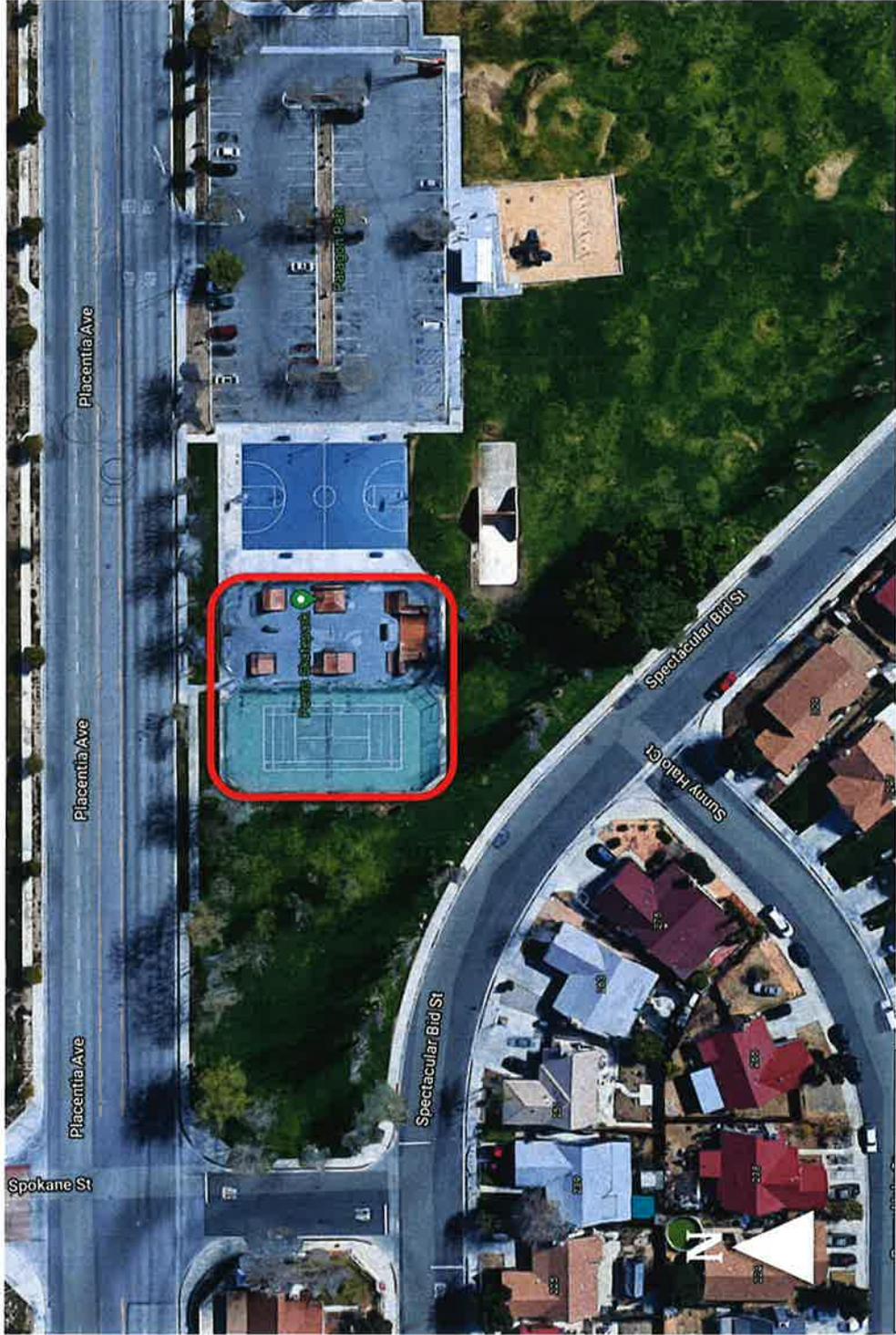
ATTACHMENT 2: PROJECT SITE LOCATION



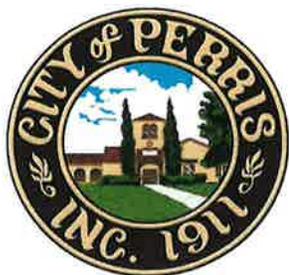
CITY OF PERRIS

COMMUNITY SERVICES

Project Site Location



Project
Location



CITY OF PERRIS

COMMUNITY SERVICES

ATTACHMENT 3: PARAGON SKATE PARK DESIGN



Paragon Park Skatepark Concept

Paragon Park Skatepark Concept
Perris, CA



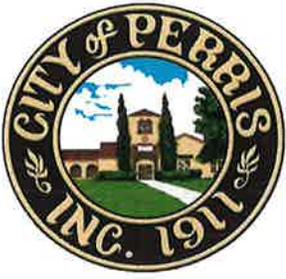
CITY OF PERRIS

COMMUNITY SERVICES

ATTACHMENT 4:

Due to size, Project Plans 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

ATTACHMENT 5: ACTIVE BIDDER BID RESULTS



CITY OF PERRIS

COMMUNITY SERVICES

Bid Results

Project: Paragon Skate Park Improvements

Description: Bid results from bids closing on Active Bidder on Thursday, November 2, 2023, for the Paragon Skate Park Improvement Project

Contractor:	Price
1) C.S. Legacy Construction, Inc.	\$2,142,145.7
1) Deark E&C, Inc.	\$2,443,410
2) Solex Construction, Inc.	\$2,468,000

Paragon Skate Park Improvements

Post Date: 10/05/2023 12:04 PDT

Due Date: 11/02/2023 before 13:00 PDT

Estimated Value: \$2,000,000

Paragon Skate Park Improvements

Estimated Value:	\$2,000,000	Bid Post Date:	10/05/2023 12:04 PDT
Department:		Bid Due Date:	11/02/2023 before 13:00 PDT
Bid Bond:	Yes	Performance Bond:	Yes
Payment Bond:	Yes		

License Requirements:

General A or B License

Project Information:

1) Paragon Skate Park Improvements Type: PRIMARY

Location:	264 Spectacular Bid Perris, CA 92570	Project Start Date:	10/10/2023
		Project End Date:	11/02/2023

Scope of Services:

The Project consists of the removal of an existing modular skate park and replacement with a new custom built skate park at an existing park within the City of Perris. The existing Paragon Skate Park is a modular on grade system set on previous tennis courts. This will require the demolition and removal of all existing items and hardscape including, concrete, rebar and or reinforcement, lights, and footings. In addition, the existing lighting control and conduits from an adjacent basketball court shall be re-routed and supplied as needed to avoid new features. A sump and pump system will be installed to serve the drainage needs of the new skate park that includes concrete features such as below grade pools and bowls. The sump pump system will be tied to an existing drainage conveyance system. New solar lighting will be purchased and installed also as part of this project. Areas of artificial turf will be installed around specific skate features as called for by the plans. Minor grading, turf removal and replacement, as well as required adjustments to the existing irrigation system shall also be completed with a 90-day maintenance period included.

Notes:

The Project consists of the removal of an existing modular skate park and replacement with a new custom built skate park at an existing park within the City of Perris. The existing Paragon Skate Park is a modular on grade system set on previous tennis courts. This will require the demolition and removal of all existing items and hardscape including, concrete, rebar and or reinforcement, lights, and footings. In addition, the existing lighting control and conduits from an adjacent basketball court shall be re-routed and supplied as needed to avoid new features. A sump and pump system will be installed to serve the drainage needs of the new skate park that includes concrete features such as below grade pools and bowls. The sump pump system will be tied to an existing drainage conveyance system. New solar lighting will be purchased and installed also as part of this project. Areas of artificial turf will be installed around specific skate features as called for by the plans. Minor grading, turf removal and replacement, as well as required adjustments to the existing irrigation system shall also be completed with a 90-day maintenance period included.

Prime contractor will need to supply confirmation of qualifying skate park installer.

Paragon Skate Park Improvements

Post Date: 10/05/2023 12:04 PDT

Due Date: 11/02/2023 before 13:00 PDT

Estimated Value: \$2,000,000

Registered Bidders / 7 total

#	Name	Company	Address	City	State	Phone
1	Strumpf, Gregg	C.S. Legacy Construction, Inc.	675 Brea Canyon Rd. STE 8	Walnut	California	9095902626
2	Onel, Vincent	Spohn Ranch Skateparks	6824 S Centinela Ave	Los Angeles	CA	6263305803
3	Trenholm, Don	Act 1 Construction, Inc.	444 6th street	Norco	California	9517351184
4	Almassry, Hazem	Elegant Construction Inc	15375 Barranca Parkway Suite J-103	Irvine	California	9494445161
5	LEE, SEAN	DEARK E&C, INC	1335 W. Valencia Dr. P	FULLERTON	CA	714-251-3777
6	Hosseini, Omeed	Solex Construction Inc	10350 Santa Monica Blvd. 250	Los Angeles	CA	4244001812
7	Richardson, Steven	Proterra Builders, Inc.	16470 Pauhaska Place	Apple Valley	CA	650-441-2540

Paragon Skate Park Improvements

Post Date: 10/05/2023 12:04 PDT

Due Date: 11/02/2023 before 13:00 PDT

Estimated Value: \$2,000,000

Results / 3 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Strumpf, Gregg	C.S. Legacy Construction, Inc.	675 Brea Canyon Rd. STE 8 Walnut, California 91789	9095902626	\$2,142,145.7	11/02/2023 14:56:16	Apparent Low Bidder
2	LEE, SEAN	DEARK E&C, INC	1335 W. Valencia Dr. P FULLERTON, CA 92833	714-251-3777	\$2,443,410	11/02/2023 14:58:48	
3	Hosseini, Omeed	Solex Construction Inc	10350 Santa Monica Blvd. 250 Los Angeles, CA 90025	4244001812	\$2,468,000	11/02/2023 13:59:59	

Paragon Skate Park Improvements

Post Date: 10/05/2023 12:04 PDT

Due Date: 11/02/2023 before 13:00 PDT

Estimated Value: \$2,000,000

1. Apparent low bidder details for: Strumpf, Gregg / C.S. Legacy Construction, Inc.

1) Paragon Skate Park Improvements

Item	UM	Qty	Unit Pricing	Item Total	
Project Start					
1	Project Start-Up including General Conditions, and Special Provision	LS	1	\$58,535	\$58,535
2	Construction Fencing with Windscreen	LS	1	\$23,000	\$23,000
3	Permits, Llicensing, and Fees	LS	1	\$2,500	\$2,500
4	Utility Verifications and Potholing	LS	1	\$2,925.6	\$2,925.6
				Subtotal	\$86,960.6
Demolition					
1	Demolition, Removal, and Salvage	LS	1	\$169,280	\$169,280
2	Tree Removal	LS	1	\$1,725	\$1,725
3	Clear and Grub	LS	1	\$17,250	\$17,250
				Subtotal	\$188,255
Metals (Fabricated Metal Skate Park Components)					
1	Metal Components Including Final Finish	LS	1	\$126,500	\$126,500
				Subtotal	\$126,500
Site Features					
1	Benches and receptacles	LS	1	\$20,129.6	\$20,129.6
				Subtotal	\$20,129.6
Electrical					
1	Current Court Lighting Systems adjustment to conduits and feeds	LS	1	\$31,970	\$31,970
2	New Single Head Solar Lights including footings and structural design and calculation	6 EA	1	\$82,800	\$82,800
3	New secured enclosure for sump pump control box including all conduits, bases, and writing	LS	1	\$23,575	\$23,575
				Subtotal	\$138,345
Earthwork/Drainage					
1	Grading including excavation	LS	1	\$304,750	\$304,750
2	Export of site soil	2000 CY	1	\$107,000	\$107,000
3	Drainage system excluding sump and pump unit	LS	1	\$25,870.4	\$25,870.4
4	Sump and pump unit Complete	LS	1	\$47,106.3	\$47,106.3

Paragon Skate Park Improvements

Post Date: 10/05/2023 12:04 PDT

Due Date: 11/02/2023 before 13:00 PDT

Estimated Value: \$2,000,000

1. Apparent low bidder details for: Strumpf, Gregg / C.S. Legacy Construction, Inc.

1) Paragon Skate Park Improvements

Item	UM	Qty	Unit Pricing	Item Total
5 Structural engineering for sump footing/base installation	LS	1	\$7,509.5	\$7,509.5
			Subtotal	\$492,236.2
Exterior Improvements				
1 Hardscape including Shot Crete, reinforced concrete, and custom-built concrete features	LS	1	\$851,000	\$851,000
2 Special finishes, including tile, copings, and surface treatments	LS	1	\$48,755.4	\$48,755.4
			Subtotal	\$899,755.4
Irrigation				
1 Initial testing, locating, and verification of function.	LS	1	\$2,189.6	\$2,189.6
2 Head and lateral line adjustment for full coverage of turf areas	LS	1	\$16,353	\$16,353
3 Replacement or installation of any valves or heads required due to adjusted layout or operational status (non-reusable/non-functioning/damaged)	LS	1	\$4,604.6	\$4,604.6
			Subtotal	\$23,147.2
Planting				
1 Sod - including Soil prep such as amendments and fine grading.	LS	1	\$8,625	\$8,625
2 Synthetic turf around skate features including required base material and retention materials.	LS	1	\$36,869	\$36,869
3 90-day maintenance	LS	1	\$7,751	\$7,751
			Subtotal	\$53,245
Additive Alternate Bid Items				
1 Removal and demo of existing Basketball Court Lights, including footings and flat work repairs, (6 double head lights)	LS	1	\$22,135.2	\$22,135.2
2 Purchase and installation of 6 total additional solar Lights (2 single head lights and 4 double headlights) include footings and structural design and calculations	LS	1	\$88,561.5	\$88,561.5
3 Hydroseed (shall be listed as a credit to replace sod from main bid) including Soil prep such as amendments and fine grading	LS	1	\$2,875	\$2,875
			Subtotal	\$113,571.7
			Project Total	\$2,142,145.7

Paragon Skate Park Improvements

Post Date: 10/05/2023 12:04 PDT

Due Date: 11/02/2023 before 13:00 PDT

Estimated Value: \$2,000,000

Subcontractor information for: Strumpf, Gregg / C.S. Legacy Construction, Inc.

Subcontractor	License #	Portion	Amount
1 Case Land Surveying, Inc. 614 N. Eckhoff st. Orange , CA.	L5411	survey	1%
2 Ironclad General Engineering, Inc. 3410 La Sierra Ave. #F306 Riverside , CA.	954859	grading	10%
3 Electro construction 2225 windsor ave altadena, CALIFORNIA 91001	95881	electrical	7%
4 California Surfacing 4457 Oak Lane Claremont, CA.	404352	surfacing	1%
5 Geocon Skateparks 24738 Gallineta Way Ramona, 92065		N/A	0%
6 California Skateparks 273 N Benson Ave. Upland, CA.	962150	skate parks	30%

Paragon Skate Park Improvements

Post Date: 10/05/2023 12:04 PDT

Due Date: 11/02/2023 before 13:00 PDT

Estimated Value: \$2,000,000

File attachment details for: Strumpf, Gregg / C.S. Legacy Construction, Inc.

File name	Description	Type	Size	Notes
Paragon Skateparks City of Perris	Additional	pdf	3.1 MB	Bid Proposal



CITY OF PERRIS
COMMUNITY SERVICES

October 11, 2023

ADDENDUM # 1
CITY OF PERRIS
Paragon Skate Park Project (P-053)

The following addendum is hereby made changing the Project Manual Project Information Sheet and Notice Inviting Bidders rescheduling the mandatory pre-bid meeting date and pre-bid questions & response deadline for the above-referenced project:

1. Revised Project Manual Part 2.
2. Community Workforce Agreement.

There are no other changes to the contract dates, the plans, or the specifications at this time.

This signed Addendum must accompany your Bid on Active Bidder:

Contractor

Date

C.S. Legacy Construction, Inc.

Company Name



CITY OF PERRIS
COMMUNITY SERVICES

NOTICE TO ALL BIDDERS

Completion and submittal of all enclosed forms including, but not limited to sheets **BF-14 & BF-15** is required and must be included with original bid. Failure to submit the required documents shall be deemed as an incomplete bid and shall not be considered by City as a valid bid.

BID FORM

Bid Date: October 10, 2023
Time: 1 PM (PST)
Place: 101 North "D" Street, Perris- Online through Active Bidder
Project: Paragon Skate Park

TO THE CITY OF PERRIS, hereinafter called the Agency, the undersigned, as Bidder, declares that he has carefully examined the location of the project, that he has examined the plans and specifications and addenda (if any), and has read the Information for Bidders, and hereby proposes and agrees, if this bid is accepted, to furnish all materials to do all work required to complete the said plans and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of C.S. Legacy Construction, Inc., hereinafter called "Bidder", organized and existing under the laws of the _____ State of California, doing business as corporation. Insert "a corporation", "a partnership", "a joint venture", or "an individual", as applicable.

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the various appurtenant items of work. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Since time is of the essence, Bidder hereby agrees to commence work under this Contract on **December 11, 2023**, and to fully complete all work on or before the 135-calendar days in accordance with the schedule provided in Notice Inviting Bids, after receiving the Notice to Proceed. The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of PERRIS. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that \$500 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.

BF-1



CITY OF PERRIS

COMMUNITY SERVICES

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Quantities provided in the Bid Schedule are for the purpose of comparison only and payments will be made on the basis of unit price or actual measurement of work completed. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder C.S. Legacy Construction, Inc., proposed subcontractor _____, hereby certifies that he has has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BF-2



CITY OF PERRIS

COMMUNITY SERVICES

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Quantities provided in the Bid Schedule are for the purpose of comparison only and payments will be made on the basis of unit price or actual measurement of work completed. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor Case Land Surveying, Inc., hereby certifies that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BF-2



CITY OF PERRIS COMMUNITY SERVICES

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Quantities provided in the Bid Schedule are for the purpose of comparison only and payments will be made on the basis of unit price or actual measurement of work completed. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor Ironclad General Engineering, hereby certifies that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BF-2



CITY OF PERRIS

COMMUNITY SERVICES

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Quantities provided in the Bid Schedule are for the purpose of comparison only and payments will be made on the basis of unit price or actual measurement of work completed. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor Electro Construction, hereby certifies that he has has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BF-2



CITY OF PERRIS

COMMUNITY SERVICES

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Quantities provided in the Bid Schedule are for the purpose of comparison only and payments will be made on the basis of unit price or actual measurement of work completed. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor California Surfacing, hereby certifies that he has has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BF-2



CITY OF PERRIS

COMMUNITY SERVICES

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Quantities provided in the Bid Schedule are for the purpose of comparison only and payments will be made on the basis of unit price or actual measurement of work completed. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor California Skateparks, hereby certifies that he has has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BF-2



CITY OF PERRIS

COMMUNITY SERVICES

Noncollusion Affidavit

(Title United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BF-3



CITY OF PERRIS
COMMUNITY SERVICES

DEBARMENT AND SUSPENSION CERTIFICATION

(Title 49, Code of Federal Regulations, Part 29)

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

N/A

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.

BF-4



CITY OF PERRIS
COMMUNITY SERVICES

NON LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities”, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

BF-5



CITY OF PERRIS
COMMUNITY SERVICES

Person who inspected site of the proposed work as a representative of your firm:

Gregg Strumpf

Name (please print)

10-09-23

Date of Inspection

Bidder acknowledges receipt of the following Addenda:

Addendum #1

Dated 10-11-23

Dated _____

Dated _____

Dated _____

NAME OF BIDDER: C.S. Legacy Construction, Inc.

NAME AND TITLE OF SIGNING PARTY: Gregg Strumpf - President

SIGNATURE OF BIDDER: _____

826870
Contractor's California License No.

(CORPORATE SEAL)

Gregg Strumpf
Name of License Holder

A, B, C-27
Type of License

10-31-25
Expiration Date

Contact Information:

Company Name: C.S. Legacy Construction, Inc.

Contact Person: Gregg Strumpf

Title: President

Company Address: 675 Brea Canyon Rd. STE 8
Walnut, CA 91789

Phone Number: 909-590-2626

Fax Number: 909-590-4117

BF-6



CITY OF PERRIS

COMMUNITY SERVICES

Bid Schedule

Bid Item #	Unit	Item Description	Unit Cost	Total Figures
PROJECT START				
1.	LS	Project Start-Up including General Conditions, and Special Provisions	\$ <u>58,535.00</u> LS	\$ <u>58,535.00</u>
2.	LS	Construction Fencing with Windscreen	\$ <u>23,000.00</u> LS	\$ <u>23,000.00</u>
3.	LS	Permits, Licensing, and Fees	\$ <u>2,500.00</u> LS	\$ <u>2,500.00</u>
4.	LS	Utility Verifications and Potholing	\$ <u>2,925.60</u> LS	\$ <u>2,925.60</u>
DEMOLITION				
5.	LS	Demolition, Removal, & Salvage	\$ <u>169,280.00</u> LS	\$ <u>169,280.00</u>
6.	LS	Tree Removal	\$ <u>1,725.00</u> LS	\$ <u>1,725.00</u>
7.	LS	Clear and Grub	\$ <u>17,250.00</u> LS	\$ <u>17,250.00</u>
Metals (Fabricated metal Skate Park components)				
8.	LS	Metal Components including final finish.	\$ <u>126,500.00</u> LS	\$ <u>126,500.00</u>
SITE FEATURES				
9.	LS	Benches and receptacles	\$ <u>20,129.60</u> LS	\$ <u>20,129.60</u>
ELECTRICAL				
10.	LS	Current court lighting systems adjustment to conduits and feeds	\$ <u>31,970.00</u> LS	\$ <u>31,970.00</u>

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CITY OF PERRIS

COMMUNITY SERVICES

11. 6 EA New single head solar lights \$ 13,800.00 EA \$ 82,800.00
including footings and structural design and calculations.
12. LS New secured enclosure for sump pump control box including all conduits, bases, and wiring \$ 23,575.00 LS \$ 23,575.00

EARTHWORK/ DRAINAGE

13. LS Grading including excavation \$ 304,750.00 LS \$ 304,750.00
14. 2000 CY Export of site soil \$ 53.50 CY \$ 107,000.00
15. LS Drainage system excluding sump and pump unit \$ 25,870.40 LS \$ 25,870.40
16. LS Sump and pump unit Complete \$ 47,106.30 LS \$ 47,106.30
17. LS Structural engineering for sump footing/base installation \$ 7,509.50 LS \$ 7,509.50

Exterior Improvements

18. LS Hardscape including Shot Crete, reinforced concrete, and custom-built concrete features \$ 851,000.00 LS \$ 851,000.00
19. LS Special finishes, including tile, copings, and surface treatments \$ 48,755.40 LS \$ 48,755.40

Irrigation

20. LS Initial testing, locating, and verification of function. \$ 2,189.60 LS \$ 2,189.60
21. LS Head and lateral line adjustment for full coverage of turf areas \$ 16,353.00 LS \$ 16,353.00

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CITY OF PERRIS
COMMUNITY SERVICES

22. LS Replacement or installation of any valves or heads required due to adjusted layout or operational status (non-reusable/non-functioning/damaged) \$ 4,604.60 LS \$ 4,604.60

Planting

23. LS Sod - including Soil prep such as amendments and fine grading. \$ 8,625.00 LS \$ 8,625.00

24. LS Synthetic turf around skate features including required base material and retention materials. \$ 36,869.00 LS \$ 36,869.00

25. LS 90-day maintenance \$ 7,751.00 LS \$ 7,751.00

TOTAL BASE BID AMOUNT FOR: PARAGON SKATE PARK RENOVATIONS PROJECT
(Total Lump Sum Bid Amount)

WRITTEN IN FIGURES \$ 2,028,574.00

Two million twenty-eight thousand five hundred seventy-four
WRITTEN IN WORDS dollars and zero cents

ADDITIVE ALTERNATE BID ITEMS:

BID ITEM #	UNIT	ITEM DESCRIPTION	TOTAL FIGURES
26.	LS	Removal and demo of existing Basketball Court lights, including footings and flat work repairs, (6 double head lights)	\$ <u>22,135.20</u> LS \$ <u>22,135.20</u>

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CITY OF PERRIS
COMMUNITY SERVICES

27.	LS	Purchase and installation of 6 total additional solar Lights (2 single head lights and 4 double headlights) include footings and structural design and calculations	\$ <u>88,561.50</u>	LS	\$ <u>88,561.50</u>
28.	LS	Hydroseed (shall be listed as a credit to replace sod from main bid) including Soil prep such as amendments and fine grading	\$ <u>2,875.00</u>	LS	\$ <u>2,875.00</u>

TOTAL ALTERNATE BID AMOUNT FOR: PARAGON SKATE PARK PROJECT
(Total Lump Sum Bid Amount)

WRITTEN IN FIGURES \$ 113,571.70

One hundred thirteen thousand five hundred seventy-one
WRITTEN IN WORDS dollars and seventy cents

GRAND TOTAL BID (BASE PLUS ALTERNATE) AMOUNT FOR: PARAGON SKATE PARK PROJECT
(Total Lump Sum Bid Amount)

WRITTEN IN FIGURES \$ 2,142,145.70

two million one hundred forty-two thousand one hundred forty-five
WRITTEN IN WORDS dollars and seventy cents

Please note the following regarding bids:

- Award will be based upon lowest total of all bid items (1-28) submitted to the Active Bidder website.
- Bid shall include all sales tax, and other taxes and fees.
- Contractor is required to purchase all bid items as well as install.
- Bid is for Project complete-in-place.
- Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed (except where noted otherwise, such as lump sum work/items).
- Quantities bid documents shall include list of subcontractors and manufacturer items.
- At discretion of City some of the items may be performed by others and therefore eliminated in part or whole. In these cases, the contractor shall not receive any reimbursement for loss of profit and other losses.
- The City reserves the right to reject any or all bids received.

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CITY OF PERRIS

COMMUNITY SERVICES

Please note the following regarding bids:

- A. Award, if made, will be based upon the responsible Bidder's lowest Grand Total Bid Amount of all bid items listed above. The City reserves the right to reject any or all bids received.**

The Grand Total Bid Amount stated above shall include all work and cost for work as specified on the project plans and delineated in the project specifications, whether specifically listed above or not, and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, tools and equipment, taxes, and all other taxes and fees, transportation cost, permit fees, testing laboratory cost, and all other costs made necessary by the Contract Documents to provide the City of Perris with a complete operational and facility meeting the approval of the City of Perris and other agencies having jurisdiction over the project.

- B. Bid is for a project complete-in-place.**
C. Bid shall include all sales tax, and all other taxes and fees.
D. Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated and shall include full compensation for all work and no additional compensation will be allowed thereof.

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order will be required prior to payment. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

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CITY OF PERRIS
COMMUNITY SERVICES

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
C.S. Legacy Construction, Inc. **as Principal,**
and Great Midwest Insurance Company **as Surety, are hereby held**
and firmly bound unto the CITY OF PERRIS as Agency in the penal sum of
Ten Percent of Total Bid Amount
(10%) of Total Amount Bid

_____ **for the**
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns. (Note: City of Perris requires bid bond to be at least equal to 10% of
bid amount).

Signed, this 31st **day of** October **, 20** 23 **.**

The Condition of the above obligation is such that whereas the Principal has submitted to the
Agency a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in
writing for the

Paragon Skate Park

NOW, THEREFORE,

A. If said Bid shall be rejected, or

B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said Bid) and shall
furnish Bonds for his faithful performance of said Contract and for the payment of all persons
performing labor or furnishing materials in connection therewith, the required Insurance
Certificates, and shall in all other respects perform the agreement created by the acceptance of
said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect;
It being expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety
and its Bond shall be in no way impaired or affected by any extension of the time within which
the Agency may accept such Bid; and said Surety does hereby waive notice of any such
extension.

BF-11A



CITY OF PERRIS
COMMUNITY SERVICES

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

**Two Witnesses
(if Individual):**

PRINCIPAL: C.S. Legacy Construction, Inc.

By: 

Title: Gregg Strumpf - President

ATTEST (If Corporation):

By: _____

Title: _____

(Corporate Seal)

SURETY: Great Midwest Insurance Company

ATTEST:

By: _____

By: 

Title: Kevin P. Reed, Attorney-in-Fact

Title: _____

(Corporate Seal)

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

THIS IS A REQUIRED FORM

BF-11B



CITY OF PERRIS
COMMUNITY SERVICES

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Great Midwest Insurance Company

800 Gessner Road #600

Houston, TX 77024

**(Name and Address of Agent
or Representative for
service of process in
California, if different
from above)**

Assured Partners of California Insurance Services, LLC

2913 S Pullman St.

Santa Ana, CA 92705

720-912-0668

(949) 261-3086

**(Telephone Number of Surety
and Agent or Representative
for service of process in
California)**

BF-11C

CLEAR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)
On 10/31/2023 before me, Jessica Tinoco Garcia, Notary Public
Date Here Insert Name and Title of the Officer
Personally appeared Kevin P. Reed
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Jessica Tinoco Garcia
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Document Date

Number of Pages Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

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

ACKNOWLEDGMENT

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

State of California
County of LOS ANGELES)

On NOVEMBER 2, 2023 before me, GLORIA MACIAS, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Gloria Macias* (Seal)



POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Aaron Fosburg, Kevin P. Reed

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

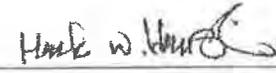
Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021

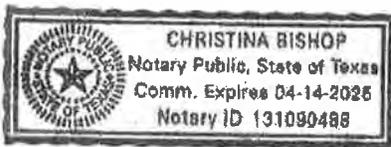


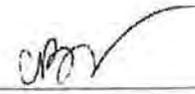
GREAT MIDWEST INSURANCE COMPANY

BY 
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY 
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 31st Day of October, 2023



BY 
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



**C.S. LEGACY CONSTRUCTION, INC.
MINUTES OF BOARD OF DIRECTORS MEETING**

A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF C.S. LEGACY CONSTRUCTION, INC, A CALIFORNIA CORPORATION, WAS HELD AT 675 BREA CANYON ROAD STE #8, WALNUT, CA 91789 ON MARCH 17, 2023.

THE BOARD OF DIRECTORS OF THE CORPORATION:

GREGG STRUMPF DIRECTOR

CONSTITUTING ALL OF THE MEMBERS OF THE BOARD OF DIRECTORS WERE PRESENT AT THE MEETING.

THE MOTION WAS DULY MADE, SECONDED AND CARRIED THE FOLLOWING RESOLUTION WAS ADOPTED:

RESOLVED, GREGG STRUMPF, PRESIDENT, IS SOLELY VESTED FULL AUTHORITY TO SIGN ANY AND AN ALL CONTRACTUAL DOCUMENTS FOR THE CORPORATION, AND THEREFORE HAS THE FULL AUTHORITY TO OBLIGATE THE CORPORATION IN ALL CONTRACTUAL MATTERS.

THE UNDERSIGNED, GREGG STRUMPF, PRESIDENT, CERTIFIED THAT GREGG STRUMPF IS THE DULY APPOINTED PRESIDENT OF C.S. LEGACY CONSTRUCTION, INC. AND THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE RESOLUTION DULY ADOPTED AT A MEETING OF BYLAWS OF SAID CORPORATION ON MARCH 17, 2023.

IN WITNESS THEREOF, I HAVE AFFIXED MY NAME AS PRESIDENT OF THE CORPORATION, AND HAVE ATTACHED THE SEAL OF C.S. LEGACY CONSTRUCTION, INC. TO THIS RESOLUTION.

DATE: MARCH 17, 2023



GREGG STRUMPF - PRESIDENT



CITY OF PERRIS
COMMUNITY SERVICES

DESIGNATION OF SUBCONTRACTOR

In compliance with the provisions of section 2.3 of the Standard Specifications, the Bidder shall set forth below the name and location of the mill, shop or office of each Subcontractor and the portions of the work, which will be done by that Subcontractor.

In compliance with the provisions of the Government Code, Section 4100-4108, the undersigned Bidder herewith sets forth the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction site of the work or improvements in an amount in excess of one-half of one percent (1/2%) of the Contractor's total bid and the portion of the work which will be done by each Subcontractor as follows:

**% Of Work
Trade To Be Done Name License No. Address**

1%	Survey	Case Land Surveying, Inc.	#15411	614 N. Eckhoff St. Orange, CA. 92668
10%	grading	Ironclad General Engineering, Inc.	#954859	3410 La Sierra Ave. #F306 Riverside, CA. 92503
7%	electrical	Electro Construction	#95881	2225 Windsor Ave. Altadena, CA. 91001
1%	Surfacing	California Surfacing	#404352	4457 Oak Lane Claremont, CA. 91711
30%	skate parks	California Skateparks	#962150	273 N Benson Ave. Upland, CA. 91786

* Identify any DBE subcontractors.



CITY OF PERRIS
COMMUNITY SERVICES

LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed, to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications, he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Agency. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Item or Material</u>	<u>Manufacturer or Supplier</u>	<u>DBE*</u>
N/A		

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Any manufacturer, which is not deemed to be equal to or better in every significant respect to that required by the Contract Documents, shall be rejected at the sole discretion of the Agency. Should such change be allowed by the Agency, bidder shall provide materials meeting the specification, as determined by the Agency, and there shall be no increase in the amount of the Bid originally submitted.

* Identify if Supplier is a DBE.



CITY OF PERRIS
COMMUNITY SERVICES

ANTI-TRUST CLAIM

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 Agency 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 [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 Contract or the Subcontract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgment by the parties.

RESPECTFULLY SUBMITTED:

_____ Signature	<i>[Handwritten Signature]</i>	_____ <i>Gregg Strumpf</i> Please Print
_____ <i>President</i> Title		_____ <i>675 Brea Canyon Rd. STE B</i> Address
_____ <i>10-31-23</i> Date		_____ <i>Walnut, CA 91789</i>

_____ <i>826870</i> Contractor's California License No.	_____ <i>A, B, C-27</i> Type of License
_____ <i>Gregg Strumpf</i> Name of License Holder	_____ <i>10-31-25</i> Expiration Date

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

20-0261685
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST _____
Gregg Strumpf



CITY OF PERRIS
COMMUNITY SERVICES

CERTIFICATION - LABOR CODE SECTION 1861

I, the undersigned Contractor, am aware of the provisions of section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR:

C.S. Legacy Construction, Inc.
Firm Name


Signature

Gregg Strumpf
Print Name

826870
Contractor's California License No.

10-31-25
Expiration Date

20-0261685
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST


Gregg Strumpf

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CITY OF PERRIS
COMMUNITY SERVICES

CERTIFICATION OF NON-DISCRIMINATION

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

DATED: 10-31-23

C.S. Legacy Construction, Inc.
(Name of Bidder)

(Signature)

Gregg Strumpf - President
(Typed Name and Title)

826870
California
License No.

A, B, C-27
Type of License

Gregg Strumpf
Name of License Holder

10-31-25
Expiration Date

20-0261685
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST

Gregg Strumpf



CITY OF PERRIS
COMMUNITY SERVICES

EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his experience.

GENERAL INFORMATION

Submitted by

(Check One)

- A Corporation
 A Partnership
 An Individual

Principal office 675 Brea Canyon Rd STE B (street address)
Walnut, CA 91789 (City, state, zip)
(909) 590-2626 (telephone number)
(909) 590-4117 (FAX number)
gregg@cslegacy.net (E-mail/optional)

1. If corporation:
 When incorporated? 9-18-2003 In what state? California
2. How many years has your organization been in business as a contractor under your present business name?
20 years

Previous business name, if changed during past three years.

N/A

3. How many years of experience in similar trail improvement projects has your organization had:

As a principal contractor? 20 years

As a subcontractor? 0

List a minimum of three new construction park projects which your company has performed in the last five years that meets or exceeded the total scope of work for Morgan Park Phase II Project where the cost of construction for each project was at least \$1,000,000 or greater:

Name & Address	Representative	Type of Work, Year
of Owner/Agency	and Telephone	Completed & \$ Amount
City of Victorville	Harry Mayo 760-955-5000	construction of new skatepark December 2020 \$1,199,528.00
City of Encinitas	Jill Bankston 760-633-2730	new park construction June 2021 \$4,177,236.00
City of Los Angeles	Javier Hernandez 213-847-4725	new park on vacant hill, new restroom, lighting, landscape, etc. June 2021 \$6,398,000.00

B-17A



CITY OF PERRIS
COMMUNITY SERVICES

4. In the past ten years, have you or your organization been debarred or suspended from eligibility to bid on city, state or federal work? No If so, state details below:

a. Officer(s), person(s), and organization(s) involved:

N/A

b. Reason for such failure:

N/A

c. Name of the surety:

N/A

d. Description of project:

N/A

5. In the past ten years, have you or your organization failed to complete any work awarded to you or your organization? Has any officer, member, or partner of your organization ever been an officer, member, or partner in an organization that failed to complete any work awarded to it? No If so, state details below:

a. Officer(s), person(s), and organization(s) involved:

N/A

b. Reason for such failure:

N/A

c. Name of the surety:

N/A

d. Description of project:

N/A

B-17B



DISQUALIFICATION OF BIDDERS

A bid may be rejected if it is incomplete, or if it contains any alterations of form or other irregularities of any kind including calculation errors in individual line items or the total bid. The City of Perris may reject any or all bids at any time for any reason, and the City of Perris may waive any immaterial deviation in a bid. The City of Perris' waiver of immaterial defect shall in no way modify the document or excuse the bidder from full compliance with all requirements set forth in the bid if awarded the contract. The decision respecting the existence or treatment of an irregularity, or incomplete bid, shall be determined in the discretion of the City of Perris, and that discretion will be exercised in the manner deemed by the City of Perris, to best protect the public interest in the prompt and economical completion of the work.

Any one or more of the following causes may be considered as sufficient for rejection of the bid and disqualification of the bidder as may be determined by the City of Perris.

- a. Developments, subsequent to establishment of a bidder's competency and qualifications, which in the opinion of the City of Perris would reasonably be construed as affecting the responsibility of the bidder.**
- b. Conviction of a major violation of a State or Federal law, or a rule or regulation of a Federal department, board or bureau, or a State department, board or commission, relating to or reflecting on the competency of the bidder for performing construction work.**
- c. More than one proposal for the same work from an individual, partnership or corporation under the same or different names.**
- d. Indictment for or evidence of collusion among bidders.**
- e. Failure to complete any contractual obligations satisfactorily as shown by past work for the City.**
- f. Noncompliance with terms of previous or existing contracts.**
- g. Previously uncompleted work, which in the judgment of the City of Perris might hinder or prevent the completion of the additional work, if awarded.**



CITY OF PERRIS

COMMUNITY SERVICES

<u>MATERIAL</u>	<u>TEST REQUIRED</u>	<u>CALIFORNIA TEST</u>
Permeable Material	Grading	202
	Sand Equivalent	217
	Durability Index	229
Imported Material (Shoulder Backing)	Grading	202
	Sand Equivalent	217
	Durability Index	229
Aggregate Subbase	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
Aggregate Base	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
	Durability Index	229
	Percentage of crushed particles	205
Screenings	Grading	202
	Loss in Los Angeles Rattler	211
	Crushed Particles	205
	Film Striping	302
	Cleanness valve	227
Asphalt Concrete (Except Open Graded)	Grading	202
	Specific Gravity	206
	(coarse & fine aggregate)	208]
	Percentage of crushed particles	205
	Loss in Los Angeles Rattler	211
	Sand Equivalent	217
	Film Striping	302
	Kc Factor (CKE)	303
	Kf Factor (CKE)	303
	Stabilometer	366
	Swell	305
	Moisture Vapor Susceptibility	307
Optimum Bitumen Content*	367	
Open Graded AC, Asphalt Treated Permeable Material, Asphalt Treated Permeable Base	Grading	202
	Crushed Particles	205
	Loss in Los Angeles Rattler (500 revolutions)	211
	Durability Index	229
	Firm Striping	310 or 362 or 379

*(Not shown in Construction Manual, use CDE frequency.)

Note: Should any potential source sampling and testing be waived by reason of previous acceptance of material from the source, there will be no reduction in contract prices by reason of such waiver.

FOREIGN MATERIALS – The requirements of the fifth paragraph in Section 6-1-08, "Foreign Materials," of the Standard Specifications shall not apply

BF-19

C.S. Legacy Construction, Inc.
REFERENCES

1. Maxwell Park Renovation

City of Anaheim
200 S. Anaheim, Ca 92805
Contact: Robert Palaeologus
(714) 765-5175 Ext 5711
Completed 11/08
\$1,669,901.50

2. Whittier High School Quad

Whittier Union High School District
9401 So. Painter Ave.
Whittier, Ca 90605
Contact: Doug Orndorff
(562) 698-8121 Ext 1537
Completed 08/2008 \$1,009,783.00

3. Meadows Park

City of Lynwood
11330 Bullis Road
Lynwood, Ca 90262
Contact: Arsenio Frontera
(310) 603-0220
(310) 635-0493
Completed 9/08 \$1,473,593.20

4. Hesperia Civic Plaza

City of Hesperia
9700 Seventh Ave.
Hesperia, Ca 92345
Contact: David R. Burkett
(760) 947-1202
Completed 9/2008 \$3,500,000.00

5. PCH Roadway Improvements

City of Dana Point
33282 Golden Lantern
Dana Point, Ca 92629
Contact: Todd Niemann
(949) 213-4231
Completed 09/2008 \$712,343.30

6. Dateland Park

City of Coachella
1515 Sixth Street
Coachella, Ca 92236
Contact: Mark Chappell
(760) 398-5744
(760) 398-1630
Completed 10/2008 \$1,679,765.61

7. Thornton & Windsor Parks

City of Santa Ana
P.O. Box 1988
Santa Ana, Ca 92702
Contact: William Albright
(714) 647-5029
Completed 9/2008 \$331,240.00

8. Dotson Park

City of Stanton
7800 Katella Avenue
Stanton, Ca 90680
Contact: Sean Crumby
(714) 379-9222 Ext. 204
Completed 12/08 \$1,866,279.00

9. Garcia Park

City of Rancho Cucamonga
10500 Civic Center Dr.
Rancho Cucamonga, Ca 91729
Contact: Karen Emery McGuire
(909) 477-2740 Ext. 4080
(909) 477-2746 Fax
Completed 09/08 \$1,831,717.25

10. Estudillo Parking Lot

City of San Jacinto
595 S. San Jacinto Ave
San Jacinto, Ca 92583
Contact: Holly Binkley
(951) 654-3592
(951) 651-3672
Completed 8/08 \$215,783.00

11. Memorial Park Walkway & Walkway Lighting

City of Pasadena
100 North Garfield Ave

Pasadena, Ca 91109
Contact: Reny Q. Quijano
(626) 744-6741
(626) 744-3892
Completed 09/2008 \$130,000.00

12. Oak Glen Park Improvements

County of San Bernardino
157 West Fifth Street
San Bernardino, Ca 92415
Contact: Greg Bacon
(909) 387-5940
(909) 387-5968
Completed 2008
Original Contract \$911,488.00

13. Westmister H.S. Parking Lot

Huntington Beach U.H.S.D
5832 Bolsa Ave.,
Huntington Beach, Ca 92646
Contact: Celia Taylor
(714) 903-7000
(714) 372-8105
Completed 01/09 \$854,832.00

14. 1000 Palms Community Park

Riverside County Redevelopment
C/O Ian Davison Landscape Architecture, Inc.
3744 Tenth St. Suite 200
Riverside, Ca 92501
Contract: Ian Davison
(951) 683-1282
(951) 683-4352
Completed 12/08 \$ 775,000.00

15. Centennial H.S. Softball Park

Compton U.S.D
C/O DeTerra
13181 Crossroads Pkwy North Ste. 200
City of Industry, CA 91746
Contact: Lisa Estrada
(626) 839-9300
(626) 592-3595
Completed 11/08 \$310,000.00

16. Moorpark College Walkway

Ventura Community College
C/O Heery
103 Durley Avenue
Camarillo, Ca 93010
Contact: Dick Jones
(805) 384-8152
(805) 384-8155
Completed 12/08 \$359,956.00

17.Sky Water Trail Sidewalk

City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234
Contact: Mitchell J. Nieman
(760) 770-0348
(760) 202-1460
Completed 10/08 \$143,021.00

18.Playfield Expansion

Pomona Unified School District
800 S. Garey Ave
Pomona, Ca 91766
Contact: Ava Hill
(909) 397-4800
(909) 397-5050
Completed 11/2008 Original Contract \$257,205.00

19.Banning Parking Lot

City of Banning
99 E. Ramsey Street
Banning, Ca 92220
Contact: Holly Stuart
(951) 922-3138
(951) 922-3141
Completed 12/08 \$961,941.00

20.Ball Jr. High Concrete

Anaheim Unified School District
501 Crescent Way
Anaheim, Ca 92803
Contact: Ralph Figueroa
(714) 999-2188
(714) 520-5741
Completed 8/2008 \$198,698.00

21. Slauson Ave Median

Los Angeles County
900 South Fremont Ave 8th Floor
Alhambra, Ca 91803
Contact: Irma V. Serna
(626) 458-4951
(626) 458-2197
Completed 08/2008 \$ 698,729.00

22.Cypress St. Improvement
City of Highland
27215 Base Line
Highland, Ca 92346
Contact: Etta R. Pulce
(909) 890-1255
(909) 890-0995
Completed 09/09 Original Contract \$437,389.00

23. Huntington Beach HS Tennis Courts
Huntington Beach
Union High School District
5832 Bolsa Ave
Huntington Beach, Ca 92649
Contact: Celia Taylor
(714) 903-7000
(714) 372-8105
Completed 03/2009 \$1,475,370.00

24. Downtown Infrastructure
City of Indio
100 Civic Center Mall
Indio, Ca 92201
Contact: Mariano Aguire
(760) 541-4230
(760) 391-4021
Completed 09/2009 \$3,550,000.00

25.Soccer Field
Beverly Hills Unified School District
255 S. Lasky Drive
Beverly Hills, Ca 90212
Contact: Arturo Arce
(310) 550-8049
(310) 551-0287
Completed 05/2009\$363,935.00

26.Community Services Parking Lot

City of Westminster
8200 Westminster Boulevard
Westminster, Ca 92683
Contact: Jake Ngo
(714) 898-3311
(714) 895-4499
Completed 10/09 Original Contract \$237,314.00

27. Veterans Park Sports

City of Colton
650 N. La Cadena Dr
Colton, Ca 92324
Contact: Thomas I Williams
(909) 370-5099
Completed 11/2009 \$3,046,000.00

28. South Laguna Streetscape

City of Laguna Beach
505 Forest Ave
Laguna Beach, Ca 92651
Contact: Lisa M. Penna
(949) 497-0792
Completed 11/2009 \$848,282.00

29. Challenger Youth Center

County of Los Angeles
900 South Fremont Avenue
Alhambra, Ca 91803
Contact: Brian Soria
(626) 459-5100
Completed 06/09 Original Contract \$101,294.00

30. Tierra Bonita Park

City of Lancaster
44933 Fern Avenue
Lancaster, Ca 93534
Contact: Jon H Manager
(661) 723-6000
Completed 07/09 Original Contract \$101,294.00

31. Marina High School Courts

Huntington Beach U.H.S.D
5832 Bolsa Ave
Huntington Beach, Ca 92649
Contact: Celia Taylor
(714) 903-7000

Completed 10/2009 \$1,268,639.00

32.Thundersky Park

City of Riverside
3900 Main Street
Riverside, Ca 92522
Contact: Andy Emery
(951) 826-5311
Completed 10/2009 \$1,259,000.00

33.Mary Van Dyke Park

City of South El Monte
1415 N. Santa Anita Avenue
South El Monte, Ca 91733
Contact: Norma Macias
(626) 579-6540
Completed 12/2009 \$1,259,000.00

34.Prime Desert Pavilion

City of Lancaster
44933 Fern Ave
Lancaster, Ca 93534
Contact: Neal Knopik
(661) 72-6000
Completed 10/2009 \$145,674.00

35.Robinson Park

City of Pasadena
100 North Garfield Avenue
Pasadena, Ca 91109
Contact: Steven L. Wright
(626) 744-7389
Completed 12/2009 \$ 2,459,699.00

36.Westminster H.S. South Parking Lot

Huntington Beach Union High School District
5832 Bolsa Avenue
Huntington Beach, Ca 92649
Contact: Celia Taylor
(714) 903-7000
Completed 10/2009 \$ 1,065,526.00

37.Huntington Beach H.S. Fire lane

Huntington Beach Union High School District
5832 Bolsa Ave
Huntington Beach, Ca 92649
Contact: Nelson Cayabyab

(714) 903-7000
Completed 10/2009 \$664,687.00

38. Villa & Singer Restrooms

City of Pasadena
100 North Garfield Avenue
Pasadena, Ca 91109
Contact: Steven L. Wright
(626) 744-7389
Completed 7/2010 \$458,855.00

39. Lake Skinner Improvements

Riverside County Regional Park & Open - Space District
4600 Crestmore Rd
Riverside, Ca 92509
Contact: Jason Plotkin
(951) 955-0169
(951) 955-1383
Completed 7/2010 \$4,162,378.55

40. West Downtown Pedestrian Improvement

City of Santa Barbara
630 Garden Street
Santa Barbara, Ca 93102
Contact: Eric Maple
(805) 564-5377
(805) 897-2613
Completed 04/2011 \$2,299,220.00

41. Fairmount Park Universal Play Area

City of Riverside
3900 Main Street
Riverside, Ca 92522
(951) 826-2000
(951) 826-2005
Contact: Andy Emery
Completed 06/2010 \$2,207,907.00

42. Palm Dr & Pierson Streetscape

City of Desert Hot Springs
65-950 Pierson Blvd
Desert Hot Springs
(760) 329-6411
(760) 288-0606
Contact: Jonathan Joy
Completed 06/2010 \$3,221,889.93

43. Eastside Box & Woodward Parks

City of Yorba Linda
4845 Casa Loma Avenue
Yorba Linda, Ca 92885
Steve Campbell
(714) 961-7168
Completed 06/2010 \$1,067,515.41

44. Peck Park

City of Los Angeles
1149 South Broadway
Los Angeles, Ca 90015
(213) 847-1922
Contact: Mary Carter
Completed 09/11 Original Contract \$3,636,946.00

45. Pioneer High School Sitework – Quad

Whittier Union High School District
9401 S Painter Ave
Whittier, Ca 90605
(562) 698-8121
Contact: Stephanie Rutenberg
Completed 09/2010
Original Contract \$1,088,487.00

46. El Toro Park Renovation

City of Lake Forest
25550 Commercentre Dr Suite 100
Lake Forest, Ca 92630
(949) 461-3400
Contact: Luis Estevez
Completed 09/2010
Original Contract \$ 563,681.00

47. Van Wig Courtyard Renovation

Bassett Unified School District
904 N. Willow Ave
La Puente, Ca 91746
(626) 839-9300
Contact: Wilson Vasquez
Completed 10/2010
Original Contract \$ 648,276.00

48. Hunter Hobby Park

City of Riverside
3900 Main St
Riverside, Ca 92522

(951) 826-2012
(951) 826-2038
Contact: Ewina Lau
Completed 12/2011
Original Contract \$4,754,813.00

49. Costa Mesa High School
Newport – Mesa Unified School District
2985 – A Bear Street
Costa Mesa, Ca 92626
(714) 424-5000
Contact: James Lamond
Completed: 09/2010
Original Contract \$ 369,072.00

50. Sepulveda Basin Sports Complex
City of Los Angeles
221 N. Figueroa St. Ste 1510
Los Angeles, Ca 90012
(213) 202-2640
Contact: Mary E Alvarez
Completed 01/2012
Original Contract \$ 7,301,548.00

51. Corona Del Mar High School
Newport Mesa Unified School District
2985 – A Bear Street
Costa Mesa, Ca 92626
(714) 424-5000
Contact: Jeffery Trader
Completed 02/2011 \$916,155.00

52. Multi-Site Track & Field Improvements
Huntington Beach Unified H.S.D.
5832 Bolsa Ave
Huntington Beach, CA 92649
(714) 903-7000 x 4359
Contact: Celia Taylor
Completed 05/2011 3,208,884.00

53. Atwater Park
City of Los Angeles
221 N Figueroa Street
Los Angeles, Ca 90012
(213) 202-2640
Contact: Mary E Alvarez



CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 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>



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: November 28, 2023

SUBJECT: Annexation of DPR 22-00003 to the City’s Maintenance Districts
 Owner(s): RG Patterson LLC
 APN(s): 314-110-008, 314-110-009, 314-110-010, 314-110-016, 314-110-017, 314-110-018, 314-110-020, 314-110-021, 314-110-022, 314-110-023, 314-110-043, 314-110-044, 314-110-045, 314-110-046, 314-110-052, 314-110-053, 314-110-058, and 314-110-059, located on Nance St. between Patterson and Wade Avenue
 Project: DPR 22-00003- Industrial Building

REQUESTED ACTION:

- 1) Open a Public Hearing on Annexation of DPR 22-00003 to the City’s Maintenance District No. 84-1 (streetlights), Landscape Maintenance District No. 1 (Parkways), and Flood Control Maintenance District No. 1 (Flood Control Facilities)
- 2) Open 3 Ballots (one for each maintenance district annexation)
- 3) Adopt 3 Resolutions Ordering the Annexation of DPR 22-00003 to the City’s Maintenance Districts, Approving the Engineer’s Reports, and the Levying of the 2023-2024 Assessments

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION: DPR 22-00003 is a construction of a 263,820 square foot industrial building on 14 acres within the Perris Valley Commerce Center Specific Plan, on Nance St. between Patterson and Wade Avenue (See attached Boundary Map).

On October 10, 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 November 28, 2023.

BUDGET (or FISCAL) IMPACT: The proposed maximum annual assessments are levied on the property within the annexation. They are subject to Standard Inflation Factors for the greater of CPI or three percent (3%), 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)	\$2,189.54
Landscape Maintenance District No. 1 (Parkways)	18,322.19

Flood Control Maintenance District No. 1 (Flood Control Facilities)
Total Maximum Annual Assessment

8,554.97
\$29,066.70

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____
Assistant City Manager WB
Deputy City Manager ER

Attachments:

1. Location Map
2. Resolution Ordering the Annexation of DPR 22-00003 to MD 84-1, Giving Final Approval to the Engineer's Report, and the Levying of the 2023-2024 Assessments.
3. Resolution Ordering the Annexation of DPR 22-00003 to LMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2023-2024 Assessments.
4. Resolution Ordering the Annexation of DPR 22-00003 to FCMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2023-2024 Assessments.

Consent:

Public Hearing: x

Business Item:

Presentation:

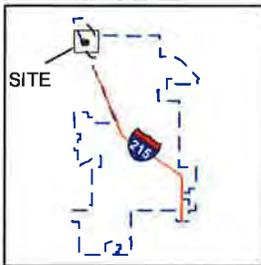
Other:

Attachment No. 1

Location Map

ANNEXATION OF DPR 22-00003 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: RG Patterson LLC c/o Rockefeller Group

MD 84-1

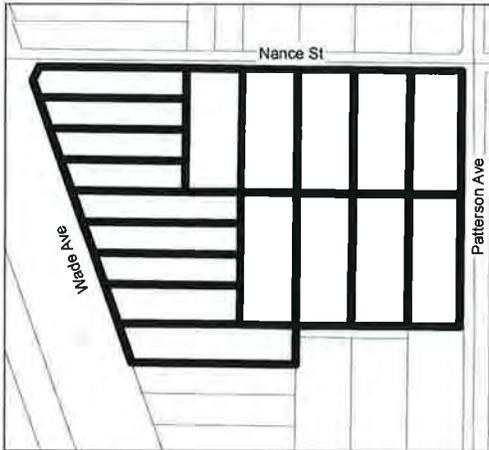
Sixteen (16) new streetlights.

LMD 1

The improvements to be maintained are the parkways along Nance Street, Wade Avenue, Patterson Avenue and Washington Street along the frontage of DPR 22-00003.

FCMD 1

The improvements to be maintained include include two catch basins, 18-, 24-, and 30-inch reinforced concrete (RCP), and appurtenances, all located within the public right-of-way.



Facility	Maximum Annual Assessment ⁽¹⁾
Street lights & Traffic Signals	\$2,189.54
Landscaped Parkway	18,322.19
Flood Control Facilities	8,554.97
Total Maximum Annual Assessment	\$29,066.70

⁽¹⁾ Maximum Annual Assessment is subject to an annual inflator based on the greater of CPI or three percent (3%), 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 22-00003 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 2023-2024

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 10th day of October 2023, adopt its Resolution of Intention Number 6257 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 6257 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 6257, 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 6257, 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 2023-2024 are hereby levied.

ADOPTED, SIGNED and APPROVED this 28th day of November, 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 28th day of November, 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 22-00003 TO BENEFIT ZONE 176, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2023-2024

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 10th day of October 2023, adopt its Resolution of Intention Number 6260 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 6260 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 6260, 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 6260, 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 2023-2024 are hereby levied.

ADOPTED, SIGNED and APPROVED this 28th day of November, 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 28th day of November, 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 22-00003 TO BENEFIT ZONE 141, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2023-2024

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 10th day of October 2023, adopt its Resolution of Intention Number 6261 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 6261, 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 6261, 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 6261, 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 2023-2024 are hereby levied.

ADOPTED, SIGNED and APPROVED this 28th day of November, 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 28th day of November, 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: November 28, 2023

SUBJECT: Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 58
Owner(s): RG Patterson LLC
APN(s): 314-110-008, 314-110-009, 314-110-010, 314-110-016, 314-110-017, 314-110-018, 314-110-020, 314-110-021, 314-110-022, 314-110-023, 314-110-043, 314-110-044, 314-110-045, 314-110-046, 314-110-052, 314-110-053, 314-110-058, and 314-110-059, located on Nance St. between Patterson and Wade Avenue
Project: DPR 22-00003- Industrial Building

REQUESTED ACTION:

1. Open a public hearing on Annexation No. 58 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. 58 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 58.
3. Conduct the Special Election relating to Annexation No. 58.
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. 58, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

DPR 22-00003 is a construction of a 263,820 square foot industrial building on 14 acres within the Perris Valley Commerce Center Specific Plan, on Nance St. between Patterson and Wade Avenue (See attached Boundary Map).

At its meeting on October 10, 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. 6262 ("Resolution of Intention"), declaring its intention to Annex Certain Territory to the District and setting the date of the public hearing to November 28, 2023 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California. The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

BUDGET (or FISCAL) IMPACT: The property owner has forwarded a deposit to initiate the annexation process and the City may recoup all costs through the levy of the special tax.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

Deputy City Manager ER

Attachments:

1. Boundary Map
2. Resolution calling for special election
3. Resolution declaring results of election

Consent:

Public Hearing: X

Business Item:

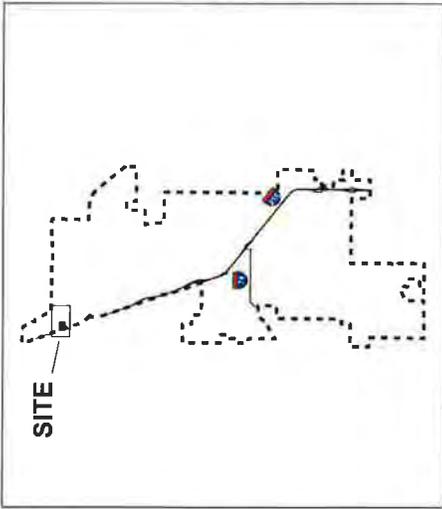
Presentation:

Other:

ATTACHMENT 1
BOUNDARY MAP

ANNEXATION MAP NO. 58 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER	MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-110-008	10	314-110-023
2	314-110-009	11	314-110-043
3	314-110-010	12	314-110-044
4	314-110-016	13	314-110-045
5	314-110-017	14	314-110-046
6	314-110-018	15	314-110-052
7	314-110-020	16	314-110-053
8	314-110-021	17	314-110-058
9	314-110-022	18	314-110-059

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. 58, 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.

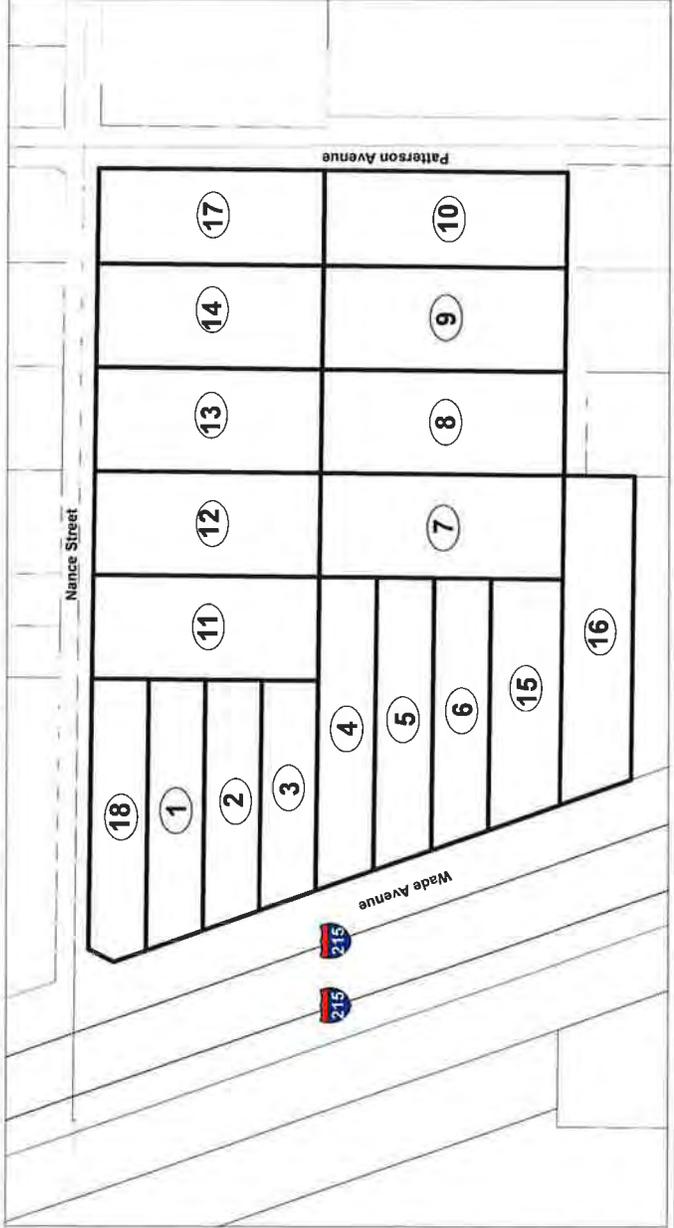
THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

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. 58 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 58

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 October 10, 2023, has heretofore adopted its Resolution No. 6262 (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 November 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 public hearing was held on November 28, 2023; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

WHEREAS, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the November 28, 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. 58.” 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. 58 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. 58 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 92, Page 13 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2023-0302587).

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. 58.

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. 58 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 November 28, 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. 58 during each of the ninety (90) days preceding the closing of the November 28, 2023 public hearing regarding the levy of the special tax on the territory within Annexation No. 58 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 November 28, 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 XIIB 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 28th day of November 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 28th day of November 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.

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.

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

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

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.

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. 58

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. 58

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

November 28, 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 **RG Patterson LLC c/o Rockefeller Group**, as owner or authorized representative of such sole owner of 15.38 acres of the land within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 58 (the "Property") and represents **16** 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. 58 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 November 28, 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. 58 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 2023-2024 is \$378.91 per Single-Family Residential Unit, \$75.78 per Multi-Family Residential Unit and \$1,515.66 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: 16

Property Owner: **RG Patterson LLC c/o Rockefeller Group**

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. 58 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 58 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 November 28, 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. 58” (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. 6262 adopted on October 10, 2023 (the “Resolution of Intention”); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on November 28, 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 November 28, 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 November 28, 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 November 28, 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 28th day of November 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 28th day of November 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. 58**

**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 November 28, 2023, held in

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF
THE CITY OF PERRIS, ANNEXATION NO. 58

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 28th day of November 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. 58**

**STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION**

	Qualified Landowner Votes	Total Votes Cast	YES	NO
City of Perris, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 58, Special Election, November 28, 2023	16	_____	_____	_____

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. 58 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 November 28, 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. 58 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 2023-2024 is \$378.91 per Single-Family Residential Unit, \$75.78 per Multi-Family Residential Unit and \$1,515.66 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

11.C.

MEETING DATE: November 28, 2023

SUBJECT: Annexation of parcels into CFD 2018-02 (Public Services District) – Annexation No. 20
Owner(s): RG Patterson LLC
APN(s): 314-110-008, 314-110-009, 314-110-010, 314-110-016, 314-110-017, 314-110-018, 314-110-020, 314-110-021, 314-110-022, 314-110-023, 314-110-043, 314-110-044, 314-110-045, 314-110-046, 314-110-052, 314-110-053, 314-110-058, and 314-110-059, located on Nance St. between Patterson and Wade Avenue
Project: DPR 22-00003- Industrial Building

REQUESTED ACTION:

1. Open a public hearing on Annexation No. 20 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. 20 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 20.
3. Conduct the Special Election relating to Annexation No. 20.
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. 20, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

DPR 22-00003 is a construction of a 263,820 square foot industrial building on 14 acres within the Perris Valley Commerce Center Specific Plan, on Nance St. between Patterson and Wade Avenue (See attached Boundary Map).

At its meeting on October 10, 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. 6263 ("Resolution of Intention"), Declaring its Intention to Annex Certain Territory to the District and setting the date of the public hearing to November 28, 2023 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California. The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

BUDGET (or FISCAL) IMPACT:

The Annexation of territory into the District increases the tax base to fund the public services to be provided to the residents and businesses within the District. The levy of the Special Tax will begin in the fiscal year for which a building permit was issued prior to May 1st of the previous fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager WB

Deputy City Manager ER

Attachments:

1. Boundary Map
2. Resolution Calling for Special Election
3. Resolution Declaring Results of Election

Consent:

Public Hearing: X

Business Item:

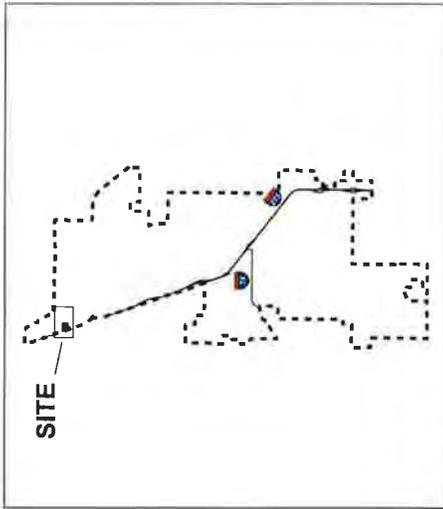
Presentation:

Other:

ATTACHMENT 1
BOUNDARY MAP

ANNEXATION MAP NO. 20 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

VICINITY MAP



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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

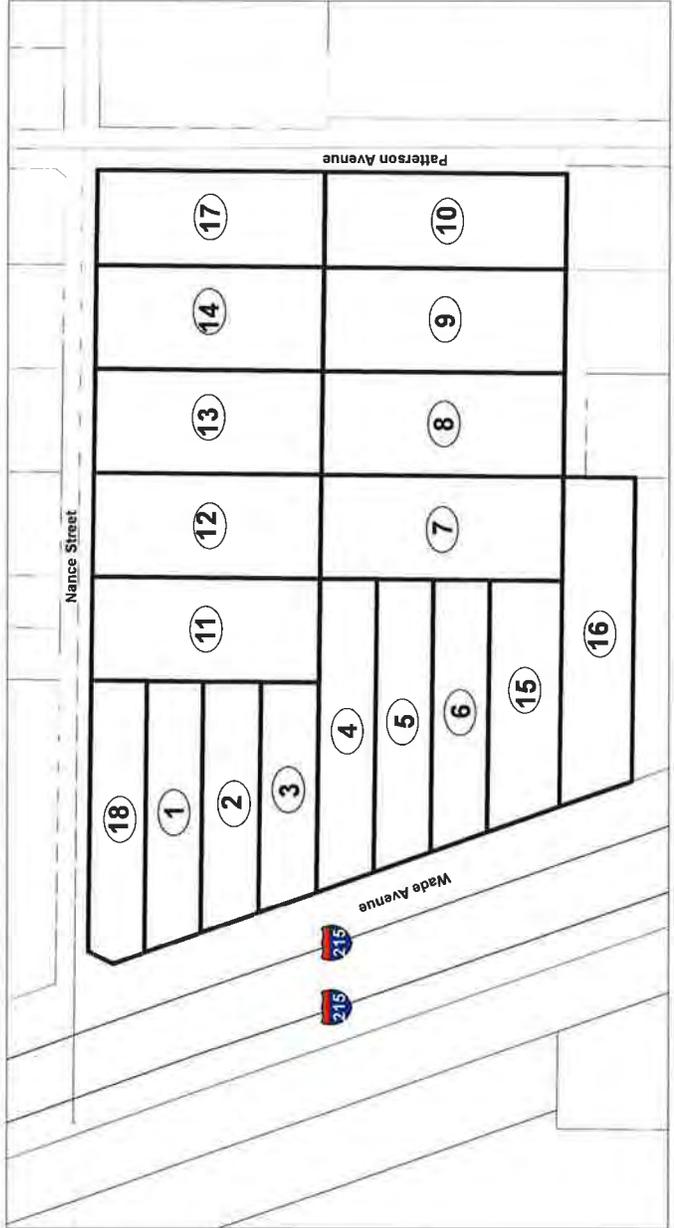
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF AN ANNEXATION NO. 20 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF,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

CITY CLERK
CITY OF PERRIS

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

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER	MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-110-008	10	314-110-023
2	314-110-009	11	314-110-043
3	314-110-010	12	314-110-044
4	314-110-016	13	314-110-045
5	314-110-017	14	314-110-046
6	314-110-018	15	314-110-052
7	314-110-020	16	314-110-053
8	314-110-021	17	314-110-058
9	314-110-022	18	314-110-059



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 2018-0421944.

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

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

Legend

- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



WILLDAN
27368 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92290
(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. 20 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 20

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 October 10, 2023, has heretofore adopted its Resolution No. 6263 (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 November 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 public hearing was held on November 28, 2023; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating

(Continued)

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 November 28, 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. 20.” 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. 20 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. 20 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 92, Page 14 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2023-0302588).

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. 20.

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. 20 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 November 28, 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. 20 during each of the ninety (90) days preceding the closing of the November 28, 2023 public hearing regarding the levy of the special tax on the territory within Annexation No. 20 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 November 28, 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 XIIB 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 28th day of November 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 28th day of November 2023, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A**CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2018-02
(PUBLIC SERVICES DISTRICT)****SPECIAL TAX RATE AND METHOD OF APPORTIONMENT**

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

"Authorized Services" means those services eligible to be funded by CFD No. 2018-02, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2018-02 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2018-02 shall finance Authorized Services only to the extent that they are in addition to those provided in the territory

of CFD No. 2018-02 before the CFD was created and such Authorized Services may not supplant services already available within CFD No. 2018-02 when the CFD was created.

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

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

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

“City” means the City of Perris, California.

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

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

“County” means the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of California.

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

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

B. ASSIGNMENT TO LAND USE CATEGORIES

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

C. MAXIMUM SPECIAL TAX RATE

1. Taxable Property

a. Maximum Special Tax

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

TABLE 1

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

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

b. Multiple Land Use Classes

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

c. Increase in the Maximum Special Tax

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

2. Non-Taxable Property

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

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

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

E. EXEMPTIONS

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

F. APPEALS AND INTERPRETATIONS

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

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

G. MANNER OF COLLECTION

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

H. FUTURE ANNEXATIONS

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

I. TERM OF SPECIAL TAX

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

Exhibit B

COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, ANNEXATION NO. 20

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. 20**

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

November 28, 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 **RG Patterson LLC c/o Rockefeller Group**, as owner or authorized representative of such sole owner of 15.38 acres of the land within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 20 (the "Property") and represents **16** 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. 20 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 November 28, 2023 and the Resolution of Intention referred to therein; and shall an appropriations

YES

NO

(Continued)

limit be established for Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 20 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 2023-24 is \$22.89 per 1,000 square foot of building floor area?

Number of votes: **16**
Property Owner: **RG Patterson LLC c/o Rockefeller Group**
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. 20 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 20 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 November 28, 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. 20” (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. 6263 adopted on October 10, 2023 (the “Resolution of Intention”); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on November 28, 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 November 28, 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 November 28, 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 November 28, 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 28th day of November 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 28th day of November 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. 20**

**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 November 28, 2023, held in

COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)
OF THE CITY OF PERRIS, ANNEXATION NO. 20

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 28th day of November 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. 20**

**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. 20, Special Election, November 28, 2023	16	_____	_____	_____

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. 20 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 November 28, 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. 20 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 2023-24 is \$22.89 per 1,000 square foot of building floor area?



11.D.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 28, 2023

SUBJECT: Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 59
Owner(s): BRPLD
APN(s):
Tract 33338: 320-570-001 thru 320-570-008, 320-571-001 thru 320-571-037, 320-572-001 thru 320-572-030, located at the northwest corner of Nuevo Road and Evans Road
Project: Tract 33338- Residential Homes

REQUESTED ACTION:

1. Open a public hearing on Annexation No. 59 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. 59 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 59.
3. Conduct the Special Election relating to Annexation No. 59.
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. 59, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

Tract 33338 is being developed into 70 single family homes located at the northwest corner of Nuevo Road and Evans Road (See attached Boundary Map).

At its meeting on October 10, 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. 6264 ("Resolution of Intention"), declaring its intention to Annex Certain Territory to the District and setting the date of the public hearing to November 28, 2023 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California. The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

BUDGET (or FISCAL) IMPACT: The 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 *JMB*

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:

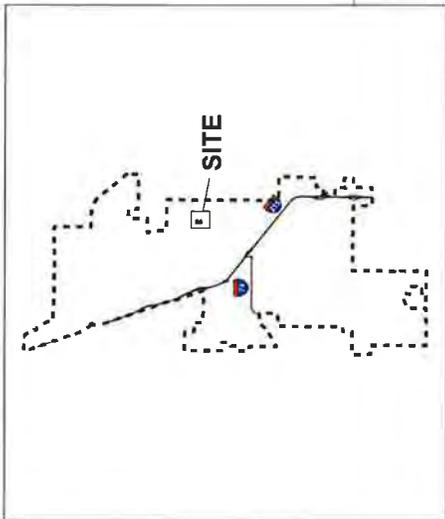
Other:

ATTACHMENT 1
BOUNDARY MAP

ANNEXATION MAP NO. 59 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20____.
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF
ANNEXATION NO. 59, 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 30 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 48

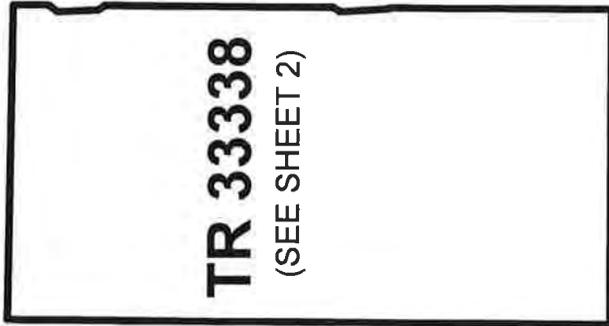
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL
BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S
MAPS FOR THOSE PARCELS LISTED.

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

Legend



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



EVANS RD

NUEVO RD

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. 59 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 59

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 October 10, 2023, has heretofore adopted its Resolution No. 6264 (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 November 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 public hearing was held on November 28, 2023; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

WHEREAS, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the November 28, 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. 59.” 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. 59 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. 59 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 92, Pages 15-16 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2023-0302589).

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. 59.

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. 59 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 November 28, 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. 59 during each of the ninety (90) days preceding the closing of the November 28, 2023 public hearing regarding the levy of the special tax on the territory within Annexation No. 59 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 November 28, 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 XIIB 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 28th day of November 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 28th day of November 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.

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.

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

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

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.

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. 59

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. 59

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

November 28, 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 **BRPLD LLC**, as owner or authorized representative of such sole owner of 12.07 acres of the land within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 59 (the "Property") and represents **13** 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. 59 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 November 28, 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. 59 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 2023-2024 is \$378.91 per Single-Family Residential Unit, \$75.78 per Multi-Family Residential Unit and \$1,515.66 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: 13

Property Owner: **BRPLD 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. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 59 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 59 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 November 28, 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. 59” (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. 6264 adopted on October 10, 2023 (the “Resolution of Intention”); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on November 28, 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 November 28, 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 November 28, 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 November 28, 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 28th day of November 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 28th day of November 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. 59**

**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 November 28, 2023, held in

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 59

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 28th day of November 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. 59**

**STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION**

	Qualified Landowner Votes	Total Votes Cast	<u>YES</u>	<u>NO</u>
City of Perris, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 59, Special Election, November 28, 2023	13	_____	_____	_____

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. 59 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 November 28, 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. 59 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 2023-2024 is \$378.91 per Single-Family Residential Unit, \$75.78 per Multi-Family Residential Unit and \$1,515.66 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?



CITY OF PERRIS

11.E.

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** November 28, 2023
- SUBJECT:** Substantial Amendment to the 2019-2024 Five-Year Consolidated Plan and the FY 2023-2024 Annual Action Plan to reallocate \$1,164,374.40 of unspent funds from the FY 2023-2024 Annual Action Plan to create and fund a new, eligible non-public service project.
- REQUESTED ACTION:** That the City Council 1) Adopt Resolution No. (next in order), approving a Substantial Amendment to reallocate \$1,164,374.40 of unspent funds from the FY 2023-2024 Annual action Plan to create and fund a new, eligible non-public service project.
- CONTACT:** Michele Ogawa, Director of Economic Development and Housing
-

BACKGROUND/DISCUSSION:

The City of Perris currently receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). As part of the process to receive entitlement funds, the City is required to have a Five-Year Consolidated Plan and an Annual Action Plan. The purpose of the Consolidated Plan is to identify community development and housing needs, and to outline goals and objectives to meet those needs.

The City's Adopted Citizen Participation Plan, which is a component of the Five-Year Consolidated Plan, requires a Substantial Amendment to the Consolidated Plan if CDBG Funds budgeted in the Annual Action Plan will be moved from an existing eligible activity to another eligible activity in an amount greater than 50% of the existing activity's allocation and if the proposed project does not currently exist in the approved Annual Action Plan. The proposed creation of a new project and reallocation of funds requires the completion of a Substantial Amendment. The new project will entail property acquisition, rehabilitation of the existing structure or new construction of residential unit(s), and sale or lease to qualified low/moderate income households.

As an entitlement grantee, the City must adhere to HUD's Timeliness of Expenditures regulation. Timeliness refers to the City's ability to commit and expend CDBG funds within the set spending timeframes. Grantees are not allowed to have more than 1.5 times their most recent allocation in their line of credit 60 days prior to the end of the program year. When HUD ran the City's timeliness test on May 2, 2023, it indicated a line of credit balance of 2.36, putting the city in non-compliance. On September 14, 2023, the City received a letter from HUD requiring a workout plan to be submitted within 45 days describing the steps it will take to ensure the line of credit

balance will be no greater than 1.5 on May 2, 2024. Staff met with all non-public service project administrators to review the status of their projects and to develop a spending plan to meet timeliness. Projects unable to spend their funds by the deadline will have their funds reallocated to the new project. The property acquisition will allow the City to expend the required portion of CDBG funds in order to meet the timeliness deadline.

Staff have identified a total of \$1,164,374.40 of CDBG funds to be reallocated to the new project.

EXPENDITURE PLAN			
Project	Balances as of 10/13/2023 (\$)	Projected Drawdown by 04/2024 (\$)	Reallocation to New Project (\$)
2020 Sidewalk Project	620,286.15	96,467.46	479,313.59
2023 A St. Corridor	127,720.00	0.00	127,720.00
2022 Landscape Project	200,000.00	100,000.00	100,000.00
2022 Commercial Facade	231,435.00	0.00	231,432.00
2022 Minor Home Repair	143,247.00	93,160.00	143,247.00
Unspent 22-23 Funds (from Admin & Public Service)			82,661.81
		TOTAL	1,164,374.40

Staff proposes the following:

1. Creation of the new project for the 2023 Annual Action Plan
2. Reallocation of \$1,164,374.40 of funds from the projects noted above to the new project

Funds cannot be reallocated to planning and administration activities due to the 20% federal statutory cap for planning and administration programs which has been met for the current fiscal year.

The CDBG Committee, seated by Mayor Vargas and Councilwoman Rogers, met on October 24, 2023, to review and discuss this proposal, and provide a recommendation to the City Council. The Committee recommends that the City Council approve Resolution No. (next in order), approving a Substantial Amendment to reallocate funds from the FY 2023-2024 Annual Action Plan to create and fund a new, eligible non-public service project, as HUD criteria has been met.

BUDGET (or FISCAL) IMPACT: There is no impact to the General Fund. The creation of the new project will be funded using existing CDBG funds included in the FY 2023-2024 Annual Action Plan allocation and unspent FY 2022-2023 funds eligible for reprogramming.

Prepared by: Dr. Sara Cortés de Pavón, Principal Management Analyst

REVIEWED BY:

City Attorney _____
 Assistant City Manager MB
 Deputy City Manager ER

Attachments: 1. Resolution No. (next in order), approving a Substantial Amendment to the 2019-2024 Five-Year Consolidated Plan and the FY 2023-2024 Annual Action Plan to reallocate funds from the FY 2023-2024 Annual Action Plan to create and fund a new, eligible non-public service project

Consent:

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

Resolution No. (next in order), approving a Substantial Amendment to the 2019-2024 Five-Year Consolidated Plan and the FY 2023-2024 Annual Action Plan to reallocate funds from the FY 2023-2024 Annual Action Plan to create and fund a new, eligible non-public service project

RESOLUTION NO. (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING A SUBSTANTIAL AMENDMENT TO THE 2019-2024 FIVE-YEAR CONSOLIDATED PLAN AND THE FY 2023-2024 ANNUAL ACTION PLAN TO REALLOCATE FUNDS FROM THE FY 2023-2024 ANNUAL ACTION PLAN TO CREATE AND FUND A NEW, ELIGIBLE NON-PUBLIC SERVICE PROJECT

WHEREAS, the City Council must approve amendments to the City's Five-Year (2019-2024) Consolidated Plan and Annual Action Plan, including the reallocation of cancelled CDBG activities and unexpended CDBG funds; and

WHEREAS, the City Council must find that under the Federal guidelines established by the U.S. Department of Housing and Urban Development, that the reallocation of cancelled activity funds and unexpended funds will meet federal reallocation criteria including: reallocating the cancelled activity funds and unexpended funds to eligible uses that meet the low/mod area or low/mod clientele national CDBG Objectives; and ensuring that funds will be reallocated to non-public service and non-planning & administration programs; and ensuring that projects receiving reallocations are ready to move forward and be completed, with environmental clearance; and

WHEREAS, a combined 30-day notice of a public hearing and notice of public comment is required as according to the City's Adopted Citizen Participation Plan if it is a Substantial Amendment to the Consolidated Plan, and if CDBG Funds budgeted in the Annual Action Plan will be moved from an existing eligible activity to another eligible activity in an amount greater than 50% of the existing activity's allocation, and if the proposed project does not currently exist in the approved Action Plan. The proposed creation of the new project and reallocation of funds triggers the need for a Substantial Amendment.

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

SECTION 1. That City Council was required to conduct a noticed public hearing to receive public comment on the proposed amendment to the City's Consolidated Plan and FY 2021-2022 & 2023-2024 Annual Action Plan to reallocate funds from the FY 2023-224 Annual Action Plan to create and fund a new, eligible non-public service project.

- Creation of the new project for the 2023 Annual Action Plan.
- Reallocation of \$1,164,374.40 of funds from the projects as follows to the new project

\$479,313.59 from the 2020 Sidewalk Project

\$127,720.00 from the 2023 A. Street Corridor Project

\$100,000.00 from the 2022 Landscape Project

\$231,432.00 from the 2022 Commercial Façade Project

\$143,247.00 from the 2022 Minor Home Repair Project

\$82,661.81 from unspent 2022-2023 Administrative and Public Service funds

SECTION 2. That, upon finding under the Federal guidelines established by the U.S. Department of Housing and Urban Development, the proposed changes are eligible uses of CDBG funds and will serve low- to moderate- income persons.

SECTION 3. That the City Council hereby approves the Amendment to the City's Consolidated Plan (2019-2024) and FY 2023-2024 Annual Action Plan to reflect the changes made as outlined.

SECTION 4. The City Clerk shall attest to the passage of this resolution, and it shall thereupon be in full force and effect.

PASSED, APPROVED, AND ADOPTED ON NOVEMBER 28, 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 23-_____ was duly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 28th day of November 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE:

November 28, 2023

SUBJECT:

Specific Plan Amendment (SPA) 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review (DPR) 21-00005, *Continued from the August 29, 2023 September 12, 2023 September 26, 2023 and October 10, 2023 meetings.* – A proposal to consider the following entitlements to facilitate the construction of a 764,753 square-foot industrial building on 35.63 acres located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue in the General Industrial and Light Industrial Zones of the Perris Valley Commerce Center Specific Plan (PVCCSP): 1) Specific Plan Amendment to remove unimproved segments of California Avenue and Nance Street from the Circulation Plan; 2) Tentative Parcel Map to consolidate 38 existing parcels into one 35.63 acre-parcel; and 3) Development Plan Review for the site plan and building elevations. Applicant: Nicole Torsvet, Patterson Limited Partnership.

REQUEST:

Adopt Resolution number (*next in order*) certifying the Final Environmental Impact Report (SCH 2022010274) and adopting the Mitigation and Monitoring and Reporting Program, the Findings of Fact related to the significant environmental impacts resulting from the project.

Adopt Resolution Number (*next in order*) approving Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review 21-00005 to facilitate the construction of a 764,753 square foot industrial building, based on the findings and the Conditions of Approval; and

Introduce the First Reading of the Ordinance Number (*next in order*) approving Specific Plan Amendment 21-05267 to remove unimproved segments of California Avenue and Nance Street from the Perris Valley Commerce Center Specific Plan (PVCCSP) Circulation Plan and making the necessary findings in support thereof.

CONTACT:

Kenneth Phung, Director of Development Services

BACKGROUND

Continuance Hearing Summary

This project has been continued multiple times (*August 29, 2023, September 12, 2023, September 26, 2023, and October 10, 2023 meetings*) to allow the applicant additional time to address comment letters received prior to the hearing and concerns raised by the Council regarding this project. The last continuance was approved (5-0 vote) by the City Council on October 10, 2023, to continue the project to the meeting on November 28, 2023, as additional time was needed to adequately address issues raised at the September 26, 2023 City Council meeting. Following is a summary of the September 26, 2023 and October 10, 2023 meetings:

- *September 26, 2023 City Council Meeting Summary*

At the September 26, 2023 meeting, the City Council heard the project and comments from ten (10) persons who spoke regarding this project. The public comments included: two (2) members representing CARE CA (Californians for a Responsible Economy) who stated that the EIR does not adequately address impacts related to air quality, public health, and construction noise and, therefore, the EIR needs to be recirculated; four (4) members from Iron Workers Union (416 and 433) spoke in opposition of the project, as the developer has not reached a settlement agreement with their union group; and, two (2) persons spoke in opposition to warehouses in general. Lastly, two (2) members of LIUNA (Laborers' International Union of North America Labor's Union) spoke in support of the project.

- *October 10, 2023 City Council Meeting Summary*

At the October 10, 2023 meeting, a letter was received by staff from Adams Broadwell Joseph & Cardozo on behalf of Californians for a Responsible Economy (CARE CA) in opposition of the project. The applicant prepared a written response to the comment letter explaining that the comments substantially duplicate those received in prior letters (Attachment 16). Additionally, during public comment, ten (10) persons spoke, of which four (4) members representing the various labor unions spoke in favor of the continuance in order for the applicant to reach a settlement agreement with the Labor Unions; three (3) persons spoke in favor of more community benefits in order to support the project; two (2) members of CARE CA spoke in favor of the continuance; and one (1) person spoke in favor of the project given the applicant's willingness to work with the various Labor Unions on other projects in the city.

City Council Topics of Concerns

After lengthy discussions at both meetings on September 26, 2023 and October 10, 2023, the City Council raised two main topics of concern related to labor negotiation with the Iron Workers Labor Unions, and the proposed community benefits offered by the applicant; and one clarification question on the air quality conclusion. In regard to the air quality question, the applicant's consultant commented that with the standard mitigation measures of the PVCC Specific Plan, the air quality impact would be mitigated to less than significant impact. Staff also commented that a follow-up would be provided on the type and size of projects that would result

in air quality impact above the allowable standards set by the South Coast Air Quality Management District.

DISCUSSION

Letter in Support of Project

Since the October 10, 2023 meeting, the applicant has been in negotiations with Adams Broadwell Joseph & Cardozo, attorneys at law, on behalf of Californians Allied for a Responsible Economy (CARE CA) representing the Iron Workers Labor Union and Pipe Fitters and Plumbers, to secure support for the project. The letter indicates that the applicant entered into an agreement with CARE CA and has agreed to implement additional measures to address environmental concerns related to air quality, public health, and greenhouse gas impacts identified in the CARE CA comment letters. The letter concludes that CARE CA's objections to the project and the EIR have been resolved and request that the City Council adopt the EIR and approve the project.

Community Benefits

The applicant has agreed to contribute an additional \$400,000 donation, of which \$200,000 is proposed for the rehabilitation efforts of the Downtown Theater, and \$200,000 for the Youth Advisory Committee Scholarship fund. This will be in addition to the construction of the off-site master planned storm drain system north of Harley Knox Boulevard, known as Lateral B, with a cost estimate of approximately \$3,000,000, as well as \$400,000 donation to the Val Verde School District for school facilities projects. As conditioned, all contributions will be required prior to building permit issuance.

Air Quality Conclusion Clarification

During the meeting, a question was raised as to why the proposed project, based on its size, did not result in an air quality impact. Based on the air quality thresholds, the project did not result in air quality impacts. Industrial projects that resulted in significant air quality impacts were warehouses that are typically larger in size than this project, and if the industrial project is smaller in size with air quality impact, they are accompanied by more intense commercial land use, which generates significantly more air quality per square footage than industrial use.

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 Mitigation and Reporting Program, and the Findings of Fact; 2) Adoption of Resolution Number (*next in order*) approving Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review (DPR 21-00005; and 3) Introduction of Ordinance Number (*next in order*) approving Specific Plan Amendment (SPA) 21-05267 to facilitate the construction of a 764,753 square foot industrial warehouse distribution building, based on the findings and subject to the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: All costs associated with the project are borne by the applicant.

Prepared by: Mathew Evans, Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager MP
Deputy City Manager SR

Attachments:

1. Resolution Number (*next in order*) Certifying the Environmental Impact Report, and the Mitigation Monitoring and Reporting Program
2. Resolution Number (*next in order*) Approving the Project and Conditions of Approval (Planning, Engineering, Public Works, Community Services, and Building & Safety)
3. Ordinance Number (*next in order*) Adopting Specific Plan Amendment 21-05267
4. Location/Aerial Map
5. PVCC-SP Land Use Map
6. MARB/IPA ALUCP Map
7. Proposed Modification to PVCCSP Circulation Plan -Removal of Segments of California Avenue and Nance Street
Due to the size of the files, all figures, except for the existing and proposed Circulation Plan in the PVCCSP, showing the proposed removal of the segments of the streets are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-333#docan1206_1313_479
8. Tentative Parcel Map
9. Project Plans (Site Plan, Floor Plans, Renderings, Building Elevations, and Conceptual Landscape Plan)
10. City Council Agenda Submittal Without Attachments – August 29, 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-333#docan1206_1313_479
11. City Council Continuance Report –September 12, 2023
12. City Council Agenda Submittal Without Attachments – September 26, 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-333#docan1206_1313_479

13. City Council Continuance Report – October 10, 2023
14. Planning Commission Report Without Exhibits – May 17, 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-333#docan1206_1313_479
15. Final Environmental Impact Report, Response to Comments, Mitigation Monitoring and Reporting Program, 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-333#docan1206_1313_479
16. Late 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-333#docan1206_1313_479
17. Letter in Support from CARE CA on behalf of Labor Union – Dated November 16, 2023

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

ATTACHMENT 1

Resolution (next in order) Certifying the
Environmental Impact Report and the
Mitigation Monitoring and Reporting
Program.

RESOLUTION NUMBER NO. (Next in Order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2022010274) RELATING TO SPECIFIC PLAN AMENDMENT 21-05267, TENTATIVE PARCEL MAP 21-05086 (TPM 38259), AND DEVELOPMENT PLAN REVIEW (DPR 21-00005) TO AMEND THE CIRCULATION PLAN OF THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN FOR THE REMOVAL OF TWO EXISTING PAPER STREETS TO FACILITATE THE CONSTRUCTION OF A 764,753-SQUARE-FOOT WAREHOUSE FACILITY ON A 35.63 ACRE SITE, LOCATED SOUTH OF HARLEY KNOX BOULEVARD BETWEEN PATTERSON AND NEVADA AVENUES, SUBJECT TO CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN.

WHEREAS, the project applicant, Nicole Tortsvet of Patterson Limited Partnership, proposes to amend the Circulation Plan of the Perris Valley Commerce Center Specific Plan (“PVCCSP”) to vacate two existing unimproved streets, Nance Street and California Avenue and consolidate 38 parcels into one (1) parcel to facilitate the construction and operation of a 764,753 square foot warehouse distribution facility on 35.63 acres located south of Harley Knox Boulevard between Patterson and Nevada Avenues;

WHEREAS, the applicant submitted: 1) Specific Plan Amendment (“SPA”) 21-05267 to vacate two paper/unimproved streets; 2) Tentative Parcel Map 21-05086 (“TPM 38259”) to merge the existing 38 parcels into one (1) parcel; and 3) Development Plan Review (“DPR”) 20-00005 for consideration of the site plan and building elevations (collectively the “Project”); and

WHEREAS, the proposed SPA 21-05267, TPM 38259, and DPR 21-00005 are considered a “project” as defined by the California Environmental Quality Act (“CEQA”); and

WHEREAS, pursuant to CEQA and the State CEQA Guidelines (14 Cal. Code Regs. §15000 *et seq.*), the City is the lead agency for the Project, as it is the public agency with general governmental powers over the Project; and

WHEREAS, a Final Environmental Impact Report (“EIR”) (State Clearinghouse (SCH) No. 2022010274) was prepared for the Project, which includes, without limitation, SPA 21-05267, TPM 21-05086 (TPM-38259), DPR 21-00005, and was made available for public review and comments for a forty-five (45) day period in accordance with CEQA from November 4, 2022, to December 19, 2022; and

WHEREAS, all the requirements of CEQA and the State CEQA Guidelines have been satisfied in the EIR, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project have been adequately evaluated; and

WHEREAS, the EIR prepared in connection with the Project sufficiently analyzes both the feasible mitigation measures necessary to avoid or substantially lessen the Project's environmental impacts and a range of feasible alternatives capable of eliminating or reducing these effects by CEQA and the State CEQA Guidelines; and

WHEREAS, all of the proposed findings and conclusions recommended by this Resolution are based upon the oral and written evidence presented to the City Council as a whole and not based solely on the information provided in this Resolution; and

WHEREAS, the project level and cumulative environmental impacts identified in the Final EIR, which the City Council finds to be mitigated to a group of less than significant through the imposition of feasible mitigation measures identified in the Final EIR and set forth therein, and incorporated herein by reference as if outlined in full; and

WHEREAS, the project level and cumulative environmental impacts identified in the Final EIR, which the City Council finds cannot be mitigated to a level of less than significance despite the imposition of all feasible mitigation measures identified in the Final EIR and set forth therein, and incorporated herein by reference as if outlined in full; and

WHEREAS, the Mitigation Monitoring and Reporting Program to address project level and cumulative environmental impacts identified in the Draft EIR, which the City Council finds to be mitigated to a level of less than significant through the imposition of feasible mitigation measures are set forth therein and described in the Final EIR and incorporated herein by reference as if outlined in full; and

WHEREAS, alternatives to the Project that might eliminate or reduce significant environmental impacts of the project are set forth therein and attached hereto and incorporated herein by reference as if outlined in full; 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, including the Final EIR and the Statement of Facts and Findings and all oral and written evidence presented to the City during all Project meetings and hearings; and

WHEREAS, the City Council's certification of the Final EIR reflects its independent judgment and analysis; and

WHEREAS, no comments made in the public hearings conducted by the City Council or any additional information submitted to the City Council have produced substantial new information requiring recirculation or other environmental review under State CEQA Guidelines section 15088.5; and

WHEREAS, all other legal prerequisites to adopting this Resolution have occurred; and

WHEREAS, the Final Environmental Impact Report (State Clearinghouse 2022010274) was prepared in accordance with Sections 21000 through 21177 of the California Public Resources

Code and Sections 15000 through 15387 of the California Code of Regulations (*CEQA Guidelines*); and

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

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

Section 2. The majority of potentially significant environmental impacts of the Project identified in the Final EIR have been determined to be insignificant or mitigated to a less than significance level.

A. No significant environmental effects would occur that could not be mitigated to a less than significant level; and

B. The Final EIR concludes that all impacts related to aesthetics, air quality, biological resources, cultural resources, energy, geology and soil, greenhouse gas emissions, hazards, noise, transportation, and tribal cultural resources have been reduced to less than significant or have been reduced to below the level of significance with the implementation of mitigation measures as specified in the attached Mitigation Monitoring and Reporting Program and in the Statement of Facts and Findings; and

C. A Mitigation Monitoring and Reporting Program was prepared to avoid or substantially lessen significant environmental effects of the Project; and

D. The lead agency has identified the Planning Division as the custodian of the Mitigation Monitoring and Reporting Program; and

E. A Statement of Overriding Considerations was not prepared for the Final EIR as there were no significant and unavoidable impacts identified in connection with the Project.

Section 3. The City Council finds that the Final EIR has been completed in compliance with CEQA and the State CEQA Guidelines and certifies the Final EIR as complete and adequate.

Section 4. The City Council hereby adopts the Mitigation Monitoring and Reporting Program attached hereto and incorporated herein by reference as if set forth in full.

Section 5. Based on the above findings, the City Council certifies the Final EIR for the Project (State Clearinghouse 2022010274).

Section 6. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction or because of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 7. The Mayor shall sign this Resolution, and the City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 28th day of November 2023.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, **Nancy Salazar**, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number (next in order) was duly 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:

City Clerk, Nancy Salazar

Attachments:

1. Statement of Facts and Findings
2. Final EIR and Mitigation Monitoring and Reporting Program
Due to the size of the files, attachments 1 and 2 documents are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-333#docan1206_1313_479

ATTACHMENT 2

Resolution Number (next in order)
Approving the Project and Conditions of
Approval (Planning, Engineering, Public
Works, Community Services, and Building &
Safety)

RESOLUTION NUMBER NO. (Next in Order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING TENTATIVE PARCEL MAP 21-05086 (TPM 38259), AND DEVELOPMENT PLAN REVIEW (DPR 21-00005) TO FACILITATE THE CONSTRUCTION OF A 764,753-SQUARE-FOOT WAREHOUSE FACILITY ON A 35.63 ACRE SITE, LOCATED SOUTH OF HARLEY KNOX BOULEVARD BETWEEN PATTERSON AND NEVADA AVENUES, SUBJECT TO CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN.

WHEREAS, the project applicant, Nicole Torstvet of Patterson Limited Partnership, proposes to amend the Circulation Plan of the Perris Valley Commerce Center Specific Plan (“PVCCSP”) to vacate two existing unimproved streets, Nance Street and California Avenue, and consolidate 38 parcels into one (1) parcel to facilitate the construction and operation of a 764,753 square foot warehouse distribution facility on 35.63 acres located south of Harley Knox Boulevard between Patterson and Nevada Avenues;

WHEREAS, the applicant submitted: 1) Specific Plan Amendment (“SPA”) 21-05267 to vacate two paper/unimproved streets; 2) Tentative Parcel Map 21-05086 (“TPM 38259”) to merge the existing 38 parcels into one (1) parcel; and 3) Development Plan Review (“DPR”) 21-00005 for consideration of the site plan and building elevations (collectively the “Project”); and

WHEREAS, the proposed SPA 21-05267, TPM 38259, and DPR 21-00005 are considered a “project” as defined by the California Environmental Quality Act (“CEQA”); and

WHEREAS, pursuant to CEQA and the State CEQA Guidelines (14 Cal. Code Regs. §15000 *et seq.*), the City is the lead agency for the Project, as it is the public agency with general governmental powers over the Project; and

WHEREAS, a Final Environmental Impact Report (“EIR”) (State Clearinghouse (SCH) No. 2022010274) was prepared for the Project, which includes, without limitation, SPA 21-05267, TPM 21-005086 (TPM-38259), DPR 21-00005, and was made available for public review and comments for a forty-five (45) day period in accordance with CEQA from November 4, 2022 to December 19, 2022; and

WHEREAS, the Airport Land Use Commission (“ALUC”) conducted a hearing on August 23, 2022, to consider the Project’s consistency with March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (“MARB/IPA ALUCP”) is with the Airport Overlay Zone B2 (High Noise Zone), which prohibits residential uses and limits the number of people to an average of 100 people acres no more than 250 per single acre, and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on May 17, 2023, regarding the Final EIR and Project, at which time all interested persons were given full opportunity to be heard and to present evidence for the Planning Commission’s consideration, and

after the public hearing and after consideration thereof, the Planning Commission recommended certification of the Final EIR and approval of the Project to the City Council; and

WHEREAS, before acting, the City Council has heard, been presented with, and reviewed all of the information and data which constitutes the administrative record for the Project approval, including all oral and written evidence presented to the City by members of the public and City staff during all Project meetings and hearings; and

WHEREAS, all other legal prerequisites to adopting this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS does resolve as follows:

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

Section 2. Based upon the forgoing and all oral and written testimony made by members of the public and City staff (including without limitation the staff report and all exhibits/attachments) at the public hearing on November 28, 2023, the City Council hereby finds:

1. A Final Environmental Impact Report (SCH 2022010274) has been completed in compliance with the California Environmental Quality Act (CEQA) Guidelines. The Final 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. The City Council has fully considered the Final EIR and recommends certification and adoption of the Final EIR. The Planning Commission recommends that the City Council find that the Project is consistent with and has been thoroughly assessed by the Final EIR and that this Project is anticipated explicitly in the Final EIR and is consistent with the purpose and intent of the Final EIR.
2. The City has complied with CEQA.
3. Determinations of the Planning Commission reflect the independent judgment of the City.

Section 3. Based upon the preceding, the Final Environmental Impact Report (SCH 2022010274), and all oral and written communication submitted by members of the public and City staff to the City Council on December 12, 2023, public hearing (including, but not limited to, all staff reports and supporting exhibits), the City Council further finds the following:

Tentative Parcel Map 21-05086 (TPM 38259)

1. *The proposed map is consistent with the applicable General and Specific Plans.*

The Project proposes a Tentative Parcel Map to consolidate 38 parcels into one (1) 35.63-acre parcel. The map is consistent with the minimum lot size of 15,000 square feet, approximate lot width of 779 feet, and lot depth of 1,284 feet required in the General Industrial (GI) and Light Industrial (LI). The map will facilitate the construction and operation of a 764,753-square-foot warehouse facility. The project is located within the General Plan area designated as Planning Area 1. (North Commercial/Industrial) of the General Plan, which allows industrial and commercial opportunities due to the area's proximity to the I-215 freeway and the proximity to March Global Port. As proposed, the Project will be consistent with the General Plan.

The site is physically suitable for the type and density of the proposed development.

As noted above, the Project proposes a Tentative Parcel Map to consolidate 38 parcels into one (1) 35.63-acre parcel. The Project has been designed to be consistent with all applicable Code requirements for industrial projects in the GI and LI and Zones of the PVCCSP, including lot coverage, floor area ratio, height, setbacks, landscaping, and parking, as noted in the staff report.

2. *The map's design or the type of improvements will not cause substantial environmental damage or unavoidably injure fish, wildlife, or their habitat.*

The potential environmental impacts associated with the Project were evaluated in the Final Environmental Impact Report (SCH 2022010274). It has been determined that all possible effects of the Project on aesthetics, air quality, biological resources, cultural resources, energy, geology and soil, greenhouse gas emissions, hazards, noise, transportation, and tribal cultural resources will be reduced to less than significant levels with implementation of mitigation measures.

3. *The map's design or the type of improvements will not cause serious public health problems.*

The Final EIR prepared for the Project concludes that all impacts related to aesthetics, air quality, biological resources, cultural resources, energy, geology and soil, greenhouse gas emissions, hazards, noise, transportation, and tribal cultural resources have been reduced to less than significant or have been reduced to below the level of significance with the implementation of mitigation measures.

Development Plan Review 21-00005

1. *The location, size, design, density, and intensity of the proposed development and improvements are consistent with the City's General Plan, any applicable Specific Plans, the purposes and provisions of this Title, the purposes of the zone in which the site is located, and the development policies and standards of the City.*

The Project proposes the construction of a 764,753-square-foot industrial warehouse on 35.63 acres in the GI and LI Zones of the PVCCSP, which allows for “light industrial uses and related activities including manufacturing, warehouse and distribution, assembly of non-hazardous material and retail related to manufacturing.” The location, size, design, density, and intensity of the proposed development and improvements are consistent with the City's General Plan, the PVCCSP, the purposes and provisions of the Perris Municipal Code, the purposes of the Zones in which the site is located, and the development policies and standards of the City.

2. *The subject site is physically suitable, including but not limited to parcel size, shape, access, and availability of utilities and services, for the type of development proposed.*

The industrial components of the Project are in compliance with the development standards of the underlying zones. Adequate access, utilities, and services are provided on-site. The proposed Project will not be detrimental to public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.

3. *The proposed development and the conditions under which it would be operated or maintained are compatible with abutting properties. They will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.*

The proposed Project will not be detrimental to public health, safety, or welfare or materially injurious to properties or improvements in the vicinity. The traffic study for the project concluded that all the study area intersections are anticipated to operate at acceptable levels of service after the Project is operating.

The Project proposes an architecturally enhanced industrial warehouse building with varying roofline angles and heights, steel canopy awnings, bronze glazing building elements, and other accents. Colors on the façades range from different hues of grey, darker colors, and white accents meet the development standards of the PVCCSP and the General Industrial (GI) and Light Industrial (LI) Zones. The proposed screen walls and landscaping ensure visual relief and an attractive environment for the public's enjoyment.

Section 4. Based upon the preceding, the Final Environmental Impact Report (SCH: 2022010274), and all oral and written communication submitted by members of the public and City staff to the City Council on November 28, 2023, public hearing (including, but not limited to, all staff reports and supporting exhibits), the City Council approves Tentative Parcel Map No. 21-05086. (TPM 38259) and Development Plan Review 20-00005, subject to the Mitigation Monitoring and Reporting Program and Conditions of Approval attached to this Resolution as Attachments 1 and 2.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 6. The Mayor shall sign this Resolution, and the City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 28th day of November 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 No. (Next in Order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the 29th day of August 2023, by the following called a vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment: Conditions of Approval (Planning, Engineering, Fire, Public Works, Community Services, Building and Safety)

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

RECOMMENDED REVISED CONDITIONS OF APPROVAL

**SPA 21-05267, TPM 21-005086 (TPM-38259),
DPR 21-00005**

November 28, 2023

PROJECT: Specific Plan Amendment (SPA) 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), Development Plan Review (DPR) 21-00005 – A proposal to consider the following entitlements to facilitate the construction of a 764,753 square-foot industrial warehouse facility: 1) Specific Plan Amendment to vacate the California Avenue and Nance Street, planned and unimproved streets, from the Circulation Plan in the Perris Valley Commerce Center Specific Plan (PVCCSP); 2) Tentative Parcel Map to consolidate 38 existing parcels into one (1) 35.63 acre-parcel; 3) Development Plan Review for the site plan and building elevations. The 35.63-acre project site is located south of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue, in the GI - General Industrial and LI - Light Industrial Zones. (APNs: 314-153-015 through -040, 314-153-042, 314-153-044, -046, -048, 314-160,005 through -012, and 314-160-033. Applicant: Nicole Torsvet, Patterson Limited Partnership.

GENERAL CONDITIONS:

- 1 **Approval Period for Development Plan Review 21-00005,** The Development Plan Review processed in conjunction with the Tentative Parcel Map shall expire in two years from the City Council's final action for consistency with the time limits of the map. Within two years, the applicant shall demonstrate the beginning of substantial construction as approved, which shall thereafter be diligently pursued to completion or substantial utilization. If this does not occur, a maximum of six (6) one-year extensions may be requested for consistency with the related Tentative Parcel Map A written request for extension shall be submitted to the Planning Division at least thirty (30) days before the initial (and any subsequent extension) expiration of the Development Plan Review.
- 2 **Approval Period for Tentative Parcel Map (TPM 38259).** 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 the State of California grants an automatic extension. The applicant may apply for six (6) one-year extensions to permit additional time to record the final map. A written request for an extension shall be submitted to the Planning Division at least thirty (30) days before the Tentative Parcel Map approval's initial (and subsequent extensions) expiration.
- 3 **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: 2022010274). It shall be implemented in accordance with the timeline, reporting, and monitoring intervals listed.
- 4 **Municipal Code and Specific Plan Compliance.** The project shall conform to the General Industrial (GI) and Light Industrial (LI) Zone standards of the Perris Valley Commerce Center Specific Plan (PVCCSP) and Title 19 of the Perris Municipal Code.
- 5 **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.

- 6 **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.
- 7 **Expansion of Use.** All expansion of the site and its use shall occur with subsequent reviews and approvals by the Planning Division.
- 8 **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 **May 17, 2023**, or as amended by these conditions. Any deviation shall require appropriate Planning Division review and approval.
- 9 **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).
- 10 **Rooftop Solar.** The project does not propose rooftop solar panels at this time. However, suppose the project proposes solar rooftop panels in the future. In that case, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and the Airport Land Use Commission and March Air Reserve Base shall review this study.
- 11 **Planning Division.** All Planning Division Conditions of Approval shall be reproduced in the construction and grading plans.
- 12 **City Engineer Conditions.** The project shall adhere to the requirements of the City Engineer as indicated in the attached Engineering Conditions of Approval dated **March 13, 2023**. On and off-site improvement plans shall be submitted for review and approval by the City Engineer.
- 13 **Fire Marshal Conditions.** The project shall comply with all requirements of the Fire Marshall in the memo dated **December 28, 2022**.
- 14 **Building Official/Fire Marshal.** The proposed project shall adhere to all Building Official/Fire Marshal requirements. 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 the City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and the underground plan available at: <http://www.cityofperris.org>.
- 15 **Building Conditions.** The project shall adhere to the requirements of the Building Department as indicated in the attached Conditions of Approval dated **May 10, 2021**.
- 16 **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 **December 5, 2022**.
- 17 **Fire Conditions.** The following conditions shall apply to the project:

- a. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12, respectively.
- b. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Perris Municipal Code shall apply when the architectural plans are submitted for construction permits.
- c. Prior to the issuance of a grading permit, 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.
- d. A fire department access road complying with the CFC, Chapter 5 and approved access plans shall be installed before building construction.
- e. All required fire hydrants shall be installed and operational before building construction. All fire hydrants shall remain operational during construction.
- f. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3 feet shall always be maintained.
- g. The private underground fire-line system shall be a looped design.
- h. The private underground fire-line system must indicate sectional valves for every five (5) appurtenances.
- i. A minimum of two connection points to public water shall be provided for the private fire-line water.
- j. The Fire Department Connection (FDC) shall be located within 100 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 the fire hydrant.
- k. Prior to construction, a temporary address sign shall be posted and visible from the street.
- l. The permanent building address shall be provided and either internally or externally lit 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.
- m. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.
- n. 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.
- o. Prior to building final, the building shall be provided with a Knox Lock key box located no more than 7 feet above the finished surface and near the main entrance door.
- p. Prior to building final 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 issuing the Certificate of Occupancy. The Fire Marshal can waive the requirement 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 whether the building meets the emergency communications without an enhancement system.

- 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 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 **SPA 21-05267, TPM 21-005086 (TPM-38259), and DPR 21-00005**. 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.
- 20 **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. A grading permit shall be issued once the City Engineer receives a letter from SCE indicating that electrical service will be placed underground.
- 21 **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 before building permit issuance.
- 22 **Waste Hauling and Disposal.** The project shall use only the City-approved waste hauler for all construction and other waste disposal.
- 23 **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.
- 24 **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.
- 25 **Performance Standards.** The applicant shall comply with all Performance Standards listed in Chapter 19.44.070 of the Perris Municipal Code.
- 26 **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.
- 27 **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.

- 28 **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.
- 29 **Downspouts.** Exterior downspouts are not permitted on building elevations facing the public right of way. Interior downspouts are required for these elevations.
- 30 **Energy Conservation.** To improve local air quality, the applicant shall comply with the energy-conservation features in the project (as feasible) per the FEIR and Design Guidelines. An accounting of the project's energy conservation measures shall be submitted to the Building Division prior to the application for building permits.
- 31 **Glazing.** Highly reflective glass shall not be used for architectural elevations.
- 32 **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.
- 33 **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.
- 34 **Preliminary Water Quality Management Plan (PWQMP).** 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:
 - 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.
- 35 **Construction Practices.** To reduce potential traffic, noise, and air quality impacts, the mitigation measures listed in Final Environmental Impact Report (SCH: 2022010274) 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.
- 36 **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.
- 37 **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
 - a. Construction activity and equipment maintenance 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 late morning, after work is completed, and whenever wind exceeds 15 miles per hour.
- d. A person or person 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 people 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.
- 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.

38 **Property Maintenance.** The project shall comply with the Perris Municipal Code 7.06 provisions regarding Landscape Maintenance and Chapter 7.42 regarding Property Maintenance. In addition, the project shall comply with the one-year landscape maintenance schedule.

39 **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 ZAP1538MA22:

- a. Any new outdoor lighting installed shall be hooded or shielded to prevent 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 that would generate smoke or water vapor or attract large concentrations of birds or 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, daycare centers, libraries, hospitals, skilled nursing and care facilities, congregate care facilities, places of assembly (including but not limited to places of worship and theaters), buildings with more than three aboveground habitable floors, and critical community infrastructure facilities.
 - 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 has been conditioned to utilize underground detention systems, which shall not contain surface water or attract wildlife. Any other proposed basin would require review and approval by the ALUC. Any 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 dry between rainfalls. Vegetation in and around the basins providing 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 the 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 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 email or other contact information of the person or entity responsible for 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 structure's office and retail areas to ensure that interior noise levels from aircraft operations are at or below 45 CNEL.
- g. The project has been evaluated for a 769,668 square feet warehouse building, consisting of 749,668 square feet of warehouse area, 10,000 square feet of first-floor office area, and 10,000 square feet of second-floor office 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 areas will require an amended review to evaluate consistency with the ALUCP compatibility criteria at the discretion of the ALUC Director.

- h. The project does not propose rooftop solar panels at this time. However, if the project were to propose solar rooftop panels in the future, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and this study shall be reviewed by the Airport Land Use Commission and March Air Reserve Base
- i. 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). It has been determined that neither marking nor lighting of the structure(s) is necessary for aviation safety. However, marking and/or lighting for aviation safety is accomplished voluntarily. In that case, such marking and/or lighting (if any) shall be installed per FAA Advisory Circular 70/7460-1 M and maintained therewith for the project's life.
- j. The proposed structures shall not exceed the prescribed height of 50 feet above the ground and a maximum elevation at the top point of 1,539 above mean sea level.
- k. The maximum height and top point elevation specified above shall be amended with further review by the Airport Land Use Commission and the Federal Aviation Administration, provided; however, that structure height or elevation reduction shall not require further review by the Airport Land Use Commission. The specific coordinates, frequencies, and power shall be amended with further review by the Federal Aviation Administration.
- l. Temporary construction equipment used during the construction of the structure(s) shall be at most the prescribed heights identified in the aeronautical study unless separate notice is provided to the Federal Aviation Administration through the Form 7460-1 process.
- m. 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 if the project is abandoned or a decision is made not to construct the applicable structure.

TPM 38259 - FINAL MAP RECORDATION

- 40 **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 Planning Division. The Final Map application shall include all necessary road dedications, appropriate easements, and street vacations.
- 41 **Map Recordation.** Prior to the 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

- 42 **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.
- 43 **Traffic Control Plan.** A Traffic Control Plan shall be submitted for approval to the City Engineer.
- 44 **Southern California Edison.** Before the issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner to complete the required forms prior to the commencement of construction.
- 45 **Final Water Quality Management Plan (FWQMP).** Before 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 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).
- 46 **Planning Clearance.** The applicant shall first obtain clearance from the Planning Division to verify that all pertinent conditions of approval have been met.

PRIOR TO THE ISSUANCE OF BUILDING PERMITS

- 47 **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 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.
- 48 **Community Benefit.** The applicant shall provide proof of a \$400,000 donation paid to the Val Verde School District and a separate \$400,000 donation paid to the City of Perris to be distributed as follows: \$200,000 to fund City's efforts to rehabilitate the Downtown Theater, and \$200,000 for the Youth Advisory Committee Scholarship fund.
- 49 **March Air Reserve Base and Perris Valley Airport.** Before building permit issuance, in accordance with the conditions of approval by the Airport Land Use Commission (ALUC) letter dated August 23, 2022, the conditions of approval enumerated in the conditional approval letter shall be implemented to address the project's location within Airport Influence Area.
- 50 **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 with 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.

- 51 **Final Parcel Map Submittal.** Prior to the issuance of the first building permit, Tentative Parcel Map 38259 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.
- 52 **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 plants' location, number, genus, species, and container size 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, at least 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 shade trees throughout the parking lot per the Development Code and landscape standards of the PVCCSP.
 - i. **Water Conservation.** All irrigation systems shall require rain-sensing override devices and soil moisture sensors. Landscaping shall comply with Zoning Code Chapter 19.70 (www.cityofperris.org) for mandated water conservation.
 - j. **Maintenance.** All landscaping shall be maintained in a viable growth condition.
 - k. **Provide a curb adjacent landscaped parkway.**
- 53 **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. **Parking Lot.** Evergreen trees shall be planted for passenger vehicles every six parking spaces throughout the parking lots.
 - c. **Reduce the number of parking spaces for passenger vehicles and increase on-site landscape coverage.**
 - d. **Provide signage and a lighted crosswalk at the southern parking lot area.**
 - e. **Provide an additional second indoor amenity.**
- 54 **Charging Stations.** The applicant shall install the Electric Vehicle charging stations for the EV parking stalls depicted on the site plan and must accommodate light-duty vehicles. The station locations and specifications shall be included in the building plans.
- 55 **Screen Walls and Fencing.** Decorative screen walls shall screen views into truck courts from the public rights of way (Patterson and Nevada Avenues) 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 the review and approval of Planning Division staff. The following shall apply:
- a. **Decorative Screen Walls.** Relocate the 14-foot-high decorative screen walls 20 feet from the front property line, along Patterson Avenue. The screen wall shall include decorative pilasters with a cap at every 100 linear feet, subject to the review and approval of the Planning Division. The 14-foot-high screen wall on the site's east side shall also consist of decorative materials, including decorative pilasters with a cap every 100 linear feet.
 - b. **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.
 - c. **Tubular Fence.** The proposed eight (8) foot high tubular steel fence shall be extended from where the retaining wall ends along the north property line to 10 feet from the front property line along Patterson Avenue, outside the front yard setback area.
 - 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.
- 56 **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.
- 57 **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).

- 58 **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:

- 59 **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

- 60 **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.

Trucks shall access the I-215 Freeway by exiting the project site via Patterson to Harley Knox Boulevard, consistent with the City's adopted truck route.

- 61 **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final signoffs 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.
- 62 **Outstanding Fees.** Any processing fees for the Planning Division shall be paid before building occupancy.
- 63 **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.

- 64 **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

P8-1462

March 13, 2023

Revised at Planning Commission May 17, 2023

Revised August 2, 2023

TPM 38259 - DPR 21-00005

Prologis

Nance St. & Patterson Av.

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

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

General Conditions:

1. The project grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.

3. Site circulation shall be such that auto and truck access, circulation and parking are distinct and separate. **Lighted pedestrian signs, control and striping shall be installed at the crosswalks from auto parking areas crossing the truck travel lanes to the structure, as recommended by the project Traffic Engineer and as approved by the City Engineer.**

4. Truck access to the site shall be limited to I-215/Harley Knox Boulevard Interchange, Harley Knox Boulevard and Patterson Avenue.

Truck access to and from Ramona Expressway and Perris Boulevard is prohibited.

Prior to Recordation of the Parcel Map:

5. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.

6. The developer/property owner shall comply with the terms and conditions of the drainage requirements and construction of the drainage improvements identified in Condition no. 19 and post the respective bonds and securities as specified.

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 Improvement Plans
- c. Storm Drain improvement 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. Patterson Avenue is classified as a Collector (66'/44') per the General Plan. Adequate right-of-way shall be dedicated on Patterson Avenue along the property frontage to accommodate a 33 foot half width dedicated right-of-way.

9. Nevada Avenue is classified as a Collector (66'/44'). 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.

10. Nance Street is classified as a local (60'/40'). Adequate right-of-way shall be dedicated on Nance Street along the property frontage to accommodate a knuckle per County of Riverside Standard No. 801.

11. Nance Street from Patterson Avenue to the knuckle at Nance Street and Nevada Avenue, within the project site, shall be vacated; any and all underlying easement(s) shall be rescinded and any and all utilities and facilities removed as approved by the City Engineer.

12. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.

13. 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.

14. Relinquish and waive rights of access to and from Patterson Avenue and Nevada Avenue on the Map other than the access opening as shown on the site plan.

15. In the event that offsite property is required to complete the required improvements, 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.

16. 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.

17. 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:

18. 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 Improvement Plans
- c. Storm Drain Improvement 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.

19. The developer/property owner shall comply with the drainage requirements and construction of the drainage improvements as specified below:

The ultimate drainage plan for this part of the City is dependent on the RCFCD construction of Perris Valley Master Drainage Plan Facility Lateral B Stage 4 along the March Air Reserve Base's boundary from Perris' north City limit to Heacock Street. The construction of Lateral B Stage 4 would serve as an adequate outlet for all runoff generated north

of Harley Knox Boulevard. And the redirection of those flows to Lateral B Stage 4 would free up capacity in an existing Caltrans Reinforced Concrete Box (RCB) that runs in Harley Knox Boulevard. The Caltrans RCB in Harley Knox Boulevard could then accept local flows from the area south of Harley Knox Boulevard, including onsite flows from this development.

Currently RCFCD is schedule to advertise Lateral B Stage 4 for bid in May 2023. Due to the timing of RCFCD's drainage improvements the drainage for this development may be constructed in phases.

The developer/property owner shall construct Perris Valley Master Drainage Plan Facility Line B-6 along the property's frontage on Patterson Avenue to collect the 10-year offsite storm runoff and convey them to the existing Caltrans RCB located at the intersection of Harley Knox Boulevard and Patterson Avenue. The developer/property owner shall also construct Perris Master Drainage Plan Facility Line B-6.1 from the site's northeast corner to convey 10-year onsite storm runoff to the existing Caltrans RCB located at the intersection of Harley Knox Boulevard and Nevada Avenue. Plans for these facilities must be approved and bonded for prior to the issuance of Building Permits. Temporary Occupancy Permits shall not be issued until Line B-6 and Line B-6.1 are completed.

The request for Building Permits vs. Grading Permit is because RCFCD does not want to issue their encroachment permit until Lateral B Stage 4 and Line B-8 are completely constructed. In the event that Lateral B Stage 4 is not under construction, City may consider issuing the Building Permits and Temporary Occupancy Permit, however no Final Certificate of Occupancy will be issued.

The developer/property owner shall construct Line B-8 to connect the existing Caltrans RCB directly to Lateral B Stage 4. Line B-8 is located about 1260-feet north of Harley Knox and will run east from Patterson Avenue and discharge flows into Lateral B Stage 4 after it is constructed by RCFCD. The plans for Line B-8 shall be in plan check with RCFCD, the right-of-way across APN 294-220-010 shall be acquired **or the condemnation procedure shall be initiated by the City pursuant to City's condemnation procedures, regulations and requirements**, and bonds posted, prior to the issuance of Building Permits. Line B-8 shall be maintained by RCFCD and the developer/property owner shall enter into a tri-party cooperative agreement with RCFCD and the City covering the terms of plan check, right-of-way transfer, inspection, operation, and maintenance, prior to issuance of Final Certificate of Occupancy.

Final Certificate of Occupancy shall not be issued until Line B-8 is completed to the satisfaction of the City Engineer.

Provision of Master Drainage Plan facilities and any connection to Master Drainage Plan facilities will require an encroachment permit from RCFCDD.

20. The most northerly driveway on Patterson Avenue shall be designated for truck access only and shall be limited to left-in/right-out only. **The turning radii in the drive aisle shall be such that simultaneous truck ingress and egress movements are accommodated.**

21. The driveway on Patterson Avenue aligned with California Avenue (to the west of Patterson Avenue) shall be designated for auto access only.

22. The driveway on Patterson Avenue aligned with Nance Street (to the west of Patterson Avenue) shall be designated for truck access only and shall be limited to left-in/right-out only. **The turning radii in the drive aisle shall be such that simultaneous truck ingress and egress movements are accommodated.**

23. The most southerly driveway on Patterson Avenue shall be designated for auto access only.

24. The driveway on Nance Street shall be designated for emergency access only.

25. 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.

26. 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, RBBB and other City fees, and is not reimbursable.

Prior to Issuance of Building Permit:

27. The developer/property owner shall comply with the terms and conditions of the drainage requirements and completing the construction of the drainage improvements as identified in Condition no. 19.

28. The project site is located within the limits of Perris Valley Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan". Acreage for the project site's impervious area shall be provided.

The developer/property will be eligible for ADP fee credit in exchange for the construction of Line B-8 since this system is a benefit to the City.

29. 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.

30. Fire Department and EMWD approvals of the Water Improvement Plans are required prior to City Engineer's approval.

31. Paved access shall be provided to the proposed buildings per the Precise Grading Plans.

32. 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:

33. The developer/property owner shall comply with the terms and conditions of the drainage requirements and completing the construction of the drainage improvements as identified in Condition no. 19.

34. Patterson Avenue (Collector - 66'/44') along the property frontage within the dedicated right-of-way shall be improved to provide for a 44 foot wide asphalt pavement (using a TI of 9.0 and PG 70-10), 6 inch curb and gutter 22 feet east of centerline, a 6 foot wide sidewalk **at property line**, Class II bike lane per the Active Transportation Plan and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.

35. Patterson Avenue (Collector - 66'/44') from northerly project boundary to Harley Knox Boulevard within the dedicated right-of-way shall be improved to provide for asphalt pavement transition lanes per Caltrans standards, the widths and lengths of the lanes shall be determined by the project's Traffic Engineer as approved by City Engineer.

36. The existing power poles on Patterson Avenue along the property frontage shall be removed and cables (under 66 kv) including the communication cables shall be undergrounded. The developer/property owner shall provide an undergrounding of utilities study prepared by a utility consultant/electrical engineer analyzing and determining the extent of conformance.

37. Nevada Avenue (Local - 66'/44') along the property frontage within the dedicated right-of-way shall be improved to provide for a 37 foot wide asphalt pavement (using a TI of 7.0 and PG 70-10), 6 inch curb and

gutter 22 feet west of centerline, a 6 foot wide sidewalk and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.

38. Nevada Avenue (Local - 60'/40') from northerly project boundary to Harley Knox Boulevard shall be improved to provide for a 30 foot wide asphalt pavement (using a TI of 7.0 and PG 70-10) per City of Perris, County of Riverside and Caltrans standards.

39. The existing power poles on Nevada Avenue along the property frontage shall be removed and relocated as applicable and cables (under 66 kv) including the communication cables shall be undergrounded. The developer/property owner shall provide an undergrounding of utilities study prepared by a utility consultant/electrical engineer analyzing and determining the extent of conformance.

40. The knuckle at Nance Street and Nevada Avenue at project boundary, shall be improved per County of Riverside Standard No. 801 to provide for asphalt pavement (using a TI of 7.0 and PG 70-10), including 6 inch curb and gutter, a 6 foot wide sidewalk and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.

41. Nance Street (Local - 60'/40') from the knuckle at the project boundary to Webster Avenue shall be improved to provide for a 30 foot wide asphalt pavement (using a TI of 7.0 and PG 70-10), including transition lanes, per City of Perris, County of Riverside and Caltrans standards.

42. The conditions of the existing pavement on Patterson Avenue along the property frontage and the extensions 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.

43. The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer.

44. 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.

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

Planning Case File No(s): DEVELOPMENT PLAN REVIEW #21-00005

Case Planner: Mathew Evans (951) 943-5003,

Applicant: DJ Arellano

Location: East of Patterson Ave., and North of Nance Street

Project: Proposal to construct a 579,986 SF industrial building.

APN(s): 314-153-015 thru 314-153-042, 314-153-044, 314-153-046 and 314-153-048

Reviewed By: David J. Martinez, CBO

Date: 5-10-2021

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. None of the proposed buildings can cross any property lines. A lot line adjustment may be required prior to the construction of the project.

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



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

MEMORANDUM

Date: December 05, 2022

To: Mathew Evans, Planner

From: Michael Morales, CIP Manager

By: Chris Baldino, Landscape Inspector **CB**

Subject: DPR 21-00005– Conditions of Approval

Proposal to construct a 579,986 square foot Industrial building on East Patterson Ave and Nevada Ave. 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:
 - **Patterson Ave.** - Provide offer of dedication as needed to provide for full half width Street (66' ROW (33' half width), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum 11' public parkway from back of curb.
 - **Nevada Ave.** - Provide offer of dedication as needed to provide for full half width Street (66' ROW (33' half width), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum 11' public parkway from back of curb.
 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 an additional landscape easement and Landscape easement agreement, acceptable to the City of Perris. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.
 3. **Landscaping Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "Off-site Landscape Plan for DPR 21-00005" 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:

- **Patterson Ave** – Per Section 6.0-21 Streetscape Landscape design guidelines and planting pallet for Collector and figure 6.0-9, of the PVCCSP for sizing and spacing requirements. Street tree: Platanus x acerfolia 'London Plane Tree. Use of drought resistant shrubs and groundcover intended to complement the existing parkway along Patterson Ave. including but not limited to the following: Callistemon 'Little John', Hesperaloe parviflora 'Red Yucca', Lantana M. 'Gold Rush Lantana', Myoporum parviflora.
 - **Naveda Ave.** – This parkway will be a non-irrigated parkway with a design of 4" to 6" Arizona grouted cobble in a half moon design. Within the half moon areas without cobble artificial turf or a different colored grouted cobble would be required.
 - **Nance Street** – At the knuckle of Nance Street there is a small section of right-of-way to be concrete instead of landscape.
- b. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or equal on flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (WeatherTrak ET Pro3 Smart Controller, or equal, with Rain Sensor). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.
- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering

Standards in effect at the time of approval.

- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.
 - g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
 - h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all gravel, rock, or cobble areas.
 - i. **Wire Mesh and Gravel at Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.
 - j. **Concrete Maintenance Band at Medians and Mortar Cobble turn Land** – Provide 12” wide concrete maintenance band (safety edge) around entire median. At turn pockets provide mortared cobble creek bed, round stone sized 6” to 12”.
 - k. **Perimeter Walls Graffiti Coating** – Provide anti-graffiti coating at all perimeter walls. Acceptable products shall include Vitrocem Anti-Graffiti Coating or equal.
4. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only “OFF-SITE” landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 657-3280 to schedule inspections.
- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
 - **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
 - **Inspection #3** - Landscaping installed, irrigation system fully operational, and request for “Start of 1 year Maintenance Period” submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.
 - **Turn-Over Inspection**– On or about the one-year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one-year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City’s Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City,

then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.

5. **One Year Maintenance and Plant Establishment Period**-The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one-year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees, and shrubs in a viable growth condition. Prior to the start of the one-year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.

6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
 - a. **Street Lighting**-If Street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. 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 photocopy of Traffic Signal as-built plans and timing sheets.

7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term

maintenance costs and longevity of improvements. Components shall include, but not be limited to:

- **Storm Drain Screens**-If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe. Connector pipe screens shall the type, style, and durability requirements of the Public Work's Engineering Administration and Special Districts Division.
- **WQMP Inspections**- The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
- **Acceptance By Public Works/Special Districts**-Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.
9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
 - **Consent and Waiver for Maintenance District No. 84-1** - New street lighting proposed by the project, as determined by the City Engineer
 - **Consent and Waiver for Landscape Maintenance District No. 1** – New off-site parkway landscape proposed by the project on Patterson Ave, and Nevada 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.



CITY OF PERRIS
COMMUNITY SERVICES

MEMO

Date: June 9, 2021
To: Mathew Evans Project Planner
From: Sabrina Chavez, Director of Community Services
Cc: Arcenio Ramirez, Community Services Manager
Jessica Galloway, Project Coordinator
Joshua Estrada, Parks Coordinator
Subject: Development Plan Review 21-00005 – Conditions

Community Services Staff reviewed DPR 21-00005 and offer the following comment(s):

Development Impact Fees

- The Project is subject to payment of Industrial 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)

Trails

Add Class II bike lane on Patterson Avenue as identified in the Active Transportation Plan 2020, refer to Engineering comments.

ATTACHMENT 3

Ordinance Number (next in order) Adopting
Specific Plan Amendment 21-05267

ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 21-05267 TO AMEND THE CIRCULATION PLAN OF THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN FOR THE REMOVAL OF TWO EXISTING PAPER STREETS TO FACILITATE THE CONSTRUCTION OF A 764,753-SQUARE-FOOT WAREHOUSE FACILITY ON A 35.63 ACRE SITE, LOCATED SOUTH OF HARLEY KNOX BOULEVARD BETWEEN PATTERSON AND NEVADA AVENUES, SUBJECT TO CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN.

WHEREAS, The project applicant, Nicole Torstvet of Patterson Limited Partnership proposes to amend the Circulation Plan of the Perris Valley Commerce Center Specific Plan (“PVCCSP”) to vacate two existing unimproved streets, Nance Street and California Avenue, to facilitate the construction and operation of a 764,753 square foot warehouse distribution facility on 35.63 acres located south of Harley Knox Boulevard between Patterson and Nevada Avenues (the “Project”);

WHEREAS, the applicant submitted Specific Plan Amendment (“SPA”) 21-05267 for consideration of the Project;

WHEREAS, the proposed Project is consistent with the goals, policies, and implementation measures outlined in the General Plan and PVCCSP; and

WHEREAS, pursuant to CEQA and State CEQA Guidelines, an Environmental Impact Report (“EIR”) (State Clearinghouse No. 2022010274) was prepared for the Project was made available for public review and comments for a forty-five (45) day period in accordance with CEQA from November 4, 2022, to December 19, 2022; and

WHEREAS, by Resolution Number (*next in order*), the City Council certified the EIR for the Project; and

WHEREAS, on May 17, 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 September 26, 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 then voted 5-0 to continue the Project to the October 10, 2023, City Council meeting; and

WHEREAS, on October 10, 2023, the City Council voted 5-0 to continue the project to the December 12, 2023, meeting as requested by the applicant.

WHEREAS, on November 28, 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.

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 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. 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 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 October 10, 2023, the City Council finds the following concerning Specific Plan Amendment 21-05267:

Specific Plan Amendment 21-05267

- A. *The Specific Plan Amendment is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.*

The proposed amendment to the Circulation Plan of the Perris Valley Commerce Center Specific Plan (“PVCCSP”) is consistent with the General Plan in that the General Plan Land Use will remain consistent with the PVCCSP. It is located within the General Plan area designated as Planning Area 1. (North Commercial/Industrial) of the General Plan, which allows industrial and commercial opportunities due to the area’s proximity to the I-215 freeway and the proximity to March Global Port. As proposed, the Project will be consistent with General Plan and will further the following General Plan Circulation Element goals:

Goal II (Circulation Element): A well-planned, designed, constructed, and maintained street and highway system that facilitates the movement of vehicles and provides safe and convenient access to surrounding developments.

Goal V (Circulation Element): Efficient goods movement.

Policy V.A (Circulation Element): Require Street abutting properties in the General Industrial (GI) and Light Industrial (LI) Zone to conform to standard specifications for industrial collector streets to accommodate the movement of heavy trucks. Provide adequate off-street loading area for all manufacturing land uses.

B. *The Specific Plan Amendment provides adequate text and diagrams to address the following issues in detail adequately:*

1. *The distribution, location, and extent of the land use of land, including open space, within the area covered by the Plan.*

The proposed SPA 21-05267 will not change the land use designations of the Project site, consisting of GI – General Industrial and LI – Light Industrial. The GI and LI land use designations are intended for manufacturing and light industrial uses. The proposed industrial warehouse distribution building is consistent with the intent of the underlying designations. SPA 21-05267 is limited to vacating Nance Street and California Avenue, paper/unimproved streets, and will have no impacts on the surrounding uses. The project will function properly with respect to land use, circulation, drainage, and water and sewer issues.

2. *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 use described in the Plan.*

Eastern Municipal Water District (EMWD) prepared a Water Supply Assessment for this project. It determined that it will be able to provide adequate water supplies to meet the potable water demand for this project. All improvements for sewage, water, drainage, solid waste disposal, energy, and other essential facilities will be subject to approval by the City and EMWD.

SPA 21-05267 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.

3. *Standards and criteria by which development will proceed and standards for the conservation, development, and utilization of natural resources, where applicable.*

There are no natural resources on the property or designated conservation areas. The Project will comply with all applicable mitigation measures required by the Final EIR. The Project has been designed to comply with Chapter 19.69 – Parking and Loading Standards of the

Zoning Code. 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 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.

Additionally, the Project has been designed to comply with the following Chapters of the PVCCSP:

- Chapter 4 – On-Site Design Standards and Guidelines
- Chapter 5 – Off Site Design Standards and Guidelines
- Chapter 6 – Landscape Standards and Guidelines
- Chapter 8 – Industrial Design Standards and Guidelines

4. A program of implementation measures, including regulation, programs, public works projects, and financing measures necessary to carry out the provisions in paragraphs 1, 2, and 3 above.

SPA 21-05267 proposes to amend the Circulation Plan of the PVCCSP to remove two existing paper streets to facilitate the proposed industrial warehouse project and commercial center. It will not impact existing land uses, including open space within the PVCCSP. The following maps have been revised to reflect the removal of the street and land use change from the PVCCSP:

- Figure 3.0-1 Circulation Plan Map
- Figure 3.0-4 Mass Transit Routes
- Figure 3.0-5 Trails System Map
- Figure 3.0-7 Existing EMWD Water Map
- Figure 3.0-8 Existing EMWD Sewer Map
- Figure 3.0-9 Existing EMWD Recycled Water Map
- Figure 3.0-12 Existing Natural Gas Map
- Figure 3.0-13 Existing Electrical Map
- Figure 3.0-14 Existing Telephone Map
- Figure 3.0-15 Electrical Cable TV Map

Chapter 13 – Implementation and Administrative Process of the PVCCSP establishes a program of implementation measures, including regulation, programs, and financing measures necessary to carry out the provisions contained in paragraphs 1, 2, and 3 above. Chapter 3 – Infrastructure Plan of the PVCCSP outlines public works projects within the PVCCSP with text and diagrams intended to guide and support development in the PVCCSP. As noted above, the Project requires the removal of two paper streets detailed in several of the Figures contained within Chapter 3 to facilitate the proposed vacation of the streets that will occur in connection with the proposed industrial warehouse Project.

Section 4. Approval of SPA 21-05267. 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

October 10, 2023, the City Council hereby approves Specific Plan Amendment 21-05267 relating to the Project. Specific Plan Amendment 21-05267 is attached as Attachment 1 and incorporated herein by this reference.

Section 5. 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 6. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 7. 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 28th day of November 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 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:

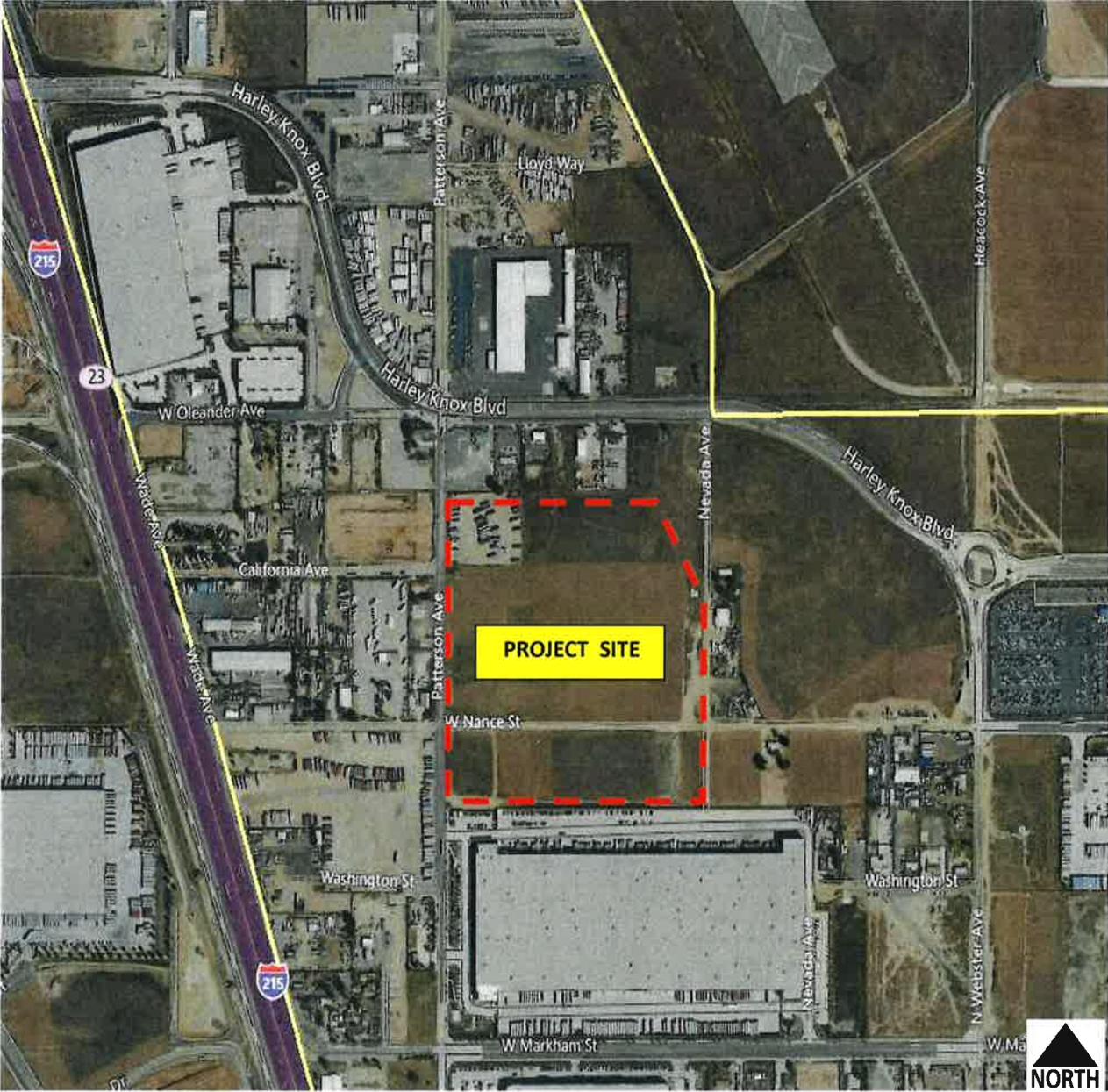
City Clerk, Nancy Salazar

Attachments: Specific Plan Amendment – Proposed Modification to the PVCCSP Circulation Plan and Related Figures
Due to the size of the files, the documents are available online:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-333#docan1206_1313_479

ATTACHMENT 4

Location / Aerial Map

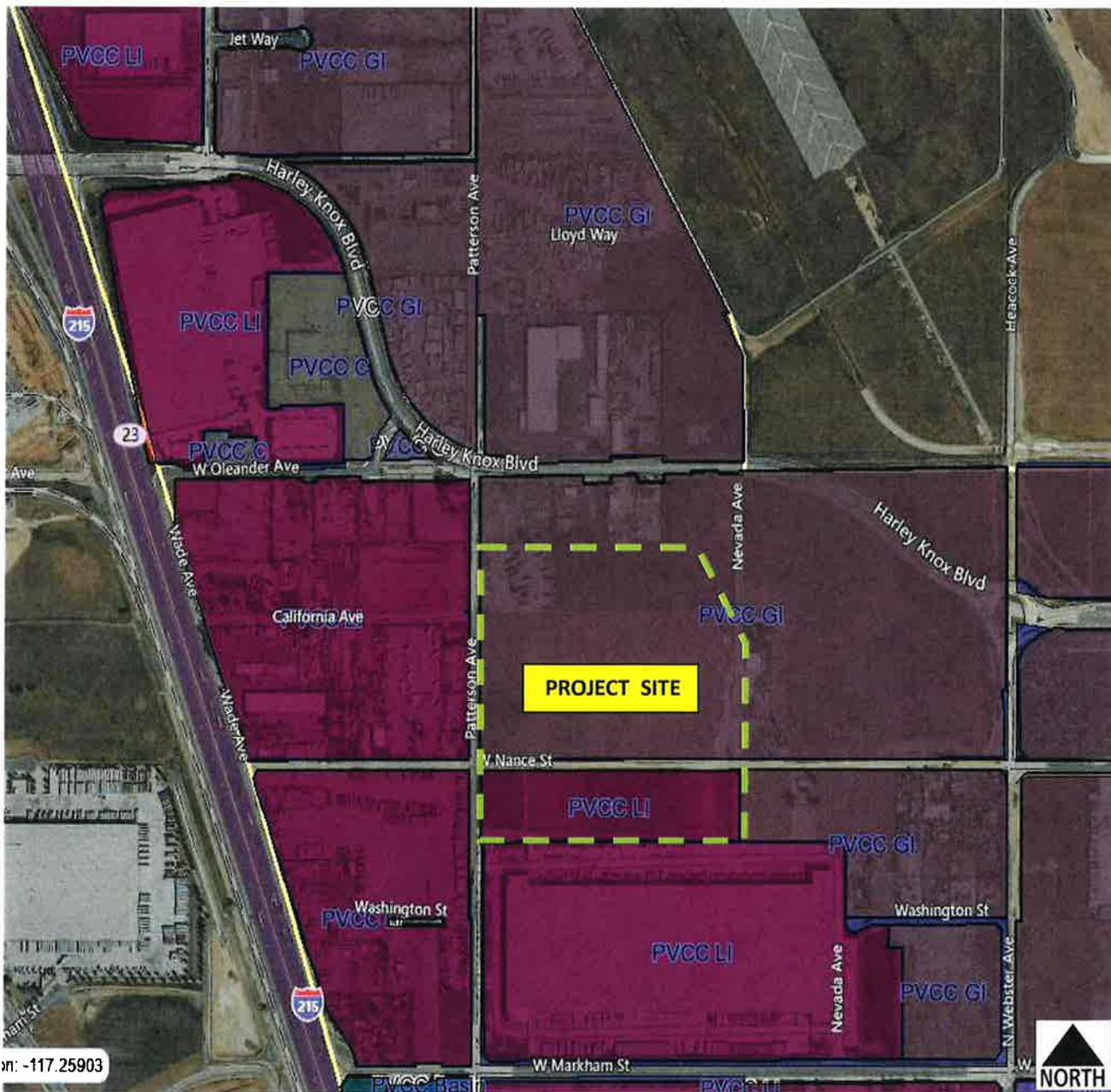
LOCATION / AERIAL VIEW



ATTACHMENT 5

PVCC-SP Land Use Map

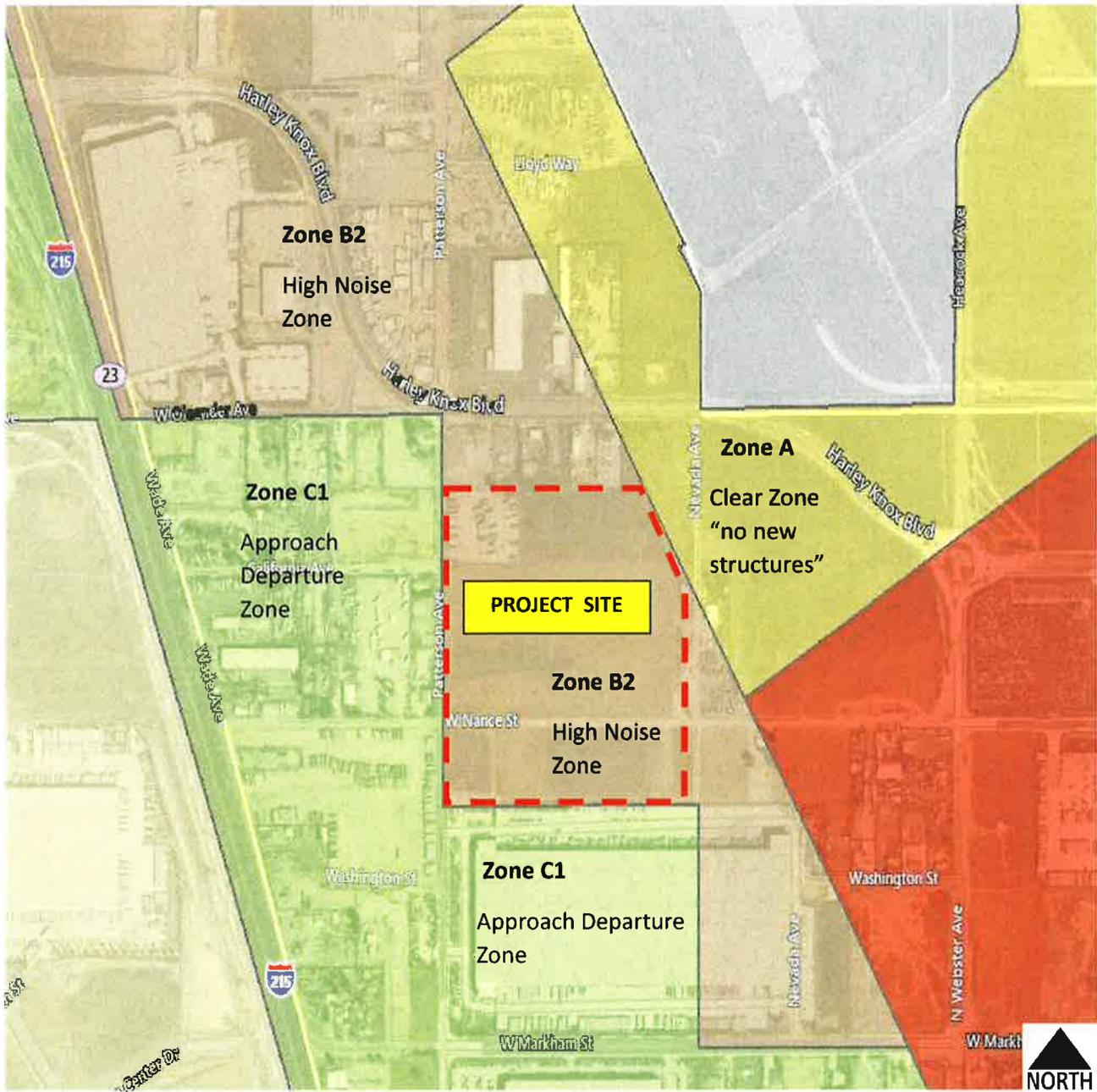
**Existing Land Use – PVCCS
Light Industrial (LI) and General Industrial (GI)**



ATTACHMENT 6

MARB/IPA ALUCP Map

MARP/IPA ALUCP Map



ATTACHMENT 7

Proposed Modification to PVCCSP Circulation Plan-Removal of Segments of California Avenue and Nance Street

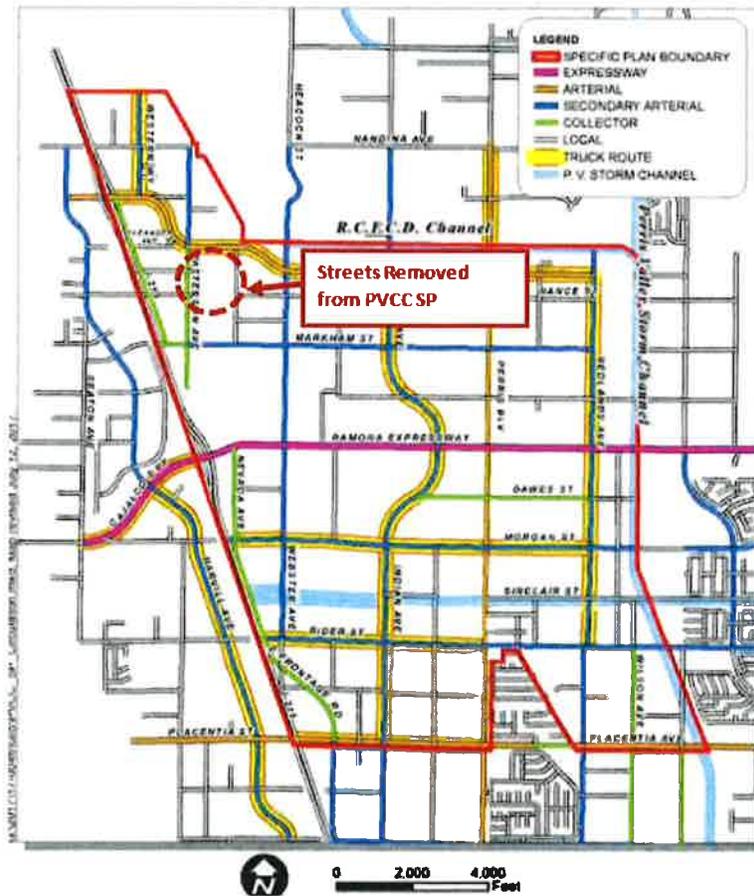
Due to the size of the files, all figures, except for the existing and proposed Circulation Plan in the PVCCSP, showing the proposed removal of segments of the streets are available online:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-333#docan1206_1313_479

Existing Circulation Plan



Proposed Circulation Plan



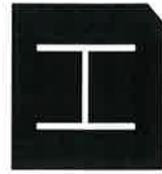
Attachment 8

Tentative Parcel Map TPM-38259

Attachment 9

Project Plans

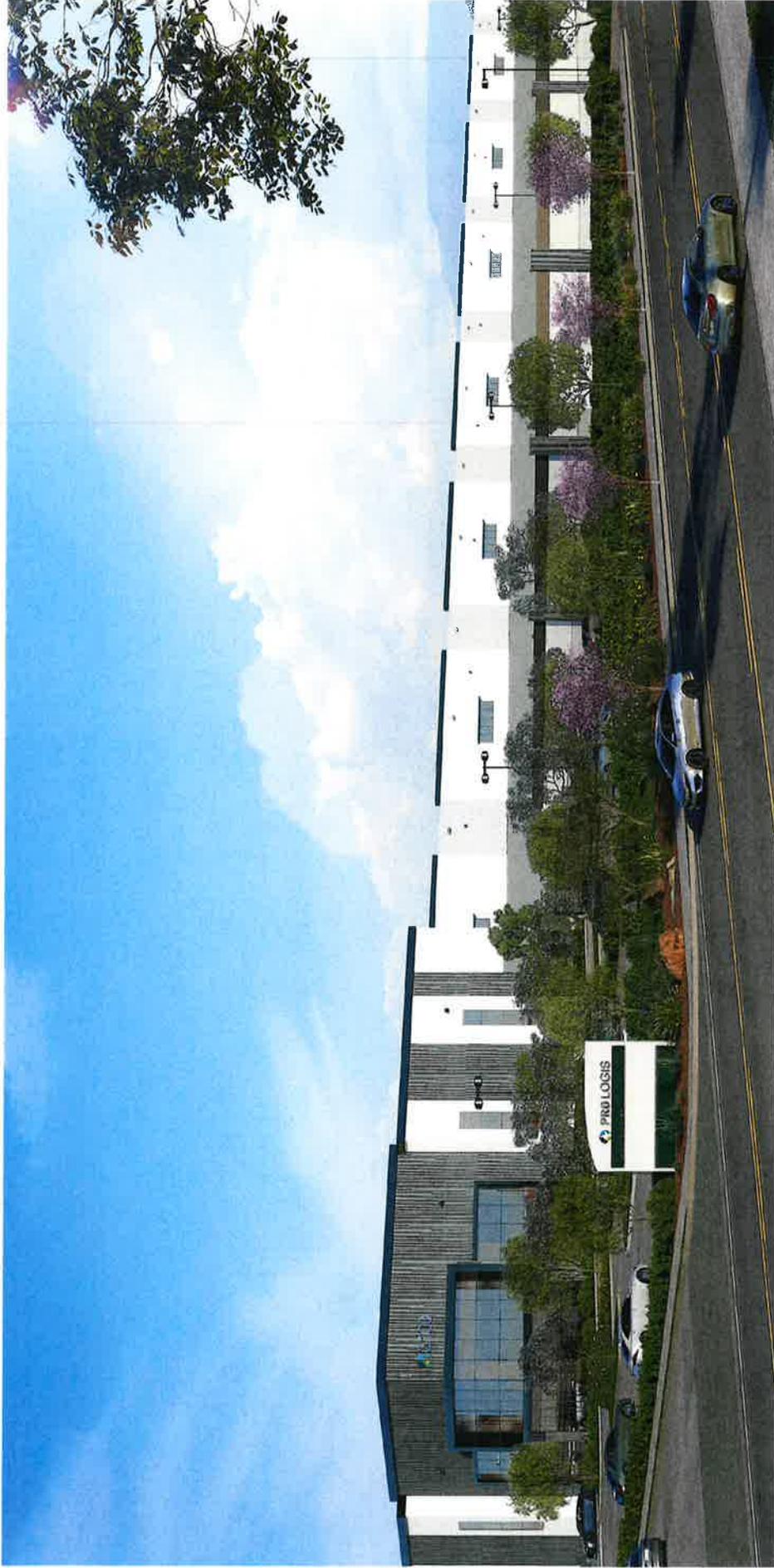
(Site Plan, Floor Plans, Renderings, Building Elevations, and Conceptual Landscape Plan)



HERDMAN
ARCHITECTURE • DESIGN

PROLOGIS
PATTERSON AND NANCE PERRIS, CA
07.28.2023
H-A+D JOB NO.: A21-2001

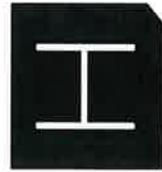




HERDMAN
ARCHITECTURE + DESIGN

PROLOGIS
PATTERSON AND NANCE PERRIS, CA
06.29.2023
H-A+D JOB NO: A21-2001





HERDMAN
ARCHITECTURE + DESIGN

PROLOGIS
PATTERSON AND NANCE PERRIS, CA
06.29.2023
H-A+D JOB NO: A21-2001

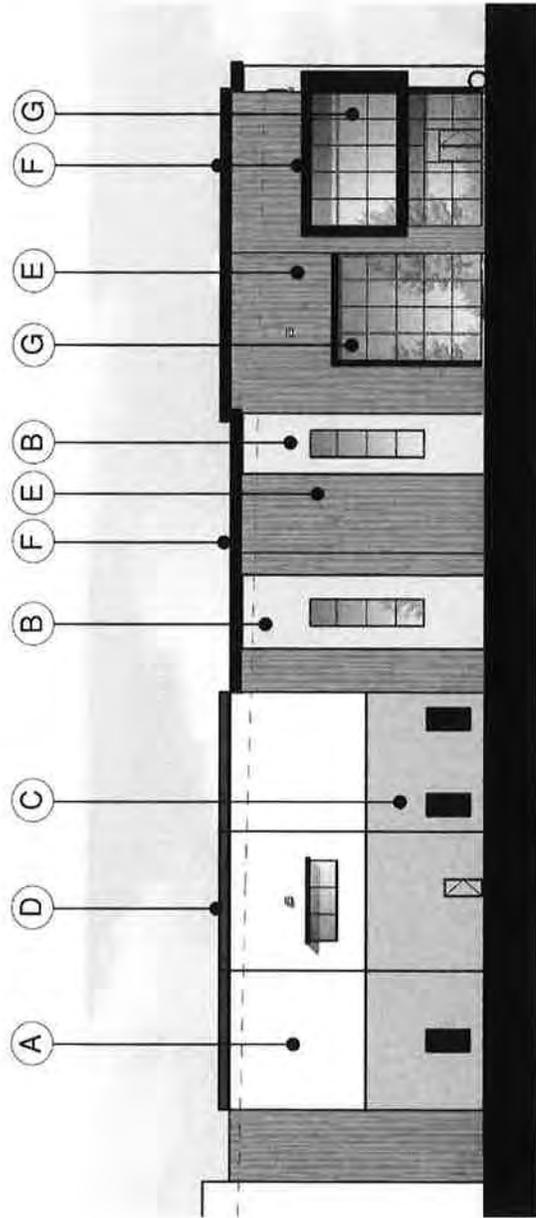




HERDMAN
ARCHITECTURE + DESIGN
401-2009
02.21.2023

MATERIAL
BOARD

- PAINTED CONCRETE PANEL
A. SW 7005 PURE WHITE
- PAINTED CONCRETE PANEL
B. SW 6252 ICE CUBE
- PAINTED CONCRETE PANEL
C. SW 6254 LAZY GRAY
- PAINTED CONCRETE PANEL
D. SW 7069 IRON ORE
- E. CONCRETE FORMLINER
SW 7650 ELLIE GRAY
- F. BLACK ANODIZED DECORATIVE METAL
- G. STOREFRONT MEDIUM PERFORMANCE BRONZE REFLECTIVE GLAZING & BLACK ANODIZED MULLIONS



ENLARGED VIEW @ CORNER

ATTACHMENT 10

City Council Agenda Submittal Without
Attachments –

August 29, 2023

Due to the size of the documents, only a hard copy of the staff report is included. The entire staff report packet is available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-333#docan1206_1313_479



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE:

August 29, 2023

SUBJECT:

Specific Plan Amendment (SPA) 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review (DPR) 21-00005 – A proposal to consider the following entitlements to facilitate the construction of a 764,753 square-foot industrial building on 35.63-acres located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue within the General Industrial and Light Industrial zones of Perris Valley Commerce Center Specific Plan (PVCCSP): 1) Specific Plan Amendment to remove unimproved segments of California Avenue and Nance Street from the Circulation Plan; 2) Tentative Parcel Map to consolidate 38 existing parcels into one (1) 35.63 acre-parcel; and 3) Development Plan Review for the site plan and building elevations. Applicant: Nicole Torsvet, Patterson Limited Partnership.

REQUEST:

Adopt Resolution Number (*next in order*) certifying the Final Environmental Impact Report (SCH 2022010274) and adopting the Mitigation and Monitoring and Reporting Program, the Findings of Fact related to the significant environmental impacts resulting from the project.

Adopt Resolution Number (*next in order*) approving Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review 21-00005 to facilitate the construction of a 764,753 square foot industrial distribution building, based on the findings and the Conditions of Approval; and

Introduce the First Reading of the Ordinance (*next in order*) approving Specific Plan Amendment 21-05267 to remove unimproved segments of California Avenue and Nance Street from the Perris Valley Commerce Center Specific Plan (PVCCSP) Circulation Plan, and making the necessary findings in support thereof.

CONTACT:

Kenneth Phung, Director of Development Services

BACKGROUND

On May 17, 2023, the Planning Commission unanimously voted 5-0 to recommend approval to the City Council of the proposed 754,359 square foot industrial warehouse facility, located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue, consisting of the following entitlements: 1) Specific Plan Amendment to remove unimproved segments of California Avenue and Nance Street from the Perris Valley Commerce Center Specific Plan (PVCCSP) Circulation Plan; 2) Tentative Parcel Map to consolidate 38 existing parcels into one (1) 35.63 acre-parcel; and 3) Development Plan Review for the site plan and building elevations.

Surrounding uses include cannabis uses to the north, zoned General Industrial (GI); vacant land and two legal, non-conforming residences to the east, zoned GI; industrial uses and a non-conforming residence to the west, zoned Light Industrial; and an industrial warehouse to the south zoned Light Industrial.

Truck access is proposed via two driveways along Patterson Avenue. Trucks circulation is limited to and from the I-215 Freeway/Harley Knox Boulevard Interchange via Patterson Avenue and Harley Knox Boulevard, consistent with the City's adopted truck route.

Community Benefits:

As part of this project, the applicant is proposing the construction of an off-site master planned storm drain system north of Harley Knox Boulevard, known as Lateral B, that will resolve flooding along Patterson Avenue and open the door for the development of vacant properties in the area. The City estimates the construction costs will total approximately \$3,000,000 and include grading, trenching, infrastructure installation, related fees, and project management. In addition, the applicant has indicated they have partnered with Val Verde School District to provide a donation of \$400,000 for school facilities projects at issuance of building permit.

PLANNING COMMISSION MEETING:

Public Comments:

At the May 17, 2023, Planning Commission meeting, members of the Laborers' International Union of North America (LIUNA) were present, and two (2) members spoke in support of the project, mentioning that this project will provide new job opportunities in the City of Perris.

Member of the Union Iron Workers Local 433 were also present, and six (6) spoke in opposition to the project, indicating the applicant is not presently planning to hire iron worker talents within the Riverside County area. Additionally, three (3) representatives from the Californians Allied for a Responsible Economy (CARE, CA) were present and spoke in opposition of the project citing environmental concerns. They indicated that noise and vibration impact, as well as air quality have not been adequately addressed in the Draft EIR.

The project environmental consultant, Cheryl DeGano of Albert Webb Associates, informed the Planning Commission the analysis of noise and vibrations in the EIR is in concert with industry Best Management Practice (BMP). The analysis used the same methodology used in the Perris Valley Commerce Center Specific Plan (PVCCSP) EIR and standards required by the Federal Transit Authority (FTA).

Discussion:

At the May 17, 2023, meeting, the Planning Commission expressed the need to have a landscape buffer adjacent to the street, provide above the minimum landscape coverage requirement, include pedestrian safety connection between the auto parking and truck travel lanes on-site, and provide one additional indoor amenity for employees working due to the size of the industrial building. Therefore, the Commission recommended that the applicant work with staff on providing a curb adjacent landscape parkway along Patterson Avenue for pedestrian safety, reducing the number of parking spaces to increase the landscaping coverage, increasing the tree size from 24-inch box to 36-inch box for 30 percent of the trees, and adding a second indoor amenity to the project. The applicant agreed to implement the Planning Commission recommendations. After listening to public comments and the applicant's commitment, the Planning Commission unanimously recommended approval of the project.

Since the Planning Commission meeting, the applicant has worked with staff in addressing the Planning Commission's recommendations and has revised the plans to include the following:

1. A 3-foot wide curb adjacent landscape parkway is provided along Patterson Avenue.
2. Thirty percent of trees have been increased in size from 24-inch box trees to 36-inch box trees.
3. Parking spaces for passenger vehicles have been reduced from 333 to 275 spaces to increase the landscaping coverage.
4. A game room has been added as a second indoor amenity.

As a matter of information, plans have also been revised to satisfy Condition of Approval #52, requiring relocation of the 14-foot high walls along the Patterson Avenue frontage to better screen the truck access drive aisle from Patterson Avenue. Lastly, the applicant has also agreed to comply with conditions of approval requiring signage and a lighted crosswalk at the southern parking lot area and to design the building in compliance with LEED Silver certification requirements.

ENVIRONMENTAL CONSIDERATIONS AND CEQA PROCESS

An Environmental Impact Report (SCH 2022010274) has been completed in compliance with the California Environmental Quality Act (CEQA) Guidelines (Attachment 10). The EIR concludes that all impacts related to aesthetics, air quality, biological resources, cultural resources, energy, geology and soil, greenhouse gas emissions, hazards, noise, transportation, and tribal cultural resources have been reduced to less than significant or have been reduced to below the level of significance with the implementation of mitigation measures.

A Notice of Availability for the Draft Environmental Impact Report (EIR) was sent to property owners within 300 feet of the Project site, tribes, agencies, and interested parties. The notice 45-day public comment review period started on November 4, 2022, and ended on December 19, 2022. During the 45-day comment period, the City received four (4) comment letters from the following interested parties (Attachment 10):

- South Coast Air Quality Management District (SCAQMD) – Commented regarding the analysis approach and modeling assumptions used in the air quality analysis. SCAQMD recommended a qualitative study of potential cumulative air quality and health risk impacts and questioned the fleet mix used in CalEEMod. SCAQMD requested clarification regarding the project's operational Health Risk Assessment (HRA) assumptions. Finally, SCAQMD stated that if permits from SCAQMD are required, this should be discussed in the Final EIR, and SCAQMD should be identified as a responsible agency.
- Lake Creek Industrial – Requested an explanation for the change in location of the proposed recycled water line and sewer line described in the Notice of Preparation (NOP) compared to how it was explained in the Draft EIR. This commenter also requested details for the recycled water line proposed by the project.
- Blum Collins & Ho, LLP on behalf of Golden State Environmental Justice Alliance (GSEJA) – The commenter alleges the Draft EIR does not comply with the requirements of CEQA and requests the Draft EIR be revised and recirculated. This commenter addresses multiple topics evaluated in the Draft EIR but primarily focuses on air quality concerns, airport land use compatibility, general plan policy consistency, transportation, cumulative impact analysis, and alternatives.
- Adams Broadwell Joseph & Cardoz PC, Attorneys at Law on behalf of Californians Allied for a Responsible Economy (CARE, CA) – This commenter alleges the Draft EIR does not comply with the requirements of CEQA and requests the Draft EIR be revised and recirculated. The commenter addresses several topics in the Draft EIR but primarily focuses on the information presented in the project description and environmental setting, air quality concerns, biological resources, noise impacts, and the findings necessary for land use entitlements. The commenter asserts the project description is not accurate or complete and does not identify the reasonably foreseeable uses of the Project site.

After the Planning Commission hearing, staff received two additional comment letters from Blum Collins and Ho, LLP, on behalf of Golden State Environmental Justice Alliance (GSEJA), and Adamn Broadwell Joseph & Cardoz PC, Attorneys at Law, on behalf of Californians Allied for a Responsible Economy (CARE, CA). The comment letters did not include concerns that were not already addressed in their previously submitted letters referenced above.

Responses to Comments were prepared and included in the Final EIR. None of the comments raised additional environmental concerns that have not been addressed in the EIR, 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 (Attachment 10). In accordance with the Public Resources Code Section 21092.5, the City has provided a written response to the commenting public agency ten days before the proposed EIR certification date.

RECOMMENDATION:

The Planning Commission recommends to the City Council the following: 1) Adoption of Resolution (*next in order*) certifying the Environmental Impact Report, and adopting Mitigation and Reporting Program, and the Findings of Fact; 2) Adoption of Resolution Number (*next in order*) approving Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review (DPR 21-00005; and 3) Introduction of the First Reading of Ordinance Number (*next in order*) approving Specific Plan Amendment (SPA) 21-05267 to facilitate the construction of a 764,753 square foot industrial warehouse distribution building, based on the findings and the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: All costs associated with the project are borne by the applicant.

Prepared by: Douglas Fenn, Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments:

1. Resolution (*next in order*) Certifying the Environmental Impact Report, and the Mitigation Monitoring and Reporting Program
2. Resolution (*next in order*) Approving the Project and Conditions of Approval (Planning, Engineering, Public Works, Community Services, and Building & Safety)
3. Ordinance Number (*next in order*) Adopting Specific Plan Amendment 21-05267
4. Location/Aerial Map
5. PVCC-SP Land Use Map
6. MARB/IPA ALUCP Map
7. Proposed Modification to PVCC-SP Circulation Plan -Removal of Segments of California Avenue and Justice Street

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/-order-333#docan1206_1313_479

Tentative Parcel Map

Project Plans (Perspective View, Site Plans, Floor Plans, Landscape Plans, Elevations, Line of Sight Plans, and Screen Walls)

10. Planning Commission Report Without Exhibits May 17, 2023

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-333#docan1206_1313_479

11. Final Environmental Impact Report, Response to Comments, Mitigation Monitoring and Reporting Program, 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-333#docan1206_1313_479

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

ATTACHMENT 11

City Council Continuance Report –
September 12, 2023



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 12, 2023

SUBJECT: Specific Plan Amendment (SPA) 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review (DPR) 21-00005 – Continued from the August 29, 2023, meeting. A proposal to consider the following entitlements to facilitate the construction of a 764,753 square-foot industrial building on 35.63-acres located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue within the General Industrial and Light Industrial zones of Perris Valley Commerce Center Specific Plan (PVCCSP): 1) Specific Plan Amendment to remove unimproved segments of California Avenue and Nance Street from the Circulation Plan; 2) Tentative Parcel Map to consolidate 38 existing parcels into one (1) 35.63 acre-parcel; and 3) Development Plan Review for the site plan and building elevations. Applicant: Nicole Torsvet, Patterson Limited Partnership.

REQUESTED ACTION: Continuance of this item to the City Council meeting on September 26, 2023.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

Staff recommends that this item be continued to the next scheduled City Council meeting on September 26, 2023, to allow staff and the applicant additional time to adequately address the comment letters received on August 29, 2023. The applicant has agreed to the continuance.

BUDGET (or FISCAL) IMPACT: All costs associated with the project are borne by the applicant.

Prepared by: Douglas Fenn, Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Deputy City Manager _____

Attachment:

1. Letter from Applicant – Dated August 31, 2023

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

From: Torstvet, Nicole <ntorstvet@prologis.com>
Sent: Thursday, August 31, 2023 1:08 PM
To: Patricia Brenes <pbrenes@CityofPerris.org>
Cc: Kenneth Phung <Kphung@cityofperris.org>; Douglas Fenn <dfenn@interwestgrp.com>; Arellano, D.J. <darellano@prologis.com>; Lou Monville <Lou@raincrosscorp.com>
Subject: Patterson and Nance Request for Continuance DPR21-00005

Good Afternoon Patricia,

Per our conversation, we are requesting continuance to the 09/26 City Council hearing so the City attorney can finalize their review of the CARE CA responses.

Thank you,

Nicole Torstvet | Director, Development

3546 Concours St., Suite 100 | Ontario | California | 91764 | United States of America
Direct +1 (909) 673-8727 | Mobile +1 (909) 489-6079 | ntorstvet@prologis.com
www.prologis.com | Follow us on [LinkedIn](#) and [Twitter](#)



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ATTACHMENT 12

City Council Agenda Submittal Without
Attachments –

September 26, 2023

*Due to the size of the documents, only a hard copy
of the staff report is included. The entire staff
report packet is available online:*

at: https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-333#docan1206_1313_479



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE:

September 26, 2023

SUBJECT:

Specific Plan Amendment (SPA) 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review (DPR) 21-00005, *Continued from the August 29, 2023 and September 12, 2023 meeting(s)*. – A proposal to consider the following entitlements to facilitate the construction of a 764,753 square-foot industrial building on 35.63-acres located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue within the General Industrial and Light Industrial zones of Perris Valley Commerce Center Specific Plan (PVCCSP): 1) Specific Plan Amendment to remove unimproved segments of California Avenue and Nance Street from the Circulation Plan; 2) Tentative Parcel Map to consolidate 38 existing parcels into one (1) 35.63 acre-parcel; and 3) Development Plan Review for the site plan and building elevations. Applicant: Nicole Torsvet, Patterson Limited Partnership.

REQUEST:

Adopt Resolution Number (*next in order*) certifying the Final Environmental Impact Report (SCH 2022010274) and adopting the Mitigation and Monitoring and Reporting Program, the Findings of Fact related to the significant environmental impacts resulting from the project.

Adopt Resolution Number (*next in order*) approving Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review 21-00005 to facilitate the construction of a 764,753 square foot industrial distribution building, based on the findings and the Conditions of Approval; and

Introduce the First Reading of the Ordinance (*next in order*) approving Specific Plan Amendment 21-05267 to remove unimproved segments of California Avenue and Nance Street from the Perris Valley Commerce Center Specific Plan (PVCCSP) Circulation Plan and making the necessary findings in support thereof.

CONTACT:

Kenneth Phung, Director of Development Services

BACKGROUND

On May 17, 2023, the Planning Commission unanimously voted 5-0 to recommend approval to the City Council of the proposed 754,359 square foot industrial warehouse facility, located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue, consisting of the following entitlements: 1) Specific Plan Amendment to remove unimproved segments of California Avenue and Nance Street from the Perris Valley Commerce Center Specific Plan (PVCCSP) Circulation Plan; 2) Tentative Parcel Map to consolidate 38 existing parcels into one (1) 35.63 acre-parcel; and 3) Development Plan Review for the site plan and building elevations. Surrounding uses include cannabis uses to the north, zoned General Industrial (GI); vacant land and two legal, non-conforming residences to the east, zoned GI; industrial uses and a non-conforming residence to the west, zoned Light Industrial; and an industrial warehouse to the south zoned Light Industrial.

On August 29, 2023, the City Council was scheduled to consider this project, but instead was continued to the September 12, 2023, meeting at the applicant's request to allow additional time to address the following three letters submitted the day of the public hearing consisting of the following: 1) Letter from Adams Broadwell Joseph & Cardozo on behalf of Californians for a Responsible Economy (CARE CA), 2) Letter from Golden State Environmental Justice Alliance, and 3) Letter from Christine Saunders on behalf of Lake Creek Industrial, LLC. The applicant prepared written responses to comments and are provided in Attachment 14. Additionally, three (3) representatives from CARE CA agreed to the continuance request and spoke in opposition to the project citing that the project Environmental Impact Report (EIR) does not comply with the California Environmental Quality Act for the reasons stated on their comment letter and therefore the project EIR needs to be recirculated. In addition, two (2) members from Iron Workers Union spoke and a representative from the Delegate to the Building Trades Commission spoke in opposition of the project, as the developer has not reached a settlement agreement with their union group. The settlement agreement is a private matter with the Iron Workers Union, not a matter associated with the City. There was a member from LIUNA (Laborers' International Union of North America Labor's Union) who spoke in support of the project, who commented that they have reached a settlement agreement with the developer.

At its meeting of September 12, 2023, the City Council approved further continuance of the project to the September 26 meeting to allow the applicant additional time to finalize the responses to comments. At this meeting, a representative from CARE CA spoke and read into the record that the EIR does not adequately address impacts related to air quality, public health, and construction noise; therefore, the EIR needs to be recirculated.

Community Benefits:

As part of this project, the applicant is proposing the construction of an off-site master planned storm drain system north of Harley Knox Boulevard, known as Lateral B, that will resolve flooding along Patterson Avenue and open the door for the development of vacant properties in the area. The City estimates the construction costs will total approximately \$3,000,000 and include grading, trenching, infrastructure installation, related fees, and project management. In

addition, the applicant has indicated they have partnered with Val Verde School District to provide a donation of \$400,000 for school facilities projects at issuance of building permit.

PLANNING COMMISSION MEETING:

Public Comments:

At the May 17, 2023, Planning Commission meeting, members of the Laborers' International Union of North America (LIUNA) were present, and two (2) members spoke in support of the project, mentioning that this project will provide new job opportunities in the City of Perris.

Member of the Union Iron Workers Local 433 were also present, and six (6) spoke in opposition to the project, indicating the applicant is not presently planning to hire iron worker talents within the Riverside County area. Additionally, three (3) representatives from the Californians Allied for a Responsible Economy (CARE, CA) were present and spoke in opposition of the project citing environmental concerns. They indicated that noise and vibration impact, as well as air quality have not been adequately addressed in the Draft EIR.

The project environmental consultant, Cheryl DeGano of Albert Webb Associates, informed the Planning Commission the analysis of noise and vibrations in the EIR is in concert with industry Best Management Practice (BMP). The analysis used the same methodology used in the Perris Valley Commerce Center Specific Plan (PVCCSP) EIR and standards required by the Federal Transit Authority (FTA).

Discussion:

At the May 17, 2023, meeting, the Planning Commission expressed the need to have a landscape buffer adjacent to the street, provide above the minimum landscape coverage requirement, include pedestrian safety connection between the auto parking and truck travel lanes on-site, and provide one additional indoor amenity for employees working due to the size of the industrial building. Therefore, the Commission recommended that the applicant work with staff on providing a curb adjacent landscape parkway along Patterson Avenue for pedestrian safety, reducing the number of parking spaces to increase the landscaping coverage, increasing the tree size from 24-inch box to 36-inch box for 30 percent of the trees, and adding a second indoor amenity to the project. The applicant agreed to implement the Planning Commission recommendations. After listening to public comments and the applicant's commitment, the Planning Commission unanimously recommended approval of the project.

Since the Planning Commission meeting, the applicant has worked with staff in addressing the Planning Commission's recommendations and has revised the plans to include the following:

1. A 3-foot-wide curb adjacent landscape parkway is provided along Patterson Avenue.
2. Thirty percent of trees have been increased in size from 24-inch box trees to 36-inch box trees.
3. Parking spaces for passenger vehicles have been reduced from 333 to 275 spaces to increase the landscaping coverage.

4. A game room has been added as a second indoor amenity.

As a matter of information, plans have also been revised to satisfy Condition of Approval #52, requiring relocation of the 14-foot-high walls along the Patterson Avenue frontage to better screen the truck access drive aisle from Patterson Avenue. Lastly, the applicant has also agreed to comply with conditions of approval requiring signage and a lighted crosswalk at the southern parking lot area and to design the building in compliance with LEED Silver certification requirements.

ENVIRONMENTAL CONSIDERATIONS AND CEQA PROCESS

An Environmental Impact Report (SCH 2022010274) has been completed in compliance with the California Environmental Quality Act (CEQA) Guidelines (Attachment 10). The EIR concludes that all impacts related to aesthetics, air quality, biological resources, cultural resources, energy, geology and soil, greenhouse gas emissions, hazards, noise, transportation, and tribal cultural resources have been reduced to less than significant or have been reduced to below the level of significance with the implementation of mitigation measures.

A Notice of Availability for the Draft Environmental Impact Report (EIR) was sent to property owners within 300 feet of the project site, tribes, agencies, and interested parties. The notice 45-day public comment review period started on November 4, 2022, and ended on December 19, 2022. During the 45-day comment period, the City received four (4) comment letters from the following interested parties (Attachment 10):

- South Coast Air Quality Management District (SCAQMD) – Commented regarding the analysis approach and modeling assumptions used in the air quality analysis. SCAQMD recommended a qualitative study of potential cumulative air quality and health risk impacts and questioned the fleet mix used in CalEEMod. SCAQMD requested clarification regarding the project's operational Health Risk Assessment (HRA) assumptions. Finally, SCAQMD stated that if permits from SCAQMD are required, this should be discussed in the Final EIR, and SCAQMD should be identified as a responsible agency.
- Lake Creek Industrial – Requested an explanation for the change in location of the proposed recycled water line and sewer line described in the Notice of Preparation (NOP) compared to how it was explained in the Draft EIR. This commenter also requested details for the recycled water line proposed by the project.
- Blum Collins & Ho, LLP on behalf of Golden State Environmental Justice Alliance (GSEJA) – Commenter alleges the Draft EIR does not comply with the requirements of CEQA and requests the Draft EIR be revised and recirculated. This commenter addresses multiple topics evaluated in the Draft EIR but primarily focuses on air quality concerns, airport land use compatibility, general plan policy consistency, transportation, cumulative impact analysis, and alternatives.
- Adams Broadwell Joseph & Cardoz PC, Attorneys at Law on behalf of Californians Allied for a Responsible Economy (CARE, CA) – Commenter alleges the Draft EIR does not comply with the requirements of CEQA and requests the Draft EIR be revised and

recirculated. The commenter addresses several topics in the Draft EIR but primarily focuses on the information presented in the project description and environmental setting, air quality concerns, biological resources, noise impacts, and the findings necessary for land use entitlements. The commenter asserts the project description is not accurate or complete and does not identify the reasonably foreseeable uses of the Project site.

Responses to Comments were prepared and included in the Final EIR. None of the comments raised additional environmental concerns that have not been addressed in the EIR, 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 (Attachment 10). In accordance with the Public Resources Code Section 21092.5, the City has provided a written response to the commenting public agency ten days before the proposed EIR certification date.

After the DEIR was available for public comment review and subsequent to the Planning Commission hearing on May 17, 2023, and City Council meetings on August 29, 2023 and September 12, 2023, staff received additional comment letters from Blum Collins and Ho. LLP, on behalf of Golden State Environmental Justice Alliance (GSEJA), Adam Broadwell Joseph & Cardoz PC, Attorneys at Law, on behalf of Californians Allied for a Responsible Economy (CARE, CA), and Christine Saunders on behalf of Lake Creek Industrial (LCI). The comment letters from GSEJA repeated comments from their previous letters and did not include additional concerns that have not already been addressed in the previous letters. The comment letters from CARE, CA also repeated comments from their previous letters, except for comments related to the project noise analysis, which have been adequately addressed in the EIR. The comment letter from LCI raised concerns with the knuckle proposed at the Nance Street and Nevada Avenue intersection, which the City Engineer has confirmed can be redesigned in an L-shaped configuration without impacting the future Lake Creek Industrial project. As such, Lake Creek representative expressed satisfaction with the staff's design solution.

In summary, the applicant's consultant prepared responses to the comments received regarding this project and concluded that none of the comments included on the letters raise additional environmental concerns that have not already been analyzed in the EIR.

RECOMMENDATION:

The Planning Commission recommends to the City Council the following: 1) Adoption of Resolution (*next in order*) certifying the Environmental Impact Report, and adopting Mitigation and Reporting Program, and the Findings of Fact; 2) Adoption of Resolution Number (*next in order*) approving Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review (DPR 21-00005; and 3) Introduction of the First Reading of Ordinance Number (*next in order*) approving Specific Plan Amendment (SPA) 21-05267 to facilitate the construction of a 764,753 square foot industrial warehouse distribution building, based on the findings and the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: All costs associated with the project are borne by the applicant.

Prepared by: Douglas Fenn, Contract Planner

Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____
Attachments:

1. Resolution (*next in order*) Certifying the Environmental Impact Report, and the Mitigation Monitoring and Reporting Program
2. Resolution (*next in order*) Approving the Project and Conditions of Approval (Planning, Engineering, Fire, Public Works, Community Services, and Building & Safety)
3. Ordinance Number (*next in order*) Adopting Specific Plan Amendment 21-05267
4. Location Serial Map
5. PVCC-SF and Use Map
6. MARB/IPA LUCP Map
7. Proposed Modification to PVCCSP Circulation Plan -Removal of Segments of California Avenue and Nance Street
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-333#docan12061313479>
8. Tentative Parcel Map
9. Project Plans (Site Plan, Floor Plans, Renderings, Building Elevations, and Conceptual Landscape Plan)
10. City Council Report Without Exhibits – August 29, 2023
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-333#docan12061313479>
11. City Council Continuance Report –September 12, 2023
12. Planning Commission Report Without Exhibits – May 17, 2023
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-333#docan12061313479>
13. Final Environmental Impact Report, Response to Comments, Mitigation Monitoring and Reporting Program, 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-333#docan12061313479>

14. ~~Comment Letters and Responses to Comments~~ ~~State~~
Due to the size of the files, the documents are available online at:
<https://www.cityofchicago.org/departments/development-services/planning/environmental/documents-for-public-review/-folder-333#docan12061206479>

Consent:
Public Hearing:
Business Plan:
Presentation:
Other:

ATTACHMENT 13

City Council Continuance Report –
October 10, 2023



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: October 10, 2023

SUBJECT: Specific Plan Amendment (SPA) 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review (DPR) 21-00005, *Continued from the August 29, 2023 September 12, 2023 and September 26, 2023 meeting(s)*. – A proposal to consider the following entitlements to facilitate the construction of a 764,753 square-foot industrial building on 35.63-acres located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue within the General Industrial and Light Industrial zones of Perris Valley Commerce Center Specific Plan (PVCCSP): 1) Specific Plan Amendment to remove unimproved segments of California Avenue and Nance Street from the Circulation Plan; 2) Tentative Parcel Map to consolidate 38 existing parcels into one (1) 35.63 acre-parcel; and 3) Development Plan Review for the site plan and building elevations. Applicant: Nicole Torsvet, Patterson Limited Partnership.

REQUESTED ACTION: Continuance of this item to the City Council meeting on November 28, 2023.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

Staff recommends that this item be continued to the November 28, 2023 scheduled City Council meeting, to allow the applicant additional time to adequately address the issues raised on the September 26, 2023 City Council meeting.

BUDGET (or FISCAL) IMPACT: All costs associated with the project are borne by the applicant.

Prepared by: Mathew Evans, Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Deputy City Manager _____

Attachment:

1. Letter from Applicant -- Dated September 28, 2023

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

From: Torstvet, Nicole <ntorstvet@prologis.com>
Sent: Monday, October 9, 2023 8:29 AM
To: Kenneth Phung <Kphung@cityofperris.org>
Cc: Patricia Brenes <pbrenes@CityofPerris.org>; Mathew Evans <mevans@cityofperris.org>; Lou Monville <lou@raincrosscorp.com>; Cochrun, Christian <ccochrun@prologis.com>; Phillips, Collin <cphillips@prologis.com>
Subject: RE: Patterson and Nance CC meeting 10/10

Good morning Kenneth,

Prologis is requesting a continuance to November 28th to resolve concerns by CareCA.

Thank you,

Nicole Torstvet | Director, Development

3546 Concours St., Suite 100 | Ontario | California | 91764 | United States of America
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ATTACHMENT 14

Planning Commission Report Without Exhibits –
May 17, 2023

Due to the size of the documents, only a hard copy of the staff report is included. The entire staff report packet is available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-333#docan1206_1313_479



CITY OF PERRIS

PLANNING COMMISSION AGENDA SUBMITTAL

MEETING DATE: May 17, 2023

SUBJECT: Specific Plan Amendment (SPA) 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), Development Plan Review (DPR) 21-00005 – A proposal to consider the following entitlements to facilitate the construction of a 764,753 square-foot industrial warehouse facility: 1) Specific Plan Amendment to vacate unimproved California Avenue and Nance Street from the Circulation Plan in the Perris Valley Commerce Center Specific Plan (PVCCSP); 2) Tentative Parcel Map to consolidate 38 existing parcels into one (1) 35.63 acre-parcel; 3) Development Plan Review for the site plan and building elevations. The 35.63-acre project site is located south of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue, in the GI - General Industrial and LI - Light Industrial Zones. (APNs: 314-153-015 through -040, 314-153-042, 314-153-044, -046, -048, 314-160,005 through -012, and 314-160-033. Applicant: Nicole Torsvet, Patterson Limited Partnership.

REQUEST: Adopt Resolution 23-11 recommending that the City Council certify the Final Environmental Impact Report (SCH 2022010274), adopt the Mitigation and Monitoring and Reporting Program, and approve Specific Plan Amendment 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), Development Plan Review 21-00005 to facilitate the construction of a 764,753 square foot industrial distribution building, based on the findings and the Conditions of Approval.

CONTACT: Kenneth Phung, Director of Development Services Department

BACKGROUND

The project site comprises 38 parcels, totaling 35.63 acres. The terrain consists of exposed soil with moderate to dense non-native grass and weeds. Approximately 26.31 acres of the site are zoned GI - General Industrial, and the remaining 9.32 acres are zoned LI - Light Industrial. The northwest corner of the site has historically been used for the storage of trucks and trailers. During a site visit, staff noted that six trailers were stored on site. Surrounding uses include commercial uses to the north; vacant land and two legal, non-conforming residences to the east; industrial uses and a non-conforming residence to the west; and an industrial warehouse to the south.

As a matter of information, on April 20, 2021, the Planning Commission conducted a public Scoping meeting to review and discuss the preparation of an Environmental Impact Report (EIR) for the development of the site with a 764,753 square-foot industrial warehouse facility. Some of the topics discussed by the Planning Commissioners include requesting a detailed traffic analysis, solar panels installation (i.e., will require ALUC approval), electronic vehicle (EV) charging stations (i.e., developer will provide EV charging stations), and circulation (i.e., the site circulation will separate truck and auto access). Also, a representative of Care California inquired about issues such as greenhouse gas emissions (GHG), noise, and hazardous materials. Three Center for Community Action and Environmental Justice (CCA EJ) members expressed concerns regarding GHG, circulation, the need for EV stations, and designated truck routes. Comments expressed at the Scoping Meeting have been addressed in the Project specific EIR.

PROJECT DESCRIPTION

The applicant is requesting approval of the following development applications to facilitate the development of the subject site with a 754,359-square-foot non-refrigerated warehouse distribution facility: 1) Specific Plan Amendment to vacate unimproved California Avenue and Nance Street from the Circulation Plan of the Perris Valley Commerce Center Specific Plan (PVCCSP); 2) Tentative Parcel Map (TPM-38292) to consolidate 38 existing parcels into one (1) 35.63 acre-parcel; and 3) Development Plan Review for the site design and building elevations of the proposed project.

The proposed warehouse distribution facility consists of a 754,359 square feet warehouse area and 10,394 square feet of office space, which includes a 5,269-square foot ground floor office, and a 5,125-square foot mezzanine office. A total of 113 loading dock doors are proposed, with 49 dock doors on the west side of the building and 64 dock doors on the east side. A 14-foot-high decorative masonry screen wall is proposed around the perimeter of the loading area. The project will be served by 333 parking spaces located on the north and southwest area of the site. A total of 17 parking spaces will be Electric Vehicle (EV) spaces, and 124 will be EV-ready spaces. The project also provides 137 trailer parking spaces on the project site.

Access to passenger vehicles is provided via two 30-foot wide driveways on Patterson Avenue. In addition, there are two additional 50 and 58-foot wide driveways on Patterson Avenue that will provide separate truck access and circulation around the cross-dock building. Access for emergency vehicles is provided via a driveway off Nevada Avenue. There is no co-mingling of passenger vehicles and trucks on-site. Trucks are anticipated to access the I-215 Freeway by exiting the project site via Patterson Avenue to Harley Knox Boulevard, consistent with the City's adopted truck route.

PROJECT ANALYSIS

The following table summarizes the project's consistency with the General Plan, Perris Valley Commerce Center Specific Plan, Title 19 - Zoning Code, Title 18 - Subdivision Code, and March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

	Consistent	Inconsistent
<p>Consistency with the General Plan</p> <p>The project is in Planning Area 1 (North Commercial/Industrial) of the General Plan, which allows industrial and commercial opportunities due to the area's proximity to the I-215 freeway and the proximity to March Global Port. As proposed, the project will be consistent with the General Plan and will further the following General Plan Circulation Element goals:</p> <ul style="list-style-type: none"> ○ Goal II – A well-planned, designed, constructed, and maintained street and highway system that facilitates the movement of vehicles and provides safe and convenient access to surrounding developments. ○ Goal V - Efficient goods movement. <ul style="list-style-type: none"> - V.A.8: Require streets abutting properties in General Industrial (GI) and Light Industrial (LI) Zones to conform to standard specifications for industrial collector streets to accommodate the movement of heavy trucks. - V.A.8: Provide adequate off-street loading areas for all manufacturing land uses. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Consistency with the Perris Valley Commerce Center Specific Plan (PVCCSP) and Title 19 - Zoning Code</p> <p>The project site is in the GI – General Industrial and LI – Light Industrial Zones of the PVCCSP, which are intended for industrial warehouse distribution buildings. The proposed industrial warehouse facility is permitted in the GI and LI Zones and is consistent with the development standards of the underlying zones. Therefore, the project is consistent with the PVCCSP and Zoning Code (Exhibit C).</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Consistency with Title 18 – Subdivisions Code</p> <p>The Tentative Parcel Map will consolidate 38 parcels into one (1) 35.63 acre parcel and vacate unimproved California Avenue and Nance Street to facilitate the construction of the proposed 764,753-square-foot warehouse building. The consolidated parcel and vacation of the paper/unimproved streets comply with Title 18 – Subdivisions Code (Exhibit F).</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Consistent	Inconsistent
<p>Consistency with the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB/IPA ALUCP)</p> <p>The Project site is located within Zone B2 (Primary Approach/Departure Zone) of the MARB/IPA ALUCP. The B2 Zone is considered to have a moderate to high noise impact (Exhibit D) and does not permit any residential development, and any commercial development. It is limited to no more than 100 people per acre based upon the building's square footage. Additionally, On August 23, 2022, the ALUC considered this project and determined to be conditionally consistent with the MARB/IPA ALUCP.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS

The tables below summarize compliance with the PVCCSP Development Standards for the General Industrial (GI) and Light Industrial (LI) Zones and Chapter 19.69 – Zoning Code Parking Development Standards.

Perris Valley Commerce Center Specific Plan					
General and Light Industrial Zones - Development Standards					
Standard		Proposed	Consistent	Inconsistent	
Lot Coverage	50 percent maximum	48 percent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FAR (Floor Area Ratio)	0.75	0.49	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Minimum Lot Size	15,000 square feet (0.34 acres)	35.63 acres	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Minimum Lot Width	75 feet	779 feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Minimum Lot Depth	100 feet	1,284 feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Building Height	50 feet	47 feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Setbacks	Front Yard: West – Patterson Ave	10 feet	181 feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Rear Yard: East – Nevada Ave.	None	252.5 feet		
	Interior Side Yards: North South	None	165 feet 61.5 feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landscape Coverage	10 percent – GI Zone	12 percent			
	12 percent – LI Zone	12 percent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Zoning Code – Chapter 19-69 - Parking and Loading Standards					
Parking Standards					
Use	Standard	Required	Proposed	Consistent	Inconsistent
Industrial Building	Warehouse: 764,753 s.f. 20,000 s.f. (1space/1000 s.f.)	20 spaces	333 spaces	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	20,000 – 40,000 s.f. (1 space /2000 s.f.)	10 spaces			
	Over 40,000 s.f. (1 space/5000 s.f.)	145 spaces			
Total Parking		175 spaces	333 spaces	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Total Surplus Parking			158 spaces	<input checked="" type="checkbox"/>	<input type="checkbox"/>

COMPLIANCE WITH OTHER APPLICABLE REQUIREMENTS

- **Building Elevations**

The proposed building elevations reflect a contemporary industry-standard architectural style for concrete tilt-up industrial buildings. The design combines varying rooflines, cornice treatment, vertical and horizontal windows, and the façade treatment of textured formliners to create a contrasting design. The proposed design complies with the Perris Valley Commerce Center Specific Plan design standards. The entry areas include textured formliners in dark grey (Ellie Gray), which helps to provide a sense of depth on an expansive linear and utilitarian building plane. The proposed color palette combines two different shades of gray (Ice Cube and Lazy Gray), white (Pure White), and a darker trim (Iron Ore) as an accent color to create contrast and complement the entire building. The combination of various colors, recessed entryways for the office, variable roof height, cornice treatments, and windows provides visual interest to the building. Rooftop equipment will be screened and not visible from adjacent streets (Exhibit G).

- **Employee Amenity and Recreation area**

Buildings over 100,000 square feet must have at least one (1) indoor employee amenity and two (2) outdoor employee amenities. The proposed project includes two outdoor amenity areas: a landscaped concrete lunch patio and a seating area covered with a trellis structure located on the northwest and southwest sides of the site for employee convenience and privacy. An indoor amenity area that can be used for either basketball, ping pong, or other related indoor activity is proposed on the northwest area of the building. As proposed, the project amenities comply with the requirements of the Code (Exhibit G).

- **Landscaping**

The proposed conceptual landscape plan conforms to the Landscaping Ordinance's requirements. The project consists of 185,221 square feet or 12 percent of landscape

coverage. The minimum coverage for the General Industrial Zone is 10 percent, and 12 percent for the Light Industrial Zone.

The site has a rich palette of ground cover, shrubs, trees, and accent trees at the entry points throughout the project site. Plans show a harmonious blend of plant materials along the entire street frontage of Patterson and Nevada Avenues. In order to screen the access drive aisle along Patterson Avenue, staff is recommending relocating the 14-foot-high screen wall 20 feet from the property line and berming the landscape planter in front of it to soften the screen wall from the street. As part of this project, a 40-foot wide landscape planter with a 2:1 slope is proposed along the Nevada Avenue frontage in front of the 14-foot-high screen wall to also soften the view of the wall. (Exhibit G).

Plans show limited landscaping along the north side of the site. The Zoning Code requires a tree for every six (6) parking spaces. Therefore, staff recommends a condition of approval requiring evergreen trees be planted throughout the parking lot on the northerly side for compliance with the Code.

- **Fencing/Walls**

Two 14-foot-high walls with pilasters are proposed along the east and west sides of the Project site to screen views of the loading docks and truck parking areas along the Patterson and Nevada Avenues frontages. The drive aisle extending parallel to Patterson Avenue for truck access to the loading area is readily visible from the street. As such, staff is recommending a condition of approval requiring the screen wall to be relocated 20 feet from the front property line parallel to Patterson Avenue. The applicant has agreed to the condition of approval. With the relocation of the screen wall, the truck drive aisle and loading docks, and truck parking area will be screened from Patterson Avenue and in conformance with the design standards of the PVCCSP. Additionally, staff is also recommending a condition of approval requiring the gates to have a perforated metal mesh to help obscure visibility into the loading areas.

A 3-foot-high retaining wall with an 8-foot-high tubular steel fence is proposed along the north property line for separation purposes and will be constructed adjacent to the existing chain link fence and block wall. Staff is also recommending a condition of approval to extend the proposed 8-foot-high tubular steel fence on the north property line to 10 feet from the front property line along Patterson Avenue.

ENVIRONMENTAL CONSIDERATIONS AND CEQA PROCESS

An Environmental Impact Report (SCH 2022010274) has been completed in compliance with the California Environmental Quality Act (CEQA) Guidelines (Exhibit (H)). The EIR concludes that all impacts related to aesthetics, air quality, biological resources, cultural resources, energy, geology and soil, greenhouse gas emissions, hazards, noise, transportation, and tribal cultural resources have been reduced to less than significant or have been reduced to below the level of significance with the implementation of mitigation measures.

A Notice of Availability for the Draft Environmental Impact Report (EIR) was sent to property owners within 300 feet of the Project site, tribes, agencies, and interested parties. The notice 45-day public comment review period started on October 28, 2022, and ended on December 12, 2022. During the 45-day comment period, the City received four (4) comment letters from the following interested parties (Exhibit (H):

- South Coast Air Quality Management District (SCAQMD) – Commented regarding the analysis approach and modeling assumptions used in the air quality analysis. SCAQMD recommended a qualitative analysis of potential cumulative air quality and health risk impacts and questioned the fleet mix used in CalEEMod. SCAQMD requested clarification regarding the project's operational Health Risk Assessment (HRA) assumptions. Finally, SCAQMD stated that if permits from SCAQMD are required, this should be discussed in the Final EIR, and SCAQMD should be identified as a responsible agency.
- Lake Creek Industrial – Requested an explanation for the change in location of the proposed recycled water line and sewer line described in the Notice of Preparation (NOP) compared to how it was explained in the Draft EIR. This commenter also requested details for the recycled water line proposed by the project.
- Blum Collins & Ho, LLP on behalf of Golden State Environmental Justice Alliance (GSEJA) – The commenter alleges the Draft EIR does not comply with the requirements of CEQA and requests the Draft EIR be revised and recirculated. This commenter addresses multiple topics evaluated in the Draft EIR, but primarily focuses on air quality concerns, airport land use compatibility, general plan policy consistency, transportation, cumulative impact analysis, and alternatives.
- Adams Broadwell Joseph & Cardoz PC, Attorneys at Law on behalf of Californians Allied for a Responsible Economy (CARE CA) – This commenter alleges the Draft EIR does not comply with the requirements of CEQA and requests the Draft EIR be revised and recirculated. The commenter addresses several topics in the Draft EIR, but primarily focused on the information presented in the project description and environmental setting, air quality concerns, biological resources, noise impacts, and the findings necessary for land use entitlements. The commenter asserts the project description is not accurate or complete and does not identify the reasonably foreseeable uses of the Project site.

Responses to Comments were prepared and included in the Final EIR. None of the comments raised additional environmental concerns that have not been addressed in the EIR, 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 (Exhibit H). Per the Public Resources Code Section 21092.5, the City has to provide a written response to the commenting public agency at least ten days before the proposed certification date.

PUBLIC HEARING NOTICE:

A Notice of Public Hearing for the Planning Commission meeting was published in the local newspaper and sent to agencies and property owners within 300 feet of the project site. As of the writing and distribution of the staff report, staff has not received any other letters regarding this project.

RECOMMENDATION:

Recommend to the City Council adoption of Resolution 23-11 recommending certification of the Final Environmental Impact Report (SCH 2022010274), adoption of the Mitigation Monitoring and Reporting Program, and approval of the Specific Plan Amendment (SPA) 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), Development Plan Review (DPR) 21-00005, to

facilitate the construction of a 764,753 square foot industrial warehouse distribution building, based on the findings and the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: This project has no fiscal impact since the applicant bears all project costs.

Prepared by: Douglas Fenn, Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

EXHIBITS:

- A. Resolution 23-11 Approving Conditions of Approval (Planning, Engineering, Public Works, Fire, Community Services, and Building & Safety)
 - B. Location Aerial Map
 - C. PVCC-SF and Use Map
 - D. MARB/IPA Aerial CP Map
 - E. Existing and Proposed Modifications to Applicable PVCCSP Figures
 - F. Tentative Parcel Map
 - G. Project Plans (Site Plan, Site Access Site Plan, Floor Plan, Building Elevations, Site Cross Section, Conceptual Landscape/ Fence and Wall Plans, and Colors and Materials Sample Sheet)
 - H. Final Environmental Impact Report (EIR: 2022010274), Mitigation Monitoring and Reporting Program, Associated Technical Studies, and Responses during NOA timeframe.
- 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-533#docan1206_1313_479

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

ATTACHMENT 15

Final Environmental Impact Report, Response to
Comments, Mitigation Monitoring and
Reporting program, Associated Technical
Studies

*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-333#docan1206_1313_479

ATTACHMENT 16

Late Comment Letters and Responses to Comments

*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-333#docan1206_1313_479

ATTACHMENT 17

**Letter in Support from CARE CA on behalf of
Labor Union Dated November 16, 2023**

ADAMS BROADWELL JOSEPH & CARDOZO

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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Of Counsel
MARC D. JOSEPH
DANIEL L. CARDOZO

November 16, 2023

VIA EMAIL

Douglas Fenn, Contract Planner
Patricia Brenes, Planning Manager
Kenneth Phung, Director of Development Services
City of Perris Planning Division
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**Re: Notice of Settlement for the Warehouse at Patterson Avenue and
Nance Street Project (SCH No. 2022010274) with Duke Realty
Patterson LP ("Applicant")**

Dear Mr. Fenn, Ms. Brenes, Mr. Phung:

This firm represents the Californians Allied for a Responsible Economy ("CARE CA") with regard to the above-referenced Warehouse at Patterson Avenue and Nance Street Project ("Project"). On December 19, 2022, May 17, 2023, and August 29, 2023, CARE CA submitted comments to the City stating objections and concerns regarding the Environmental Impact Report ("EIR") prepared for the Project.

CARE CA is pleased to report that it has entered into a legally enforceable settlement agreement with the Applicant. The Applicant agreed to an extensive set of additional measures beyond the measures currently proposed in the EIR to address the potential air quality, public health, and greenhouse gas impacts identified in the CARE CA comments. The measures are set forth below.

A. Valley Fever:

1. Respirators: Until construction of the Project is completed, Applicant shall require that the Project general contractor include the below

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respirator requirements in all subcontracts entered into for construction of the Project:

- a. Provide half-face respirators equipped with a minimum N-95 protection factor for use during worker collocation with surface disturbance activities. Half-face respirators equipped with N-100 or P-100 filters should be used during digging activities. Employees shall be instructed to wear respirators when working near earth moving machinery.
- b. Provide National Institute for Occupational Safety and Health (NIOSH)-approved respirators for workers with a prior history of Valley Fever or upon worker request.

B. Construction Emissions:

1. Until construction of the Project is completed, Applicant shall require that all diesel off-road construction equipment must meet USEPA Tier 4 off-road emissions standards for equipment rated at 50 horsepower or greater wherever and whenever reasonably available. In the event that Tier 4 construction equipment is not available, the Applicant may utilize Tier 3 construction equipment outfitted with Best Available Control Technology ("BACT") devices, including but not limited to a CARB certified Level 3 Diesel Particulate Filters ("DPF").

C. Operational Emissions.

1. Commencing on the Effective Date, Contractual language in tenant lease agreements shall recommend that tenants adopt one or more of the below measures:

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- i. All heavy duty trucks entering the Project site shall be model year 2014 or later to the extent feasible, and in any event all heavy duty trucks entering the Project site shall be no earlier than model year 2010.
- ii. Provide EV capable infrastructure for a minimum of five medium-duty and/or heavy-duty trucks to accommodate future installation of medium-duty and/or heavy-duty EV charging stations.
- iii. Require that all outdoor cargo handling equipment (including yard trucks, yard goats, pallet jacks, and forklifts) shall be zero emission. The Project site shall include the necessary charging stations for electric cargo handling equipment.

With the Applicant's agreement to implement the additional measures above, CARE CA's objections to the Project and the EIR are fully resolved, and we respectfully request that the City adopt the EIR and approve the Project.

Please let me know if you have any questions.

Sincerely,



Kelilah Federman

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