



*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, March 26, 2024**

**6:30 P.M.**

**City Council Chambers**

**(Corner of San Jacinto and Perris Boulevard)**

**101 North "D" Street**

**Perris, California**

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

***ROLL CALL:***

Rabb, Rogers, Nava, Corona, Vargas

- A. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 3 cases:
  - 1. City of Menifee v. City of Perris CVRI2203040
  - 2. Panattoni Development Company, Inc. v. City of Perris CVRI2203028
  - 3. City of Perris v. City of Menifee, et al CVRI2303456
  
- B. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 1 case
  
- C. Conference with Labor Negotiators - Government Code Section 54957.6  
City Negotiator: Clara Miramontes, City Manager  
Employee Organization: Teamsters Local 911

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

2. **ROLL CALL:**

Rabb, Rogers, Nava, Corona, Vargas

3. **INVOCATION:**

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

4. **PLEDGE OF ALLEGIANCE:**

Councilmember Rabb will lead the Pledge of Allegiance.

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

6. **PRESENTATIONS/ANNOUNCEMENTS:**

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

A. Early Childhood Instructor Recognition Presentation.

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 February 27, 2024 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

10. **CONSENT CALENDAR:**

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

- A. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 16-00012-Automobile Reclamation Center to Maintenance District No. 84-1 (Lighting). DPR 16-00012 is located on Harley Knox Boulevard. (APN(s)) 302-020-052; (Owner: Interinsurance Exchange of Automobile Club (AAA))

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 16-00012 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 16-00012 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 16-00012 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MAY 14, 2024

- B. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 16-00012-Automobile Reclamation Center to Landscape Maintenance District No. 1 (LMD 1). DPR 16-00012 is located on Harley Knox Boulevard. (APN(s)) 302-020-052; (Owner: Interinsurance Exchange of Automobile Club (AAA))

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 181 DPR 16-00012 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 16-00012 TO BENEFIT ZONE 181, 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 181, 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 181, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 16-00012 TO BENEFIT ZONE 181, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MAY 14, 2024

- C. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of DPR 16-00012-Automobile Reclamation Center to Flood Control Maintenance District No. 1 (FCMD 1). DPR 16-00012 is located on Harley Knox Boulevard. (APN(s)) 302-020-052; (Owner: Interinsurance Exchange of Automobile Club (AAA))

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 16-00012 TO BENEFIT ZONE 146, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MAY 14, 2024

- D. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of DPR 16-00012-Automobile Reclamation Center to CFD 2001-3 (North Perris Public Safety District)-Annexation No. 63. DPR 16-00012 is

located on Harley Knox Boulevard. (APN(s)) 302-020-052; (Owner: Interinsurance Exchange of Automobile Club (AAA))

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 63]

- E. Consideration to adopt Proposed Resolution Numbers (next in order) Initiating Annual Proceedings for the City's Maintenance Districts (FY 2024/2025).

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 TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2024/2025 IN THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2024/2025 IN THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2024/2025 IN THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

- F. Consideration to approve a Professional Services Agreement with Action Surveys, inc. for land surveying reviews associated to land development and the Subdivision Map Act, and land surveys and dedications associated to capital improvement projects.
- G. Consideration to approve a Joint Use Agreement with Southern California Edison Company associated to Tract No. 36647.

- H. Consideration to approve a Cooperative Agreement with Riverside County Flood Control and Water Conservation District, the County of Riverside and BRPLD, LLC associated to Tract Map Nos. 31659 and 32041-1.
- I. Consideration to approve a Cooperative Agreement with Riverside County Flood Control and Water Conservation District and the County of Riverside Office of Economic Development associated to Metz Road Lateral Storm Drain.
- J. Consideration to approve a Full Road Closure for Eastbound Traffic, from April 1, 2024 to April 12, 2024, on West Elm Parkway associated to Tract No. 37262.
- K. Consideration to approve a Funding Agreement for the City of Perris Paragon Park Fund pursuant to the Mid County Parkway/State Route 60 Truck Lanes Project Settlement Agreement dated June 29, 2018.
- L. Consideration to approve the City of Perris 2023 Annual Progress Report for the General Plan Housing Element.
- M. Consideration to adopt Proposed Resolution Number (next in order) authorizing the submittal of an application for HOME Investment Partnerships Program funding form the California Department of Housing and Community Development for the First-Time Homebuyer Program and Tenant-Based Rental Assistance Program.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIP PROGRAM

- N. Consideration to consent to an Assignment and Assumption of the Sublease Agreement relating to La Gare Café, from Odir Smahi Silva and Abigail Silva, a married couple, DBA La Gare Café, to La Gare Café LLC
- O. Consideration to approve Final Parcel Map 23-05182 (FPM 38292) – Final approval of Tentative Parcel Map No. 38292 to subdivide 49.17 acres into eight (8) lots and approval of a Subdivision Improvement Agreement (SIA) for the Ramona Gateway (Deca) Project, located on the southerly side of Ramona Expressway between Nevada Road and Webster Avenue. Applicant: Josh Leite, Development Manager ECM Management.

- P. Consideration to approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Traffic Analysis Services relating to Ethanac Road and Menifee’s Economic Development Corridor-Northern Gateway Areas.
- Q. Consideration to Consent to the Assignment & Assumption of a portion of Phase II of the South Perris Development Agreements from GM Gabrych Family Limited Partnership, a California limited partnership, to IDIL Perris Fulfillment Center LP, a Delaware limited partnership, for an industrial project located at the southwest corner of Mapes and Goetz Road (MM 22-05265).
- R. Consideration Consent to the Assignment & Assumption of a portion of Phase II of the South Perris Development Agreements from IDIL Perris Fulfillment Center LP, a Delaware limited partnership, to DSV Real Estate Los Angeles, LLC, a Delaware limited liability company, for an industrial project located at the southwest corner of Mapes and Goetz Road (MM 22-05265).
- S. Consideration to Consent to the Assignment & Assumption of a portion of Phase II of the South Perris Development Agreements from IDIL Perris Fulfillment Center LP, a Delaware limited partnership, to Anatolia Perris LLC, a Delaware limited liability company, for the industrial project located at the southwest corner of Mapes and Goetz Road (MM 22-05265).
- T. Consideration to approve a Professional Service Agreement with Flock Safety for a two-year agreement to purchase a camera system in the amount of \$653,538.00.
- U. Consideration to approve the City’s Monthly Check Registers for January and February 2024.

**11. PUBLIC HEARINGS: NO PUBLIC HEARINGS**

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

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

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

- A. Annual Fire Department Update.

Introduced by: Deputy City Manager Ernie Reyna

PUBLIC COMMENT

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

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

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

**15. ADJOURNMENT:**

*In compliance with the Americans with Disabilities Act and Government Code Section 54953(g), the City Council has adopted a reasonable accommodations policy to swiftly resolve accommodation requests. The policy can also be found on the City's website at: <https://www.cityofperris.org/home/showpublisheddocument/15875/638102339679387909>. Please contact the City Clerk's Office at (951) 943-6100 to make an accommodation request, or to obtain an electronic or printed copy of the policy.*

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

City's Website:

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

YouTube:

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

Facebook:

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

For cable subscribers only within Perris:

Spectrum: Channel 3

Frontier: Channel 16



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

9.A.

**MEETING DATE:** March 26, 2024  
**SUBJECT:** Approval of Minutes  
**REQUESTED ACTION:** Approve the Minutes of the Regular Joint City Council meeting held on February 27, 2024.  
**CONTACT:** Nancy Salazar, City Clerk *NS*

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**BACKGROUND/DISCUSSION:** None

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

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

**REVIEWED BY:**

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

**Attachments:** 1. Minutes-February 27, 2024-Regular Joint City Council Meeting

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

# ATTACHMENT 1

Minutes-February 27, 2024 Regular Joint City Council Meeting

## ***CITY OF PERRIS***

### MINUTES:

Date of Meeting: February 27, 2024

06:30 PM

Place of Meeting: City Council Chambers

### CLOSED SESSION

**Mayor Vargas called the Closed Session to order at 5:17 p.m.**

### ROLL CALL

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

**Staff Member's Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Khuu, Deputy City Attorney Lee (as to one case of Potential Litigation), Director of Development Services Phung, Director of Economic Development and Housing Ogawa, City Engineer Pourkazemi**

- A. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 3 cases:
  - 1. City of Menifee v. City of Perris CVRI2203040
  - 2. Panattoni Development Company, Inc. v. City of Perris CVRI2203028
  - 3. City of Perris v. City of Menifee, et al CVRI2303456
- B. Conference with Real Property Negotiators – Government Code Section 54956.8  
Property: APN(s): 313-081-020 City Negotiator: Clara Miramontes, City Manager  
Negotiating Parties: Dr. Maria Jocelyn Tarcelo DBA MedPerx Pharmacy Under  
Negotiation: Price and terms of payment
- C. Conference with Real Property Negotiators – Government Code Section 54956.8  
Property: APN(s): 313-081-020 City Negotiator: Clara Miramontes, City Manager  
Negotiating Parties: Odir Smahi Silva and Abigail Silva DBA La Gare Café Under  
Negotiation: Price and terms of payment
- D. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 5 cases

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

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

**The City Council adjourned to Closed Session at 5:18 p.m.**1. CALL TO ORDER: 6:30 P.M.

**Mayor Vargas called the Regular City Council meeting to order at 6:54 p.m.**

2. ROLL CALL:

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

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

3. INVOCATION:

Pastor Terry Wells

First Baptist Church of Perris

311 E. 5th St. Perris CA 92571

4. PLEDGE OF ALLEGIANCE:

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

5. REPORT ON CLOSED SESSION ITEMS:

**City Attorney Khuu reported that the City Council met in Closed Session to discuss the items listed on the agenda. He noted that regarding items A-C no reportable action was taken. Regarding one item listed under Item D the City Council unanimously authorized the initiation of litigation and that the action, the defendants, and the other particulars, once formally commenced, will be disclosed to any person upon inquiry, unless to do so would jeopardize the City's ability to effectuate service of process on unserved parties, or that to do so would jeopardize the City's ability to conclude existing settlement negotiations to its advantage. There was no reportable action regarding the other 4 cases listed under Item D.**

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 of a Proclamation declaring Riverside County Arts & Cultural Month.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

**The report was given by Youth Advisory Committee Vice-President Kimberly Thai.**

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

**Bill Lamb**

**Yolanda Tovar**

**Jillian Menez**

**Karla Cervantes**

9. APPROVAL OF MINUTES:

- A. Approved the minutes of the Regular Joint Meeting held on February 13, 2024 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 David Starr Rabb, seconded by Malcolm Corona to Approve the minutes of the Regular Joint Meeting held on February 13, 2024 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: Malcolm Corona, David Starr Rabb, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN: Rita Rogers

10. CONSENT CALENDAR:

**Mayor Vargas requested that Items 10.N. and 10.O. be pulled and noted that he would be recusing himself due to the fact that he is currently the President and CEO of the Southern California Railway Museum.**

**The Mayor called for Public Comment. See Items 10.M., 10.N and 10.O. for the people who spoke at Public Comment.**

- A. Adopted Resolution Numbers 6339, 6340 and 6341 regarding annexation of CUP 22-05055-Restaurant to Maintenance District No. 84-1 (Lighting). CUP 22-05055 is located on Old Nuevo Road. (APN(s)) 311-050-032; (Owner: In-N-Out Burgers)

Resolution Number 6339 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY

OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF CUP 22-05055 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6340 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF CUP 22-05055 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6341 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF CUP 22-05055 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 APRIL 30, 2024

- B. Adopted Resolution Numbers 6342, 6343 and 6344 regarding annexation of CUP 22-05055-Restaurant to Landscape Maintenance District No. 1. CUP 22-05055 is located on Old Nuevo Road. (APN(s)) 311-050-032; (Owner: In-N-Out Burgers)

Resolution Number 6342 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 180 CUP 22-05055 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6343 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF CUP 22-05055 TO BENEFIT ZONE 180, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6344 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 180, 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 180, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF CUP 22-05055 TO BENEFIT ZONE 180, 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 APRIL 30, 2024

- C. Adopted Resolution Number 6345 regarding annexation of CUP 22-05055-Restaurant to Flood Control Maintenance District No. 1. CUP 22-05055 is located on Old Nuevo Road. (APN(s)) 311-050-032; (Owner: In-N-Out Burgers)

Resolution Number 6345 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 CUP22-05055 TO BENEFIT ZONE 145, 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 APRIL 30, 2024

- D. Adopted Resolution Number 6346 regarding annexation of CUP 22-05055-Restaurant to CFD 1-S (South Perris Public Services District)-Annexation No. 11. CUP 22-05055 is located on Old Nuevo Road. (APN(s)) 311-050-032; (Owner: In-N-Out Burgers)

Resolution Number 6346 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 11]

- E. Approved a Cooperative Agreement with Riverside County Flood Control and Water Conservation District and Markham Street Partners, LLC associated to Conditional Use Permit No. 20-05100-a Truck Terminal Facility located at 114 Markham Street.
- F. Approved a Cooperative Agreement with Riverside County Flood Control and Water Conservation District and Pulte Home Company, LLC associated to Parcel Map 38375-subsequently subdivided as Tentative Tract Map No. 31157-a 527 Dwelling Unit Residential Subdivision within the Park West Specific Plan.

- G. Approved an Improvement and Credit Reimbursement Agreement for Transportation Uniform Mitigation Fee Program with Pulte Home Company, LLC associated with Tentative Tract Map 31157.
- H. Approved an Improvement and Credit Agreement of Development Impact Fee Program for Transportation Improvements with Pulte Home Company, LLC associated with Tentative Tract Map No. 31157.
- I. Approved an Improvement and Credit Agreement Development Impact Fee Program for Park Improvements with Pulte Home Company, LLC, PW Land Investments, LP and MP Park West Partners, LP for future park development within the Park West Specific Plan.
- J. Awarded a contract to Pyro Spectaculars, Inc. for a City-sponsored 2024 Fireworks Show Event.
- K. Adopted Resolution Number 6347 adopting the City's Annual Statement of Investment Policy for Fiscal Year 2023-2024.

Resolution Number 6347 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2023-2024

- L. Approved an agreement for Purchase and Sale of Real Property for property located near the southeast corner of Perris Boulevard and San Jacinto Avenue. (APNs: 310-021-002, 310-021-003, 310-021-004, 310-021-005, 310-021-006, 310-021-007, 310-021-008).
- M. Approved Extension of Time No. 24-05017 request for Tentative Parcel Map 21-05272 (TPM 38061) to subdivide two parcels into three parcels, totaling 8.69 acres, for the construction of three industrial buildings located on the south side of Harley Knox Boulevard between Perris Boulevard and Indian Street, within the Light Industrial (LI) Zone of the Perris Valley Commerce Center (PVCC) Specific Plan. (Applicant: Chris Kwasizur, Operon Group)

**The following people spoke at Public Comment on this item:  
Jillian Menez**

**Franco Pacheco**

**Karla Cervantes**

**Sandy Varela**

- N. Adopted Resolution Number 6348 approving the acceptance of \$7,000,000 from the 2023/24 California State Budget, Section 19.566 (B)(19), for the Southern California Railway Museum Destination Perris Project.

Resolution Number 6348 is entitled:

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

THE ACCEPTANCE OF \$7,000,000 FROM THE 2023/24 CALIFORNIA STATE BUDGET, SECTION 19.566 (b) (19), FOR THE SOUTHERN CALIFORNIA RAILWAY MUSEUM DESTINATION PERRIS PROJECT

**At this time Mayor Vargas recused himself from Items 10.N. and 10.O. Mayor Pro Tem Rogers conducted the meeting for these two Items. Mayor Vargas left the City Council Chambers at 7:18 p.m.**

**The following person spoke at Public Comment:  
Alex Meza**

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Marisela Nava to Approve Resolution Number 6348, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- O. Consideration to adopt Proposed Resolution Number (next in order) authorizing execution of administering Agency-State Master Agreements to accept \$1,000,000 from the 2023/24 California State Budget, Section 19.569 (B) (7), for the Southern California Railway Museum Destination Perris Project. 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, AUTHORIZING EXECUTION OF ADMINISTERING AGENCY-STATE MASTER AGREEMENTS TO ACCEPT \$1,000,000 FROM THE CALIFORNIA STATE BUDGET, SECTION 19.569 (B) (7), FOR THE SOUTHERN CALIFORNIA RAILWAY MUSEUM DESTINATION PERRIS PROJECT

**The following person spoke at Public Comment:  
Alex Meza**

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by David Starr Rabb to Approve Resolution Number 6349, as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Nava to Approve the Consent Calendar, as presented, with the exception of Items 10.N. and 10.O.

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

NOES:  
 ABSENT:  
 ABSTAIN:

**Mayor Vargas returned to the Council Chambers at 7:32 p.m.**

11. PUBLIC HEARINGS:

- A. Adopted Resolution Number 6350 approving a Substantial Amendment to the 2019-2024 Five-Year Consolidated Plan and FY 2023-2024 Annual Action Plan to reallocate \$104,047.87 of unspent Community Development Block Grant (CDBG) funds from FY 2023-2024 Annual Action Plan to an eligible activity in the FY 2022-2023 Annual Action Plan.

Resolution Number 6350 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING A SUBSTANTIAL AMENDMENT TO THE 2019-2024 FIVE-YEAR CONSOLIDATED PLAN AND FY 2023-2024 ANNUAL ACTION PLAN TO REALLOCATE \$104,047.87 OF UNSPENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM THE FY 2023-2024 ANNUAL ACTION PLAN TO AN ELIGIBLE ACTIVITY IN THE FY 2022-2023 ANNUAL ACTION PLAN

**Principal Management Analyst Dr. Sara Cortes de Pavon gave the presentation on this item.**

**The Mayor opened the Public Hearing at 7:36 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:36 p.m.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve Resolution Number 6350, as presented.

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

NOES:  
 ABSENT:  
 ABSTAIN:

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

- A. Received and filed and provided direction regarding the Ellis Avenue/Evans Road Extension Project and I-215 Interchange Feasibility Study.

**City Engineer John Pourkazemi introduced the item and turned it over to Said Breza, EXP USA for the presentation.**

**Councilmember Rabb left the City Council Chambers at 7:37 p.m. and returned at 7:39 p.m.**

**The following Councilmember's spoke:**

**Corona**

**Vargas**

**Nava**

**Rabb**

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

**Jason Keller**

**Jon Langford**

**Michael Ramirez**

**Ana Gonzalez**

**Joaquin Castillejos**

**Lupe Gomez**

**Franco Pacheco**

**City Attorney Khuu noted that an emailed comment had been received from Brian Caris, regarding this item.**

**The following Councilmember's spoke:**

**Rabb**

**Nava**

**Rogers**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve the selection of the 2B Alignment.

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

NOES:

ABSENT:

ABSTAIN:

- B. Moratorium discussion related to industrial projects rezoning and/or industrial land use development restriction.

**Director of Development Services Kenneth Phung gave the presentation on this item. He also noted that 55 emails had been received regarding this item, as well as a letter from NAIOP, Inland Empire Chapter.**

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

**Jerry Sepulveda**

**Franco Pacheco**

**Karla Cervantes**

**Sandy Varela**

**Alex Meza**

**Ana Gonzalez**

**Joaquin Castillejos**

**Omar Cobian**

**Sal Amezquita**

**Julie Luu**

**Jorge Barreda**

**Kevin Turner**

**Jillian Menez**

**Bill Blankenship**

**Andrew Silva**

**Mike McCarthy**

**Debbie Walsh**

**Gracie Torres**

**Angelica Rueda**

**Julio Flores**

**Mike Sotomayor**

**Jason Geiger**

**Nicholas Rajen**

**Natalie Solares Rajen**

**Marwan Alabbasi**

**Lupe Gomez**

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

**Nava**

**Corona**

**Rabb**

**Nava**

**Corona**

**Vargas**

**Rogers**

**Nava**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Deny moving forward with a moratorium related to industrial projects rezoning and/or industrial land use development restriction.

AYES: David Starr Rabb, Rita Rogers, Michael Vargas

NOES: Malcolm Corona, Marisela Nava

ABSENT:

ABSTAIN:

13. COUNCIL COMMUNICATIONS:

**The following Councilmember's spoke:**

**Rabb**

**Corona**

**Rogers**

**Vargas**

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

**There being no further business Mayor Vargas adjourned the Regular City Council meeting at 10:03 p.m.**

**Respectfully Submitted,**

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





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

**MEETING DATE:** March 26, 2024

**SUBJECT:** Annexation of DPR 16-00012 to Maintenance District No. 84-1 (Lighting)  
Owner(s): Interinsurance Exchange of Automobile Club (AAA)  
APN(s): 302-020-052, located on Harley Knox Blvd.  
Project: DPR 16-00012- Automobile Reclamation Center

**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 16-00012 and setting a public hearing date of May 14, 2024

**CONTACT:** John Pourkazemi, City Engineer

---

**BACKGROUND/DISCUSSION:** DPR 16-00012 is an automobile reclamation center, including paved parking lot for storage of vehicles, processing and service, located on Harley Knox Boulevard (See attached Boundary Map).

The annexation of DPR 16-00012 will allow the City to finance the annual maintenance costs for streetlights that benefit this project.

---

**BUDGET (or FISCAL) IMPACT:** The current maximum annual assessment is \$1,814.98. 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.

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Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager VB  
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 16-00012 to Maintenance District No. 84-1

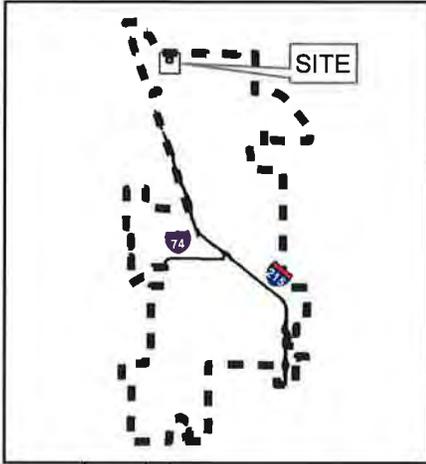
Consent:  x  
Public Hearing: \_\_\_\_\_  
Business Item: \_\_\_\_\_  
Presentation: \_\_\_\_\_  
Other: \_\_\_\_\_

# Attachment No. 1

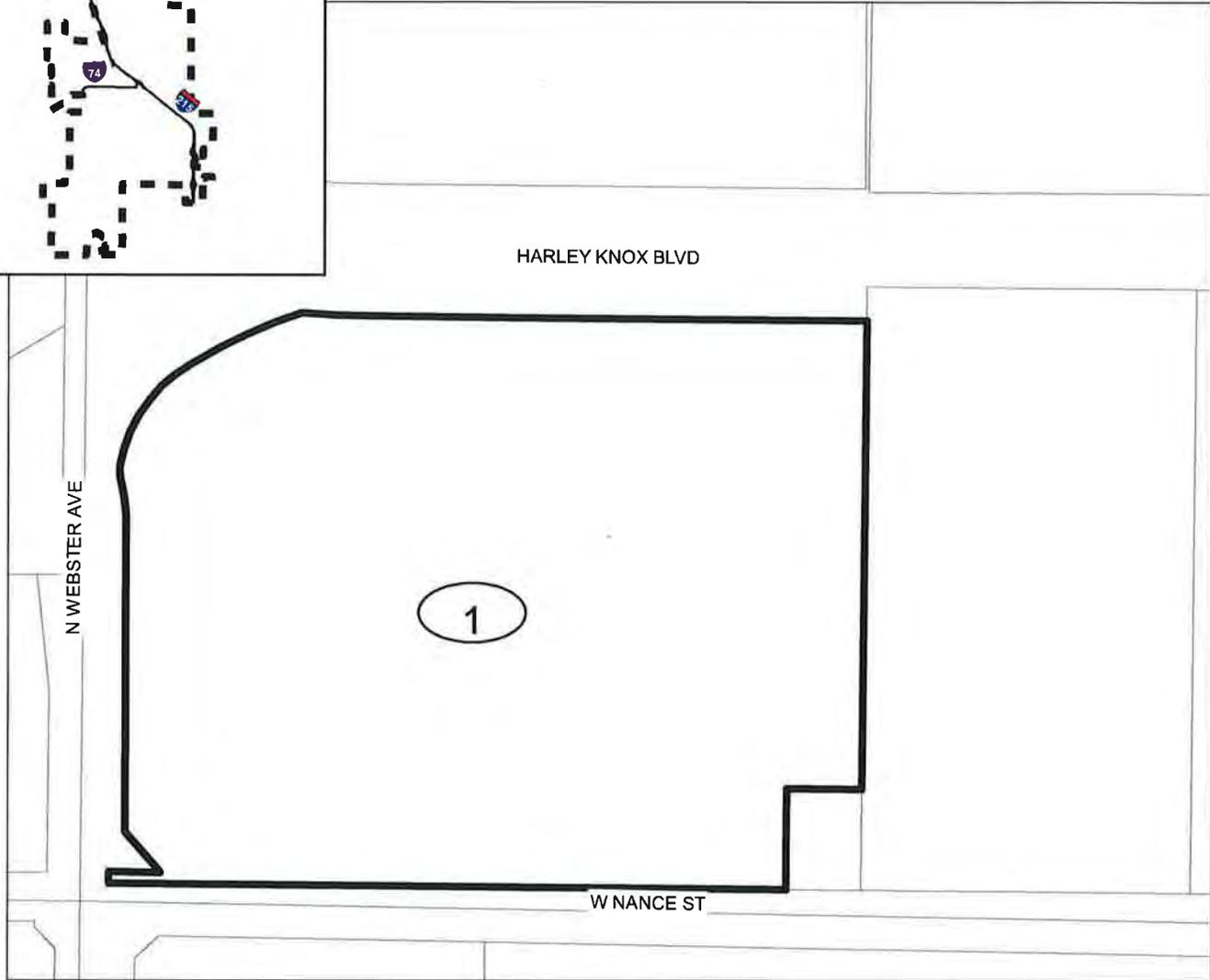
Vicinity Map

# DIAGRAM OF ANNEXATION OF DPR 16-00012 TO MAINTENANCE DISTRICT NO. 84-1

## SITE LOCATION



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-020-052



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

## Attachment No. 2

Resolution to Order Engineer's Report

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF DPR 16-00012 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 16-00012 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 16-00012 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 26th day of March, 2024

---

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 26th day of March, 2024, 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 16-00012  
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 16-00012  
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 26th day of March, 2024.

---

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 14th day of May, 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" were filed in the Office of the City Clerk on the 26th day of March, 2024.

---

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 fourteen (14) streetlights. The streetlights to be installed and maintained are shown on the plans and specifications prepared by Hourian Associates Landscape Architecture + Design, and entitled, "AAA RECLAMATION CENTER EXPANSION PERRIS, CALIFORNIA 92571 OFF-SITE LANDSCAPE IMPROVEMENTS FOR PARKWAYS FOR HARLEY KNOX BLVD., NORTH WEBSTER AVENUE AND NANCE ROAD."

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

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

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

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

<b>Facility</b>	<b>Quantity</b>	<b>Annual Cost</b>	<b>Total Cost</b>
<b>Street Lights</b>			
9,500 Lumen	0	\$57.96	\$0.00
High-Output LED	14	\$89.40	1,251.60
Maintenance and Replacement	14	\$61.20	856.80
<b>Subtotal</b>			
			\$2,108.40
<b>Incidental Costs</b>			
			\$316.79
<b>City Contribution for Street Lights</b>	14	-\$31.44	-\$440.16
<b>Resolution (Approved Rate @\$47.28/EBU)</b>			-\$170.05
<b>Balance to Assessment</b>			
			\$1,814.98

**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:

$$\frac{1.0 \text{ Assessed Acre}}{4.2 \text{ Benefit Units}} \times \frac{\$1,814.98}{9.14 \text{ AC}} = \$47.28 \text{ per Benefit Unit}$$

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 and the Eastern Municipal Water District rate percent increase(s) 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 assessment, by Parcel, is as follows:

<b>Parcel</b>	<b>APN</b>	<b>Lot Acreage</b>	<b>Benefit Units</b>	<b>Estimated Maximum Annual Assessment</b>
1	302-020-052	9.14	38.39	\$ 1,814.98
<b>Total</b>		<b>9.14</b>	<b>38.39</b>	<b>\$ 1,814.98</b>

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

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 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 16-00012. Said boundary is designated as "Diagram of Annexation of DPR 16-00012 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.

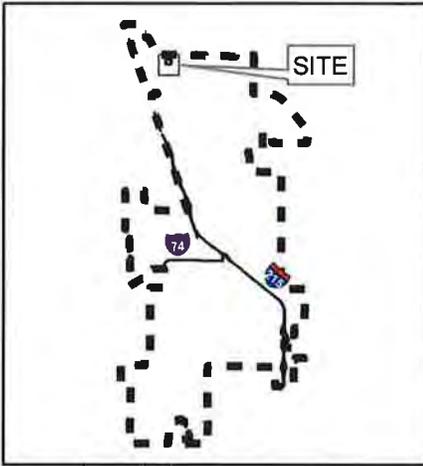
**Assessment Roll  
Annexation of DPR 16-00012  
To Maintenance District No. 84-1  
City of Perris**

<b>Assessment Number</b>	<b>Assessor Parcel Number</b>	<b>FY 2023/2024 Maximum Annual Assessment</b>	<b>FY 2023/2024 Applied Assessment</b>
1	302-020-052	\$ 1,814.98	\$0.00
	<b>Total</b>	<b>\$ 1,814.98</b>	<b>\$0.00</b>

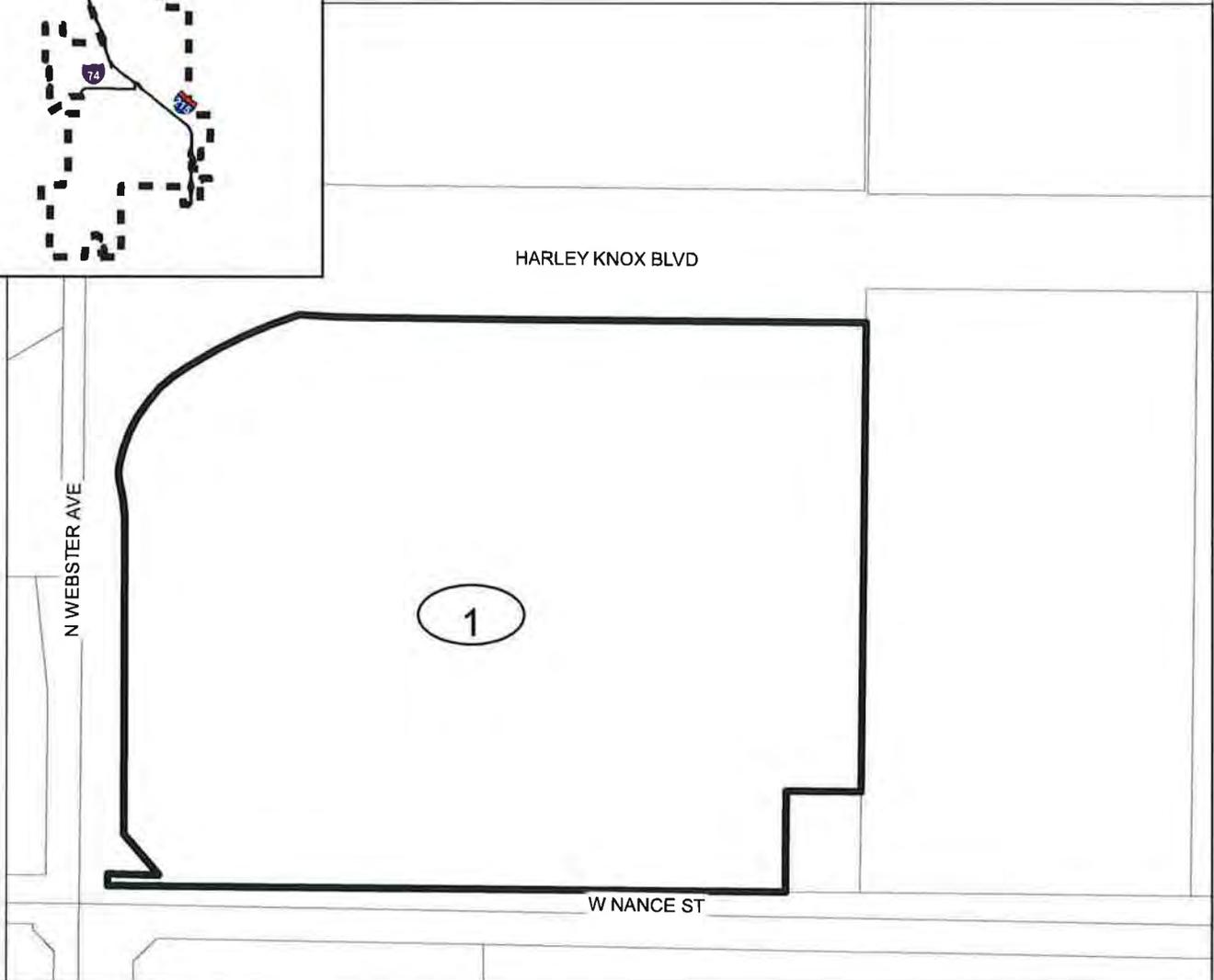
Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If 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 16-00012 TO MAINTENANCE DISTRICT NO. 84-1

## SITE LOCATION



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

1 MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-020-052



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

**CONSENT AND WAIVER TO ANNEXATION**

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

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

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

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

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

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

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

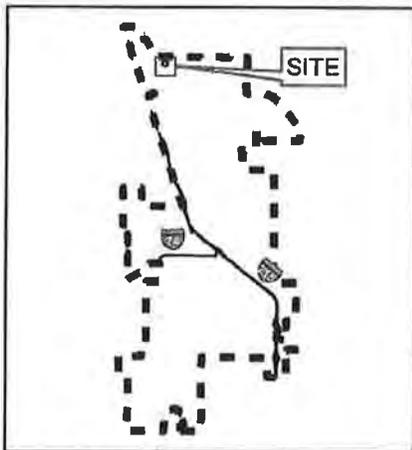
Dated: 12-27-23

Signature    
List Property Owner Name and Mailing Address

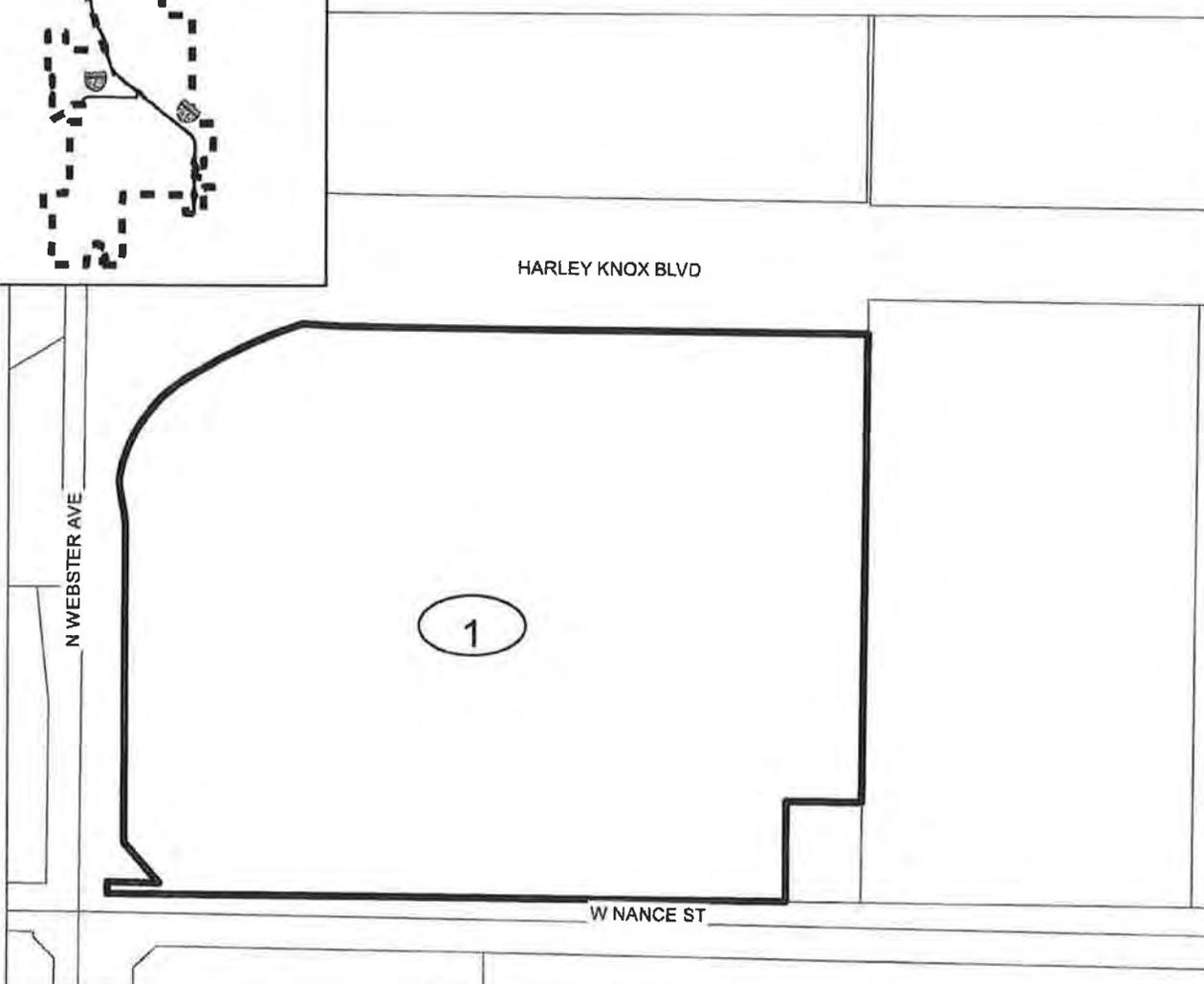


# EXHIBIT A TO CONSENT AND WAIVER ANNEXATION OF DPR 16-00012

## SITE LOCATION



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-020-052



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 16-00012 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 26th day of March, 2024, 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 16-00012; 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 26th day of March, 2024.

---

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 26th day of March, 2024, 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 16-00012 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MAY 14, 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 26th day of March, 2024, 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 16-00012 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 16-00012 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 16-00012, 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 May 14, 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 26th day of March, 2024.

\_\_\_\_\_  
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 26th day of March, 2024, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** Annexation of DPR 16-00012 to Landscape Maintenance District No. 1 (LMD 1)  
 Owner(s): Interinsurance Exchange of Automobile Club (AAA)  
 APN(s): 302-020-052, located on Harley Knox Blvd.  
 Project: DPR 16-00012- Automobile Reclamation Center

**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 16-00012 and setting a public hearing date of May 14, 2024

**CONTACT:** John Pourkazemi, City Engineer

**BACKGROUND/DISCUSSION:** DPR 16-00012 is an automobile reclamation center, including paved parking lot for storage of vehicles, processing and service, located on Harley Knox Boulevard (See attached Boundary Map).

The annexation of DPR 16-00012 as Benefit Zone 181 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 \$23,434.42. 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 16-00012 to Landscape Maintenance District No. 1

Consent:  x

Public Hearing:

Business Item:

Presentation:

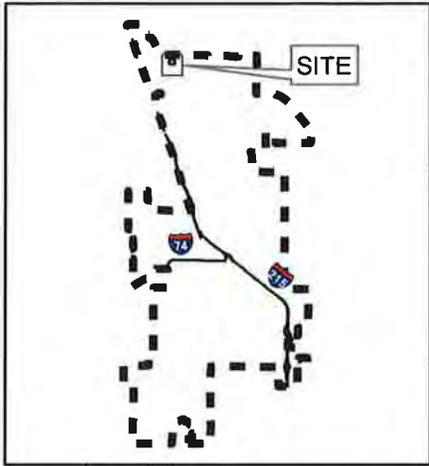
Other:

# Attachment No. 1

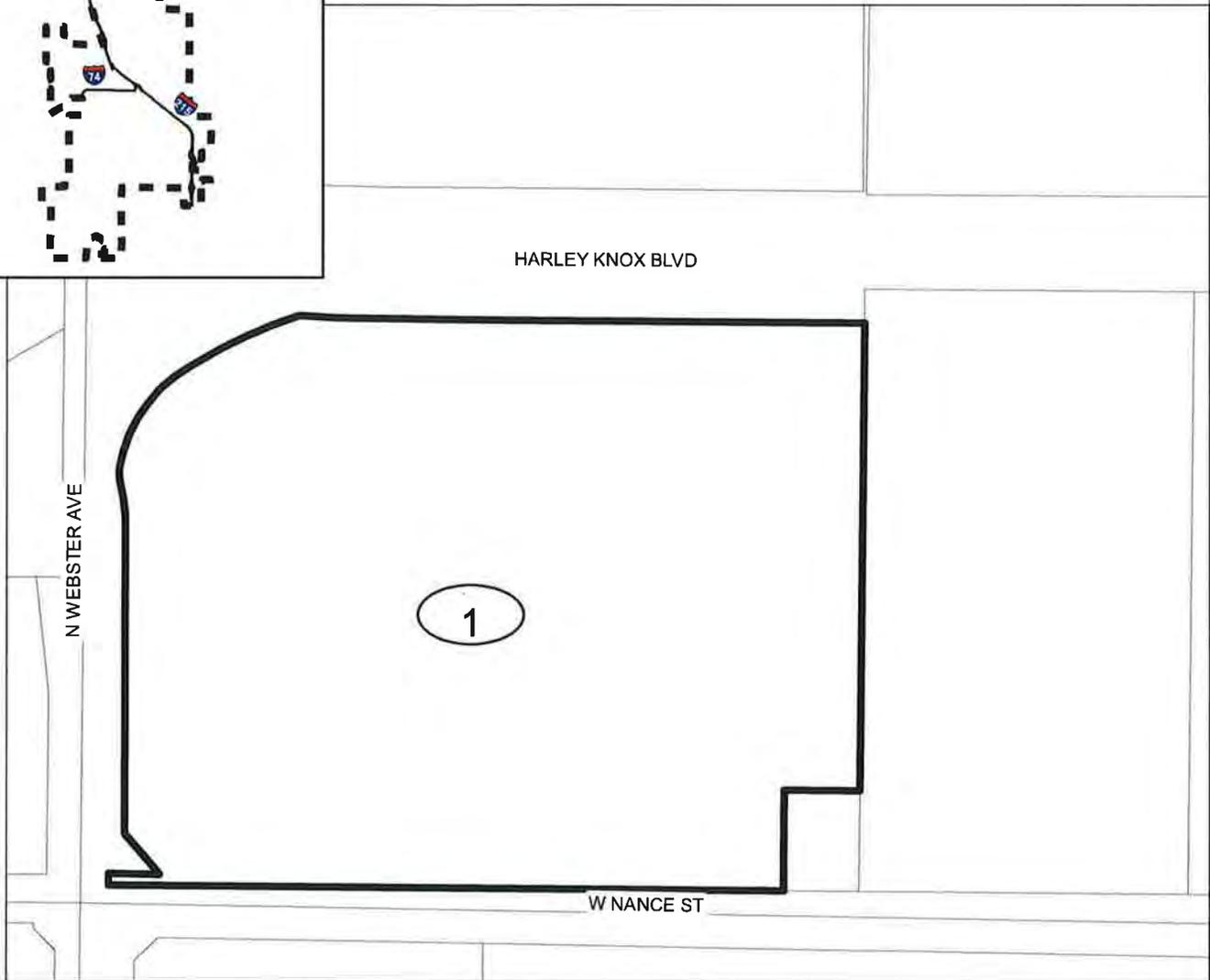
Vicinity Map

# DIAGRAM OF ANNEXATION OF DPR 16-00012 TO BENEFIT ZONE 181 LANDSCAPE MAINTENANCE DISTRICT NO. 1

## SITE LOCATION



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

1 MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-020-052



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 181 DPR 16-00012 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 181 therein (hereinafter referred to as the "Benefit Zone 181"); 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 16-00012 be defined as that area to be annexed to Benefit Zone 181, 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 16-00012, to Benefit Zone 181, 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 26th day of March, 2024.

---

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 26th day of March, 2024, 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 16-00012  
To Benefit Zone 181, 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 16-00012  
To Benefit Zone 181, 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 26th day of March, 2024.

---

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 14th day of May, 2024, by adoption of Resolution \_\_\_\_ of the City Council.

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

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 26th day of March, 2024.

---

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

## Report

**PART 1. Plans and Specifications** for the improvements to be maintained and/or improved for a fiscal year have been or will be designed for acceptance by the City of Perris. In general, there are two categories of improvements to be maintained.

The first category of improvements to be maintained includes the landscaping, irrigation, and appurtenances within the Harley Knox Boulevard, Webster Avenue, and Nance Street parkways along the frontage of DPR 16-00012. The improvements in the first category are to be maintained in perpetuity.

The second category of improvements to be maintained includes the appurtenances within the Webster Avenue median along the frontage of DPR 16-00012. The improvements in the second category are to be maintained in perpetuity.

The third category of improvements to be maintained includes the appurtenances within the Harley Knox Boulevard median along the frontage of DPR 16-00012. The improvements in the third category are to be maintained in perpetuity.

Reference is made to the following documents as prepared by Hourian Associates Landscape Architecture + Design, Inc, that are entitled:

- "AAA Reclamation Center Expansion Perris, California 92571 Off-Site Landscape Improvements For Parkway For Harley Knox Blvd., North Webster Avenue And Nance Road"

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

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

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

The maximum annual assessment is based on the estimated cost of maintaining the plants at maturity. The annual assessment levied will be based on the actual expenses incurred by Benefit Zone 181 (BZ 181).

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

**First Category of Improvements**

	<u>Quantity</u>	<u>Unit*</u>	<u>Unit Cost</u>	<u>Years Occurrence</u>	<u>Annual Cost</u>
<b>Parkways</b>					
Maintenance	15,834	SF	\$0.54	1	\$8,550.36
Plant Replacement (2%)	51	EA	\$15.75	1	803.25
Tree Trimming	76	EA	\$100.00	2	3,800.00
Irrigation Repairs & Replacement Fund	15,834	SF	\$0.06	5	190.01
Irrigation Controller Replacement Fund	1	EA	\$7,500.00	10	750.00
Mulch	147	CY	\$30.00	2	2,205.00
6" Mow Curb	1,541	LF	15.75	20	<u>1,213.78</u>
<b>Subtotal</b>					<b>\$17,512.40</b>
Incidentals					<u>\$3,502.52</u>
<b>Total Parkway Costs</b>					<b>\$21,014.92</b>

**Second Category of Improvements**

	<u>Quantity</u>	<u>Unit*</u>	<u>Unit Cost</u>	<u>Years Occurrence</u>	<u>Annual Cost</u>
<b>Webster Avenue Median</b>					
Cobble Rock	3,216	SF	\$0.55	10	\$176.89
Safety Edge Replacement Fund	445	LF	\$15.75	20	<u>350.68</u>
<b>Subtotal Median Maintenance</b>					<b>\$527.57</b>
Incidentals					<u>\$105.51</u>
<b>Total Webster Avenue Median Maintenance</b>					<b>\$633.08</b>

**Third Category of Improvements**

	<u>Quantity</u>	<u>Unit*</u>	<u>Unit Cost</u>	<u>Years Occurrence</u>	<u>Annual Cost</u>
<b>Harley Knox Median</b>					
<b>Item</b>					
Maintenance	2,452	SF	\$0.54	1	\$1,323.87
Plant Replace	12	EA	\$15.75	1	189.00
Mulch	23	CY	\$30.00	3	230.00
Irrigation Repairs and Replacement Fund	2,452	SF	\$0.06	5	29.42
Irrigation Controller Replacement Fund (Shared)	0.5	EA	\$7,500.00	10	375.00
Cobbled Rock Weed Control	5,848	SF	\$0.55	10	321.65
Safety Edge Replacement Fund	1,316	LF	\$15.75	20	<u>1,036.00</u>
<b>Subtotal Median Maintenance</b>					<b>\$3,504.94</b>
Incidentals					<b>\$700.99</b>
<b>Total Harley Knox Blvd. Median</b>					<b>\$4,205.93</b>
<b>Total Costs</b>					<b><u>\$26,487.02</u></b>

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

The Webster Avenue Median is set to be maintained by BZ 181 and other projects. Therefore, the cost of the median maintenance is shared between the zones such that parcels in BZ 181 will cover 50% of the annual assessment.

The Harley Knox Boulevard Median has a shared benefit with the City of Perris. Therefore, the cost of the median maintenance will be shared by BZ 181 and the City.

The total estimated cost of maintaining all the improvements in BZ 181 is summarized as follows:

<b>Improvement Category</b>	<b>Estimated Annual Cost</b>
Parkways	\$21,014.92
Webster Avenue Median (50% BZ Share)	316.54
Harley Knox Blvd Median (50% BZ Share)	2,102.96
<b>Total Estimated Annual Cost</b>	<b>\$23,434.42</b>

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections is usually distributed by the County of Riverside the following January. A 6-month tax roll reserve, based on the annual cost of all the improvements is \$11,717.21.

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 181, 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 181, as shown on the Diagram, enclosed herein as Part 4.

The area within BZ 181 specifically benefits from the maintenance of improvements described above. DPR 16-00012 is conditioned for the improvements as a requirement for development.

The method of assessment is based on units, with one benefit unit assigned to each acre within Benefit Zone 181, for a total of 9.14 benefit units. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities within Benefit Zone 181 is equal to \$2,563.94 per benefit unit. The Benefit Units assigned and the corresponding current maximum annual assessment, per Parcel within Benefit Zone 181, are listed as follows:

<b>Parcel</b>	<b>Taxable Acreage/ Benefit Units</b>	<b>Maximum Annual Assessment</b>
302-020-052	9.14	\$23,434.42
<b>Total</b>	<b>9.14</b>	<b>\$23,434.42</b>

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 16-00012. Said boundary is designated as "Diagram of Annexation of DPR 16-00012 to Benefit Zone 181, 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.

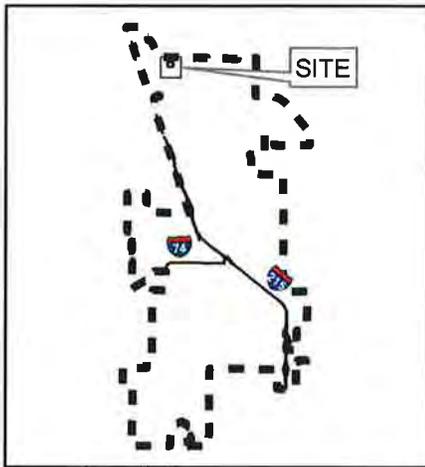
**Assessment Roll  
Annexation of DPR 16-00012  
To Benefit Zone 181,  
Landscape Maintenance District No. 1, City of Perris**

<b><u>Assessment Number</u></b>	<b><u>Description</u></b>	<b><u>Assessor Parcel Numbers</u></b>	<b><u>Estimated Annual Assessment</u></b>	<b><u>Fiscal Year 2023/2024</u></b>
1	DPR 16-00012	302-020-052	\$23,434.42	\$0.00
<b>Total</b>			<b>\$23,434.42</b>	<b>\$0.00</b>

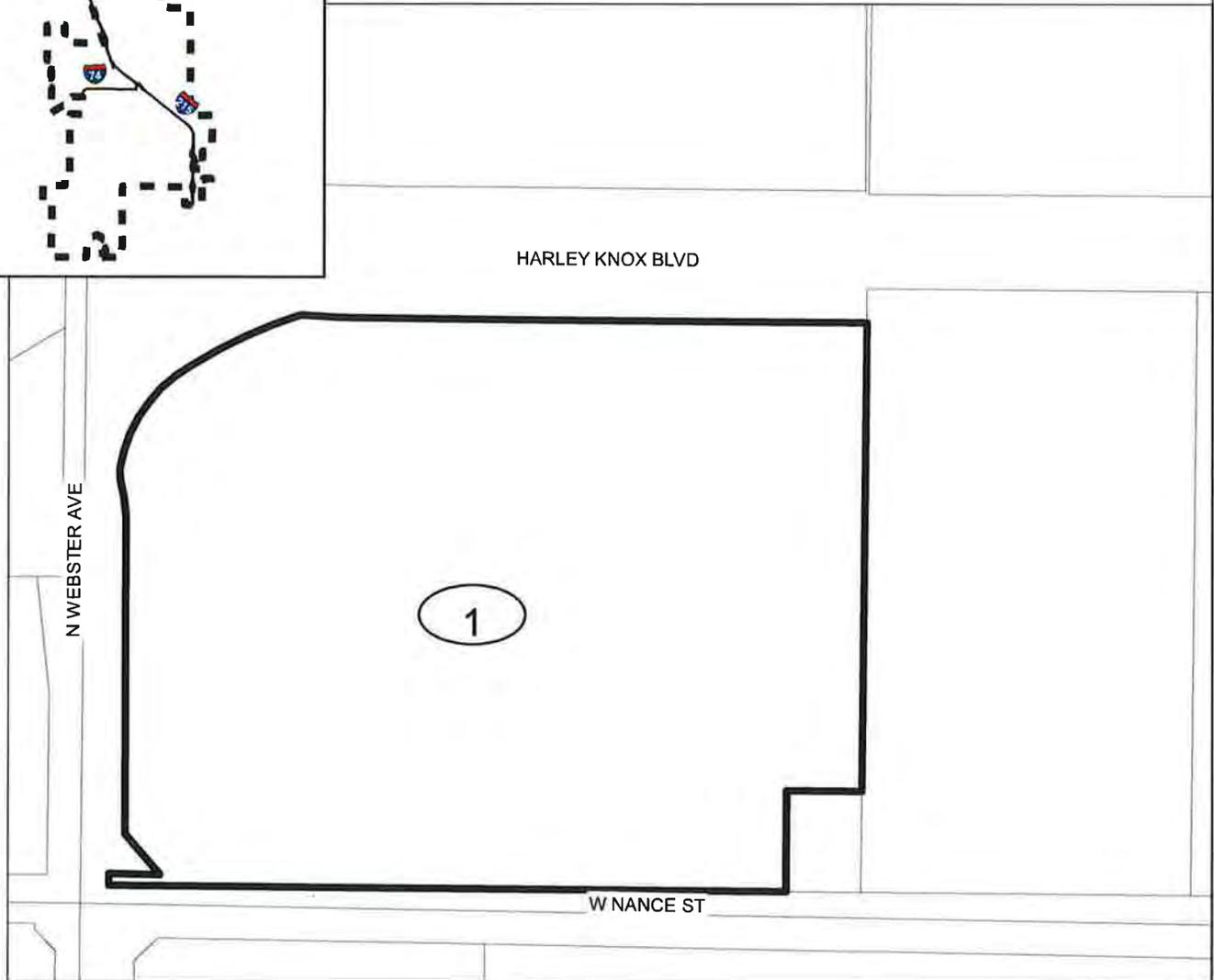
Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If 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 16-00012 TO BENEFIT ZONE 181 LANDSCAPE MAINTENANCE DISTRICT NO. 1

## SITE LOCATION



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-020-052



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

**CONSENT AND WAIVER TO ANNEXATION**

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

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

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

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

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

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

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

Dated: 12-27-23

Signature  

List Property Owner Name and Mailing Address

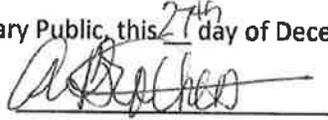
Please have notarized

STATE OF MISSOURI )  
 )  
COUNTY OF ST. LOUIS )

**ACKNOWLEDGMENT**

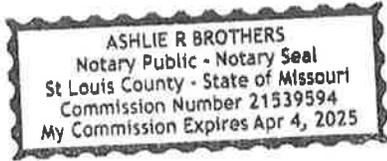
On this \_\_\_ day of December in the year of 2023, before me, Ashlie Brothers, a Notary Public in and for said state, personally appeared Ray Posey, known to me to be the person executed the Consent and Waiver to Annexation, and acknowledged to me that he executed the same for the purposes therein stated.

SUBSCRIBED AND SWORN to before me, a Notary Public, this <sup>27<sup>th</sup></sup> day of December, 2023.



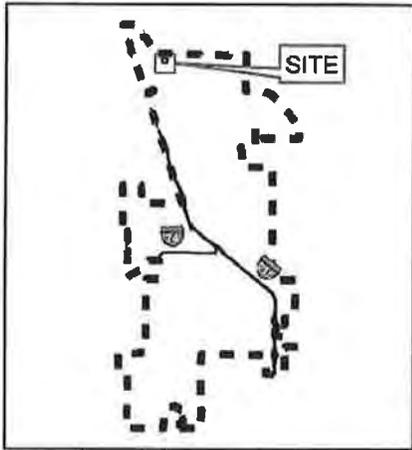
Notary Public

(Seal)

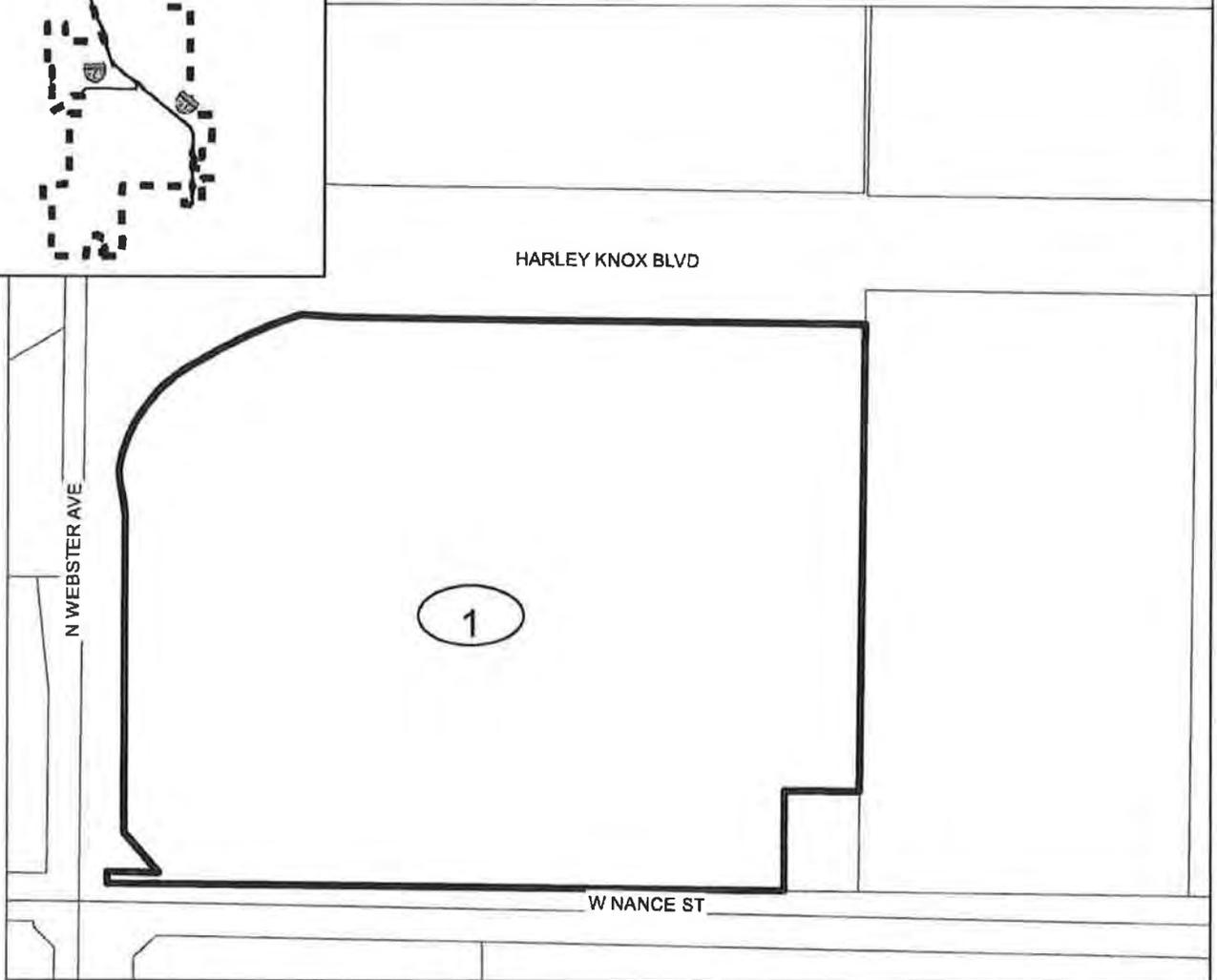


# EXHIBIT A TO CONSENT AND WAIVER ANNEXATION OF DPR 16-00012

## SITE LOCATION



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-020-052



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 16-00012 TO BENEFIT ZONE 181, 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 181 therein (hereinafter referred to as the "Benefit Zone 181"); and

**WHEREAS**, on the March 26, 2024, 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 16-00012 to Benefit Zone 181; 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 26th day of March, 2024.

---

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 26th day of March, 2024, 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 181, 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 181, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 16-00012 TO BENEFIT ZONE 181, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MAY 14, 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 181 therein (hereinafter referred to as the "Benefit Zone 181"); 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 March 26, 2024, 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 181 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 16-00012 to Benefit Zone 181 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 16-00012. 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 16-00012 to Benefit Zone 181, 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 16-00012 to Benefit Zone 181, 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 \$2,563.94 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 May 14, 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 26th day of March, 2024.

---

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 26th day of March, 2024, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** Annexation of DPR 16-00012 to Flood Control Maintenance District No. 1 (FCMD 1)  
 Owner(s): Interinsurance Exchange of Automobile Club (AAA)  
 APN(s): 302-020-052, located on Harley Knox Blvd.  
 Project: DPR 16-00012- Automobile Reclamation Center

**REQUESTED ACTION:** Adoption of Resolution of Intention to Annex DPR 16-00012 to Flood Control Maintenance District No. 1 and set a public hearing date of May 14, 2024

**CONTACT:** John Pourkazemi, City Engineer

**BACKGROUND/DISCUSSION:** DPR 16-00012 is an automobile reclamation center, including paved parking lot for storage of vehicles, processing and service, located on Harley Knox Boulevard (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 146 ("BZ146") include 24-inch storm drain pipes that connects to the Perris storm drain system. The project connects to the Perris Valley Line E and downstream facilities along Indian Avenue to the Perris Valley Storm Drain Channel. BZ146's share of these facilities is based on its area as a percentage of the tributary area of Line E within the City of Perris. Based on this calculation, BZ146 will contribute 14% for the facilities on Nance Street and 1.00% for the remaining downstream facilities.

**BUDGET (or FISCAL) IMPACT:** The maximum annual assessment is \$1,134.73. 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.

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager MB  
Deputy City Manager EQ

**Attachments:**

1. Vicinity Map
2. Engineer's Report
3. Resolution of Intention to Annex DPR 16-00012 to Flood Control MD No. 1

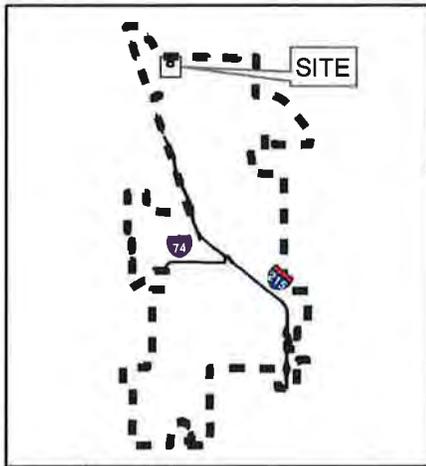
Consent: x  
Public Hearing:  
Business Item:  
Presentation:  
Other:

# Attachment No. 1

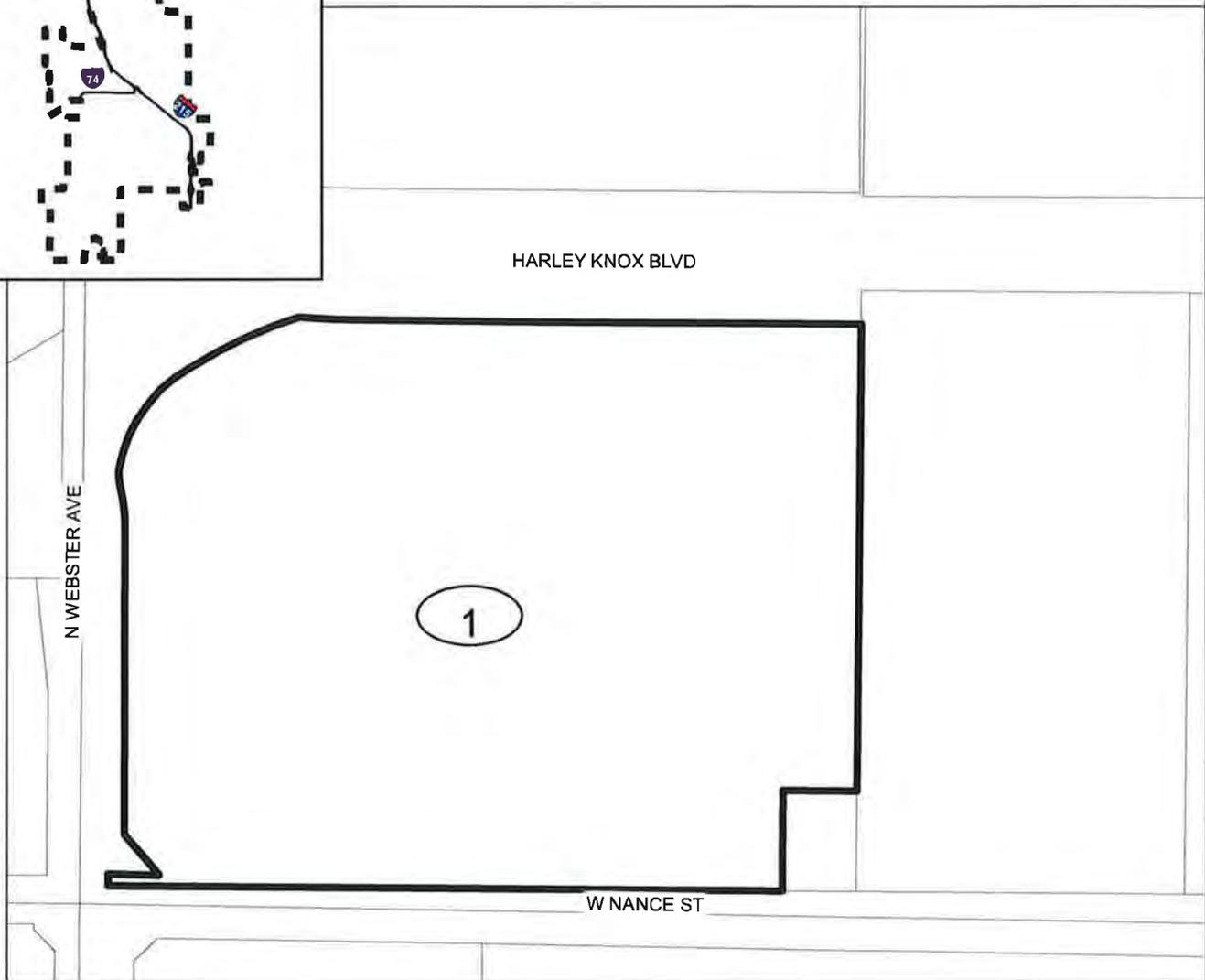
Vicinity Map

# DIAGRAM OF ANNEXATION OF DPR 16-00012 TO BENEFIT ZONE 146 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

## SITE LOCATION



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

1 MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-020-052



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

# Attachment No. 2

Engineer's Report

**AGENCY:** City of Perris

**PROJECT:** Annexation of DPR 16-00012  
To Benefit Zone 146, 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 16-00012  
To Benefit Zone 146, 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 \_\_\_th day of \_\_\_\_\_, 2024.

---

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 \_\_\_th day of \_\_\_\_\_, 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" were filed in the Office of the City Clerk on the \_\_\_th day of \_\_\_\_\_, 2024.

---

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 16-00012 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 146 ("BZ 146") include 24-inch storm drain pipes that connects to the Perris storm drain system. The project connects to the Perris Valley Line E and downstream facilities along Indian Avenue to the Perris Valley Storm Drain Channel. BZ 146's share of these facilities is based on its area as a percentage of the tributary area of Line E within the City of Perris. Based on this calculation, BZ 146 will contribute 14% for the facilities on Nance Street and 1.00% for the remaining downstream facilities.

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

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

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

- "DPR16-00012-AAA Reclamation Yard Portion of Lot 5 MB14/668 Street Improvement Plan Nance St., Webster Ave., Harley Knox Blvd.," prepared by SWS Engineering, INC.

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

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

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

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
24" RCP Pipe	50.2	LF	4.25	\$213.35
Line E (14%)				415.37
Downstream Facilities (1%)				316.89
<b>Subtotal</b>				<b>\$945.61</b>
Incidentals				\$189.12
<b>Grand total</b>				<b>\$1,134.73</b>

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

Zero costs will be assessed to Benefit Zone 146 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 146. These improvements specifically benefit the area within the annexation; and, the improvements were required for the approval of, and as of consequence of, development of this area.

The method of assessment is based on units, with one benefit unit assigned to each acre within Benefit Zone 146 for a total of 9.14 benefit units. The current maximum annual assessment, under Benefit Zone 146, reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities, is equal to \$124.15 per Benefit Unit, as follows:

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

$$\frac{\$1,134.73}{9.14 \text{ Benefit Units}} = \$124.15 \text{ per Benefit Unit}$$

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 \$567.36.

**PART 5.**     **A Diagram** of the Annexation. The boundary of the area to be annexed is coincident with DPR 16-00012. Said boundary is designated as "Diagram of Annexation of DPR 16-00012 to Benefit Zone 146, 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**

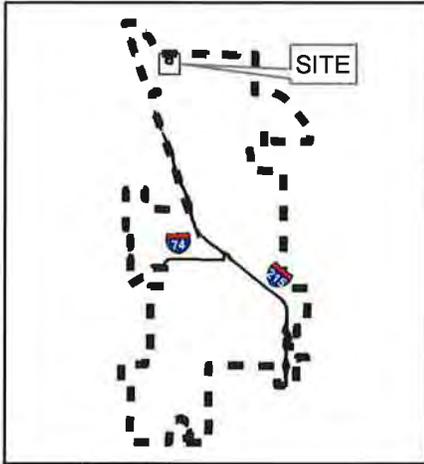
**Annexation of DPR 16-00012  
To Benefit Zone 146,  
Flood Control Maintenance District No. 1, City of Perris**

<b><u>Benefit Zone / Assessment Number</u></b>	<b><u>Description</u></b>	<b><u>Assessor Parcel Number</u></b>	<b><u>Estimated Annual Assessment</u></b>	<b><u>Fiscal Year 2023/2024</u></b>
146	DPR 16-00012	302-020-052	\$1,134.73	\$0.00
	<b>Total</b>		<b>\$1,134.73</b>	<b>\$0.00</b>

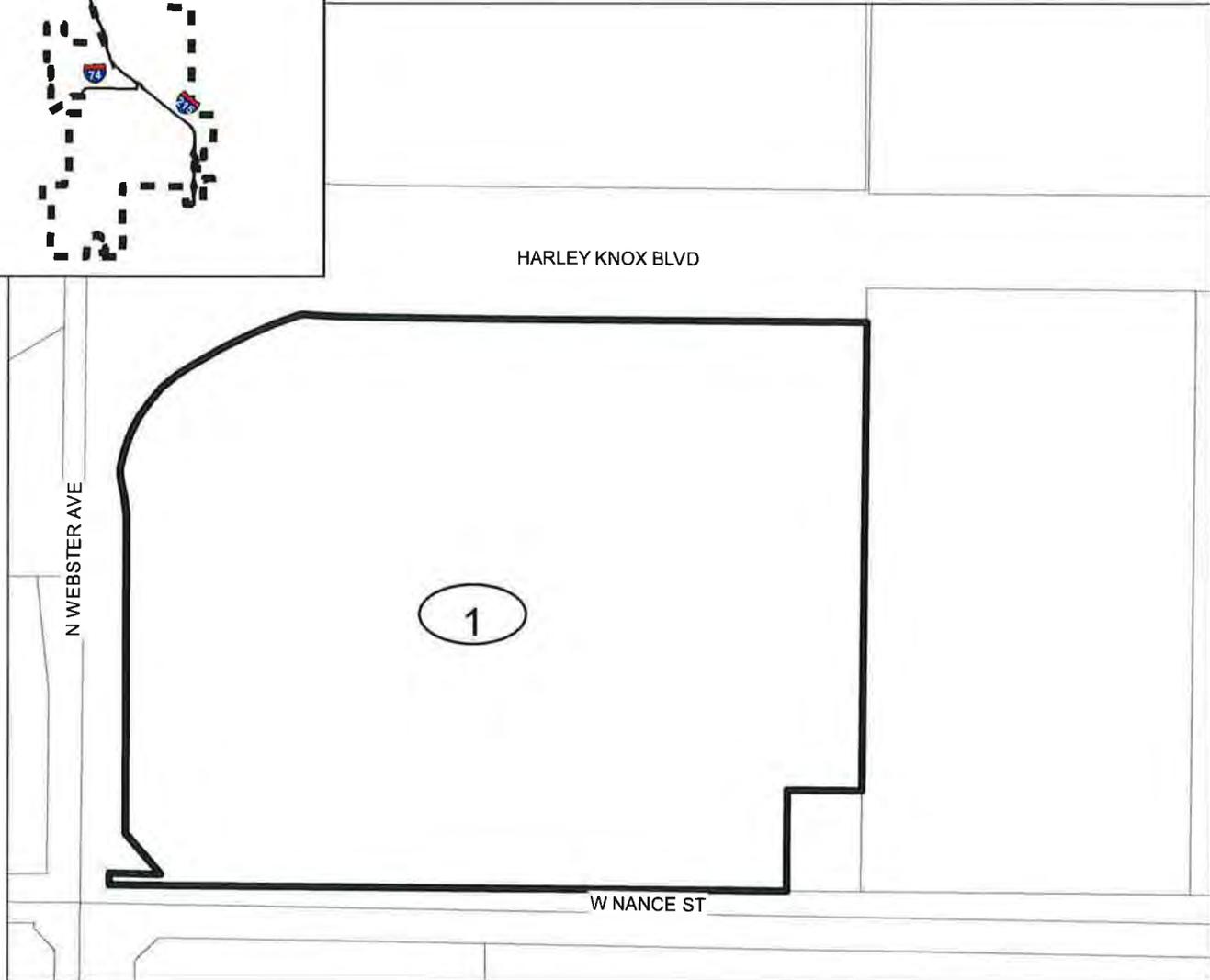
Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If 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 16-00012 TO BENEFIT ZONE 146 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

## SITE LOCATION



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-020-052



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: 12-27-23

  
\_\_\_\_\_  
Signature



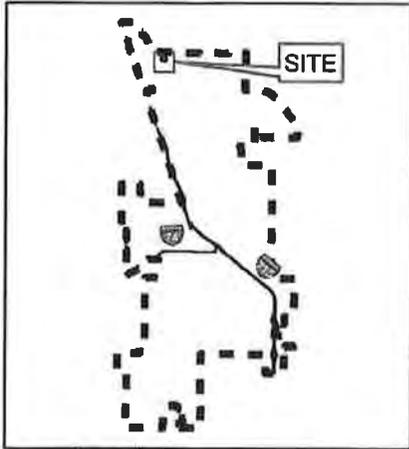
List Property Owner Name and Mailing Address

Please have notarized

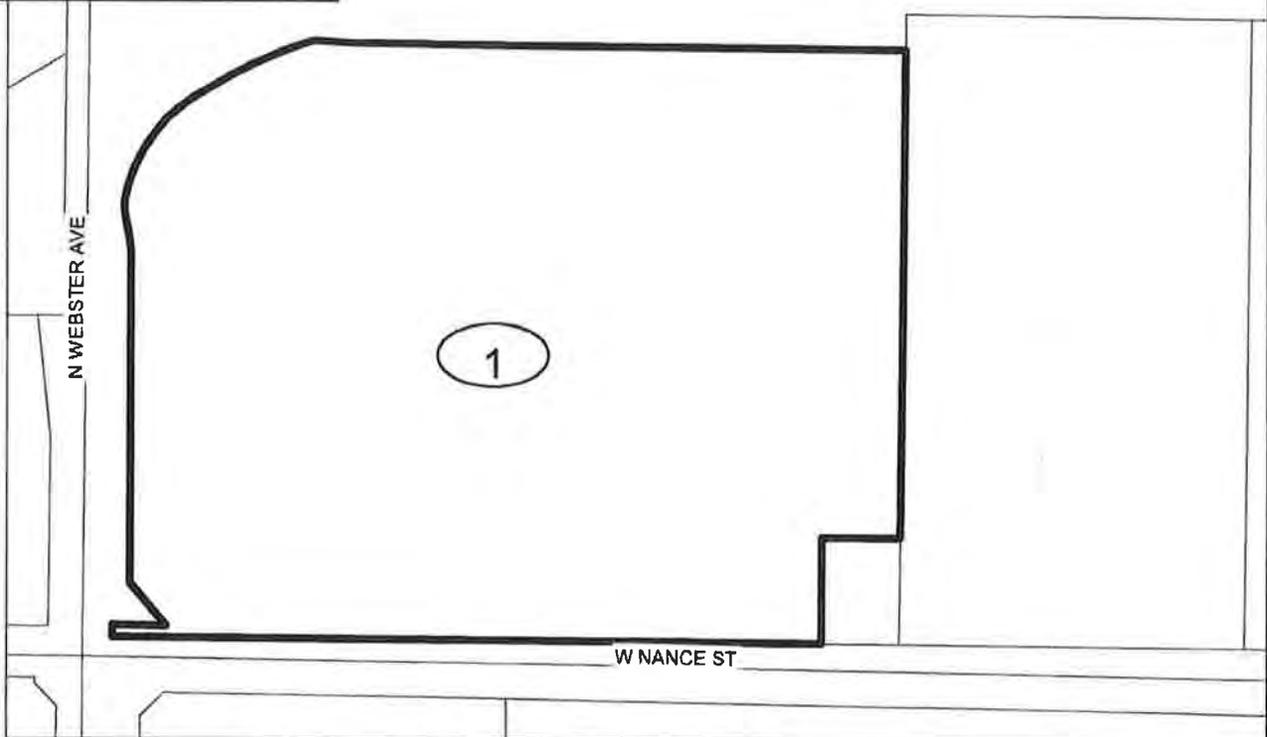


# EXHIBIT A TO CONSENT AND WAIVER ANNEXATION OF DPR 16-00012 TO FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

## SITE LOCATION



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

① MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-020-052



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 16-00012 TO BENEFIT ZONE 146, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MAY 14, 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 16-00012 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**, Interinsurance Exchange of Automobile Club (the "Owner") has presented signed petitions to the City Council requesting the annexation of DPR 16-00012 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 16-00012; 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 16-00012 and

**WHEREAS**, to accomplish such purposes, the City Council proposes to annex DPR 16-00012 to Benefit Zone 146, 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 16-00012 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 16-00012 to Benefit Zone 146, 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 14th day of May, 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 26th day of March, 2024.

---

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 26th day of March, 2024, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



10.D.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 63  
Owner(s): Interinsurance Exchange of Automobile Club (AAA)  
APN(s): 302-020-052, located on Harley Knox Blvd.  
Project: DPR 16-00012- Automobile Reclamation Center

**REQUESTED ACTION:** Adopt a Resolution of Intention to Annex Territory to CFD 2001-3 and setting a public hearing date of May 14, 2024

**CONTACT:** Matthew Schenk, Director Finance

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**BACKGROUND/DISCUSSION:** DPR 16-00012 is an automobile reclamation center, including paved parking lot for storage of vehicles, processing and service, located on Harley Knox Boulevard (See attached Boundary Map).

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

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

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for May 14, 2024 regarding the proposed annexation. An election will be held following the public hearing. At that time, the landowner will vote on annexing their property to the District and levying special taxes within their District. The special tax levy rate for Fiscal Year 2024-25 is \$386.49 for Single-Family Residential Units, \$77.29 for Multi-Family Residential Units, and \$1,545.98 per Acre for Non-Residential Parcels. For each subsequent fiscal year following Fiscal Year 2024-2025, the

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

---

**BUDGET (or FISCAL) IMPACT:**

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

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Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

Assistant City Manager UAB

Deputy City Manager ER

**Attachments:**

1. Boundary Map
2. Perris CFD 2001-3 Annexation No. 63 Resolution of Intention

Consent: x

Public Hearing:

Business Item:

Presentation:

Other:

**ATTACHMENT 1**

**BOUNDARY MAP**

# ANNEXATION MAP NO. 63 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-020-052

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

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE ANNEXATION TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE 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 PAGES) \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. DOCUMENT NO. \_\_\_\_\_.

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.

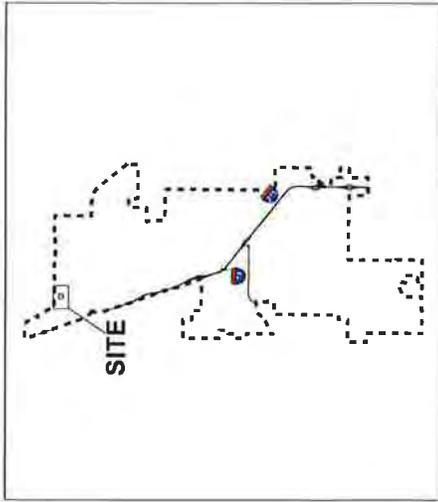
### Legend

-  PROPOSED ANNEXATION BOUNDARY
-  MAP REFERENCE NUMBER
-  CITY OF PERRIS BOUNDARY



**WILLDAN**  
 27566 VIA INDUSTRIA, SUITE #200  
 TEMECULA, CA 92590  
 (951) 597-3500

VICINITY MAP



**ATTACHMENT 2**

**PERRIS CFD 2001-3 ANNEXATION NO. 63  
RESOLUTION OF INTENTION**

**RESOLUTION NUMBER XXXX**

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS  
ACTING AS THE LEGISLATIVE BODY OF COMMUNITY  
FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC  
SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION  
TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO.  
63]***

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

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

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

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

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

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

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

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

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

**Section 2.** It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled "Annexation Map No. 63 to Community Facilities District No. 2001-3 (North Perris Public Safety)" that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit "B". The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

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

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

**Section 4.** It is the intention of the City Council that, except where funds are otherwise available, a special tax sufficient to pay for the Services and the Facilities, including the repayment of funds advanced to the District, annual administration expenses in determining, apportioning, levying and collecting such special taxes, secured by recordation of a continuing lien against all non-exempt real property within the boundaries of the Property, will be levied annually on land within the boundaries of the Property. The Rate and Method of Apportionment shall remain unchanged as a result of the proposed

annexation, except that the conditions to commencement of the tax have been met. The Property will be subject to the Special Tax pursuant to the Rate and Method of Apportionment. The special tax as apportioned to each parcel within the Property is fairly apportioned as determined by the City Council and as permitted by Section 53339.3 of the Act, and the apportionment of the special tax is not on or based upon the value or ownership of real property.

**Section 5.** Notice is hereby given that on the 14<sup>th</sup> day of May 2024, at the hour of 6:30 p.m., or as soon thereafter as is practicable, in the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570, a public hearing will be held at which the City Council, as the legislative body of the District, shall consider the proposed annexation of the Property and all other matters as set forth in this Resolution of Intention. At the above-mentioned time and place for such public hearing, any persons interested, including all taxpayers, property owners and registered voters within the District and the Property proposed to be annexed, may appear and be heard, and such testimony for or against the proposed annexation will be heard and considered.

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

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

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

**Section 9.** The City Clerk is hereby directed, to the extent that such notice is required, to publish a notice ("Notice") of the hearing pursuant to Section 6061 of the Government Code in a

newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text of this Resolution, state the time and place of the hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed District as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

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

**ADOPTED, SIGNED** and **APPROVED** this 26th day of March, 2024.

---

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 26th day of March, 2024, by the following called vote:

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

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

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

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

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

Exhibit A

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

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

**A. BASIS OF SPECIAL TAX LEVY**

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

**B. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C. DURATION OF THE SPECIAL TAX**

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

**D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES**

**1. Classification of Parcels**

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

**2. Maximum Special Tax Rates**

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

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

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

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

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

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

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

**F. ADMINISTRATIVE CHANGES AND APPEALS**

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

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

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

**G. MANNER OF COLLECTION**

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

Exhibit B

COMMUNITY FACILITIES DISTRICT NO. 2001-3  
(NORTH PERRIS PUBLIC SAFETY)  
OF THE CITY OF PERRIS, ANNEXATION NO. 63

BOUNDARY MAP

**VICINITY MAP**

**ANNEXATION MAP NO. 63 TO  
COMMUNITY FACILITIES DISTRICT NO. 2001-3  
(NORTH PERRIS PUBLIC SAFETY)**

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-020-052

SHEET 1 OF 1

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. 63 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. DOCUMENT NO. \_\_\_\_\_

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**

- PROPOSED ANNEXATION BOUNDARY
- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

27369 VIA INDUSTRIA, SUITE #200  
TEMECULA, CA 92590  
(951) 687-3500



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** Initiation of Annual Proceedings for City's Maintenance Districts (FY 2024/2025)

**REQUESTED ACTION:**

- 1) Adoption of Resolution Ordering Preparation of the Engineer's Report, Maintenance District No. 84-1 (Streetlights and Traffic Signals)
- 2) Adoption of Resolution Ordering Preparation of the Engineer's Report, Landscape Maintenance District No. 1
- 3) Adoption of Resolution Ordering Preparation of the Engineer's Report, Flood Control Maintenance District No. 1

**CONTACT:** John Pourkazemi, City Engineer

**BACKGROUND/DISCUSSION:** In order to provide continued funding for the City's maintenance districts, annual procedures are required of the City Council. By adopting these resolutions that order the preparation of the annual Engineer's Reports, the procedures for FY 2024/2025 will be initiated. The next action is scheduled for May 14, 2024 when the Engineer's Reports will be presented to the City Council for preliminary approval.

The districts include residential tracts and commercial developments throughout the City.

**BUDGET (or FISCAL) IMPACT:**

For FY 2023/2024, approximately 35,239 assessments were levied totaling \$7,663,689.46.

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

**Attachments:**

- 1. Resolution Ordering Preparation of the Engineer's Report, Maintenance District No. 84-1**
- 2. Resolution Ordering Preparation of the Engineer's Report, Landscape MD No. 1**
- 3. Resolution Ordering Preparation of the Engineer's Report, Flood Control MD No. 1**

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

# Attachment No. 1

**Resolution Ordering Preparation of Engineer's  
Report, Maintenance District Number 84-1**

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING  
PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL  
YEAR 2024/2025 IN THE CITY OF PERRIS MAINTENANCE DISTRICT  
NUMBER 84-1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT  
OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING  
PREPARATION OF AN ENGINEER'S REPORT**

**WHEREAS**, the City Council of the City of Perris, California ("this City Council"), has previously determined that the public interest, convenience and necessity, requires the installation, construction and maintenance of public lighting and appurtenant facilities as set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Perris, California; and

**WHEREAS**, this City Council hereby finds and determines that the public interest, convenience and necessity require the continued levy of assessments within the City of Perris, Maintenance District Number 84-1 for the purpose of installing, constructing, operating and maintaining public street lighting including traffic signals and appurtenant facilities authorized by Section 22525 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.** That this City Council hereby initiates proceedings to levy and collect annual special benefit assessments within that area designated City of Perris, Maintenance District Number 84-1 (the "District") for the maintenance, servicing and operation of public street lighting, all pursuant to the Landscaping and Lighting Act of 1972 (Division 15 of the California Streets and Highways Code).

**Section 2.** That the maintenance proposed to be performed consists of the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of public lighting, traffic signals and landscaping, including:

- (a) Repair, removal or replacement of all or any part of the improvements thereon.
- (b) Required electrical operations, repair and replacement.
- (c) Street light installation, servicing and maintenance.
- (d) Traffic signal installation, servicing and maintenance.

**Section 3.** That the proposed maintenance district encompasses all that certain territory of the City of Perris included within the exterior boundary line shown upon that certain map entitled "Diagram of the City of Perris Maintenance District Number 84-1", indicating by said boundary line the extent of the territory included within the proposed district and which map is on file in the Office of the City Clerk. Reference is hereby made to said map for further, full and more particular description of said lighting maintenance district, and the said map so on file shall govern for all details as to the extent of said district. A boundary diagram of the District is included as Exhibit A.

**Section 4.** That the proceedings for the annual levy of the special benefit assessment are to be conducted 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 5.** 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.

**ADOPTED, SIGNED and APPROVED** this 26<sup>th</sup> day of March, 2024.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar

*RESOLUTION NUMBER XXXX*

*Page 3*

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 26<sup>th</sup> day of March, 2024, by the following called vote:

Ayes:

Noes:

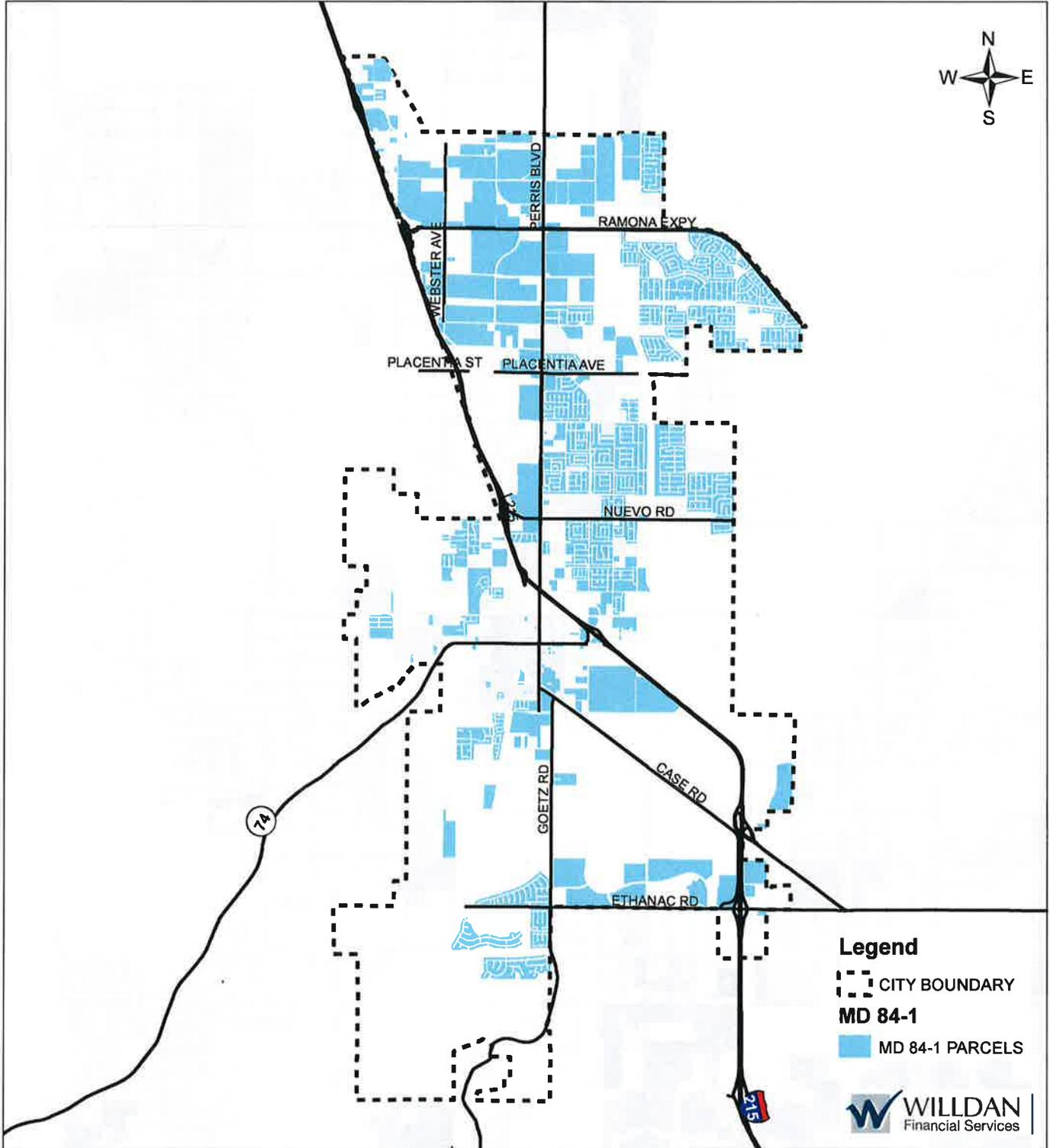
Absent:

Abstain:

---

City Clerk, Nancy Salazar

**MAINTENANCE DISTRICT NO. 84-1 VICINITY PARCEL MAP  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2023/2024**



## Attachment No. 2

**Resolution Ordering Preparation of Engineer's Report, Landscape  
Maintenance District Number 1**

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2024/2025 IN THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT**

**WHEREAS**, the City Council of the City of Perris, California ("this City Council"), has previously determined that the public interest, convenience and necessity, requires the installation, construction and maintenance of public landscaping and appurtenant facilities as set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Perris, California; and

**WHEREAS**, this City Council hereby finds and determines that the public interest, convenience and necessity require the continued levy of assessments within the City of Perris, Landscape Maintenance District Number 1 for the purpose of installing, constructing, operating and maintaining public landscaping and appurtenant facilities authorized by Section 22525 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.** That this City Council hereby initiates proceedings to levy and collect annual special benefit assessments within that area designated City of Perris, Landscape Maintenance District Number 1 (the "District") for the maintenance, servicing and operation of public landscaping, all pursuant to the Landscaping and Lighting Act of 1972 (Division 15 of the California Streets and Highways Code).

**Section 2.** That the maintenance proposed to be performed consists of the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of public landscaping, including:

- (a) Repair, removal or replacement of all or any part of the improvements thereon.
- (b) Required irrigation operation, repair and replacement.
- (c) Required electrical operation, repair and replacement.

**Section 3.** That the proposed maintenance district encompasses all that certain territory of the City of Perris included within the exterior boundary line shown upon that certain map entitled "Diagram of the City of Perris Landscape Maintenance District Number 1", indicating by said boundary line the extent of the territory included within the proposed district and which map is on file in the Office of the City Clerk. Reference is hereby made to said map for further, full and more particular description of said landscape maintenance district, and the said map so on file shall govern for all details as to the extent of said district. A boundary diagram of the District is included as Exhibit A.

**Section 4.** That the proceedings for the annual levy of the special benefit assessment are to be conducted 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 5.** 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.

**ADOPTED, SIGNED and APPROVED** this 26<sup>th</sup> day of March, 2024.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar

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

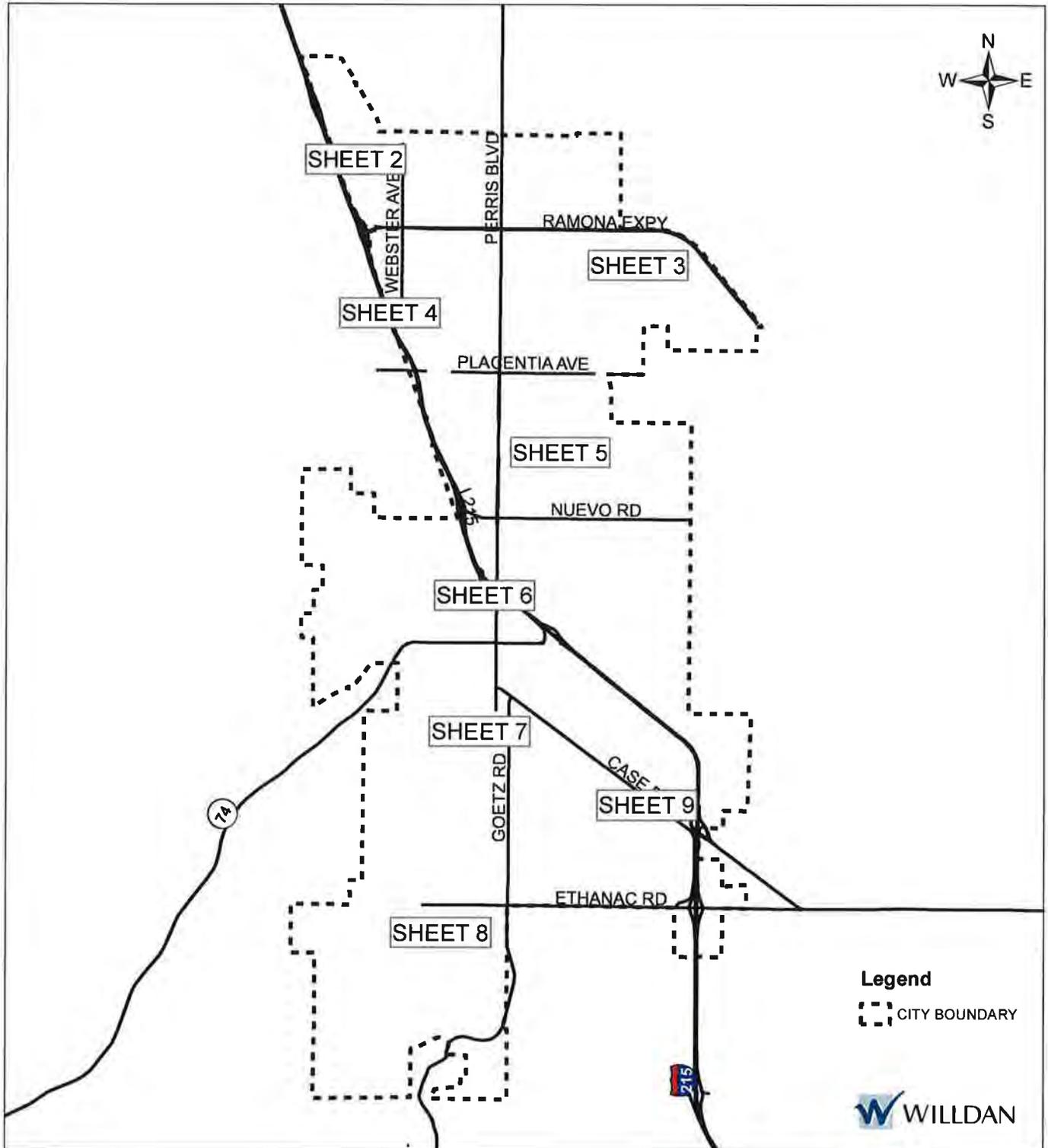
I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 26<sup>th</sup> day of March, 2024, by the following called vote:

Ayes:  
Noes:  
Absent:  
Abstain:

---

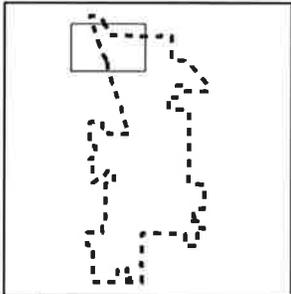
City Clerk, Nancy Salazar

**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2023/2024  
SHEET 1 OF 10**



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2023/2024  
SHEET 2 OF 10**

VICINITY MAP



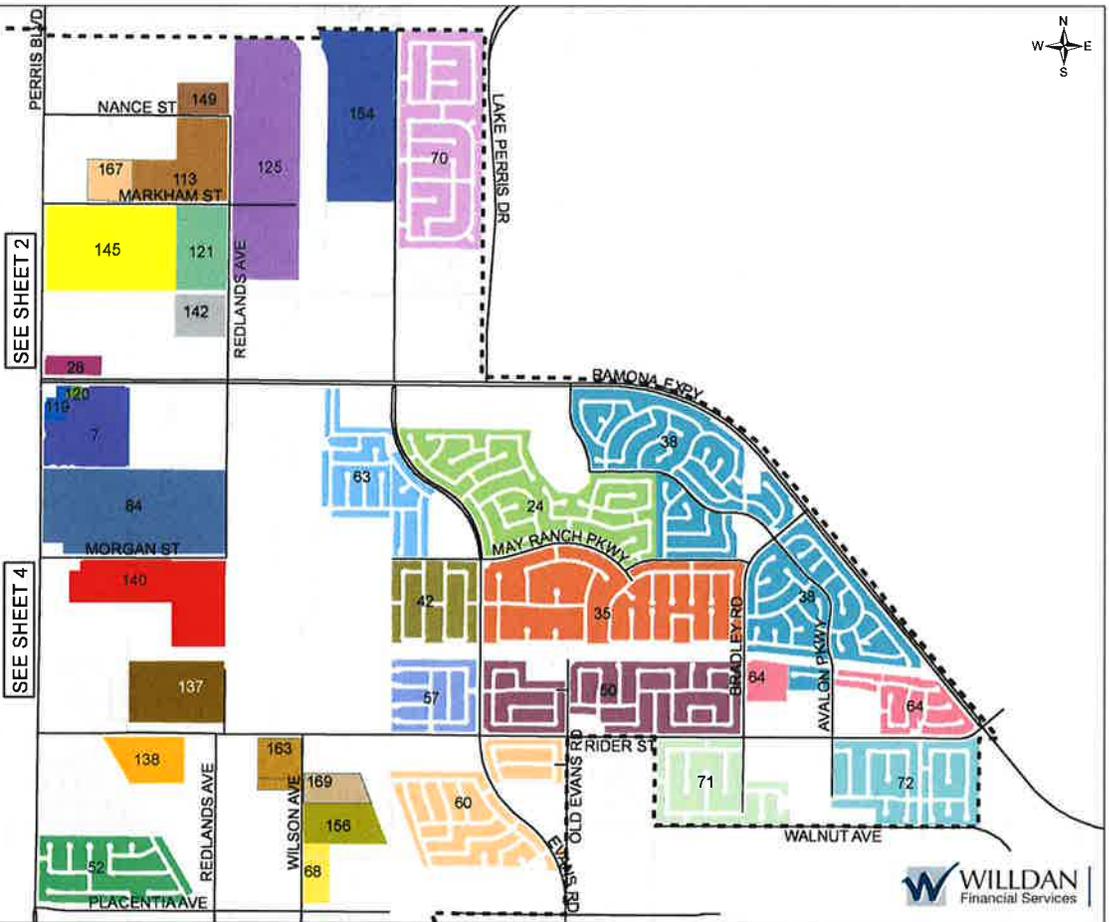
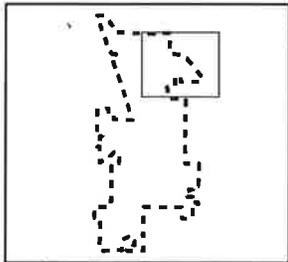
**Legend**

CITY BOUNDARY	131	167
<b>BENEFIT ZONE</b>	133	168
65	134	
67	135	
85	141	
89	143	
90	144	
94	146	
96	150	
116	151	
122	152	
123	153	
126	155	
128	161	
130	164	



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2023/2024  
SHEET 3 OF 10**

VICINITY MAP

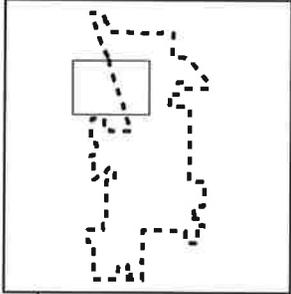


**Legend**

CITY BOUNDARY	71	167
7	72	169
24	84	113
28	119	120
35	121	125
38	137	138
42	140	142
45	145	149
50	154	156
52	163	
57		
60		
63		
64		
68		
70		

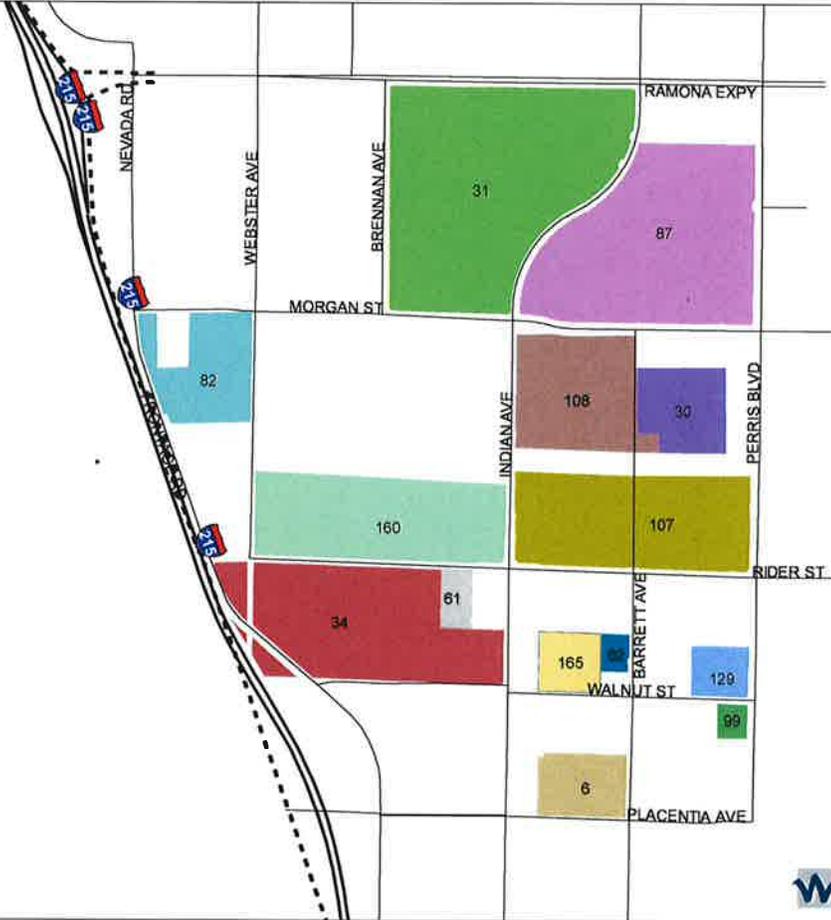
**DIAGRAM OF  
 LANDSCAPE MAINTENANCE DISTRICT NO. 1  
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 FISCAL YEAR 2023/2024  
 SHEET 4 OF 10**

VICINITY MAP



**Legend**

- CITY BOUNDARY
- 6
- 30
- 31
- 34
- 61
- 62
- 82
- 87
- 99
- 107
- 108
- 129
- 160
- 165
- 185



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2023/2024  
SHEET 5 OF 10**

VICINITY MAP

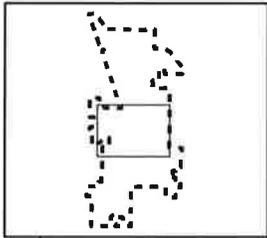


**Legend**

	CITY BOUNDARY	48
	<b>BENEFIT ZONE</b>	49
	1A	59
	2	66
	5	73
	9	74
	11	76
	12	97
	15	103
	18	104
	21	114
	23	115
	27	117
	37	148
	40	157
	43	

**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2023/2024  
SHEET 6 OF 10**

VICINITY MAP



**Legend**

--- CITY BOUNDARY

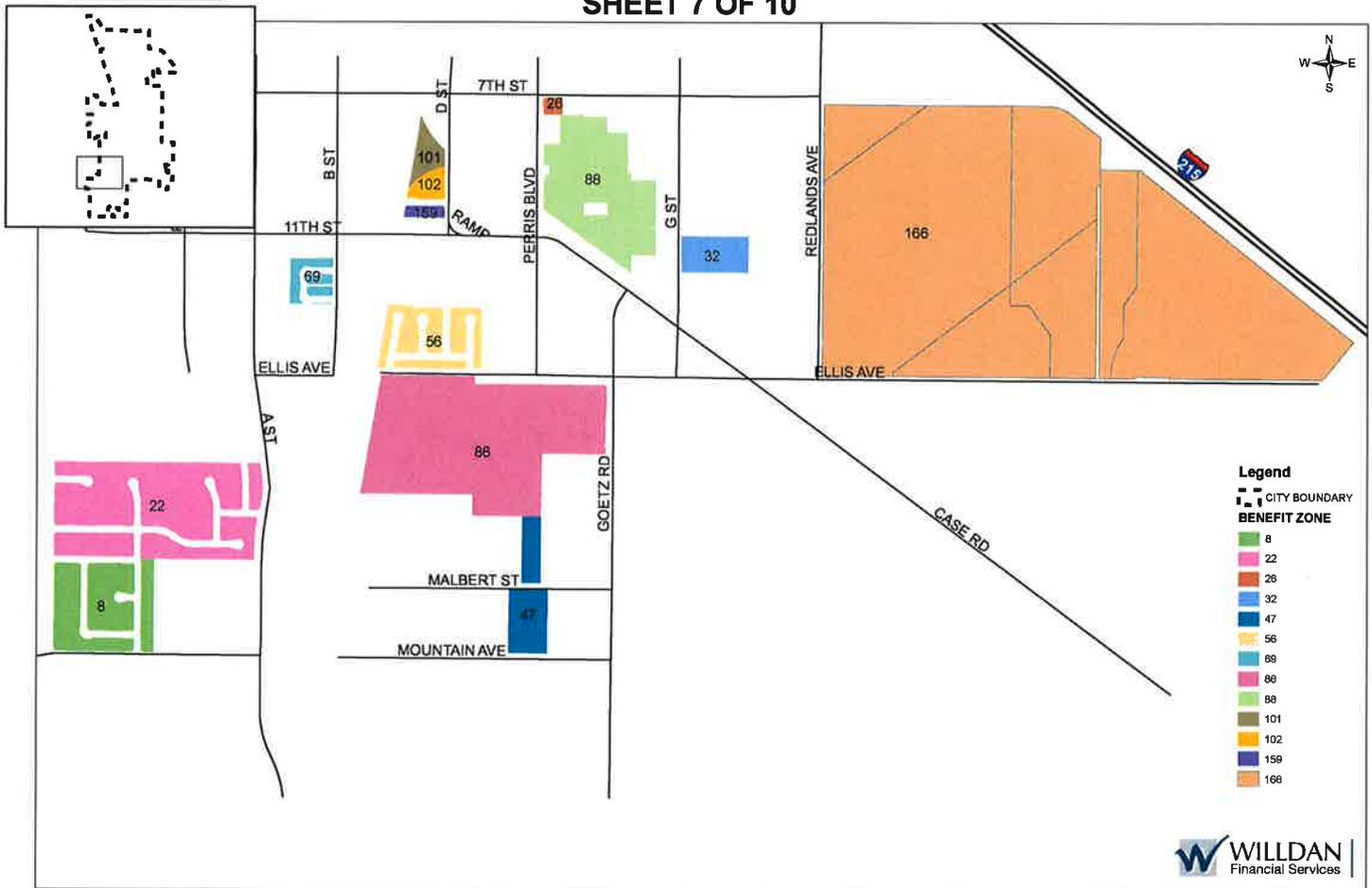
**BENEFIT ZONE**

- 1B
- 3
- 4
- 13
- 14
- 16
- 17
- 19
- 20
- 25
- 39
- 41
- 46
- 51
- 54
- 55
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- 100
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- 111
- 112
- 116
- 124
- 132



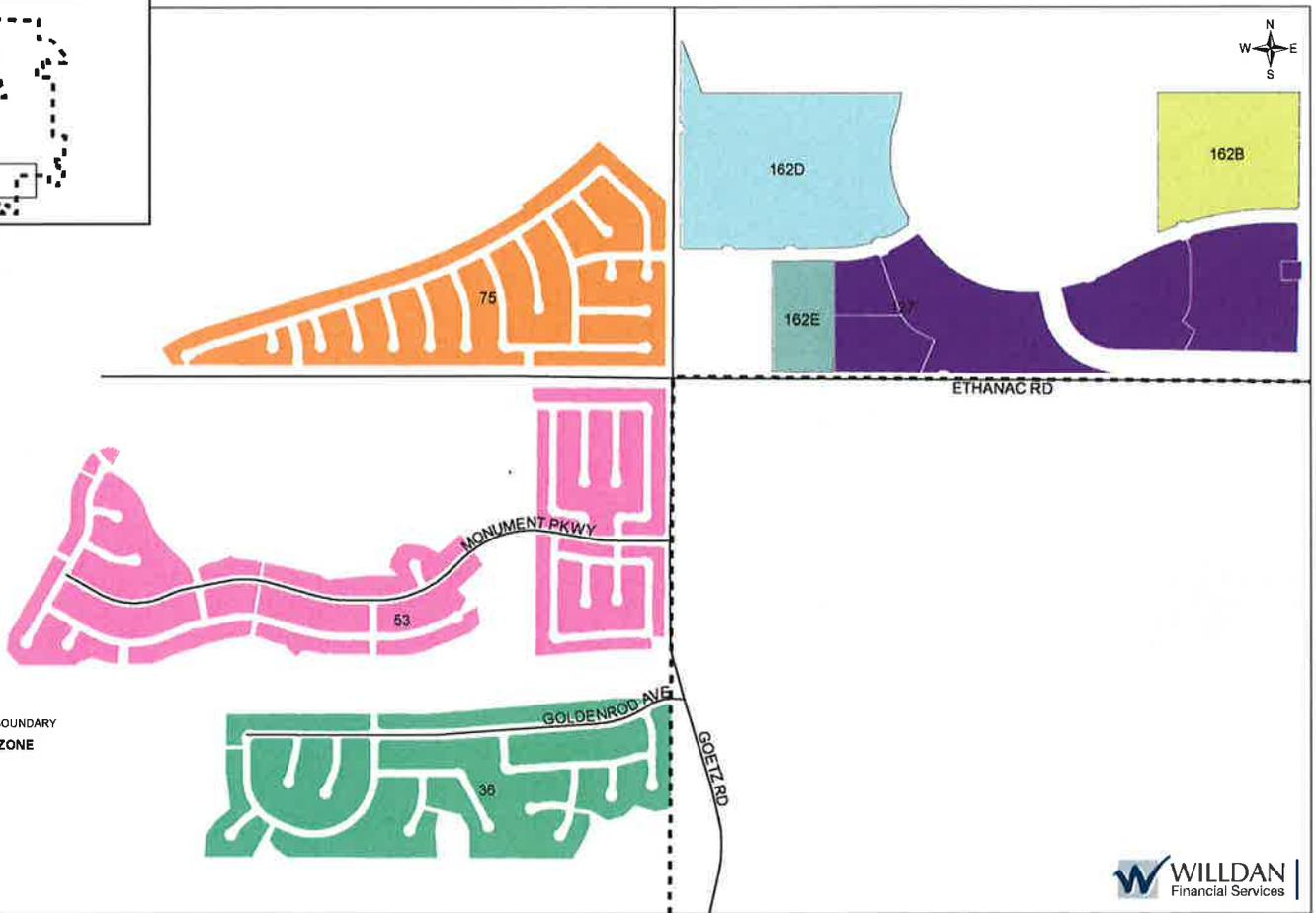
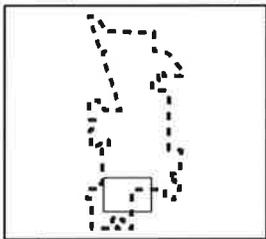
**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2023/2024  
SHEET 7 OF 10**

VICINITY MAP



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2023/2024  
SHEET 8 OF 10**

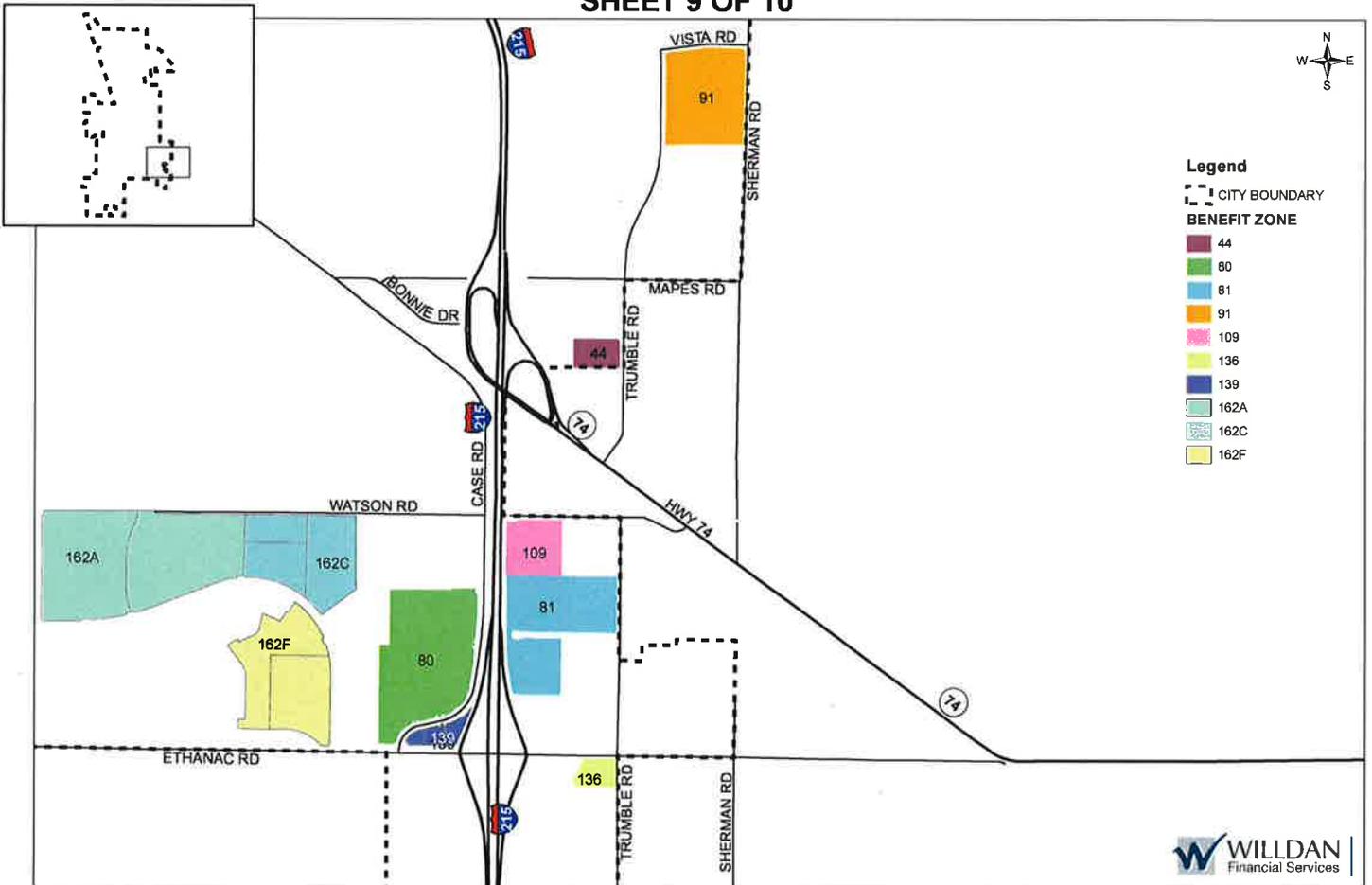
VICINITY MAP



- Legend**
- CITY BOUNDARY
  - BENEFIT ZONE**
  - 36
  - 53
  - 75
  - 127
  - 162B
  - 162D
  - 162E

**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2023/2024  
SHEET 9 OF 10**

VICINITY MAP



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2022/2023  
SHEET 10 OF 10**

ZONE	DESCRIPTION	Assessed		ZONE	DESCRIPTION	Assessed		ZONE	DESCRIPTION	Assessed	
		SHEET	(Y/N)			SHEET	(Y/N)			SHEET	(Y/N)
1A	TT 20280	#N/A	Y	59	TT 29425	5	Y	118	CUP 15-05056	6	Y
1B	TT 17399	#N/A	Y	60	TT 30773/31416	3	Y	119	PM 37043 LOT 1	3	N
2	TT 19893	5	Y	61	CUP 02-0215	4	N	120	PM 37043 LOT 2	3	Y
3	TT 21131	6	Y	62	DPR 03-149	4	N	121	DPR 05-0477	3	Y
4	TT 20280	6	N	63	TT 32262	3	Y	122	PM 36726	2	Y
5	TT 20538	5	Y	64	TT 33227/AMND 22832/ AMND 22833	N		123	DPR 06-0140	2	Y
6	CUP 87/37	4	N	65	DPR 04-0343	2	Y	124	PM 36266	6	Y
7	TT 21771	3	N	66	TT 32793/33720	5	Y	125	PM 36469	3	Y
8	TT 22719	7	Y	67	PM 31832	2	Y	126	PM 36512/36582	2	Y
9	TT 22248	5	Y	68	PM 31743	3	N	127	TT 36988/36989/37262	8	Y
10	SUPERCEDED BY BZ38			69	TT 32769	7	Y	128	CUP 16-05237	2	Y
11	TT 22988	5	Y	70	TT 32707/32708	3	Y	129	CUP 02-0061	4	Y
12	TT 22988	5	Y	71	TT 30780	3	Y	130	PM 37055	2	Y
13	TT 24081	6	Y	72	TT 32249	3	Y	131	PM 36678	2	Y
14	TT 24541/23275	6	Y	73	TT 31660	5	Y	132	CUP 16-05189	6	Y
15	TT 23825	5	Y	74	TT 32428	5	Y	133	DPR 06-0059	2	Y
16	TT 23838	6	Y	75	TT 31926	8	Y	134	PM 37187	2	Y
17	TT 22910	6	Y	76	DPR 04-0314	5	Y	135	DPR 16-00015	2	Y
18	TT 20645/31683	5	Y	77	PENDING			136	CUP 16-05168	9	Y
19	TT 20173	6	Y	78	TT 31651	6	N	137	PM 35268	3	Y
20	TT 24715	6	Y	79	TT 31240	6	N	138	DPR 06-0635	3	Y
21	TT 20211	5	Y	80	PM 33266	9	Y	139	PM 35762	9	Y
22	TT 24809	7	Y	81	PM 34082	9	Y	140	CUP 98-0005	3	N
23	PM 26437	5	Y	82	PM 33759	4	N	141	PCL 2, PM 33587	2	Y
24	TT 24499	3	Y	83	TT 34073	6	N	142	DPR 16-00013	3	Y
25	DPR 08/92	6	N	84	DPR 04-0464	3	Y	143	NW PERRIS & RAMONA	2	Y
26	TT 27502	7	N	85	DPR 06-0450	2	Y	144	PR 17-05194	2	Y
27	PM 27544	5	Y	86	CUP 06-0158	7	Y	145	PM 37304	3	Y
28	PM 26618	3	N	87	PM 35676	4	Y	146	PM 37343	2	Y
29	SUPERCEDED BY BZ86			88	TT 33549	7	N	147	PENDING		
30	DPR 99/0174	4	N	89	CUP 09-01-008	2	Y	148	TR 32497	5	Y
31	PUP 99/0079	4	N	90	DPR 05-0192	2	Y	149	PM 36770	3	Y
32	CUP 99-0185	7	N	91	AQUATICS CTR	9	Y	150	PM 37278	2	Y
33	SUPERCEDED BY BZ143			92	DPR 07-0045	6	Y	151	DPR 19-00003	2	Y
34	DPR 97/0111	4	N	93	CUP 12-06-0012	6	Y	152	DPR 18-00006	2	Y
35	TT 29654/29993/29994	3	Y	94	PM 33587	2	Y	153	PM 37457	2	Y
36	TT 28986	8	Y	95	DPR 12-07-0011	6	Y	154	TR 36648	3	N
37	TT 24111	5	Y	96	PM 36010	2	Y	155	DPR 19-00002	2	N
38	TT 22831	3	Y	97	PM 34131	5	Y	156	DPR 19-00007	3	Y
39	TT 30382	6	Y	98	CUP 12-04-0015	6	Y	157	PM 37760	5	Y
40	TT 30144	5	Y	99	PM 36576	4	Y	158	NOT ANNEXED		
41	TT 26386	6	N	100	DPR 12-03-0006	6	Y	159	DPR 16-00014	7	N
42	TT 30380	3	Y	101	DPR 10-08-0009	7	Y	160	DPR 07-0119	4	Y
43	DPR 01-0051	5	N	102	DPR 10-08-0009	7	Y	161	DPR 18-00011	2	Y
44	DPR 02-0031	9	N	103	SOUTHEAST HS	5	N	162A	TR 37223	9	N
45	DPR 01-0210	3	N	104	TR 30850	5	Y	162B	TR 37722	8	Y
46	DPR 98-0071	6	N	105	DPR 12-05-0013	6	Y	162C	TR 37817	9	N
47	WOODWORK CREATIONS	7	N	106	CUP 13-02-0014	6	Y	162D	TR 37262	8	Y
48	PUP 99/0126	5	N	107	PM 36462, PARCEL 1	4	Y	162E	TR 37816	8	Y
49	TT 30751	5	Y	108	PM 36462, PARCEL 2	4	Y	162F	TR 37818	9	N
50	TT 30490/30518	3	Y	109	CUP 13-07-0010	9	Y	163	DPR 20-00011	3	N
51	TT 31114	3	Y	110	SUPERCEDED BY BZ125			164	DPR 16-00001	2	Y
52	TT 31241	3	Y	111	PTN WISE & KNIGHTS	6	N	165	DPR 19-00014	4	Y
53	TT 30662/31564	8	Y	112	PTN WISE & KNIGHTS	6	N	166	PM 37988	7	N
54	TT 31678	6	Y	113	PM 36540	3	Y	167	CUP 20-05100	2	N
55	TT 31226	6	Y	114	CLEARWATER ES	5	Y	168	DPR 20-00017	2	Y
56	TT 31201	7	Y	115	DPR 14-00099	5	Y	169	DPR 21-00001	3	N
57	TT 31178	3	Y	116	DPR 07-09-0018	2	Y				
58	PENDING			117	CUP 14-09-0001	5	N				

# Attachment No. 3

**Resolution Ordering Preparation of Engineer's Report, Flood  
Maintenance District Number 1**

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2024/2025 IN THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT**

**WHEREAS**, the City Council of the City of Perris, California ("this City Council"), has previously determined that the public interest, convenience and necessity, requires the installation, construction and maintenance of public flood control improvements, drainage, interior streets, and appurtenant facilities as set forth in Section 54710 of the Government Code, State of California, within the incorporated boundaries of the City of Perris, California; and

**WHEREAS**, this City Council hereby finds and determines that the public interest, convenience and necessity require the continued levy of assessments within the City of Perris, Flood Control Maintenance District Number 1 for the purpose of installing, constructing, operating and maintaining public flood control improvements, drainage, interior streets, and appurtenant facilities authorized by Section 54710 of the Government Code, State of California.

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

**Section 1.** That this City Council hereby initiates proceedings to levy and collect annual special benefit assessments within that area designated City of Perris, Flood Control Maintenance District Number 1 (the "District") for the maintenance, servicing and operation of public flood control improvements, drainage, interior streets, and appurtenant facilities, all pursuant to the Benefit Assessment Act of 1982 (Chapter 6.4, Division 2, Title 5 of the California Government Code). A boundary diagram of the District is included as Exhibit A.

**Section 2.** That the maintenance proposed to be performed consists of the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of public flood control improvements, drainage, interior streets and appurtenant facilities.

**Section 3.** That the proceedings for the annual levy of the special benefit assessment are to be conducted under and in accordance with provisions of Chapter 6.4, Division 2, Title 5 of the California Government Code (Benefit Assessment Act of 1982) of the State of California.

**Section 4.** That John Pourkazemi, the City Engineer for the City of Perris, is hereby appointed for the purpose of preparing the written report for the annual levy of the benefit assessment as provided for in Chapter 6.4, Division 2, Title 5 of the California Government Code (Benefit Assessment Act of 1982) of the State of California, and is hereby directed to prepare and file such report with the City Clerk.

***ADOPTED, SIGNED and APPROVED*** this 26<sup>th</sup> day of March, 2024.

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Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 26<sup>th</sup> day of March, 2024, by the following called vote:

Ayes:

Noes:

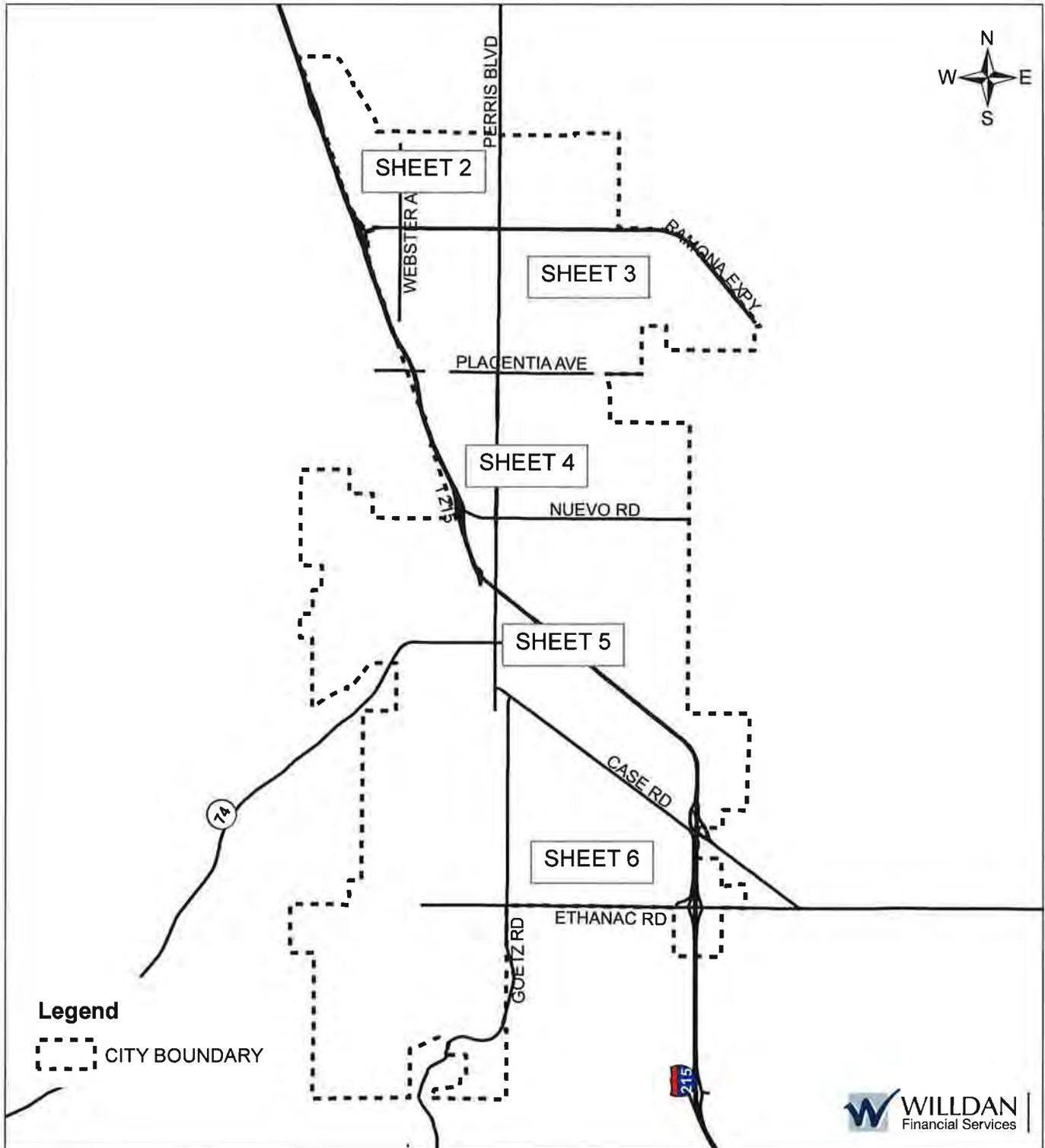
Absent:

Abstain:

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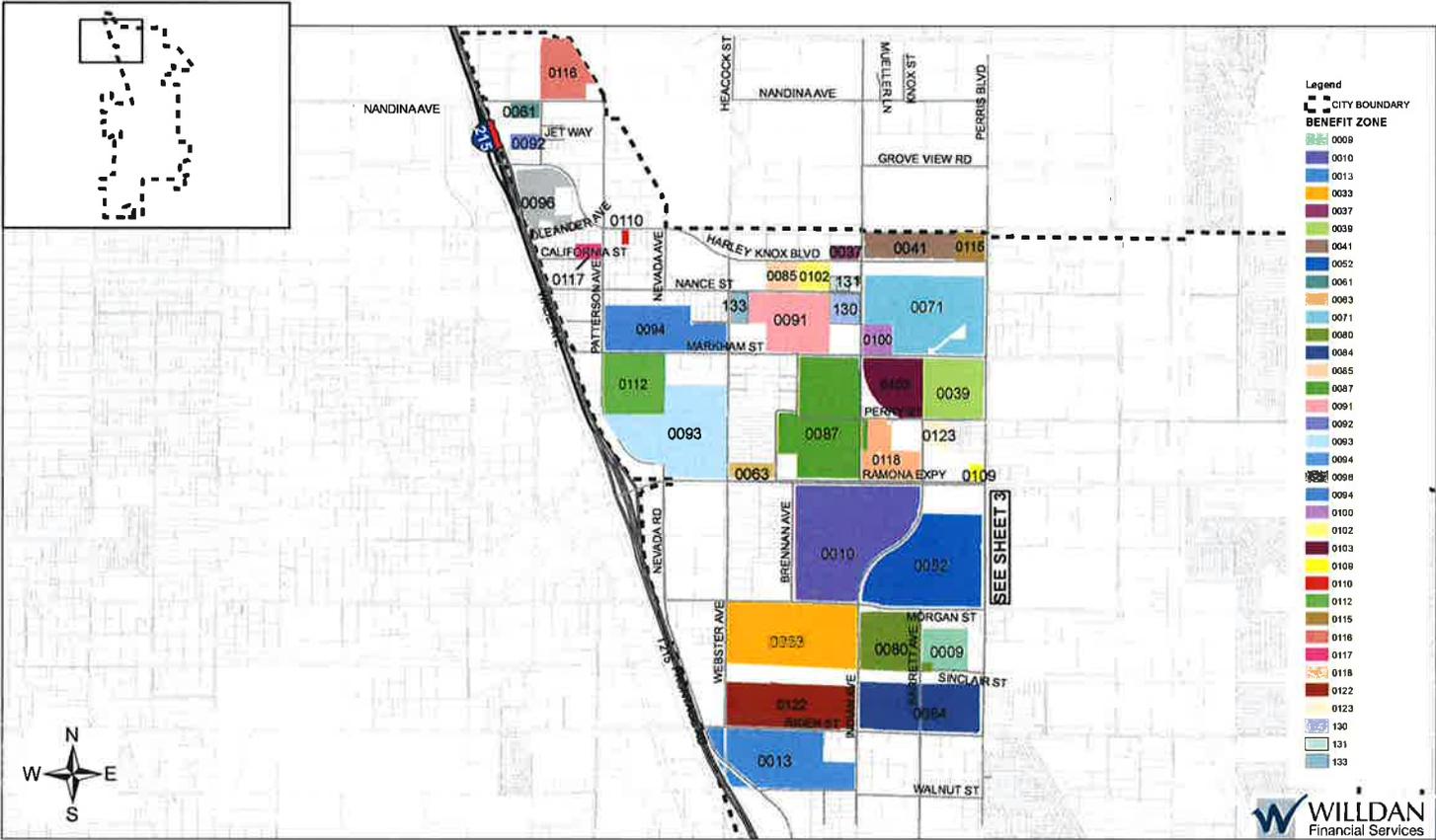
City Clerk, Nancy Salazar

**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2023/2024  
SHEET 1 OF 7**



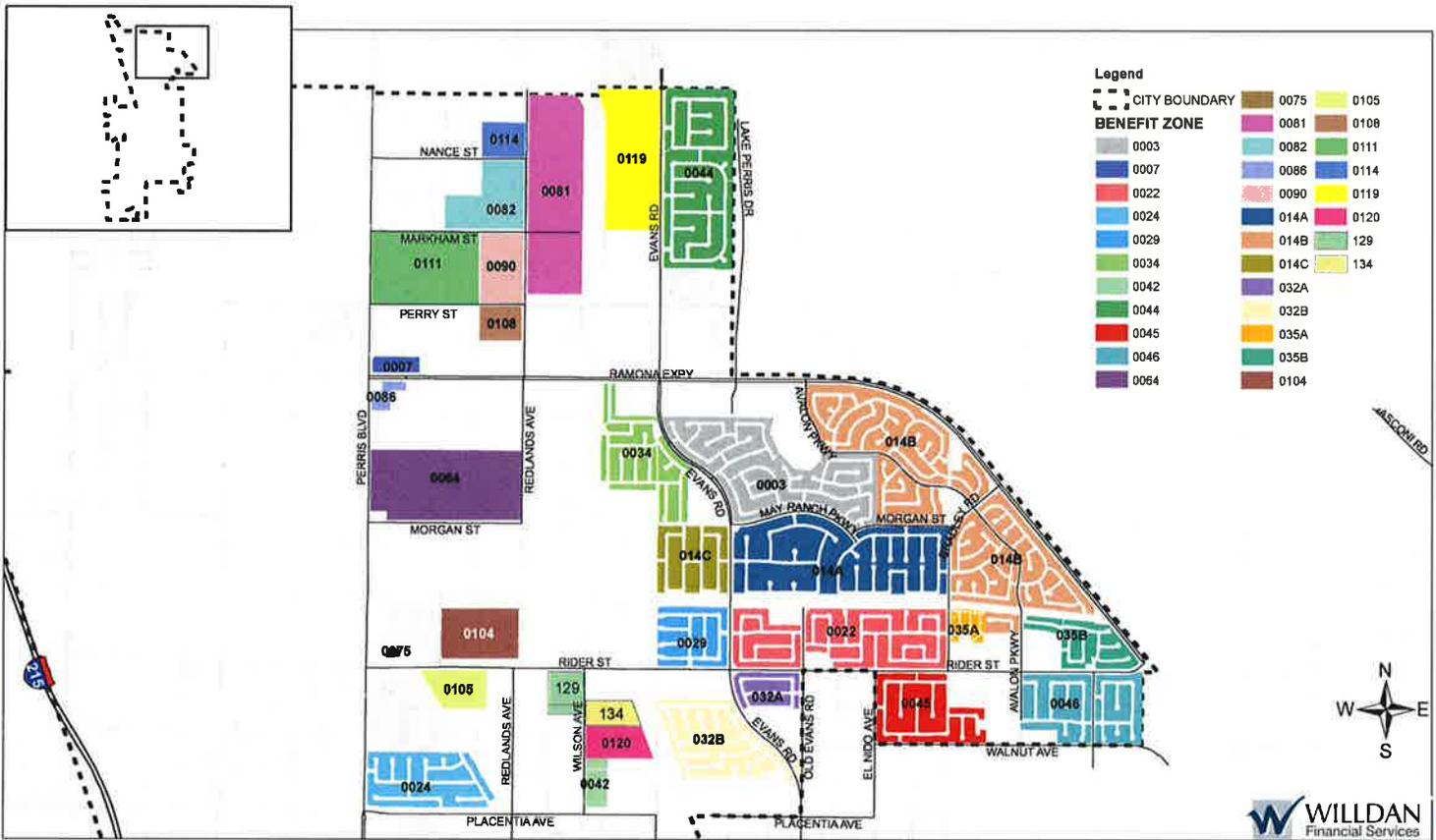
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2023/2024  
SHEET 2 OF 7**

VICINITY MAP



# DIAGRAM OF FLOOD CONTROL MAINTENANCE DISTRICT NO. 1 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA FISCAL YEAR 2023/2024 SHEET 3 OF 7

VICINITY MAP



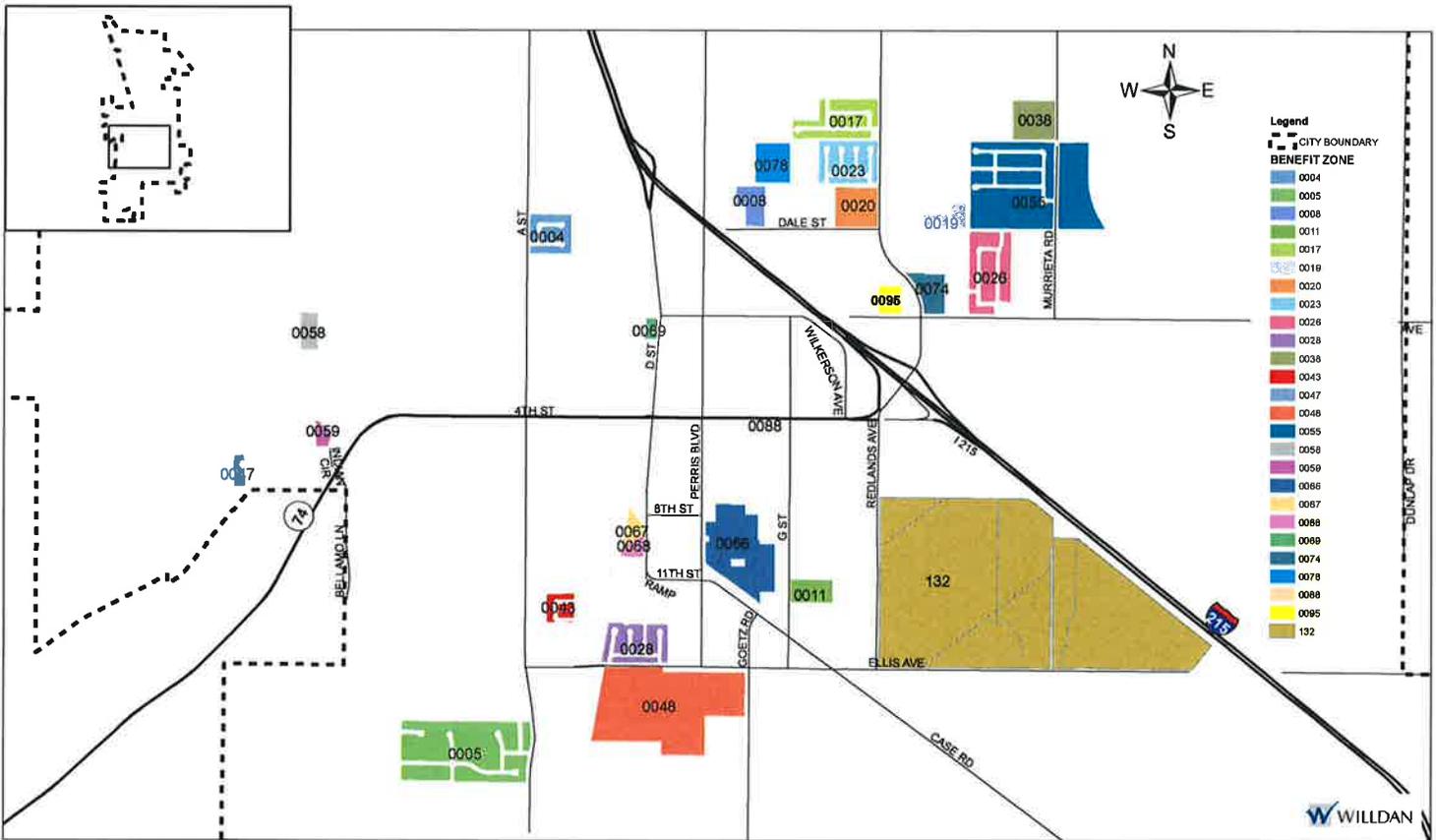
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2023/2024  
SHEET 4 OF 7**

**VICINITY MAP**



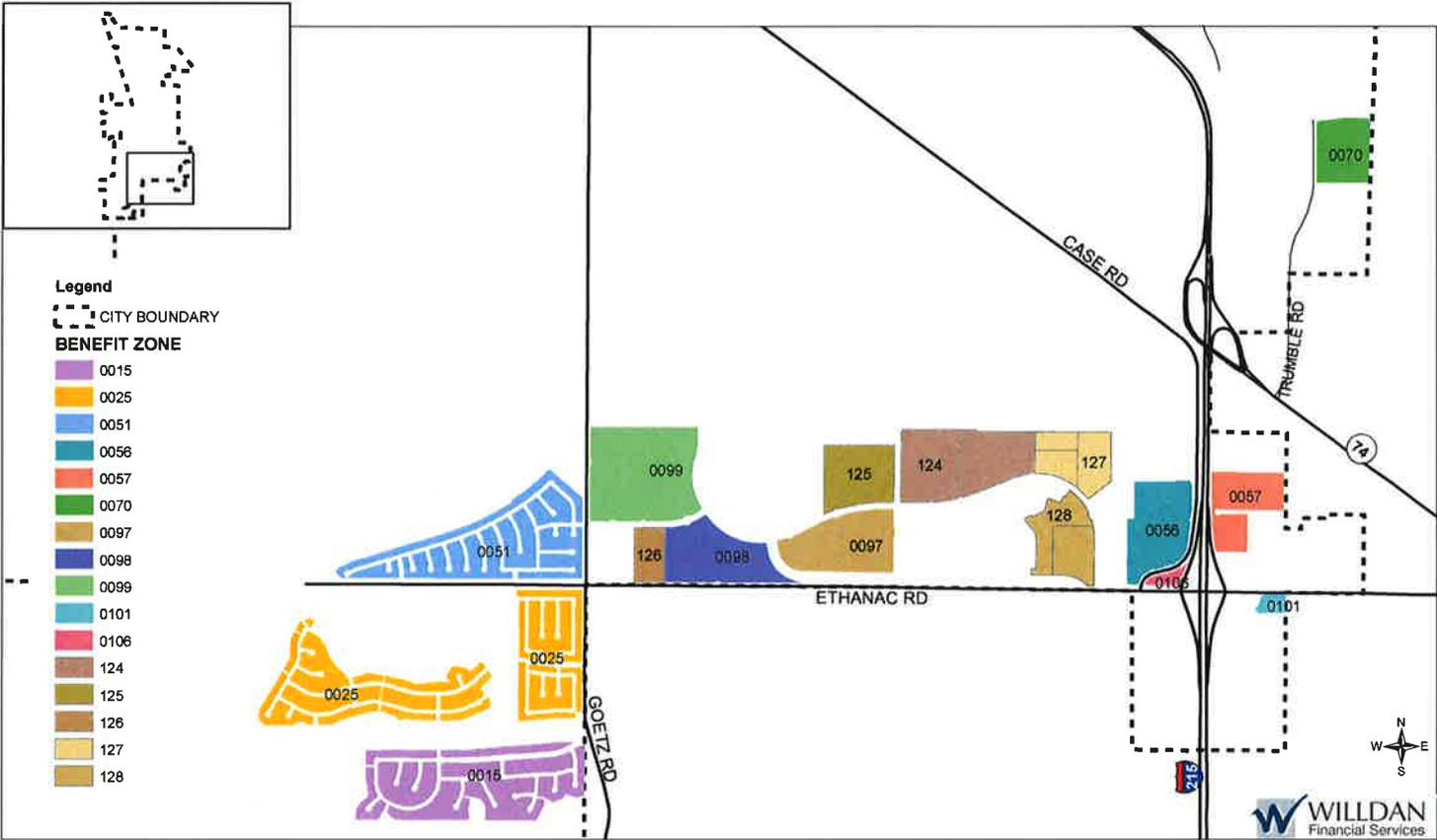
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2023/2024  
SHEET 5 OF 7**

VICINITY MAP



**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2023/2024  
SHEET 6 OF 7**

**VICINITY MAP**



**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2023/2024  
INDEX SHEET  
SHEET 7 OF 7**

ZONE	DESCRIPTION	SHEET	Assessed (Y/N)	ZONE	DESCRIPTION	SHEET	Assessed (Y/N)	ZONE	DESCRIPTION	SHEET	Assessed (Y/N)
1	TT 19893	4	N	42	PM 31743	3	N	89	CUP 14-09-0001	4	N
2	TT 20538	4	Y	43	TT 32769	5	Y	90	DPR 05-0477	3	Y
3	TT 24499	3	N	44	TT 32707/32708	3	Y	91	PM 36726	2	Y
4	TT 24715	5	N	45	TT 30780	3	Y	92	DPR 06-0140	2	Y
5	TT 24809	5	Y	46	TT 32249	3	Y	93	PM 36512/36582	2	Y
6	PM 27544	4	Y	47	TT 31912	5	N	94	PM 36678	2	Y
7	PM 26618	3	N	48	CUP 06/0158	5	Y	95	CUP 16-05189	5	Y
8	DPR 98/84	5	N	49	TT 31660	4	Y	96	PM 37055	2	Y
9	DPR 99/0174	2	N	50	TT 32428	4	Y	97	TM 36988	6	Y
10	PUP 99/0079	2	N	51	TT 31926	6	Y	98	TM 36989	6	Y
11	CUP 99-0185	5	N	52	PM 35676	2	Y	99	TM 37262	6	Y
12	CUP 98-0081	2	N	53	TT 31650/32406	4	Y	100	DPR 16-00015	2	Y
13	DPR 97/0111	2	N	54	TT 31651	4	N	101	CUP 16-05168	6	Y
14A	TT 29654/29993/29994	3	Y	55	TT 31240	5	N	102	DPR 06-0059	2	Y
14B	TT 22831	3	Y	56	PM 33266	6	Y	103	PM 37187	2	Y
14C	TT 30380	3	Y	57	PM 34082	6	Y	104	PM 35268	3	Y
15	TT 28986	6	Y	58	TT 34073	5	N	105	DPR 06-0635	3	Y
16	TT 24111	4	Y	59	DPR 05/0279	5	N	106	PM 35762	6	Y
17	TT 30382	5	Y	60	DPR 04/0314	4	Y	107	PENDING		N
18A	TT 30144	4	Y	61	PM 34199	2	Y	108	DPR 16-00013	3	Y
18B	TT 31683	4	Y	62	PENDING			109	NW PERRIS & RAMONA	2	Y
19	TT 26386	5	Y	63	PM 31677	2	Y	110	PR 17-05194	2	Y
20	DPR 98/0071	5	N	64	DPR 04/0464	3	Y	111	PM 37304	2	Y
21	TT 30751	4	Y	65	SUPERCEDED BY FC105			112	PM 37343	2	Y
22	TT 30490	3	Y	66	TT 33549	5	N	113	TR 32497	4	N
22	TT 30518	3	Y	67	DPR 10-03-0009	5	Y	114	PM 36770	3	Y
23	TT 31114	5	Y	68	DPR 10-03-0009	5	Y	115	PM 37278	2	Y
24	TT 31241	3	Y	69	DPR 07/0045	5	Y	116	DPR 19-00003	2	Y
25	TT 30662/31654	6	Y	70	AQUATICS CTR	6	Y	117	DPR 18-00006	2	Y
26	TT 31678	5	Y	71	PM 33587	2	Y	118	PM 37457	2	Y
27	TT 31226	4	Y	72	SUPERCEDED BY FC87			119	PM 36648	3	N
28	TT 31201	5	Y	73	PM 34131	4	Y	120	DPR 19-00007	3	Y
29	TT 31178	3	Y	74	CUP 12-04-0015	5	Y	121	PM 37760	4	Y
30	PENDING			75	LT 27&28, TT 24045-1	3	Y	122	DPR 07-00119	2	Y
31	TT 29425	4	Y	76	SOUTHEAST HS	4	N	123	DPR 18-00011	2	Y
32A	TT 30773	3	Y	77	TR 30850	4	Y	124	TR 37223	6	N
32B	TT 31416	3	Y	78	DPR 12-05-0013	5	Y	125	TR 37722	6	N
33	DPR 01/0123	2	Y	79	SUPERCEDED BY FC84			126	TR 37816	6	N
34	TT 32262	3	Y	80	PM 36462, PARCEL 2	2	Y	127	TR 37817	6	N
35A	TT 33227	3	N	81	PM 36469	3	Y	128	TR 37818	6	N
35B	AMND TT 22832/22833	3	Y	82	PM 36540	3	Y	129	DPR 20-00011	3	N
36	TRIPLE CRN ELEMNTY	4	Y	83	CLEARWATER ELEMNTY	4	Y	130	DPR 16-00001 (667 Nance)	2	Y
37	DPR 04/0343	2	Y	84	PM 36462, PARCEL 1	2	Y	131	CUP 09-01-0008	2	N
38	SKYVIEW ELEMNTY	5	Y	85	DPR 07-09-0018	2	Y	132	PM 37988	5	N
39	DPR 05/0192	2	Y	86	PM 37043	3	Y	133	DPR 20-00017	2	Y
40	TT 32793/33720	4	Y	87	PM 36010	2	Y	134	DPR 21-00001	3	N
41	PM 31832	2	Y	88	CUP 15-05056	5	Y				



10.F.

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** Professional Services Agreement with Action Surveys, Inc.

**REQUESTED ACTION:** Approve the professional services agreement with Action Surveys, Inc. for land surveying reviews associated to land development and the Subdivision Map Act, and land surveys and dedications associated to capital improvement projects; and authorize City Manager or her designee to execute the Agreement subject to City Attorney approval as to form.

**CONTACT:** John Pourkazemi, City Engineer

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### **BACKGROUND/DISCUSSION:**

Land Surveying services are an essential service to the City of Perris for the orderly development of the city's land use implementation, as well as the capital improvement projects that provide the needed city infrastructure for our community. Action Surveys has been providing the City of Perris with these specialized services since 2014. Their on-call contract service agreement is ending, and staff recommends an initial three-year term with two optional term extensions of one year each for the multi-year contract with Action Surveys. The multi-year contract recommendation is based on the City's best interest, to retain the specialized services of a competent, responsive, and responsible consultant to maintain a continuous/uninterrupted essential services to the City of Perris.

The total cost for the initial 3 years of this on-call contract is \$621,000.00. Staff has reviewed the schedule of fees and find it within the industry standard.

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### **BUDGET (or FISCAL) IMPACT:**

The land survey services are pass through accounts paid for by developers. For Capital improvement Projects, the approved project budget covers the required survey work as part of the design phase cost.

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Prepared by: John Pourkazemi, City Engineer

**REVIEWED BY:**

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

Assistant City Manager WB

Deputy City Manager ER

Attachments: Professional Service Agreement with Action Surveys

Consent:  X

Public Hearing:

Business Item:

Presentation:

Other:

# Attachment 1

Professional Service Agreement with Actions Surveys, Inc.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN CITY OF PERRIS AND  
ACTION SURVEYS, INC.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into this 26th day of March, 2024 by and between CITY OF PERRIS, a California municipal corporation (“**City**”) and Action Surveys, Inc., a California Corporation (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties.**”

**RECITALS**

A. Pursuant to the Perris Municipal Code, City has the authority to enter into and execute this Agreement.

B. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as **Exhibit A** and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; b) all materials used for services will be both of good quality as well as fit for the purpose intended; and, c) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.

**1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

**1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered.

City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.

**1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

**1.5 Additional Services and Compensation.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as the Perris Municipal Code ("PMC"), is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in the Contract Sum of up to ten percent (10%) of the Contract Sum or \$30,000, whichever is less, may be approved by the City Manager pursuant to Section 9.4. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

**1.6 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.

**1.7 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.

**1.8 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more,

Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

**1.9 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Six Hundred Twenty One Thousand Dollars (\$621,000.00) (“**Contract Sum**”), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

**2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City’s Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

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

**3.2 Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall

be no later than March 25, 2027 (“**Term**”). The City may, in its sole and absolute discretion, elect to extend the Term in writing by two (2) periods of one (1) year each.

**3.3 Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as **Exhibit D** and incorporated herein by this reference. Such time period(s) may be increased by the Contract Officer, provided that such increases shall not serve to extend the Term.

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

#### **ARTICLE 4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** The representative of Consultant is Gabriel Ybarra, President/CEO, [GYbarra@actionsurveysinc.com](mailto:GYbarra@actionsurveysinc.com), who is authorized to act on Consultant’s behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

**4.2 Contract Officer for City.** The Contract Officer for City is John Pourkazemi, City Engineer, [JPourkazemi@cityofperris.org](mailto:JPourkazemi@cityofperris.org). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant’s responsibility to assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

**4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the City Manager or by their delegate as provided for in writing.

**4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set

forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

**4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

**5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees and agents of City. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

(a) **Commercial General Liability Insurance.** A policy of commercial

general liability insurance, with coverage at least as broad as Insurance Services Office (“ISO”) form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general 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 Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Liability.** A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than \$1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) **Professional Liability.** Professional liability insurance appropriate to Consultant’s profession. This coverage may be written on a “claims made” basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage. Limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate.

(e) **Cyber Liability.** Cyber liability insurance appropriate to Consultant’s profession and the services hereunder, written on a per occurrence basis, with limits not less than \$1,000,000 per occurrence/loss, and \$2,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant pursuant to this Agreement and shall include, but not be limited to, claims involving: infringement of intellectual property; copyright; trademark; invasion of privacy violations; data breach; electronic information theft, loss, damage, destruction, alteration or misuse; release of private information; extortion; and, network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

(f) **Excess Liability Insurance.** Excess liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be

payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) “follow form” to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

(g) **Subcontractors.** In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, Consultant shall either: 1) include each subcontractor as insureds under its policies of insurance required herein; or, 2) Consultant shall furnish to City all documentation, required in Article 5 for Consultant, for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

## 5.2 **General Insurance Requirements.**

(a) **Proof of Insurance, Enforcement and Notice.** No work or services under this Agreement shall commence until both Consultant has provided City with insurance certificates, endorsement forms and appropriate insurance binders evidencing the above insurance coverages, as well as said documentation is approved by City. City reserves the right to inspect complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments; or, 2) City, notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant’s performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(b) **Cancellation/Amendment.** All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment) to City. In the event any of said policies of insurance are amended or cancelled, Consultant shall, five (5) business days prior to the cancellation date, submit new evidence of insurance in conformance with this Agreement to City.

(c) **Additional Insureds.** The commercial general liability policy provided for in Section 5.1(a) and the automobile liability policy provided for in Section 5.1(c) both shall name City and its elected and appointed officers, employees and agents (“**City Parties**”) as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability, and policies of insurance shall not contain any cross-liability exclusions.

(d) **Primary, Subrogation, Contribution and Coverage.** All of the above policies of insurance shall be primary insurance. The insurers for the above policies, Consultant and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution they may have against City or City Parties, and their respective insurers, and all insurance policies

required herein shall be endorsed to waive such rights. Any insurance maintained by City or City Parties will apply in excess of, and not contribute with, Consultant's insurance. If Consultant maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(e) **Limitations, Self- Insured Retention and Deductibles.** Consultant agrees that requirements of Article 5 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.3. All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City Parties, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorneys' fees, defense expenses and claims.

### **5.3 Indemnification.**

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) **Further Provisions.** The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorneys' fees, expert fees and costs of litigation.

(c) **Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

## **ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION**

**6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

**6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other

materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant 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 City.

**6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

**7.1 California Law.** This Agreement 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. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.

**7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

**7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

**7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed to City as previously stated.

**7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, 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 Consultant to insure, indemnify, and protect City as elsewhere provided herein.

**7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. 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 Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

**7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, 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.

**7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

**7.9 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 attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION**

**8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.2 Conflict of Interest.** Consultant 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 Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant 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 Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of 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 this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**8.3 Covenant Against Discrimination.** Consultant 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, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

**9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to the Contract Officer at City of Perris, 101 N. "D" Street, Perris, CA 92570, and in the case of Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

**9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

**9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. 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 prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City, provided that City's approval thereof shall only be valid if made in a manner consistent with the PMC.

**9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.

**9.7 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) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY:**  
CITY OF PERRIS, a California municipal corporation

\_\_\_\_\_  
Clara Miramontes  
City Manager

**ATTEST:**

\_\_\_\_\_  
Nancy A. Salazar, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Robert Khuu, City Attorney

**Action Surveys, Inc.:**  
A California Corporation

By: \_\_\_\_\_  
Gabriel Ybarra  
President/CEO

By: \_\_\_\_\_  
Roberto Ybarra  
Secretary/Treasurer

Address: 1045 Main Street, Suite 102  
Riverside, CA 92501

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

**EXHIBIT A**  
**SCOPE OF SERVICES**

- I. Consultant will provide on-call land surveying plan check services, as more fully detailed here:
- A. Plan Check Services
1. As requested by the City, review of land surveying documents submitted to the City by third party applicants, including: Final Maps, Final Map Certificates of Correction, Offers of Dedication, Easements, Certificates of Compliance, Lot Line Adjustments, Parcel Mergers, Street Vacations, and Miscellaneous Survey Documents.
  2. As requested by the City, provide processing and coordination direct with applicant, professional services firms, and City Departments.
  3. As requested by the City, review City's and/or third-party prepared documents for conformance with the Subdivision Map Act, Professional Land Surveyors Act, and applicable law, including, without limitation, City and County Ordinances and Standards, Project Conditions of Approval and Development Plans.
  4. Typical submittal items for review include Legal Descriptions, Plats, Maps, Preliminary Title Reports, Deeds, Easements, Closures, Historical Mapping, Non-Interference Letters, and Final Monument Bond Estimate.
- B. City's Capital Improvement Project Design Support Services and Special Projects
1. As requested by the City, Consultant shall provide field surveying services as follows: Boundary Surveys, Topographic Surveys, ALTA Surveys.
  2. As requested by the City, Consultant shall provide map preparation services as follows: Research of Historical Records, Records of Surveys, Corner Records, ALTA Surveys, Topographic Maps, Offers of Dedication, Easements, Lot Line Adjustments, Parcel Mergers, Street Vacations, and Agency Annexation, Acquisition, and Disposal of Property Legal Descriptions and Plats.
- II. **All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.**

**EXHIBIT B**  
**SPECIAL REQUIREMENTS**

**Not Applicable**

**EXHIBIT C**

**SCHEDULE OF COMPENSATION**

**I. Consultant will be compensated for Services provided under this Agreement in accordance with the schedule included here:**

**OFFICE SERVICES:**

Services of Principal	- \$200.00/hr.
Technician II	- \$132.00/hr.
Technician I	- \$124.00/hr.
Court Preparation and Testimony	- \$260.00/hr.

**FIELD SERVICES (PREVAILING):**

Three-man Survey Party	- \$416.00/hr.
Two-man Survey Party	- \$332.00/hr.
One-man Survey Party	- \$248.00/hr.

**FIELD SERVICES (CWA UNION):**

Three-man Survey Party	- \$436.00/hr.
Two-man Survey Party	- \$348.00/hr.
One-man Survey Party	- \$248.00/hr.

**MISCELLANEOUS (*To be approved in writing by client*):**

* Over-time	- 150% of Standard Hourly Rate
* Special Equipment Rental	- Cost plus 10%
* Aerial Mapping Services	- At Cost
* Other directly related expenses	- At Cost

**II. City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.**

**III. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

**EXHIBIT D**  
**SCHEDULE OF PERFORMANCE**

- I. **Consultant shall timely perform all services and deliver all work products pursuant to a schedule approved by the Contract Officer in writing.**



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** Joint Use Agreement between Southern California Edison Company and the City of Perris associated to Tract No. 36647

**REQUESTED ACTION:** That the City Council:

- 1) Approve the Joint Use Agreement between Southern California Edison Company (SCE) and the City of Perris (City); and
- 2) Authorize the City Manager or designee to execute and implement the Joint Use Agreement (Agreement), approved as to form by City Attorney.

**CONTACT:** John Pourkazemi, City Engineer

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

The Joint Use Agreement (Agreement) sets forth the terms and conditions between SCE and the City associated to Tract No. 36647. As required by the City as a Condition of Approval for Tract No. 36647, Pulte Homes (Developer) is required to widen Evans Road to ultimate conditions. As a result of the roadway widening, SCE facilities will be required to be relocated outside of the roadway section.

The Agreement is necessary to memorialize the easement rights of which SCE facilities are being relocated to. As part of the Agreement, SCE agrees to relocate their utility facilities so that Evans Road can be widened to ultimate conditions. The Agreement also indicates that once the SCE facilities are relocated, any further relocation must be paid by City.

On August 26, 2008, City Council approved a Joint Use Agreement with SCE for the initial SCE facilities relocations along Evans Road associated to Tract Nos. 32707 and 32708. This new Agreement would supersede the 2008 agreement.

Therefore, staff recommends that the City Council 1) Approve the Joint Use Agreement between Southern California Edison Company and the City of Perris; 2) Authorize the City Manager or designee to execute and implement the Joint Use Agreement (Agreement), approved as to form by City Attorney.

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**BUDGET (or FISCAL) IMPACT:**

There is no significant budget impact.

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Prepared by: John Pourkazemi, City Engineer  
Brad Brophy, Assistant City Engineer

**REVIEWED BY:**

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

Attachment: 1. Joint Use Agreement  
2. August 26, 2008 Staff Report  
3. Recorded 2008 Joint Use Agreement associated to Tract Nos. 32707 and 32708

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

# Attachment 1

Joint Use Agreement

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY  
2 INNOVATION WAY, 2<sup>ND</sup> FLOOR  
POMONA, CA 91768  
ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

V&LM File No.: JUA204217051  
Serial No.: 73461A  
Affects SCE Doc. 265274, 267841, 274378 and 275351  
Service Order: 802287924

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF PERRIS, a municipal corporation of the State of California, hereinafter called "City",

W I T N E S S E T H:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

Those certain Grant of Easements recorded December 12, 1965, as Instrument No. 118433, August 24, 1966, as Instrument No. 85630, April 19, 1967, as Instrument No. 33196, and August 2, 1967 as Instrument No. 67236 and by Joint Use Agreement recorded October 3, 2008, as Instrument No. 0538004 all of Official Records, in the Office of the County Recorders of Riverside County, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Evans Road in said City, County of Riverside, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said highway right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", and shown and designated as "area in Joint Use Agreement" on said print marked "Exhibit A".

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Perris, a municipal corporation  
Serial No.: 73461A  
V&LM FILE No.: JUA204217051

Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's easement in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way by City shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its reasonable costs incurred in complying with such notice, Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (2) reimburse Company for any reasonable costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company suffers because of any lack of or defect in City's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. Company agrees to take all prudent measures to mitigate costs associated with any relocation of its facilities. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Perris, a municipal corporation  
Serial No.: 73461A  
V&LM FILE No.: JUA204217051

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY,  
a corporation

By \_\_\_\_\_  
Yvonne Ha  
Real Estate & Facilities Sr. Specialist  
Land Management – Eastern Region  
Vegetation & Land Management

CITY OF Perris, a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Perris, a municipal corporation  
Serial No.: 73461A  
V&LM FILE No.: JUA204217051

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Perris, a municipal corporation  
Serial No.: 73461A  
V&LM FILE No.: JUA204217051

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

# Attachment 2

August 26, 2008 Staff Report

CITY COUNCIL/REDEVELOPMENT AGENCY  
AGENDA SUBMITTAL

**Meeting Date: August 26, 2008**

SUBJECT: Joint Use Agreement - SCE

REQUESTED ACTION: Approve the Agreement and Authorize City Manager to Execute

CONTACT: Habib Motlagh, City Engineer

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BACKGROUND/DISCUSSION: As conditions of approval for Tr. 32707 and Tr. 32708, Evans Road north of Ramona Expressway is required to be widened. The applicant Centex Homes has been working with SCE for the past 12 months and just received the enclosed agreement. This agreement must be signed by City in order for SCE to relocate their poles so the widening can be completed.

The agreement indicates that once these poles are relocated, any further relocation must be paid by City or adjacent property owners. The agreement also gives SCE the right to work within said easement without notice to City. The agreement as written does not favor the City, however since SCE has prior right at their existing location and the property owner gave them an easement before we can accept the new right-of-way they now request this agreement to be approved by City.

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BUDGET (or FISCAL) IMPACT: No immediate impact.

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Reviewed by:

City Attorney  
Finance Director *Ru*

Attachments:

Consent: Yes  
Public Hearing:  
Business Item:  
Other:

Recording Requested By:  
Southern California Edison Company

When Recorded Mail To:

Southern California Edison  
Company  
14799 Chestnut Street  
Westminster, Ca. 92683-5240

Attn: Title & Real Estate  
Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RP File No. RELO5138133  
Order No. 800102680  
Serial No. 67411A  
Affects SCE DOC. 267841, 274378 and 275351  
Job Order: 2384

#### JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF PERRIS, a municipal corporation of the State of California, hereinafter called "City",

#### W I T N E S S E T H:

WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

Those certain Grants of Easement in favor of Southern California Edison Company, from Louise E. Bailey, recorded December 12, 1966 as Instrument No.118433; from Margaret Hoyt Stratford, recorded April 19, 1967 as Instrument No.33196; From Edna L. Nichols, recorded August 2, 1967 as Instrument No. 67236; and from the City of Perris, a municipal corporation, all of Official Records, in the office of the Riverside County Recorder, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Evans Road, Markham Street, and Nance Street in said City, County of Riverside, State of California, hereinafter referred to as "Highway Right of Way", as shown on the print attached hereto, marked as Exhibit "B-1", "B-2", "B-3" and "B-4" and hereby made a part hereof; and

WHEREAS, said Highway Right of Way is subject and subordinate to the Company's Easement; and

WHEREAS Company's Electrical Facilities as now installed and located on said Highway Right of Way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Perris  
Serial 67411A  
RP FILE:RELO5138133  
Order No: 800102680

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The Company's electrical facilities, including but not limited to, utility poles, wires, cables and other appurtenances set forth in the Company' Easement ("Electrical Facilities"), insofar as they now lie in their current location, shall be relocated to a strip of land ("New Location"), more particularly described on the Exhibits "A-1", "A-2", "A-3" and "A-4" and more particularly shown on the Exhibits "B-1", "B-2", "B-3" and "B-4" all attached hereto and by this reference made a part hereof.

The new location is subject to a prior right of way dedication in favor of the City. As the City has not accepted said dedication, the Company will instead be granted a Grant of Easement by the owner of the property encumbered by the New Location to install, operate and maintain the Electrical Facilities in the New Location.

Company agrees to rearrange, relocate and reconstruct within said New Location, any of its Electrical Facilities heretofore or now installed pursuant to Company's easement within said Highway Right of Way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon Company's Easement, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's Easement in said New Location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said New Location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's Electrical Facilities in said New Location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

Notwithstanding the priority of City's title over the title of Company in said New Location, in the event that the future use of said Highway Right of Way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's Electrical Facilities then existing in said New Location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's Electrical Facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said New Location or any subsequent location within said highway right of way, or in the title to any easement provided by City over private

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Perris  
Serial 67411A  
RP FILE:RELO5138133  
Order No: 800102680

property, to which Company relocates its Electrical Facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its Electrical Facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its Electrical Facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said New Location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional Electrical Facilities or the alteration of existing Electrical Facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said New Location by the other party. City agrees that Company's Electrical Facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's Electrical Facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said New Location in said Highway Right of Way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's Electrical Facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON  
COMPANY, a corporation

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

Jay Glasser  
Right of Way Agent  
Real Estate Operations Division  
Corporate Real Estate Department

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Perris  
Serial 67411A  
RP FILE:RELO5138133  
Order No: 800102680

CITY OF PERRIS

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

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

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

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

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

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

State of California )

County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Perris  
Serial 67411A  
RP FILE:REL05138133  
Order No: 800102680

State of California )

County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

State of California )

County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**EXHIBIT "A-1"**  
**PUBLIC UTILITY EASEMENT**

Those portions of Parcel F of Lot 7, Parcel F of Lot 8, Parcel F of Lot 21, Parcel F of Lot 22, Lot "C" (Markham Street, formerly La Vina Boulevard, 100.00 feet in full width) and Lot "B" (Nance Street, 40.00 feet in full width) all of Unit 2 of Map of La Vina Land Co. Tract Units 1 & 2, as shown by map on file in Book 14 of Maps at pages 19 and 20 thereof, Records of Riverside County, California, located in Section 5, Township 4 South, Range 3 West, San Bernardino Meridian, said portions being described as follows:

**COMMENCING** at the northeast corner of said Section 5, said point being the intersection of the centerline of Oleander Street (20.00 feet in half width) with the centerline of Evans Road (formerly Vine Avenue, 40.00 feet in full width) of said Map of La Vina Land Co. Tract Units 1 & 2;

Thence North 89°29'22" West along said centerline of Oleander Street, a distance of 49.00 feet to the **TRUE POINT OF BEGINNING**, said point being on a line parallel with and distant westerly 49.00 feet, measured at a right angle, from said centerline of Evans Road;

Thence South 00°26'19" West along said parallel line, a distance of 2624.48 feet to a point on the centerline of said Markham Street;

Thence North 89°51'44" West along said centerline, a distance of 15.00 feet to a point on a line parallel with and distant westerly 64.00 feet, measured at a right angle, from said centerline of Evans Road, said line also being the westerly right of way line of Evans Road as dedicated to the City of Perris by Document No. 2006-0038149, recorded January 18, 2006, Official Records of Riverside County, California;

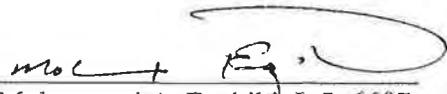
Thence North 00°26'19" East along said westerly line, a distance of 2624.58 feet to a point on said centerline of Oleander Street;

Thence South 89°29'22" East along said centerline, a distance of 15.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.90 acre, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

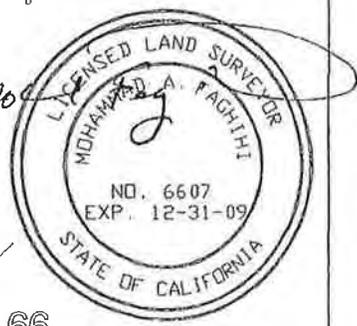
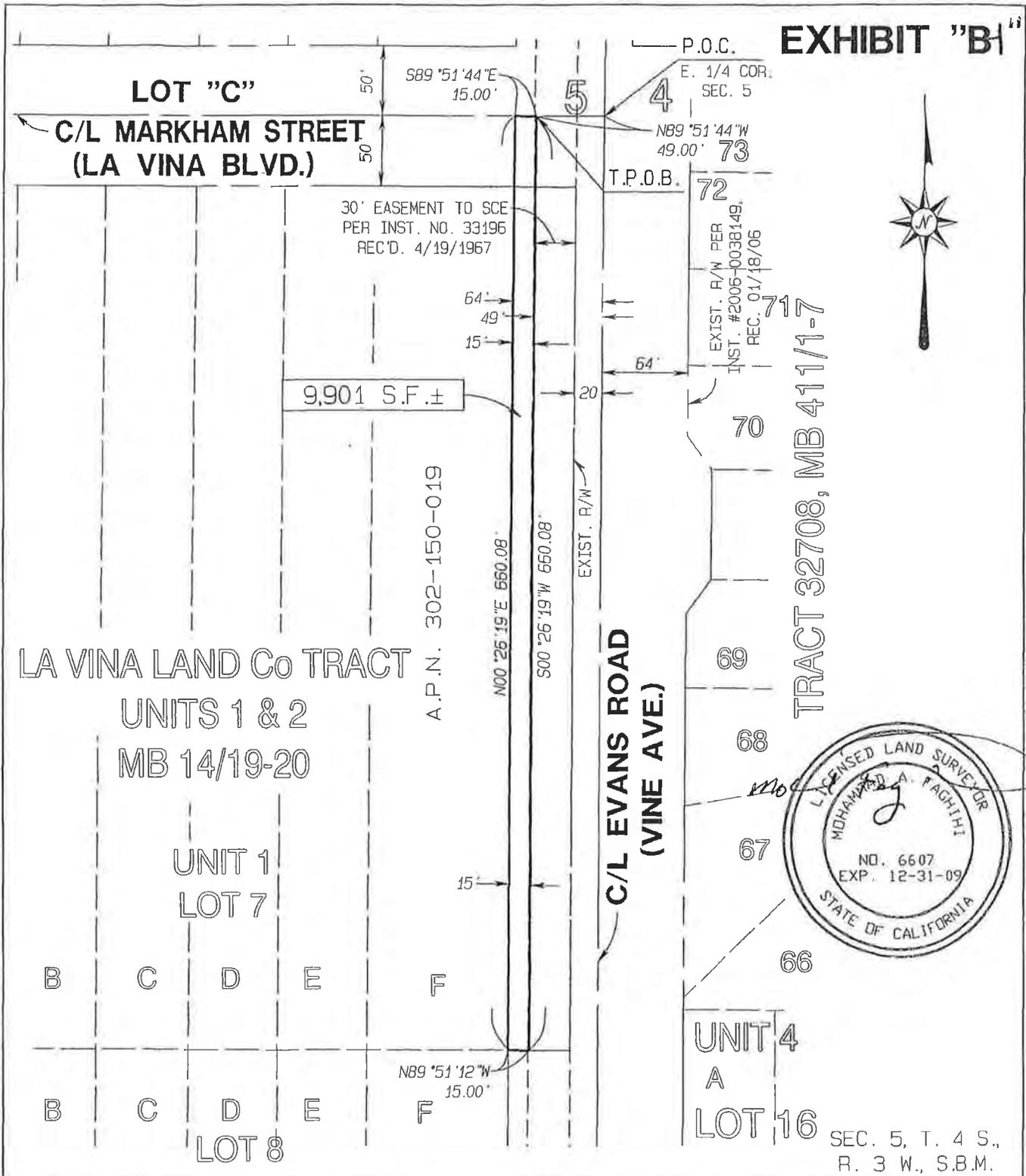
PREPARED UNDER MY SUPERVISION

  
Mohammad A. Faghhi, L.S. 6607      4/16/08  
Date



Prepared By: JA  
Checked By: JB

**EXHIBIT "B"**



ALBERT A.  
**WEBB**  
ASSOCIATES

CITY OF PERRIS, CALIFORNIA  
*Serial 67411A*

DATE PREPARED: APRIL 16, 2008 G:\2005\05-0143\SCE\Easements-REV2.pro

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

SHEET 1 OF 1

W.D.  
05-0143

SCALE: 1" = 100'  
DRWN BY *SA* DATE *4/11/08*  
CHKD BY *ML* DATE *4/16/08*

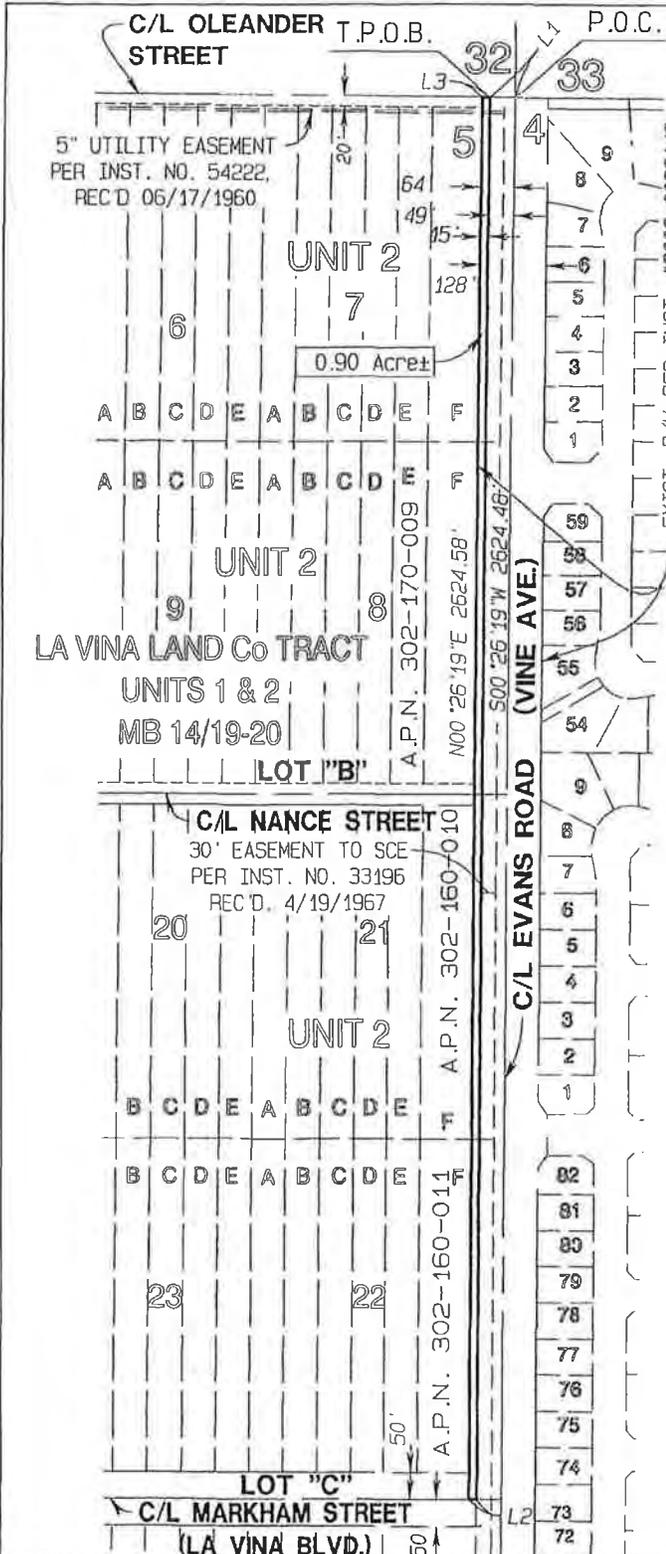
SUBJECT: PUBLIC UTILITY EASEMENT



# EXHIBIT "B2"



LINE	BEARING	DISTANCE
L1	N89°29'22"W	49.00'
L2	N89°51'44"W	15.00'
L3	S89°29'22"E	15.00'



EXIST. R/W PER INST. #2006-0038149, REC. 01/18/06

TRACT 32707, MB 418/80-83

TRACT 32708, MB 411/1-7



SEC. 5, T.4S., R.3 W., S.B.M.

ALBERT A.  
**WEBB**  
ASSOCIATES

CITY OF PERRIS, CALIFORNIA.

*Serial 67411A*

DATE PREPARED: APRIL 16, 2008 G:\2005\05-0143\SCE\Easements-REV2.pro

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

SHEET 1 OF 1 W.O. 05-0143

NO SCALE DRWN BY *SA* DATE *4/16/08* SUBJECT: PUBLIC UTILITY EASEMENT  
CHKD BY *JB* DATE *4/16/08*

**EXHIBIT "A-3"**  
**PUBLIC UTILITY EASEMENT**

That portion of Parcel F of Lot 8 of Unit 1, of Map of La Vina Land Co. Tract Units 1 & 2, as shown by map on file in Book 14 of Maps at pages 19 and 20 thereof, Records of Riverside County, California, located in Section 5, Township 4 South, Range 3 West, San Bernardino Meridian, said portion being described as follows:

**COMMENCING** at the intersection of the centerline of Perry Street (40.00 feet in full width) with the centerline of Evans Road (formerly Vine Avenue, 40.00 feet in full width) of said Map of La Vina Land Company Tract Units 1 & 2;

Thence North 00°26'19" East along said centerline of Evans Road, a distance of 403.36 feet;

Thence North 89°33'41" West, a distance of 49.00 feet to the **TRUE POINT OF BEGINNING**, said point being on a line parallel with and distant westerly 49.00 feet, measured at a right angle, from said centerline of Evans Road;

Thence North 89°33'41" West, a distance of 15.00 feet to a point on a line parallel with and distant westerly 64.00 feet, measured at a right angle, from said centerline of Evans Road, said line also being the westerly right of way line of Evans Road as dedicated to the City of Perris by Document No. 2006-0038149, recorded January 18, 2006, Official Records of Riverside County, California;

Thence North 00°26'19" East along said parallel line and along said westerly right of way line, a distance of 256.40 feet to a point on the northerly line of said Parcel F;

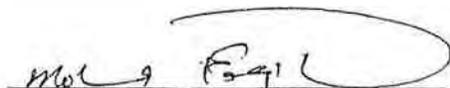
Thence South 89°51'12" East along said northerly line, a distance of 15.00 feet to a point on said parallel line distant westerly 49.00 feet, measured at a right angle, from said centerline of Evans Road;

Thence South 00°26'19" West along said parallel line, a distance of 256.48 feet to the **TRUE POINT OF BEGINNING**.

Containing 3,847 square feet, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION

  
Mohammad A. Faghihi, L.S. 6607

4/16/08  
Date



Prepared By: JA  
Checked By: JB



**EXHIBIT "A-4"**  
**PUBLIC UTILITY EASEMENT**

Those portions of Parcel A of Lot 16 and Lot "H" (Evans Road, formerly Murrieta Road, 20.00 feet in half width), of Unit 4 of Map of La Vina Land Co. Tract Units 3, 4, 5, & 6, as shown by map on file in Book 15 of Maps at pages 18 and 19 thereof, Records of Riverside County, California, **together with** those portions of Parcel F of Lot 8 and Lot "G" (Evans Road, formerly Vine Avenue, 20.00 feet in half width) of Unit 1, of Map of La Vina Land Co. Tract Units 1 & 2, as shown by map on file in Book 14 of Maps at pages 19 and 20 thereof, Records of Riverside County, California located in Sections 4 and 5, Township 4 South, Range 3 West, San Bernardino Meridian, said portions being described as follows:

**COMMENCING** at the intersection of the centerline of Perry Street (40.00 feet in full width) of said Map of La Vina Land Co. Tract Units 3, 4, 5, & 6, with the centerline of said Evans Road;

Thence North  $00^{\circ}26'19''$  East along said centerline of Evans Road, a distance of 403.36 feet to the **TRUE POINT OF BEGINNING**;

Thence North  $89^{\circ}33'41''$  West a distance of 49.00 feet to a point on a line parallel with and distant westerly 49.00 feet, measured at a right angle, from said centerline of Evans Road;

Thence North  $00^{\circ}26'19''$  East along said parallel line, a distance of 10.00 feet;

Thence South  $89^{\circ}33'41''$  East, a distance of 113.00 feet to a point on a line parallel with and distant easterly 64.00 feet, measured at a right angle, from said centerline of Evans Road, said line also being the easterly right of way line of Evans Road as dedicated to the City of Perris by Document No. 2006-0038149, recorded January 18, 2006, Official Records of Riverside County, California;

Thence South  $00^{\circ}26'19''$  West along said easterly right of way line, a distance of 10.00 feet;

Thence North  $89^{\circ}33'41''$  West, a distance of 64.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,130 square feet, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION

  
Mohammad A. Faghihi, L.S. 6607

4/16/08  
Date



Prepared By: JA  
Checked By: JB

**EXHIBIT "B-4"**

TRACT 32708, MB 411/1-7

66 | 65 | 64 | 63 | 62



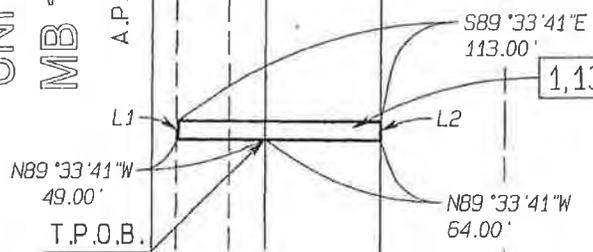
LA VINA LAND Co TRACT  
UNITS 4, 5 & 6  
MB 15/18-19

LA VINA LAND Co TRACT  
UNITS 1 & 2  
MB 14/19-20  
A.P.N. 302-150-014

LOT "G" (VINE AVE.)  
LOT "H" (MURRIETA RD.)

LINE	BEARING	DISTANCE
L1	N00°26'19"E	10.00'
L2	S00°26'19"W	10.00'

1,130 S.F. ±



UNIT 1  
LOT 8

EXIST. R/W PER  
INST. #2005-0038149,  
REC. 01/18/06

C/L EVANS ROAD  
N00°26'19"E 403.36'

EXIST. R/W PER  
INST. #2005-0038149,  
REC. 01/18/06

UNIT 4  
LOT 16



30' EASEMENT TO SCE  
PER INST. NO. 33196  
REC'D. 4/19/1967

A.P.N. 302-200-020

P.O.C.

C/L PERRY STREET

SEC. 4 & 5, T.4S.,  
R.3W., S.B.M.

ALBERT A.  
**WEBB**  
ASSOCIATES

CITY OF PERRIS, CALIFORNIA  
Serial 67411A

DATE PREPARED: APRIL 16, 2008      G:\2005\05-0143\SCE\Easements-REV2.pro

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

SHEET 1 OF 1

W.O.  
05-0143

SCALE: 1" = 100'

DRWN BY SA DATE 4/16/08  
CHKD BY TB DATE 4/16/08

SUBJECT: PUBLIC UTILITY EASEMENT

# Attachment 3

Recorded 2008 Joint Use Agreement Associated to Tract Nos. 32707 and  
32708

4Hm  
Recording Requested By:  
Southern California Edison Company

When Recorded Mail To:  
Southern California Edison  
Company  
14799 Chestnut Street  
Westminster, Ca. 92683-5240

Attn: Title & Real Estate  
Services

DOC # 2008-0538004

10/03/2008 08:00A Fee:39.00

Page 1 of 11

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM	
							T:	CTY	UNI	006

RP File No. REL05138133  
Order No. 800102680  
Serial No. 67411A  
Affects SCE DOC. 267841, 274378 and 275351  
Job Order: 2384

39



#### JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of August, 2008, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF PERRIS, a municipal corporation of the State of California, hereinafter called "City",

#### WITNESSETH:

WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

Those certain Grants of Easement in favor of Southern California Edison Company, from Louise E. Bailey, recorded December 12, 1966 as Instrument No.118433; from Margaret Hoyt Stratford, recorded April 19, 1967 as Instrument No.33196; From Edna L. Nichols, recorded August 2, 1967 as Instrument No. 67236; and from the City of Perris, a municipal corporation, all of Official Records, in the office of the Riverside County Recorder, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Evans Road, Markham Street, and Nance Street in said City, County of Riverside, State of California, hereinafter referred to as "Highway Right of Way", as shown on the print attached hereto, marked as Exhibit "B-1", "B-2", "B-3" and "B-4" and hereby made a part hereof; and

WHEREAS, said Highway Right of Way is subject and subordinate to the Company's Easement; and

WHEREAS Company's Electrical Facilities as now installed and located on said Highway Right of Way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

JOINT USE AGREEMENT

S.C.E. Co., a corp., to  
The City of Perris  
Serial 67411A  
RP FILE:RELO5138133  
Order No: 800102680

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The Company's electrical facilities, including but not limited to, utility poles, wires, cables and other appurtenances set forth in the Company' Easement ("Electrical Facilities"), insofar as they now lie in their current location, shall be relocated to a strip of land ("New Location"), more particularly described on the Exhibits "A-1", "A-2", "A-3" and "A-4" and more particularly shown on the Exhibits "B-1", "B-2", "B-3" and "B-4" all attached hereto and by this reference made a part hereof.

The new location is subject to a prior right of way dedication in favor of the City. As the City has not accepted said dedication, the Company will instead be granted a Grant of Easement by the owner of the property encumbered by the New Location to install, operate and maintain the Electrical Facilities in the New Location.

Company agrees to rearrange, relocate and reconstruct within said New Location, any of its Electrical Facilities heretofore or now installed pursuant to Company's easement within said Highway Right of Way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon Company's Easement, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's Easement in said New Location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said New Location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's Electrical Facilities in said New Location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

Notwithstanding the priority of City's title over the title of Company in said New Location, in the event that the future use of said Highway Right of Way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's Electrical Facilities then existing in said New Location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's Electrical Facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said New Location or any subsequent location within said highway right of way, or in the title to any easement provided by City over private

JOINT USE AGREEMENT

S.C.E. Co., a corp., to  
The City of Perris  
Serial 67411A  
RP FILE:RELO5138133  
Order No: 800102680

property, to which Company relocates its Electrical Facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its Electrical Facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its Electrical Facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said New Location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional Electrical Facilities or the alteration of existing Electrical Facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said New Location by the other party. City agrees that Company's Electrical Facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's Electrical Facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said New Location in said Highway Right of Way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's Electrical Facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON  
COMPANY, a corporation

By: 

Jay Glasser  
Right of Way Agent  
Real Estate Operations Division  
Corporate Real Estate Department

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Perris  
Serial 67411A  
RP FILE:REL05138133  
Order No: 800102680



ATTEST: Judy L. Haughney  
Name : Judy L. Haughney  
Title : City Clerk

CITY OF PERRIS  
By: Richard Belmudez  
Name: Richard Belmudez  
Title: City Manager  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of California )  
County of RIVERSIDE )

On SEPTEMBER 17, 2008 before me, CAROL J. BROWN, a Notary Public, personally appeared JAY K. GLASSER, 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 Carol J. Brown



JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Perris  
Serial 67411A  
RP FILE:REL05138133  
Order No: 800102680

State of California )

County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

State of California )

County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**EXHIBIT "A2"**  
**PUBLIC UTILITY EASEMENT**

Those portions of Parcel F of Lot 7 and Lot "C" (Markham Street, formerly La Vina Boulevard, 100.00 feet in full width) of Unit 1, of Map of La Vina Land Co. Tract Units 1 & 2, as shown by map on file in Book 14 of Maps at pages 19 and 20 thereof, Records of Riverside County, California, located in Section 5, Township 4 South, Range 3 West, San Bernardino Meridian, said portion being described as follows:

**COMMENCING** at the east quarter corner of said Section 5, said corner being the intersection of the centerline of said Markham Street with the centerline of Evans Road (formerly Vine Avenue, 40.00 feet in full width) of said Map of La Vina Land Co. Tract Units 1 & 2;

Thence North 89°51'44" West along said centerline of Markham Street, a distance of 49.00 feet to the **TRUE POINT OF BEGINNING**, said point being on a line parallel with and distant westerly 49.00 feet, measured at a right angle, from said centerline of Evans Road;

Thence South 00°26'19" West along said parallel line, a distance of 660.08 feet to the southerly line of said Parcel F;

Thence North 89°51'12" West along said southerly line, a distance of 15.00 feet to a point on a line parallel with and distant westerly 64.00 feet, measured at a right angle, from said centerline of Evans Road;

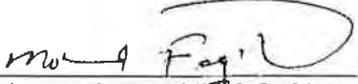
Thence North 00°26'19" East along said parallel line, a distance of 660.08 feet to a point on said centerline of Markham Street;

Thence South 89°51'44" East along said centerline of Markham Street, a distance of 15.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 9,901 square feet, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

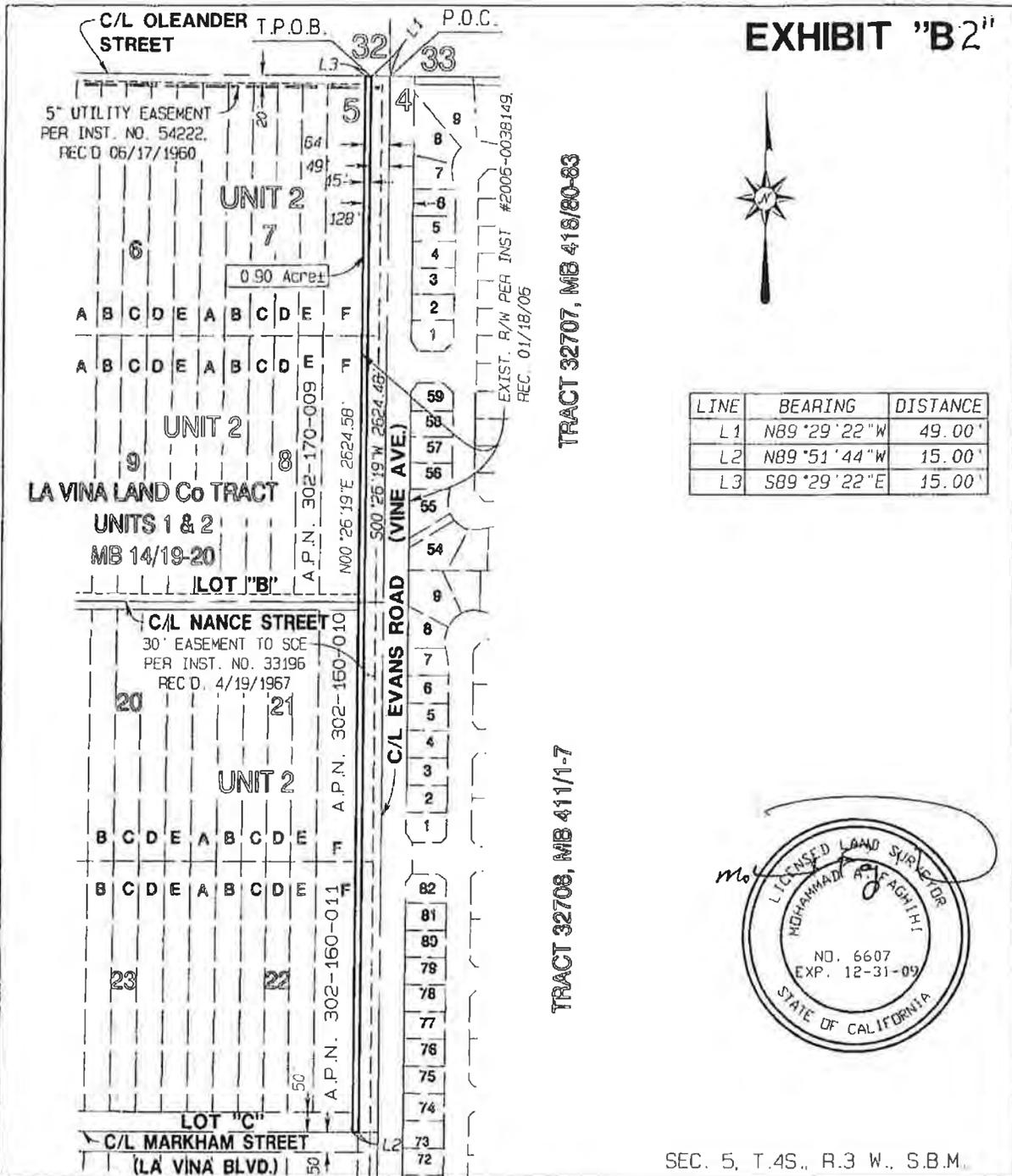
PREPARED UNDER MY SUPERVISION

  
Mohammad A. Faghhi, L.S. 6607

4/16/08  
Date



Prepared By: SA  
Checked By: JLB



**EXHIBIT "B2"**



LINE	BEARING	DISTANCE
L1	N89°29'22"W	49.00'
L2	N89°51'44"W	15.00'
L3	S89°29'22"E	15.00'



SEC. 5, T.4S., R.3 W., S.B.M.

<b>ALBERT A. WEBB ASSOCIATES</b>		<b>CITY OF PERRIS, CALIFORNIA</b> <i>Serra 167411A</i>	
DATE PREPARED: APRIL 16, 2008		G:\2005\05-0143\SCE\Easements-REV2.pro	
THIS PLAN IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION		SHEET <u>1</u> OF <u>1</u>	W.O. 05-0143
NO SCALE	DRWN BY <i>SA</i> DATE <i>4/16/08</i> CHKD BY <i>JB</i> DATE <i>4/16/08</i>	SUBJECT: PUBLIC UTILITY EASEMENT	

**EXHIBIT "A-3"**  
**PUBLIC UTILITY EASEMENT**

That portion of Parcel F of Lot 8 of Unit 1, of Map of La Vina Land Co. Tract Units 1 & 2, as shown by map on file in Book 14 of Maps at pages 19 and 20 thereof, Records of Riverside County, California, located in Section 5, Township 4 South, Range 3 West, San Bernardino Meridian, said portion being described as follows:

**COMMENCING** at the intersection of the centerline of Perry Street (40.00 feet in full width) with the centerline of Evans Road (formerly Vine Avenue, 40.00 feet in full width) of said Map of La Vina Land Company Tract Units 1 & 2;

Thence North 00°26'19" East along said centerline of Evans Road, a distance of 403.36 feet;

Thence North 89°33'41" West, a distance of 49.00 feet to the **TRUE POINT OF BEGINNING**, said point being on a line parallel with and distant westerly 49.00 feet, measured at a right angle, from said centerline of Evans Road;

Thence North 89°33'41" West, a distance of 15.00 feet to a point on a line parallel with and distant westerly 64.00 feet, measured at a right angle, from said centerline of Evans Road, said line also being the westerly right of way line of Evans Road as dedicated to the City of Perris by Document No. 2006-0038149, recorded January 18, 2006, Official Records of Riverside County, California;

Thence North 00°26'19" East along said parallel line and along said westerly right of way line, a distance of 256.40 feet to a point on the northerly line of said Parcel F;

Thence South 89°51'12" East along said northerly line, a distance of 15.00 feet to a point on said parallel line distant westerly 49.00 feet, measured at a right angle, from said centerline of Evans Road;

Thence South 00°26'19" West along said parallel line, a distance of 256.48 feet to the **TRUE POINT OF BEGINNING**.

Containing 3,847 square feet, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION

  
Mohammad A. Faghihi, L.S. 6607

4/16/08  
Date



Prepared By: JA  
Checked By: JOB



**EXHIBIT "A-4"**  
**PUBLIC UTILITY EASEMENT**

Those portions of Parcel A of Lot 16 and Lot "H" (Evans Road, formerly Murrieta Road, 20.00 feet in half width), of Unit 4 of Map of La Vina Land Co. Tract Units 3, 4, 5, & 6, as shown by map on file in Book 15 of Maps at pages 18 and 19 thereof, Records of Riverside County, California, **together with** those portions of Parcel F of Lot 8 and Lot "G" (Evans Road, formerly Vine Avenue, 20.00 feet in half width) of Unit 1, of Map of La Vina Land Co. Tract Units 1 & 2, as shown by map on file in Book 14 of Maps at pages 19 and 20 thereof, Records of Riverside County, California located in Sections 4 and 5, Township 4 South, Range 3 West, San Bernardino Meridian, said portions being described as follows:

**COMMENCING** at the intersection of the centerline of Perry Street (40.00 feet in full width) of said Map of La Vina Land Co. Tract Units 3, 4, 5, & 6, with the centerline of said Evans Road;

Thence North 00°26'19" East along said centerline of Evans Road, a distance of 403.36 feet to the **TRUE POINT OF BEGINNING**;

Thence North 89°33'41" West a distance of 49.00 feet to a point on a line parallel with and distant westerly 49.00 feet, measured at a right angle, from said centerline of Evans Road;

Thence North 00°26'19" East along said parallel line, a distance of 10.00 feet;

Thence South 89°33'41" East, a distance of 113.00 feet to a point on a line parallel with and distant easterly 64.00 feet, measured at a right angle, from said centerline of Evans Road, said line also being the easterly right of way line of Evans Road as dedicated to the City of Perris by Document No. 2006-0038149, recorded January 18, 2006, Official Records of Riverside County, California;

Thence South 00°26'19" West along said easterly right of way line, a distance of 10.00 feet;

Thence North 89°33'41" West, a distance of 64.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,130 square feet, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

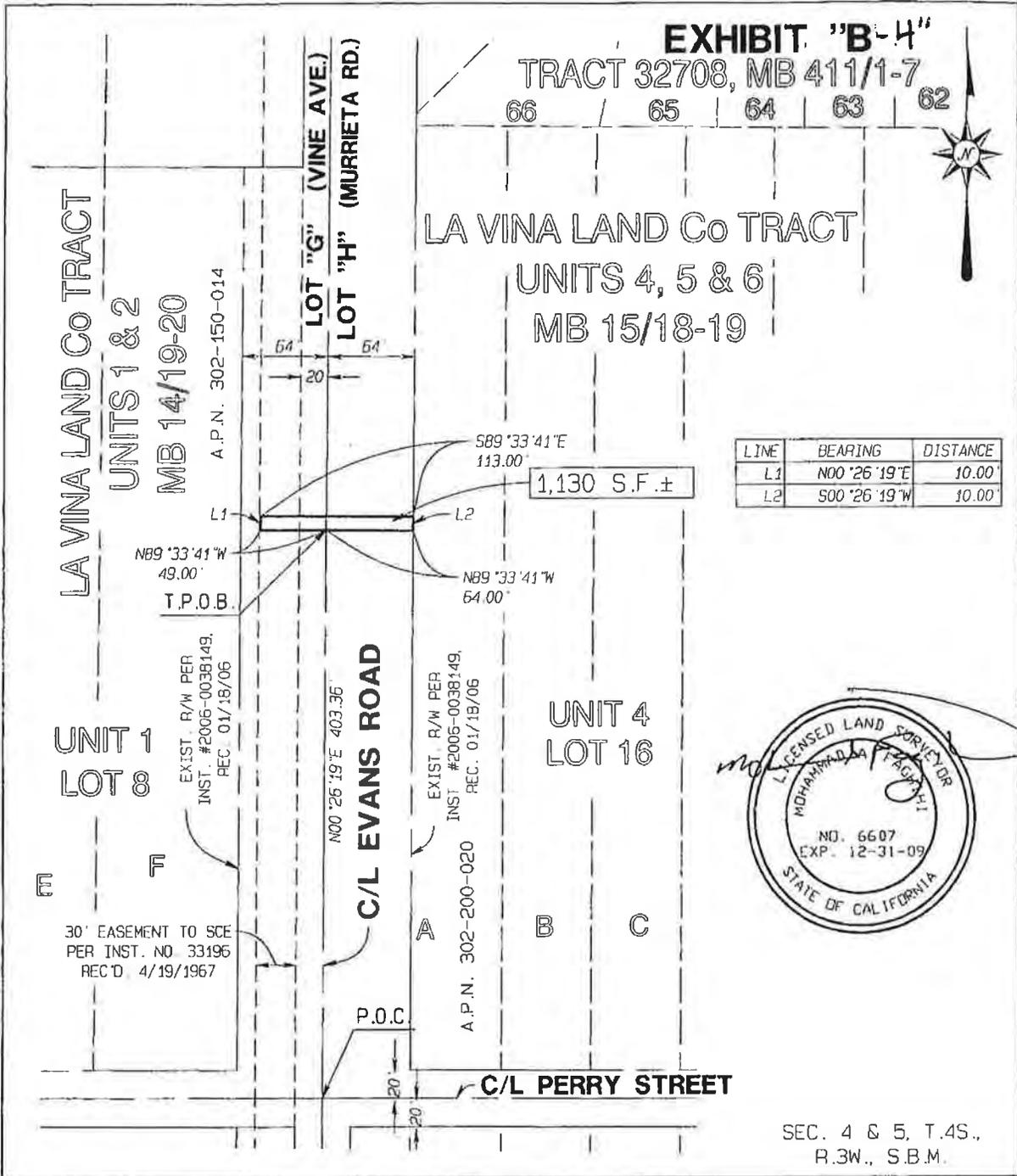
PREPARED UNDER MY SUPERVISION

  
Mohammad A. Faghhi, L.S. 6607

4/16/08  
Date



Prepared By: JA  
Checked By: JL



<p>ALBERT A. <b>WEBB</b> ASSOCIATES</p>	<p>CITY OF PERRIS, CALIFORNIA Serial 67411A</p>	
<p>DATE PREPARED: APRIL 16, 2008      G:\2005\05-0143\SCE\Easements-REV2.pro</p>		
<p>THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.</p>	<p>SHEET <u>1</u> OF <u>1</u>      W.D. 05-0143</p>	
<p>SCALE: 1" = 100'</p>	<p>DRWN BY <u>JA</u>      DATE <u>4/16/08</u> CHKD BY <u>JB</u>      DATE <u>4/16/08</u></p>	<p>SUBJECT: PUBLIC UTILITY EASEMENT</p>



# CITY OF PERRIS

10.H.

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** Cooperative Agreement between Riverside County Flood Control and Water Conservation District, the County of Riverside, the City of Perris, and BRPLD LLC associated to Tract Maps Nos. 31659 and 32041-1

**REQUESTED ACTION:** That the City Council:

- 1) Approve the Cooperative Agreement between Riverside County Flood Control and Water Conservation District (District), County of Riverside (County), City of Perris (City), and BRPLD LLC (Developer); and
- 2) Authorize the City Manager or designee to execute the Cooperative Agreement (Agreement), approved as to form by City Attorney.

**CONTACT:** John Pourkazemi, City Engineer

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### BACKGROUND/DISCUSSION:

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain District facilities, required by City of Perris (Perris) as a Condition of Approval for Tract Map Nos. 31659 and 32041-1 (Project), are to be constructed by BRPLD LLC (Developer) and inspected, operated, and maintained by District and City.

The Agreement is necessary to formalize the transfer of necessary rights-of-way and to provide for District construction inspection and subsequent operation and maintenance of storm drain facilities associated with the Project.

Upon completion of construction of the drainage improvements by Developer, District will assume ownership and will be responsible for the operation and maintenance of the storm drain pipes that are greater than 36 inches in diameter, concrete headwalls, double-drive gates, drainage aprons, turn-arounds, concrete pads, slope protection barriers, and fencing (District Facilities). The City will assume ownership and will be responsible for the operation and maintenance of certain inlets, outlets, water quality basins, basins outlet structures, junction structures, manholes, catch basins, and storm drain pipes that are 36 inches in diameter or less within City right-of-way (City Facilities).

City will assume ownership, operation, and maintenance responsibilities of District Facilities on an interim basis until District accepts the constructed District Facilities as fully functioning and that the downstream Line R Stage 1, downstream Line AJ Stage 1, and the ultimate Perris Valley MDP Line A-H facility as being complete.

Therefore, staff recommends that the City Council 1) Approve the Cooperative Agreement between Riverside County Flood Control and Water Conservation District (District), County of Riverside (County), City of Perris (City), and BRPLD LLC (Developer); and 2) Authorize the City Manager to execute the Cooperative Agreement (Agreement), approved as to form by City Attorney.

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**BUDGET (or FISCAL) IMPACT:**

There is no significant budget impact.

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Prepared by: John Pourkazemi, City Engineer  
Brad Brophy, Assistant City Engineer

**REVIEWED BY:**

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

Attachment: 1. Cooperative Agreement  
2. Tract Map No. 31659 Exhibit B (District Facility Locations)  
3. Tract Map No. 31659 Exhibit D (Proposed Rights-of-Way)  
4. Tract Map No. 32041-1 Exhibit B (District Facility Locations)  
5. Tract Map No. 32041-1 Exhibit D (Proposed Rights-Of-Way)

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

# Attachment 1

Cooperative Agreement

COOPERATIVE AGREEMENT  
 Perris Valley MDP Line R, Stage 2  
 Perris Valley MDP Line R, Stage 3  
 Perris Valley – Dunlap Drive Storm Drain, Stage 1  
 Perris Valley MDP Line A-J, Stage 2  
 Project Nos. 4-0-00514, 4-0-00551 and 4-0-00279  
 Tract Map Nos. 31659 and 32041-1

This Cooperative Agreement ("Agreement"), dated as of \_\_\_\_\_, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department ("COUNTY"), the City of Perris, a municipal corporation ("CITY"), and BRPLD LLC, a Delaware limited liability company ("DEVELOPER"). DISTRICT, COUNTY, CITY and DEVELOPER are individually referred to herein as "Party" and collectively referred to herein as the "Parties". The Parties hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. DEVELOPER has submitted for approval Tract Map Nos. 31659 and 32041-1 located in the city of Perris. As a condition of approval, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for the development; and

B. The legal description of Tract Map Nos. 31659 and 32041-1 are provided in Exhibit "A", attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements related to Tract Map Nos. 31659 and 32041-1, as shown in concept on Exhibit "B", attached hereto and made a part hereof, include the construction of:

- (i) Perris Valley Master Drainage Plan Line R, Stage 2 ("LINE R STAGE 2"): approximately 745 lineal feet of 8'W x 4'H double reinforced concrete box ("RCB") and its associated structures as shown in concept in blue on Exhibit "B". At its downstream terminus, LINE R STAGE 2 will connect to DISTRICT's Perris Valley MDP Line R, Stage 1 ("LINE R STAGE 1") as shown on DISTRICT's Drawing No. 4-0988. At its upstream terminus, LINE R STAGE 2 will connect to the proposed Perris Valley Line R, Stage 3 facility.
- (ii) Perris Valley Master Drainage Plan Line R, Stage 3 ("LINE R STAGE 3"): approximately 20 lineal feet of 8'W x 4'H double RCB, approximately 1,188 lineal feet of 6'W x 4'H double RCB, approximately 45 lineal feet of 12'W x 4'H RCB including its associated structures as shown in concept on Exhibit "B" in blue. At its downstream terminus, LINE R STAGE 3 will connect to the proposed LINE R STAGE 2 facility. At its upstream terminus, LINE R STAGE 3 terminates with a concrete bulkhead for future extension.
- (iii) Perris Valley – Dunlap Drive Storm Drain, Stage 1 ("DUNLAP STORM DRAIN"): approximately 46 lineal feet of 8'W x 4'H RCB, approximately 1,185 lineal feet of 8'W x 4.6'H rectangular channel, concrete v-ditches, maintenance ramp and its associated structures as shown in green on concept in Exhibit "B". At its downstream terminus, DUNLAP STORM DRAIN will connect to the proposed

LINE R STAGE 3. At its upstream terminus, DUNLAP STORM DRAIN terminates with a concrete bulkhead for future extension.

(iv) Perris Valley Master Drainage Plan Line A-J, Stage 2 ("LINE A-J STAGE 2"): approximately 41 lineal feet of 16.6'W x 5'H rectangular channel, approximately 613 lineal feet of 8'W x 5'H RCB including its associated structures and vehicular turn around as shown in red on concept in Exhibit "B". At its downstream terminus LINE A-J STAGE 2 will connect to the existing Perris Valley Master Drainage Plan – Line A-J, Stage 1 ("LINE A-J STAGE 1") facility as shown on DISTRICT's Drawing No. 4-1077. At its upstream terminus, LINE A-J STAGE 2 terminates with a concrete bulkhead for future extension.

(v) All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including, but not limited to, concrete headwalls, double-drive gates, drainage aprons, turn-arounds, concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor and are subject to DISTRICT's inspection and approval.

D. Together, LINE R STAGE 2, LINE R STAGE 3, DUNLAP STORM DRAIN, LINE A-J STAGE 2 and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and

E. All Parties recognize and acknowledge that LINE R STAGE 2, LINE R STAGE 3 and DUNLAP STORM DRAIN will not become a fully functioning flood control

drainage system until such time that LINE R STAGE 1 is accepted by DISTRICT for ownership, operation and maintenance.

F. All Parties recognize and acknowledge that LINE A-J STAGE 2 will not become fully functioning flood control drainage systems until such time that LINE A-J STAGE 1 is accepted by DISTRICT for ownership, operation and maintenance; and

G. All Parties recognize and acknowledge that DISTRICT will not accept LINE R STAGE 2, LINE R STAGE 3, DUNLAP STORM DRAIN and LINE A-J STAGE 2 for operation and maintenance until the ultimate Perris Valley MDP Line A-H facility is constructed and accepted by DISTRICT for ownership, operation and maintenance; and

H. LINE R STAGE 2, LINE R STAGE 3 and LINE A-J STAGE 2 are identified in DISTRICT's Perris Valley Master Drainage Plan ("MDP"); and

I. Associated with the construction of DISTRICT FACILITIES is the construction of concrete drop inlets at the upstream end of LINE R STAGE 3 and LINE A-J STAGE 2, each located within COUNTY right of way and hereinafter called "COUNTY FACILITIES".

J. Associated with the construction of LINE R STAGE 2 and LINE R STAGE 3 is the construction of certain inlets, outlets, water quality basins, basin outlet structures, transition structures, junction structures, curbs and gutters, manholes, catch basins and various lateral storm drains within CITY right of way that are thirty-six inches (36") or less in diameter, hereinafter called "CITY FACILITIES".

K. CITY is willing to assume ownership, operation and maintenance responsibilities of DISTRICT FACILITIES on an interim basis as set forth herein, with the recognition and understanding that DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance is entirely dependent upon: (i) DISTRICT acceptance

of LINE R STAGE 1, LINE A-J STAGE 1 and the ultimate Perris Valley MDP Line A-H facility as being complete, (ii) DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, (iii) DISTRICT FACILITIES being constructed in accordance with plans and specifications approved by DISTRICT and as set forth herein, (iv) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition and (v) DISTRICT FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT; and

L. Together, DISTRICT FACILITIES, COUNTY FACILITIES and CITY FACILITIES are hereinafter called ("PROJECT"); and

M. DEVELOPER, COUNTY and CITY desire DISTRICT to ultimately accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES; and

N. DEVELOPER, DISTRICT and CITY desire COUNTY to accept ownership and responsibility for the operation and maintenance of COUNTY FACILITIES; and

O. DEVELOPER, DISTRICT and COUNTY desire CITY to accept ownership and responsibility for the operation and maintenance of CITY FACILITIES. Additionally, it is mutually understood and agreed that CITY shall assume ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES as set forth herein. Therefore, CITY must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect the construction of PROJECT; and

P. DISTRICT is willing to ultimately accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER performs all

of the following: (i) complies with this Agreement, (ii) prepares PROJECT plans in accordance with DISTRICT and CITY approved plans and specifications and this Agreement, (iii) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications and this Agreement, (iv) obtains and conveys to DISTRICT and CITY the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES and CITY FACILITIES and (v) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as CITY accepts ownership and responsibility for the operation and maintenance of both DISTRICT FACILITIES and CITY FACILITIES; and

Q. CITY is willing to (i) review and approve, in conjunction with DISTRICT, DEVELOPER's plans and specifications for PROJECT, (ii) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT FACILITIES and CITY for CITY FACILITIES, (iii) inspect the construction of PROJECT, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way, (v) accept ownership and responsibility for the operation and maintenance of CITY FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY, (vi) assume ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES as set forth herein, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY and (vii) ultimately conveys to DISTRICT the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein.

R. COUNTY is willing to (i) review and approve, in conjunction with DISTRICT, DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way and (iv) accept ownership and responsibility for the operation and maintenance of COUNTY FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and COUNTY

S. NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

#### SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY for their respective review and approval.

2. Continue to pay DISTRICT, within thirty (30) calendar days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with (i) the review of IMPROVEMENT PLANS, (ii) the review and approval of rights of way and conveyance documents, (iii) the processing and administration of this Agreement and (iv) construction inspection costs. Additionally, DEVELOPER shall pay CITY, within thirty (30) calendar days after receipt of periodic billings from CITY, any and all such amounts deemed reasonably necessary by CITY to cover CITY's costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance

documents, (iii) the processing and administration of this Agreement and (iv) construction inspection costs.

3. By execution of this Agreement, grant DISTRICT and CITY the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection services for the construction of PROJECT as set forth herein.

4. Upon execution of this Agreement or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map Nos. 31659 and 32041-1 or any phase thereof, whichever occurs first, provide CITY with faithful performance and payment bonds, in accordance with CITY's municipal code including any amendments thereto, for the estimated cost for construction of (i) DISTRICT FACILITIES as determined by DISTRICT and (ii) CITY FACILITIES as determined by CITY. The surety, amount and form of the bonds shall list CITY as an obligee and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT as complete and CITY FACILITIES are accepted by CITY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY.

5. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, deposit with DISTRICT (Attention: Business Office – Accounts Receivable), and notify Contract Services Section, the estimated cost of providing construction inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in accordance with

County of Riverside Ordinance Nos. 671 and 749, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.

6. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

7. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) with a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

8. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations; Section 5157, Permit Required Confined Space; and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

9. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT (Attention: Contract Services Section) and CITY. At minimum, the procured

insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. DEVELOPER shall not commence construction until DISTRICT (Attention: Contract Services Section) and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

10. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map Nos. 31659 and 32041-1 or any phase thereof, whichever occurs first, furnish DISTRICT (Attention: Plan Check Section) and CITY with sufficient evidence of DEVELOPER securing the necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT as determined and approved by DISTRICT and CITY.

11. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS and prior to the start on any portion of PROJECT construction, obtain and provide DISTRICT (Attention: Plan Check Section) with duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by

DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

12. Upon submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.11., furnish DISTRICT (Attention: Plan Check Section) with Preliminary Reports on Title dated not more than thirty (30) calendar days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

13. Prior to the start on any portion of PROJECT construction, furnish DISTRICT (Attention: Plan Check Section) and CITY each with a set of final mylar plans of PROJECT and assign their ownership to DISTRICT and CITY, respectively.

14. After receiving DISTRICT's plan check and administrative clearance for PROJECT construction as set forth in Sections I.1 through I.13, notify DISTRICT (Attention: Construction Management Section) and CITY with twenty (20) calendar days written notice of intent to start of construction of PROJECT, and include PROJECT's Geotechnical Firm, Concrete Lab/Test Firm, D-Load test forms, Trench Shoring/False Work Calculations and Concrete Mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and CITY have issued to DEVELOPER a written Notice to Proceed authorizing to commence construction of PROJECT. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section V.4.

15. Prior to commencing construction, furnish DISTRICT (Attention: Plan Check Section) and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California

State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

16. Prior to commencing construction, submit all environmental documentation and applications related to the operation and maintenance ("ENVIRONMENTAL PERMIT APPLICATIONS") of DISTRICT FACILITIES to DISTRICT (Attn: Regulatory Section IV) for review and approval to ensure that any environmental conditions (i.e., CEQA mitigation measures, permit terms and conditions, etc.) imposed on PROJECT will not have a negative impact on operations and maintenance of future DISTRICT FACILITIES. If routine maintenance actions required by DISTRICT for DISTRICT FACILITIES are not specified in the REGULATORY PERMITS, such as mowing, sediment removal, etc., DEVELOPER shall obtain the requisite regulatory approvals that covers DISTRICT's operation and maintenance activities needed to maintain DISTRICT FACILITIES to the satisfaction of DISTRICT.

17. Not permit any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

18. Comply with all Cal/OSHA safety regulations, including, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

19. Upon receipt of DISTRICT's written Notice to Proceed, construct or cause to be constructed PROJECT at DEVELOPER's sole cost and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

20. Within two weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that PROJECT construction is substantially complete, and request (i) DISTRICT conduct a final

inspection of DISTRICT FACILITIES and (ii) CITY conduct a final inspection of CITY FACILITIES.

21. Upon completion of PROJECT construction, and upon acceptance by CITY of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to CITY the flood control easement(s), including ingress and egress, in a form approved by DISTRICT, to the rights of way as shown in concept in cross-hatched on Exhibit "D", attached hereto and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and CITY and shall be executed by all legal and equitable owners of the property(ies) described in the easement(s) or grant deed(s).

22. At the time of recordation of the conveyance document(s) as set forth in Section I.21, furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value as determined by DISTRICT for each easement parcel to be conveyed to DISTRICT or (ii) one hundred percent (100%) of the estimated value as determined by DISTRICT for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said parcel(s) as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which in the sole discretion of DISTRICT are acceptable.

23. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the ownership, operation and maintenance of PROJECT until such time as (CITY accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES and CITY FACILITIES. Further, it is mutually understood by the Parties hereto that prior to CITY acceptance of ownership and responsibility

for the operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and in the sole discretion of DISTRICT, DISTRICT FACILITIES is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

24. Prior to acceptance of any DISTRICT FACILITIES and if considered jurisdictional, obtain all necessary permits, approvals or agreements for the continuing operation and maintenance ("ONGOING REGULATORY PERMITS") for DISTRICT FACILITIES, as required by any federal, state or local resource and/or regulatory agency. This requirement shall apply even if permits were not required for construction. ONGOING REGULATORY PERMITS include, but are not limited to, those issued by the U.S. Army Corps of Engineers, State Water Resources Control Board, Regional Water Quality Control Board, California Department of Fish and Wildlife, and the Western Riverside County Regional Conservation Authority or the Coachella Valley Conservation Commission, collectively and individually referred to as REGULATORY AGENCY(IES). DISTRICT will not accept DISTRICT FACILITIES until the ONGOING REGULATORY PERMITS have been reviewed and deemed acceptable to DISTRICT. DEVELOPER is required to provide DISTRICT with copies of each permit application prior to submitting to the respective REGULATORY AGENCY(IES) and prior to accepting or executing the ONGOING REGULATORY PERMITS, as this will avoid receiving a permit with terms and conditions that are deemed unacceptable to DISTRICT.

25. Not cause the ONGOING REGULATORY PERMITS to conflict with DISTRICT's ability to operate and maintain DISTRICT FACILITIES. If DEVELOPER provides ONGOING REGULATORY PERMITS that are deemed unacceptable to DISTRICT, DEVELOPER may be required to update or amend them prior to DISTRICT acceptance of DISTRICT FACILITIES.

26. Upon completion of PROJECT construction but prior to CITY's acceptance of DISTRICT FACILITIES and CITY FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section) with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record and (iii) a redlined "record drawings" copy of IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office; after which, the engineer shall review, stamp and sign the original IMPROVEMENT PLANS as "record drawings".

27. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations, including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

28. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

## SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.11.
5. Endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar days of receipt of DEVELOPER's complete written notice of intent to start of construction of PROJECT as set forth in Section I.14.; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.
6. Reserve the right to withhold issuance of the Notice to Proceed pursuant to Section V.4.
7. Allow DEVELOPER to proceed with the construction of DISTRICT FACILITIES without the necessary ONGOING REGULATORY PERMITS in place, provided DEVELOPER submits its ENVIRONMENTAL PERMIT APPLICATIONS as set forth in Section I.16.
8. Review and, if applicable, comment on (i) ENVIRONMENTAL PERMIT APPLICATIONS prior to DEVELOPER submitting to the REGULATORY AGENCY(IES) and (ii) any draft ONGOING REGULATORY PERMITS prior to DEVELOPER executing or

accepting the ONGOING REGULATORY PERMITS. DISTRICT's review is necessary to avoid receiving permits with terms and conditions that may not be acceptable to DISTRICT.

9. Upon review of the ENVIRONMENTAL PERMIT APPLICATIONS, DISTRICT reserves the right to request the relevant environmental permits if routine maintenance actions required by DISTRICT are not specified in the ONGOING REGULATORY PERMITS for DISTRICT FACILITIES.

10. Inspect construction of DISTRICT FACILITIES.

11. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents and (iii) the processing and administration of this Agreement.

12. Keep an accurate accounting of all DISTRICT construction inspection costs and within forty-five (45) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.5. exceeds such inspection costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.

13. Upon (i) DISTRICT acceptance of PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLAN as set forth in Section I.26., provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS.

14. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to any

inspection and in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of CITY.

15. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES from CITY upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.20, (ii) DISTRICT acceptance of PROJECT construction as being complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.26., (iv) recordation of all conveyance documents described in Section I.21., (v) receipt of all required policies of title insurance described in Section I.22, (vi) DISTRICT receipt of the ONGOING REGULATORY PERMITS for DISTRICT FACILITIES described in Sections I.24. and I.25., (vii) CITY acceptance of APPURTENANCES for ownership, operation and maintenance, (viii) DISTRICT acceptance of LINE R STAGE 1, LINE A-J STAGE 1 and the ultimate Perris Valley MDP Line A-H facility construction as being complete, (ix) DISTRICT acceptance of LINE R STAGE 1, LINE A-J STAGE 1 and the ultimate Perris Valley MDP Line A-H facility for ownership, operation and maintenance, (x) DISTRICT FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT, (xi) DISTRICT FACILITIES fully functioning as a flood control drainage system as solely determined by DISTRICT and (xii) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

16. Upon DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.26., provide CITY with (i) a reproducible duplicate copy of "record drawings" of constructed DISTRICT FACILITIES, (ii) a written notice that PROJECT is complete and (iii) request CITY to release bonds held for DISTRICT FACILITIES and CITY FACILITIES.

SECTION III

COUNTY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction when COUNTY has determined that such plans meet COUNTY standards.
2. Request DEVELOPER update the construction schedule as deemed necessary.
3. Inspect PROJECT construction.
4. Accept ownership and sole responsibility for the operation and maintenance of COUNTY FACILITIES upon (i) COUNTY's final inspection of COUNTY FACILITIES and (ii) COUNTY's sole determination that COUNTY FACILITIES are in a satisfactorily maintained condition.
5. Upon DISTRICT and COUNTY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within COUNTY rights of way, which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed by COUNTY at no cost to DISTRICT.

SECTION IV

CITY shall:

1. Review IMPROVEMENT PLANS and approve when CITY has determined that such plans meet CITY standards and are found acceptable to CITY prior to the start of PROJECT construction.

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, which meet the requirements of CITY municipal code or ordinances, including any amendments thereto, as set forth in Section I.4., for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and CITY FACILITIES as determined by CITY and hold said bonds as provided in this Agreement. The bonds shall list CITY as obligee and be subject to the approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and CITY FACILITIES are accepted by CITY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY. CITY shall not release said bonds until DISTRICT provides CITY with a reproducible duplicate copy of "record drawings" and written notification that PROJECT is complete, as set forth in Section II.13

3. Request DEVELOPER update the construction schedule as deemed necessary.

4. By execution of this Agreement, grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way.

5. By execution of this Agreement, consent to DISTRICT recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.

6. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT FACILITIES and convey sufficient rights

of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.

7. Inspect PROJECT construction.

8. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, to the rights of way as shown in concept in "cross-hatched" on Exhibit "D".

9. Accept sole ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES and CITY FACILITIES upon (i) CITY inspection of PROJECT in accordance with Section I.20., (ii) CITY acceptance of PROJECT construction as being complete, (iii) DISTRICT acceptance of DISTRICT FACILITIES construction as being complete and (iv) CITY receipt of stamped and signed record drawings of DISTRICT FACILITIES plans as set forth in Section II.13.

10. Accept sole ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES until such time as (i) the acceptance of LINE R STAGE 1, LINE A-J STAGE 1 and the ultimate Perris Valley MDP Line A-H facility construction are completed, (ii) DISTRICT accepts ownership and responsibility for the operation and maintenance of LINE R STAGE 1, LINE A-J STAGE 1 and the ultimate Perris Valley MDP Line A-H facility construction, (iii) DISTRICT FACILITIES drain freely and are fully functioning as a flood control drainage system as solely determined by DISTRICT and (iv) DISTRICT FACILITIES are formally accepted by DISTRICT for ownership, operation and maintenance.

11. Prior to CITY's acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES from DEVELOPER, DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT.

If, in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in acceptable condition, corrections shall be at DEVELOPER's sole expense. Following CITY's acceptance of DISTRICT FACILITIES for ownership, operation and maintenance and prior to DISTRICT's acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at CITY's sole expense.

12. Following CITY's acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, not permit any change to or modification of DISTRICT FACILITIES without the prior written permission and consent of DISTRICT.

13. Upon acceptance completion of LINE R STAGE 1, LINE A-J STAGE 1 and the ultimate Perris Valley MDP Line A-H facility but prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, convey or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, or grant deed(s) of fee title where appropriate, in a form approved by DISTRICT, for the rights of way as deemed necessary solely by DISTRICT for the operation and maintenance of DISTRICT FACILITIES.

14. Accept all liability whatsoever associated with the ownership, operation and maintenance of DISTRICT FACILITIES until such time as DISTRICT FACILITIES are formally accepted by DISTRICT for ownership, operation and maintenance.

15: Upon DISTRICT and CITY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are improved,

repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed by CITY at no cost to DISTRICT.

#### SECTION V

It is further mutually agreed:

1. DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES unless and until DEVELOPER performs all obligations under this Agreement.

2. All construction work involved with PROJECT shall be inspected by DEVELOPER, DISTRICT and CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction of PROJECT is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

3. DISTRICT and CITY personnel may observe and inspect all work being done on DISTRICT FACILITIES but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

4. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed after this period of time pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.14. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

5. DEVELOPER shall complete construction of PROJECT within twelve (12) months after commencement of construction of PROJECT, unless CITY and DISTRICT agree to extend the time to complete construction. Failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for (i) DISTRICT to terminate the Agreement and (ii) CITY to perform the remaining work on PROJECT and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. Should CITY perform the remaining work on PROJECT under this section, DEVELOPER grants to CITY and CITY's officers, deputies, employees, agents, representatives, contractors and other designees the irrevocable permission to enter upon the Tract Map Nos. 31659 and 32041-1 to complete construction and remaining work on PROJECT. This right of entry shall terminate when such construction and remaining work is complete. CITY shall subsequently reimburse DISTRICT from the funds paid by DEVELOPER's surety for any DISTRICT costs incurred.

6. In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.5. exceeds Ten Thousand Dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) calendar days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand Dollars (\$10,000) shall be retained on account.

7. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT or CITY designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on DISTRICT or CITY designated legal holidays, DEVELOPER shall make a written request for permission from DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and CITY at their sole discretion and shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with CITY municipal codes or ordinances, including any amendments thereto.

8. DEVELOPER shall indemnify, defend and hold harmless and require DEVELOPER's construction contractor(s) to indemnify, defend and hold harmless DISTRICT, the County of Riverside, and CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) (individually and collectively hereinafter referred to as "Indemnitees") from any liability, action, claim or damage whatsoever, based or asserted upon any acts, omissions or services of DEVELOPER and/or DEVELOPER's construction contractor(s) (including their respective officers, employees, subcontractors, agents or representatives) (individually and collectively hereinafter referred to as "Indemnitors") arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever. DEVELOPER or

DEVELOPER's construction contractor(s) shall defend, at its sole expense, the Indemnitees, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), in any claim or action based upon such alleged acts or omissions. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of the Agreement.

9. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of its own choice and may adjust, settle or compromise any such action or claim only with the prior consent of DISTRICT, the County of Riverside or CITY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification obligations to Indemnitees as set forth herein.

10. DEVELOPER's and DEVELOPER's construction contractor(s) indemnification obligation hereunder shall be satisfied when DEVELOPER or DEVELOPER's construction contractor(s) has provided to DISTRICT, the County of Riverside and CITY the appropriate form of dismissal relieving DISTRICT, the County of Riverside or CITY from any liability for the action or claim involved.

11. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER or DEVELOPER's construction contractor(s) obligations to indemnify and hold harmless Indemnitees from third party claims.

12. In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve DEVELOPER or DEVELOPER's construction contractor(s) from indemnifying Indemnitees to the fullest extent allowed by law.

13. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside and CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law or ordinance which seeks to impose any other liability or damage whatsoever for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release of DEVELOPER by DISTRICT, County of Riverside or CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of PROJECT by DEVELOPER after the acceptance of PROJECT by DISTRICT and CITY as described in this Agreement.

14. Any waiver by any Party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any Party hereto to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping such Party from enforcement hereof.

15. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Contracts Services Section

To CITY: CITY OF PERRIS  
24 S. D Street, Suite 100  
Perris, CA 92570  
Attn: John Pourkazemi

To DEVELOPER: BRPLD LLC  
3200 Park Center Drive, Suite 100  
Costa Mesa, CA 92626  
Attn: Shaun Bowen

16. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

18. This Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

19. The provisions of this Agreement are solely for the benefit of the Parties, and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement.

20. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

21. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect.

22. In the event DEVELOPER sells Tract Map Nos. 31659 and 32041-1, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than thirty (30) calendar days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Tract Map Nos. 31659 and 32041-1 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations in this Agreement to the new owner(s) of Tract Map Nos. 31659 and 32041-1.

23. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement and have been authorized to do so by all boards of directors, legal counsel and/or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

24. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

25. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

//

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION  
DISTRICT**, a body corporate and politic

By \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

By \_\_\_\_\_  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By \_\_\_\_\_  
RYAN YABKO  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

[Signed in Counterpart]

Perris Valley MDP Line R, Stage 2  
Perris Valley MDP Line R, Stage 3  
Perris Valley – Dunlap Drive Storm Drain, Stage 1  
Perris Valley MDP Line A-J, Stage 2  
Project Nos. 4-0-00514, 4-0-00551 and 4-0-00279  
Tract Map Nos. 31659 and 32041-1  
MM:blm  
03/05/24

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
DENNIS ACUNA  
Director of Transportation

By: \_\_\_\_\_  
CHUCK WASHINGTON, Chairman  
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By: \_\_\_\_\_  
STEPHANIE K. NELSON  
Deputy County Counsel

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

(SEAL)

[Signed in Counterpart]

Perris Valley MDP Line R, Stage 2  
Perris Valley MDP Line R, Stage 3  
Perris Valley – Dunlap Drive Storm Drain, Stage 1  
Perris Valley MDP Line A-J, Stage 2  
Project Nos. 4-0-00514, 4-0-00551 and 4-0-00279  
Tract Map Nos. 31659 and 32041-1  
MM:blm  
03/05/24

RECOMMENDED FOR APPROVAL:

**CITY OF PERRIS**

By \_\_\_\_\_  
CLARA MIRAMONTES  
City Manager

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
ROBERT KHUU  
City Attorney

By \_\_\_\_\_  
NANCY SALAZAR  
City Clerk

(SEAL)

Perris Valley MDP Line R, Stage 2  
Perris Valley MDP Line R, Stage 3  
Perris Valley – Dunlap Drive Storm Drain, Stage 1  
Perris Valley MDP Line A-J, Stage 2  
Project Nos. 4-0-00514, 4-0-00551 and 4-0-00279  
Tract Map Nos. 31659 and 32041-1  
MM:blm  
03/05/24

**BRPLD LLC,**  
a Delaware limited liability company

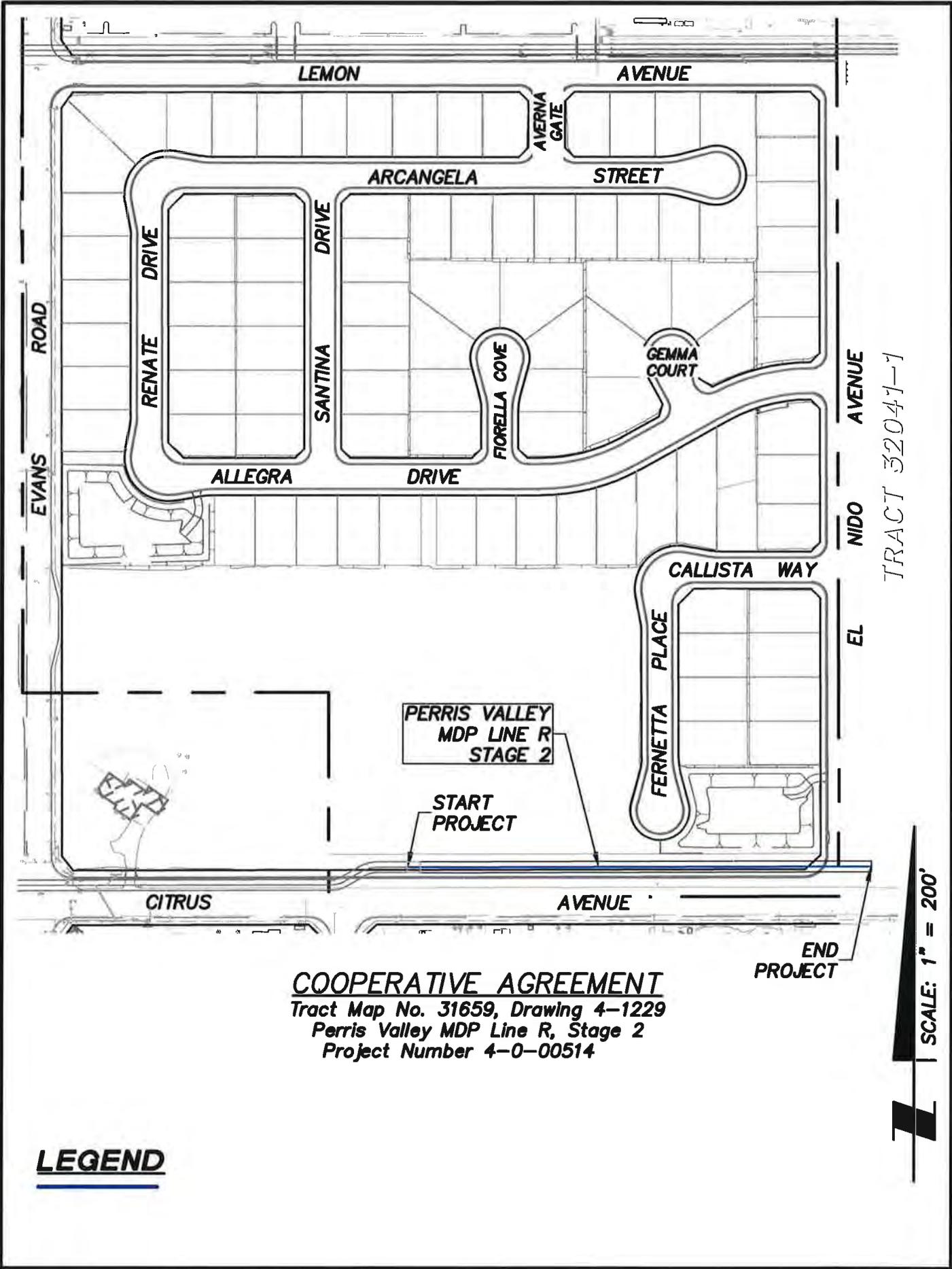
By \_\_\_\_\_  
NICOLE BURDETTE  
Its President

By: \_\_\_\_\_  
DAVE E. BARTLETT  
Its Vice President

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement:  
Perris Valley MDP Line R, Stage 2  
Perris Valley MDP Line R, Stage 3  
Perris Valley – Dunlap Drive Storm Drain, Stage 1  
Perris Valley MDP Line A-J, Stage 2  
Project Nos. 4-0-00514, 4-0-00551 and 4-0-00279  
Tract Map Nos. 31659 and 32041-1  
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03/05/24

## **Exhibit A**

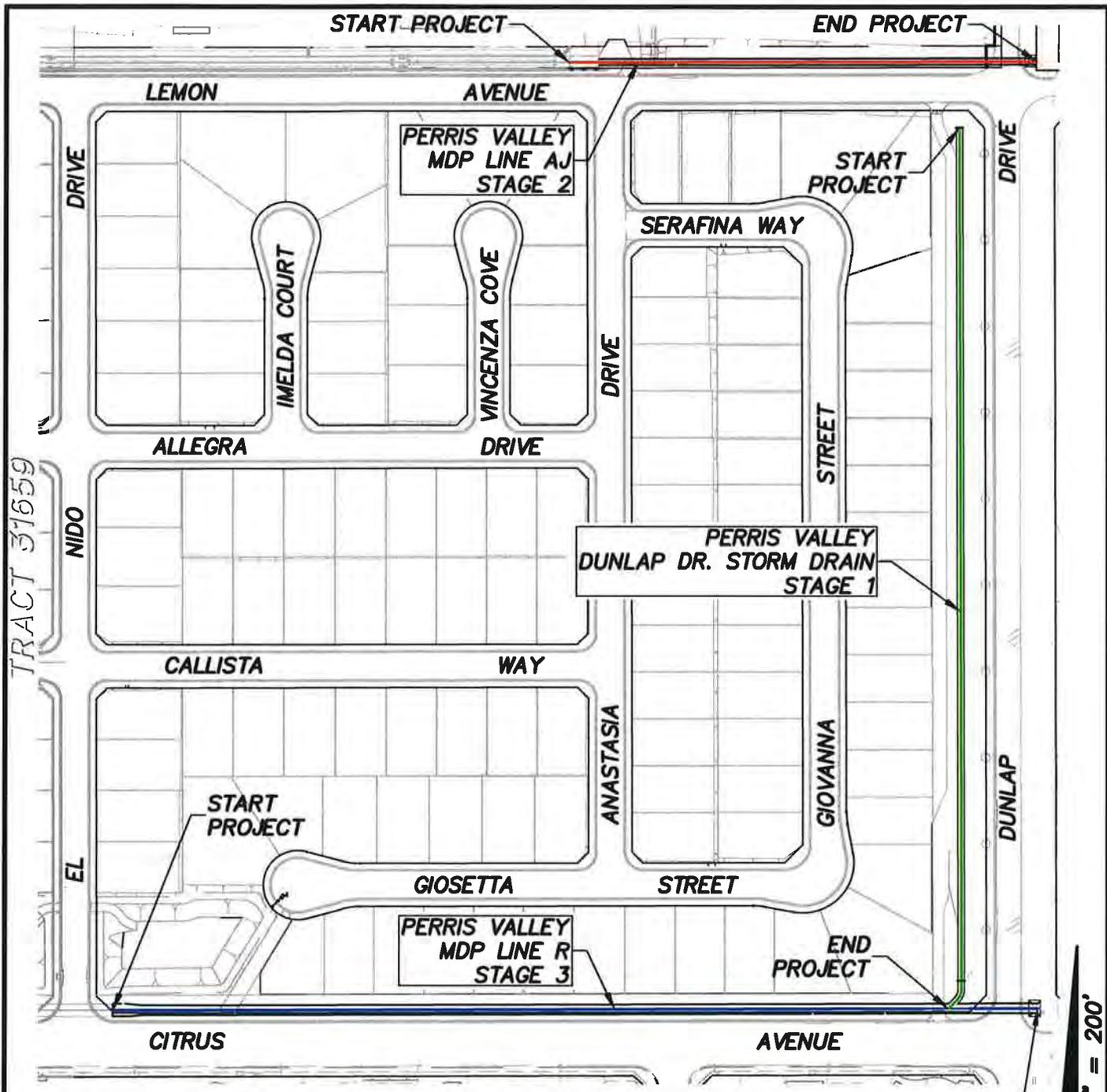


TRACT 32041-1

**COOPERATIVE AGREEMENT**  
 Tract Map No. 31659, Drawing 4-1229  
 Perris Valley MDP Line R, Stage 2  
 Project Number 4-0-00514

**LEGEND**





TRACT 31659

**COOPERATIVE AGREEMENT**

Tract Map No. 32041-1, Drawing 4-1228

Perris Valley MDP Line R, Stage 3 (Project No. 4-0-00514)

Perris Valley MDP Line AJ, Stage 2 (Project No. 4-0-00279)

Perris Valley-Dunlap Drive Storm Drain, Stage 1 (Project No. 4-0-00551)

**LEGEND**

- 
- DUNLAP

SCALE: 1" = 200'

## Exhibit C

### DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPER's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

## Exhibit C

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and

## Exhibit C

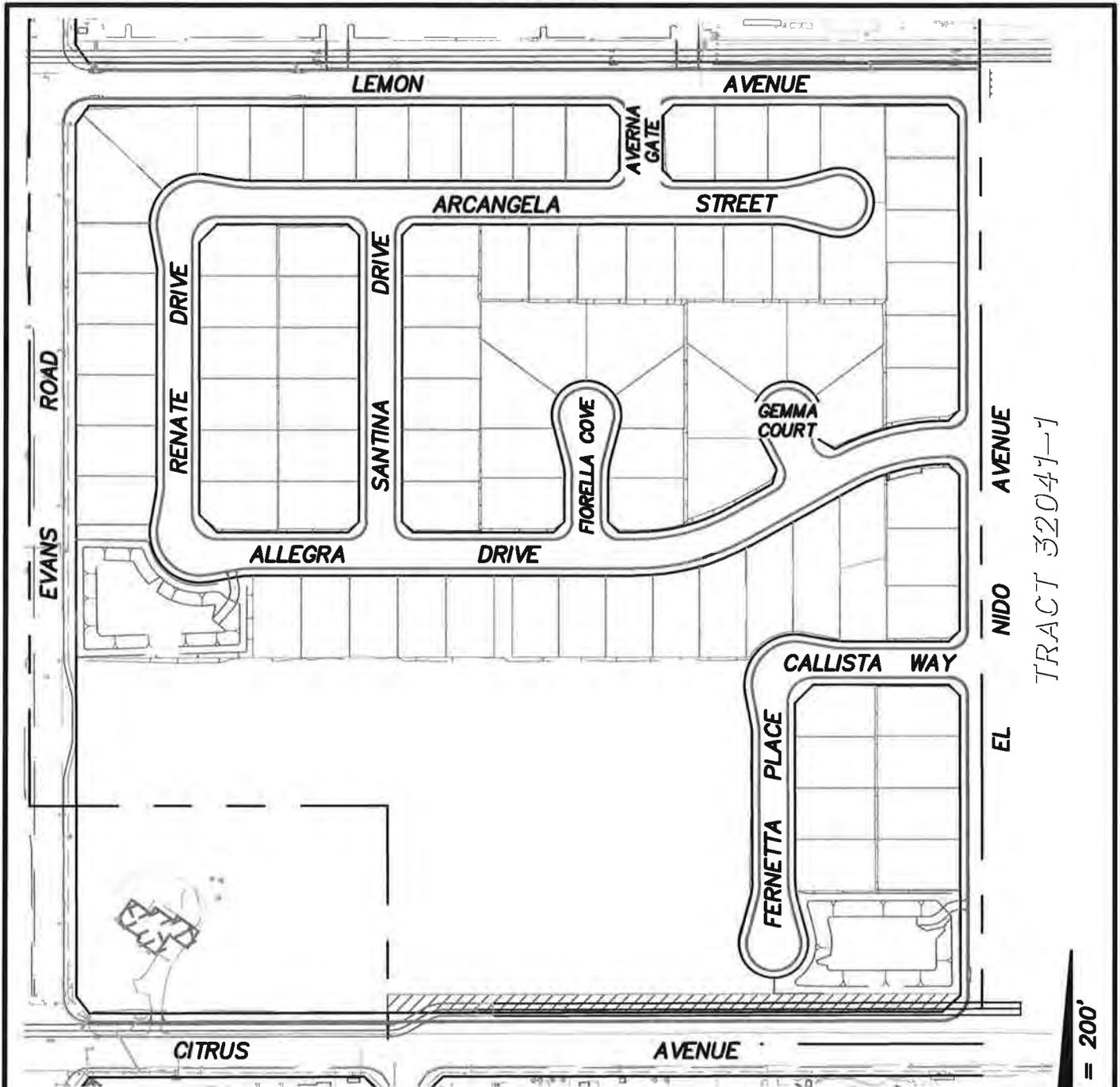
- related investigations, claims administration, and defense costs and expenses.
- c. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
  - d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
  - e. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
  - f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes,

## Exhibit C

etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

# EXHIBIT D



TRACT 32041-1

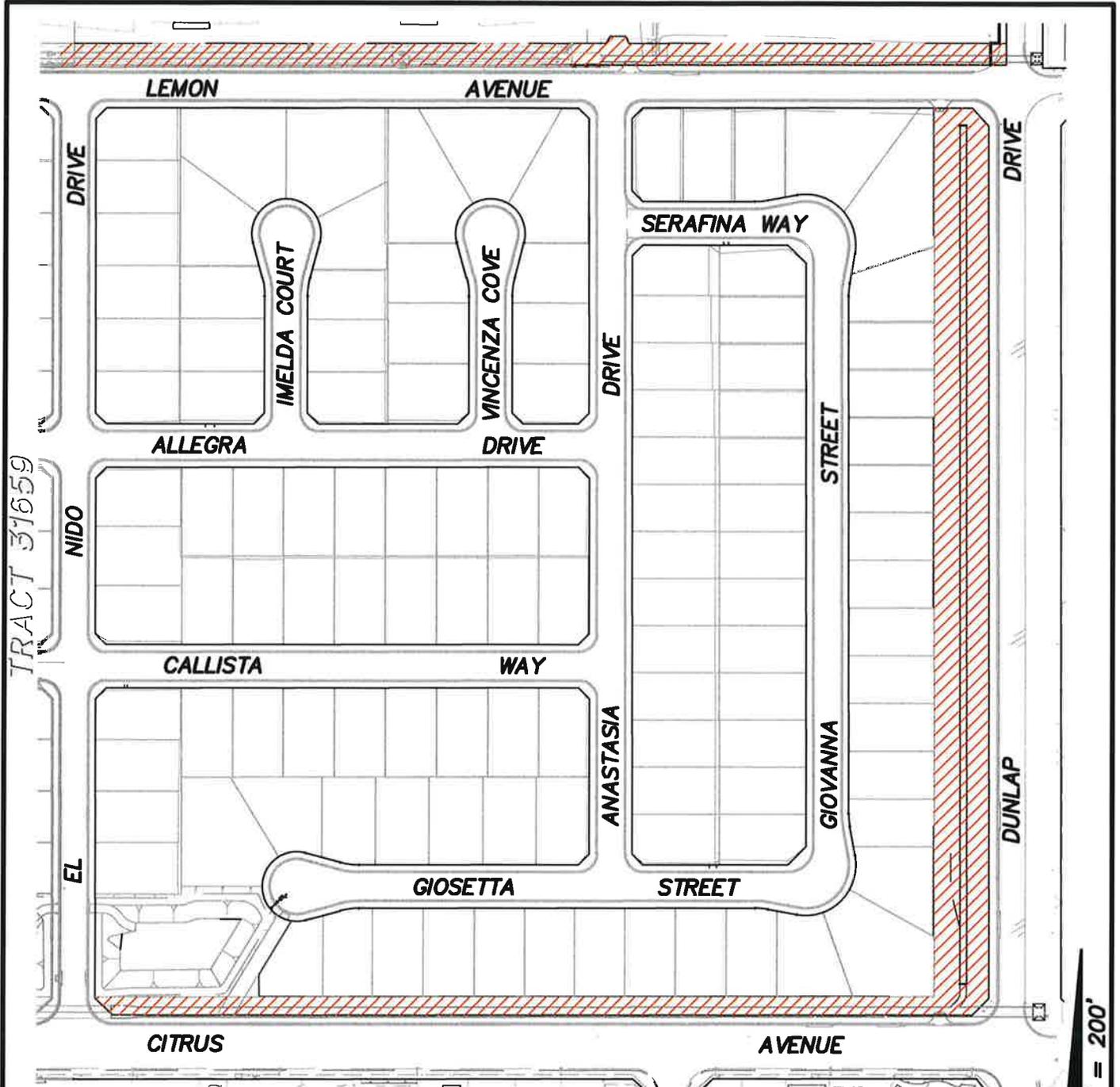
**COOPERATIVE AGREEMENT**  
Tract Map No. 31659, Drawing 4-1229  
Perris Valley MDP Line R, Stage 2  
Project Number 4-0-00514

## LEGEND

PROPOSED RIVERSIDE COUNTY FLOOD CONTROL &  
WATER CONSERVATION DISTRICT (RCFCWD)  
RIGHTS-OF-WAY



# EXHIBIT D



## COOPERATIVE AGREEMENT

Tract Map No. 32041-1, Drawing 4-1228

Perris Valley MDP Line R, Stage 3 (Project No. 4-0-00514)

Perris Valley MDP Line AJ, Stage 2 (Project No. 4-0-00279)

Perris Valley-Dunlap Drive Storm Drain, Stage 1 (Project No. 4-0-00551)

## LEGEND

PROPOSED RIVERSIDE COUNTY FLOOD CONTROL &  
WATER CONSERVATION DISTRICT (RCFCWD)  
RIGHTS-OF-WAY



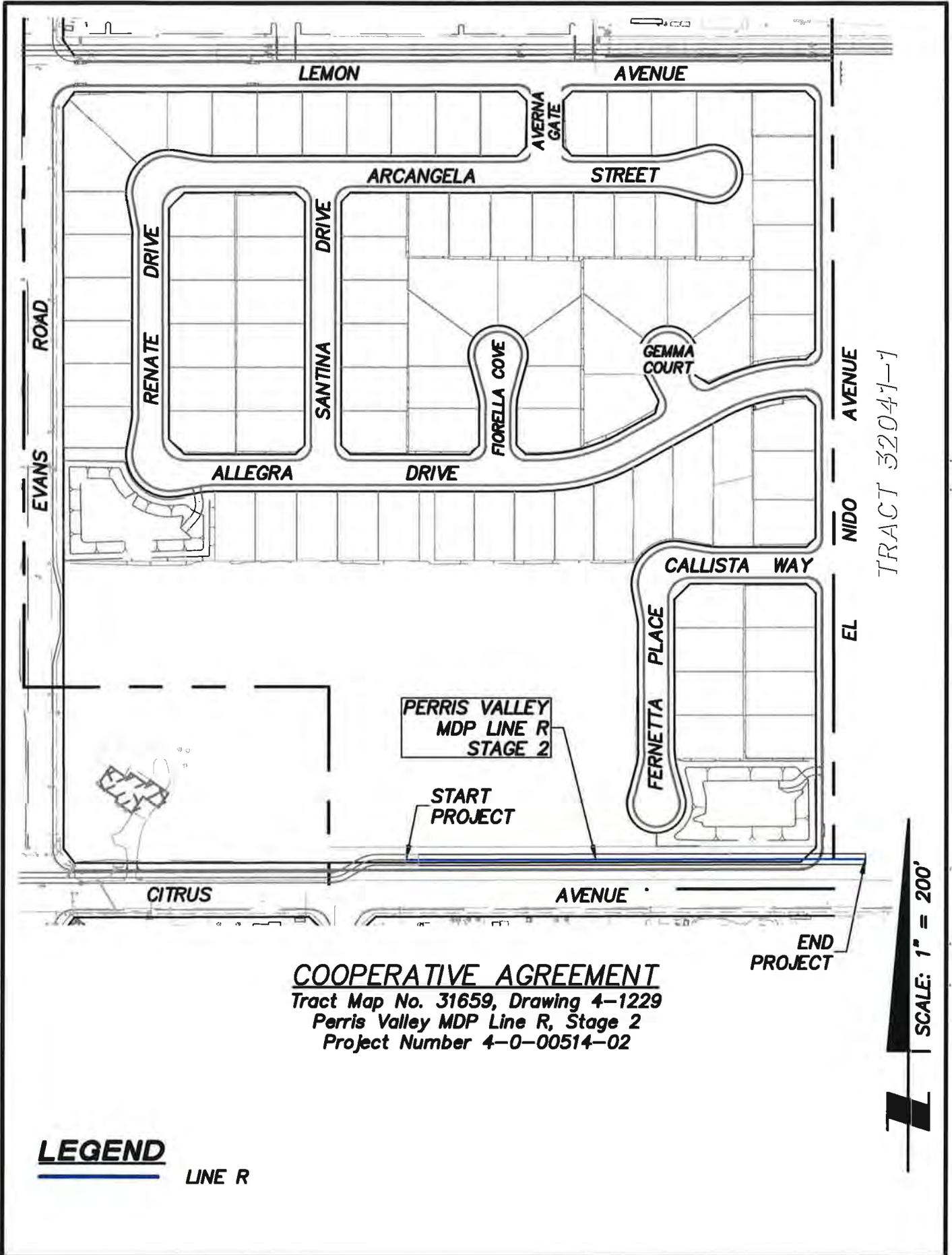
SCALE: 1" = 200'



# Attachment 2

Tract Map No. 31659 Exhibit B (District Facility Locations)

# EXHIBIT B



**COOPERATIVE AGREEMENT**  
Tract Map No. 31659, Drawing 4-1229  
Perris Valley MDP Line R, Stage 2  
Project Number 4-0-00514-02

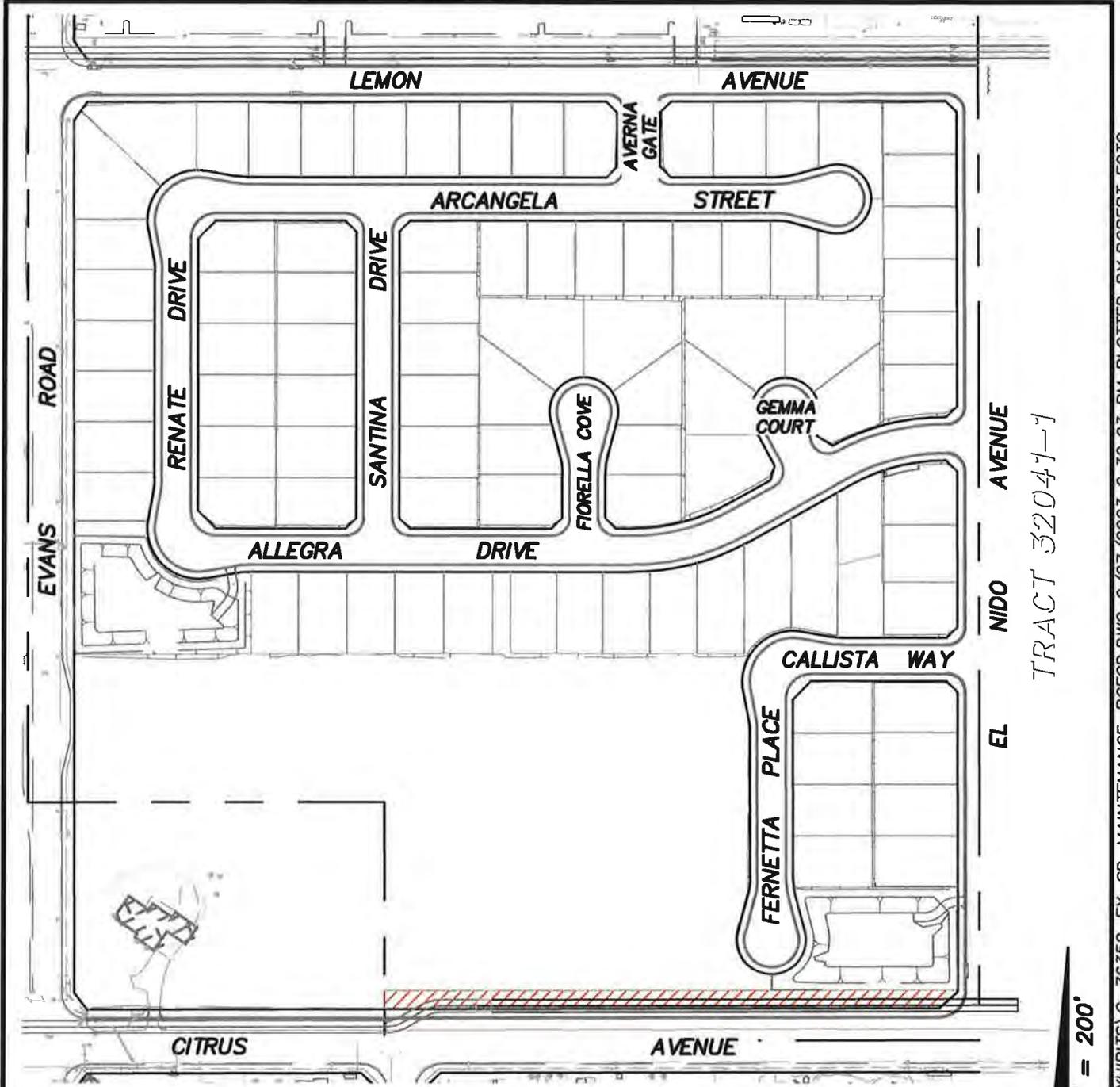
**LEGEND**  
           LINE R

SCALE: 1" = 200'

# Attachment 3

Tract Map No. 31659 Exhibit D (Proposed Rights-of-Way)

# EXHIBIT D



TRACT 32041-1

**COOPERATIVE AGREEMENT**  
Tract Map No. 31659, Drawing 4-1229  
Perris Valley MDP Line R, Stage 2  
Project Number 4-0-00514-02

## LEGEND

PROPOSED RIVERSIDE COUNTY FLOOD CONTROL &  
WATER CONSERVATION DISTRICT (RCFCWD)  
RIGHTS-OF-WAY

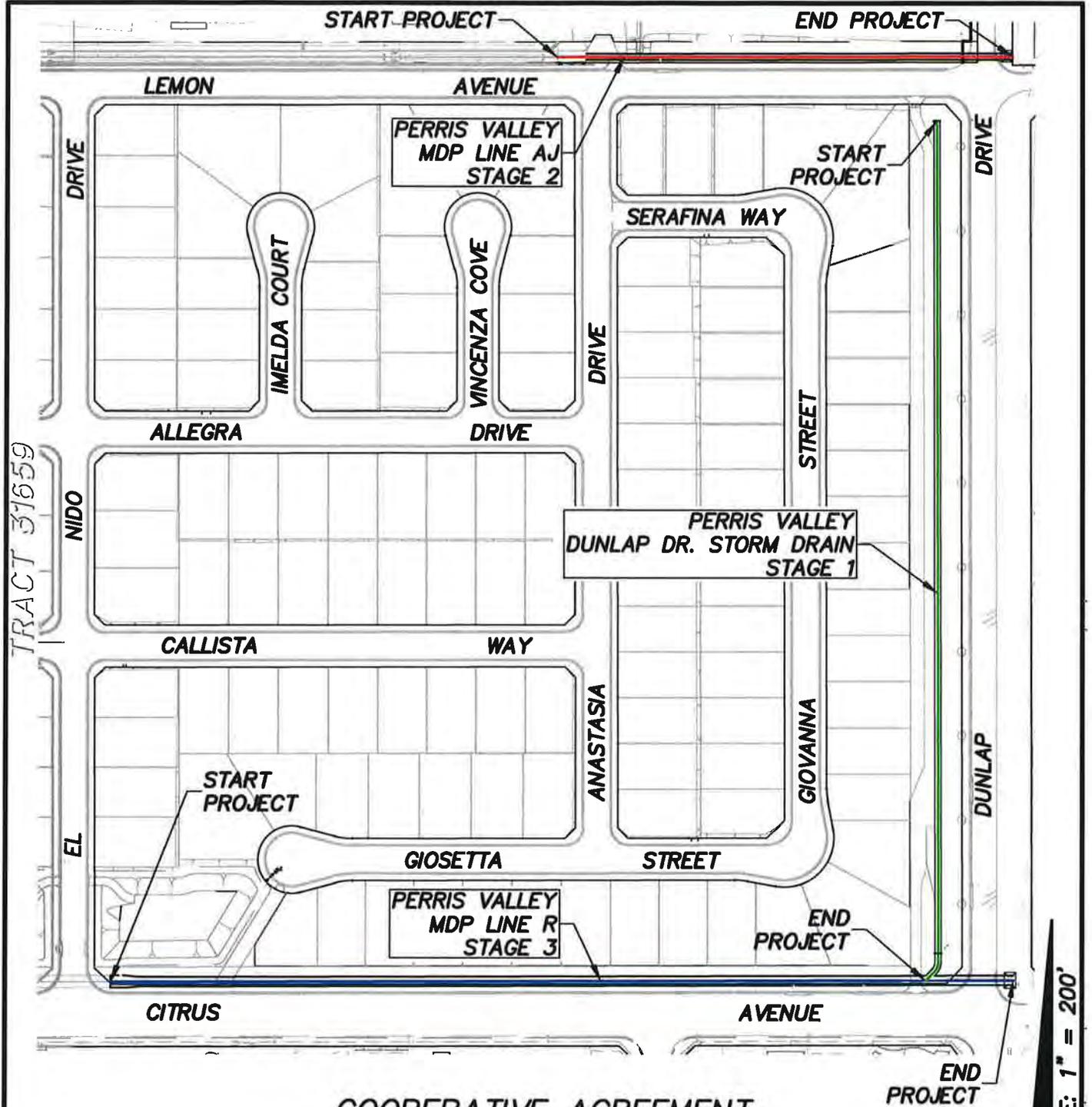


 SCALE: 1" = 200'

# Attachment 4

Tract Map No. 32041-1 Exhibit B (District Facility Locations)

# EXHIBIT B



## COOPERATIVE AGREEMENT

Tract Map No. 32041-1, Drawing 4-1228

Perris Valley MDP Line R, Stage 3 (Project No. 4-0-00514-03)

Perris Valley MDP Line AJ, Stage 2 (Project No. 4-0-00279-02)

Perris Valley-Dunlap Drive Storm Drain, Stage 1 (Project No. 4-0-00551-01)

### LEGEND

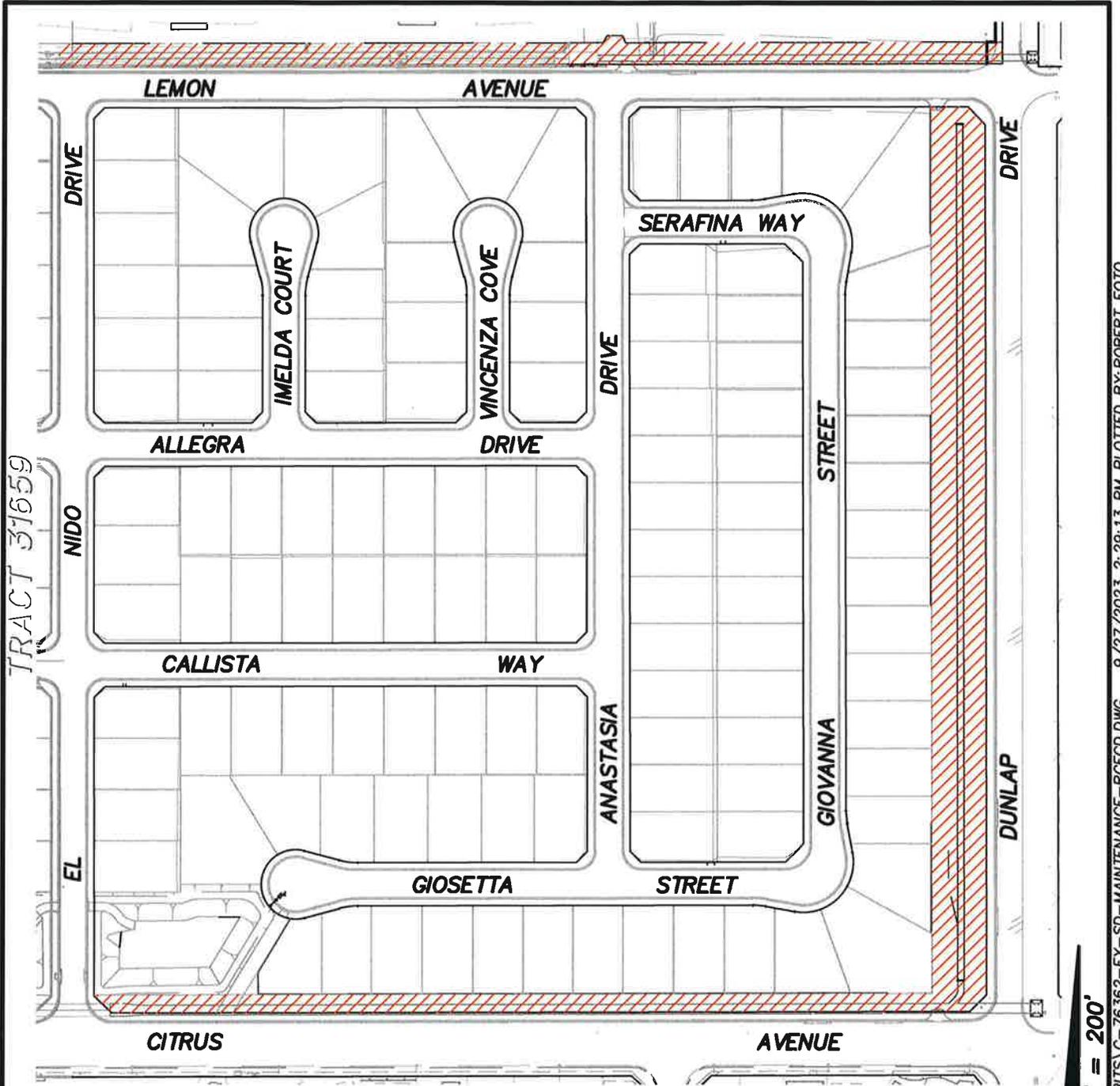
- LINE R
- LINE AJ
- DUNLAP DRIVE STORM DRAIN

SCALE: 1" = 200'

# Attachment 5

Tract Map No. 32041-1 Exhibit D (Proposed Rights-of-Way)

# EXHIBIT D



## COOPERATIVE AGREEMENT

Tract Map No. 32041-1, Drawing 4-1228

Perris Valley MDP Line R, Stage 3 (Project No. 4-0-00514-03)

Perris Valley MDP Line AJ, Stage 2 (Project No. 4-0-00279-02)

Perris Valley-Dunlap Drive Storm Drain, Stage 1 (Project No. 4-0-00551-01)

### LEGEND

PROPOSED RIVERSIDE COUNTY FLOOD CONTROL &  
WATER CONSERVATION DISTRICT (RCFCWD)  
RIGHTS-OF-WAY



SCALE: 1" = 200'



**SB&O** INC.  
PLANNING ENGINEERING SURVEYING



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** Cooperative Agreement between Riverside County Flood Control and Water Conservation District, Riverside County Office of Economic Development, and the City of Perris associated to Metz Road Lateral Storm Drain

**REQUESTED ACTION:** That the City Council:

- 1) Approve the Cooperative Agreement between Riverside County Flood Control and Water Conservation District (District), County of Riverside on behalf of Riverside County Office of Economic Development (County), and the City of Perris (City); and
- 2) Authorize the City Manager or designee to execute the Cooperative Agreement (Agreement), approved as to form by City Attorney.

**CONTACT:** John Pourkazemi, City Engineer

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

The Cooperative Agreement (Agreement) sets forth the terms and conditions for design and construction of Metz Road Lateral Storm Drain (Project). County of Riverside on behalf of Riverside County Office of Economic Development (County), will assume the lead role for the Project providing administrative, technical, managerial, and support services necessary to plan, design, and construct Project. Riverside County Flood control and water Conservation district (District) is contributing up to \$500,000 toward the design of Project. City and District will inspect the construction of the Project.

Upon completion of construction, District will assume ownership and will be responsible for the operation and maintenance of the 42 inch diameter storm drain system. City will assume ownership and will be responsible for the operation and maintenance of certain inlets, connector pipes, and storm drain pipes that are 36 inches in diameter or less within City right-of-way.

Therefore, staff recommends that the City Council 1) Approve the Cooperative Agreement between Riverside County Flood Control and Water Conservation District (District), County of Riverside on behalf of Riverside County Office of Economic Development (County), and the City of Perris (City); and 2) Authorize the City Manager or designee to execute the Cooperative Agreement (Agreement), approved as to form by City Attorney.

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**BUDGET (or FISCAL) IMPACT:**

There is no significant budget impact.

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Prepared by: John Pourkazemi, City Engineer  
Brad Brophy, Assistant City Engineer

**REVIEWED BY:**

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

Attachment: 1. Cooperative Agreement  
2. Exhibit A - Project Exhibit

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

# Attachment 1

Cooperative Agreement

**COOPERATIVE FUNDING AGREEMENT**

Metz Road Lateral Storm Drain

Project No. 4-0-00081

Miscellaneous No. 213

This Cooperative Funding Agreement ("Agreement"), dated as of \_\_\_\_\_, 2024, is entered into by the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California, on behalf of its Office of Economic Development ("COUNTY"), and the City of Perris, a municipal corporation ("CITY"). DISTRICT, COUNTY, and CITY are collectively referred to herein as "Parties" and individually as "Party." The Parties hereto agree as follows:

**RECITALS**

A. DISTRICT has budgeted for, and COUNTY plans to design and construct Metz Road Lateral Storm Drain, within North Perris Boulevard, east of the I-215 freeway in the city of Perris. Upon construction completion, Metz Road Storm Drain will collect runoff from North Perris Boulevard in front of the Perris Valley Cemetery and convey flows to the existing Metz Road Channel; and

B. Metz Road Storm Drain, as shown on DISTRICT's Drawing No. 4-1233, and as shown in concept in blue on Exhibit "A", attached hereto and made a part hereof, includes approximately 400 lineal feet of 42-inch diameter underground storm drain, hereinafter called "DISTRICT FACILITY." At its downstream terminus, DISTRICT FACILITY will connect to DISTRICT's existing Metz Road Channel, as shown on DISTRICT's Drawing No. 4-0168; and

C. Associated with the construction of DISTRICT FACILITY, are certain inlets, connector pipes and storm drains that are thirty-six inches (36") or less in diameter within CITY rights of way, hereinafter called ("APPURTENANCES"); and

D. DISTRICT FACILITY and APPURTENANCES are hereinafter called "PROJECT"; and

E. COUNTY is willing to assume the lead role for PROJECT and, therefore, will provide the administrative, technical, managerial and support services necessary to plan, design and construct PROJECT; and

F. COUNTY desires that DISTRICT include certain unavoidable utility relocations as part of the DISTRICT's financial contribution to construct PROJECT. "UTILITY RELOCATIONS" is defined as (i) the relocation of CITY owned utilities that conflict with the construction of PROJECT; and (ii) the unavoidable relocation of utilities not owned by CITY that (a) conflict with the construction of PROJECT; and (b) cannot be relocated by others under CITY's franchise authority. These certain unavoidable UTILITY RELOCATIONS shall be included in the public works construction contract for PROJECT; and

G. Due to the Parties' mutual interest in PROJECT, DISTRICT wishes to support COUNTY's efforts by providing a financial contribution to implement PROJECT; and

H. DISTRICT is willing to provide up to Five Hundred Thousand Dollars (\$500,000.00) toward PROJECT. All excess costs shall be borne by COUNTY.

I. DISTRICT's financial contributions to PROJECT shall be as follows, subject to the not to exceed amount provided in Recital J below:

- i. One hundred percent (100%) of costs associated with engineering design, hydrology and hydraulics, geo-technical analysis and potholing required to complete the design of PROJECT; California Environmental Quality Act ("CEQA") determination; preparation, application, and acquisition of the environmental clearance and permits if required for PROJECT; and other typical ancillary costs related to the preparation of improvement plans ("DESIGN CONTRIBUTION"). However, DESIGN CONTRIBUTION shall

- not include the fees associated with the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"); and
- ii. In the event that COUNTY chooses to hire an engineering consulting firm to prepare improvement plans, DISTRICT is also willing to contribute an additional ten percent (10%) of design proposal cost to offset COUNTY's administrative costs associated with design contract administration ("DESIGN ADMIN"); and
  - iii. One hundred percent (100%) of the lowest responsible bid contract price for construction of PROJECT and the costs associated with UTILITY RELOCATIONS ("CONSTRUCTION CONTRIBUTION"); and
  - iv. Up to an additional ten percent (10%) of CONSTRUCTION CONTRIBUTION to offset COUNTY's administrative costs associated with construction contract administration and other typical ancillary costs related to the delivery of PROJECT ("CONSTRUCTION ADMINISTRATION CONTRIBUTION"); and
  - v. Up to an additional ten percent (10%) of CONSTRUCTION CONTRIBUTION for construction contract change orders ("CONSTRUCTION CHANGE ORDERS CONTRIBUTION"); and

J. Altogether, DESIGN CONTRIBUTION, DESIGN ADMIN, CONSTRUCTION CONTRIBUTION, CONSTRUCTION ADMINISTRATION CONTRIBUTION, and CONSTRUCTION CHANGE ORDERS CONTRIBUTION are hereinafter called "TOTAL DISTRICT CONTRIBUTION." TOTAL DISTRICT

CONTRIBUTION for PROJECT shall not exceed a total of Five Hundred Thousand Dollars (\$500,000.00); and

K. The purpose of this Agreement is to memorialize the mutual understandings by and between COUNTY, DISTRICT, and CITY with respect to the design, construction, ownership, operation and maintenance of PROJECT and the payment of TOTAL DISTRICT CONTRIBUTION.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

COUNTY shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead Agency and assume responsibility for preparation, circulation, and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
2. Upon execution of this Agreement, issue invoice to DISTRICT (Attn: Special Projects Section) for fifty percent (50%) of DESIGN CONTRIBUTION, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.
3. Prepare or cause to be prepared the necessary plans and specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with the applicable DISTRICT, and CITY standards, and submit to DISTRICT (Attn: Special Projects Section) and CITY (Attention: City Engineer) for their review, comment and approval prior to advertising PROJECT for construction bids.

4. Make reasonable efforts during the preparation of IMPROVEMENT PLANS to avoid utility conflicts associated with UTILITY RELOCATIONS.

5. Keep an accurate accounting of all PROJECT costs associated with the TOTAL DISTRICT CONTRIBUTION as set forth in Recital J and provide this accounting along with future invoices to DISTRICT. The final accounting of construction costs shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, approved change orders and other such construction contract documents as may be necessary to establish the actual costs associated with PROJECT.

6. Prior to advertising PROJECT for public works construction contract, secure all necessary permits, approvals or agreements required by any federal, state and local resource or regulatory agencies pertaining to PROJECT. Such documents may include, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board ("CRWQCB"), a Streambed Alteration Agreement issued by the California Department of Fish and Wildlife, and a National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control Board or CRWQCB and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

7. Prior to advertising PROJECT for public works construction contract, secure all necessary rights of way, rights of entry and construction easements, and acquire all parcels necessary to construct, inspect, operate and maintain PROJECT.

8. Following the signing of improvement plans by all Parties, issue invoice to DISTRICT (Attn: Special Projects Section) for (i) the remainder of DESIGN CONTRIBUTION and, if applicable, (ii) DESIGN ADMIN. The invoice shall include an accounting of all design costs associated with the preparation of plans and specifications for PROJECT, a copy of the signed improvement plans, including, and if applicable, the associated design contract

administration cost. TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.

9. After complying with Sections I.1 through I.8, advertise a public works construction contract for PROJECT pursuant to the applicable provisions of the California Public Contract Code.

10. Prior to awarding a public works construction contract for PROJECT, provide DISTRICT seven (7) calendar days following construction bid opening to review and approve or reject bids for construction of PROJECT. DISTRICT may only reject bids found by DISTRICT to be unreasonably high.

11. After the end of DISTRICT's review period set forth in Section I.10, if DISTRICT has not rejected the bids for construction of PROJECT, award and administer a public works construction contract for PROJECT pursuant to the applicable provisions of the California Public Contract Code. COUNTY shall endeavor to award a public works Construction contract for PROJECT and begin construction within twenty-four (24) months of execution of this Agreement.

12. Provide DISTRICT (Attention: Special Projects Section) and CITY (Attention: City Engineer) with written notice that COUNTY has awarded a public works construction contract for PROJECT. The written notice shall include contractor's actual bid amounts for PROJECT, setting forth the lowest responsible bid contract amount.

13. At the time of providing written notice of the award of a construction contract as set forth in Section I.12, issue invoice to DISTRICT (Attention: Special Projects Section) for the payment of CONSTRUCTION CONTRIBUTION and CONSTRUCTION ADMINISTRATION CONTRIBUTION, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.

14. Prior to commencing construction of PROJECT, schedule and conduct a mandatory pre-construction meeting between COUNTY, COUNTY's construction manager, COUNTY's construction contractor(s), DISTRICT, CITY, and other affected entities. COUNTY shall notify DISTRICT (Attention: Special Project Section) and CITY (Attention: City Engineer) in writing at least twenty (20) days prior to conducting the pre-construction meeting.

15. Prior to commencing construction of PROJECT, furnish DISTRICT and CITY with final mylar PROJECT plans and assign ownership of PROJECT plans to DISTRICT and CITY.

16. Not Permit any change to or modification of DISTRICT-approved and CITY-approved IMPROVEMENT PLANS that would result in a change of functionality or maintainability of PROJECT without DISTRICT's prior written permission and consent. Failure to do so shall immediately be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to COUNTY that DISTRICT is unable to: a) perform its obligations under the Agreement and b) to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITY due, either in whole or in part, to said breach of this Agreement.

17. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all CITY and DISTRICT employees on the site.

18. Require its construction contractor(s) to include DISTRICT and CITY as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include DISTRICT and CITY as a third-party beneficiary of any and all warranties of the contractor's work with regard to DISTRICT FACILITY and APPURTENANCES.

19. Prior to commencing construction of PROJECT, procure or caused to be procured insurance coverages during the term of this Agreement. COUNTY shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance, including all endorsements and any and all other attachments. Prior to COUNTY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT.

20. Construct or cause to be constructed PROJECT pursuant to a COUNTY administered public works contract in accordance with IMPROVEMENT PLANS approved by DISTRICT, and CITY.

21. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager, and pay all costs associated therewith.

22. Furnish or cause its construction manager to furnish all construction survey and materials testing services necessary to ensure construction of PROJECT is accomplished in accordance with DISTRICT-approved, and CITY-approved IMPROVEMENT PLANS.

23. Within two (2) weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Special Projects Section and Construction Management Section) and CITY (Attention: City Engineer) that PROJECT construction is substantially complete and requesting that (i) DISTRICT conduct a final inspection of DISTRICT FACILITY and (ii) CITY conduct a final inspection of APPURTENANCES.

24. Assume ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITY and CITY to accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES as set forth herein.

25. Upon completion of PROJECT construction, provide DISTRICT (Attention: Special Projects Section) and CITY with a copy of COUNTY's recorded Notice of Completion. The recorded Notice of Completion shall be accompanied by the final accounting of all PROJECT construction costs as set forth in Section I.5.

26. Keep an accurate accounting of all PROJECT costs and provide this accounting to DISTRICT with COUNTY's Notice of Completion, as set forth in Section I.25. The final accounting of construction costs shall including, but not limited to, payment vouchers, approved change orders and other such construction contract documents as may be necessary to establish the actual cost of construction for DISTRICT and CITY approved IMPROVEMENT PLANS.

27. At the time of providing a Notice of Completion as set forth in Section I.25, invoice DISTRICT (Attention: Special Projects Section) for CHANGE ORDERS CONTRIBUTION, subject to and provided that DISTRICT CONTRIBUTION does not exceed a total sum of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.

28. Upon completion of PROJECT construction but prior to (i) DISTRICT's acceptance of DISTRICT FACILITY for ownership, operation and maintenance and (ii) CITY's acceptance of APPURTENANCES for ownership, operation and maintenance, provide DISTRICT and CITY with appropriate engineering documentation necessary to establish that PROJECT was constructed in accordance with DISTRICT-approved, and CITY-approved IMPROVEMENT PLANS.

29. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of DISTRICT FACILITY and CITY's acceptance of APPURTENANCES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT and CITY with redlined "record drawings" of PROJECT plans. After DISTRICT

and CITY approval of the redlined "record drawings", COUNTY's engineer shall schedule with DISTRICT and CITY a time to transfer the redlined changes into DISTRICT's original mylars at DISTRICT's office, after which the engineer shall review, stamp and sign mylars "record drawings."

30. Refund to DISTRICT, within thirty (30) days of filing the Notice of Completion as set forth in Section I.25, any unexpected portions of TOTAL DISTRICT CONTRIBUTION.

## SECTION II

DISTRICT shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA for PROJECT.

2. Within thirty (30) business days of receiving COUNTY's invoice to DISTRICT, pay COUNTY for fifty percent (50%) of DESIGN CONTRIBUTION as set forth in Section I.2, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.

3. Review IMPROVEMENT PLANS in accordance with the applicable DISTRICT, and CITY standards and approve IMPROVEMENT PLANS prior to advertising PROJECT for construction bids as set forth in Section I.3.

4. Within thirty (30) business days of receiving COUNTY's invoice to DISTRICT, pay COUNTY for the remaining fifty percent (50%) of DESIGN CONTRIBUTION following the signing of IMPROVEMENT PLANS as set forth in Section I.8, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.

5. Within seven (7) calendar days following COUNTY's public works construction bid opening, review and approve or reject bids for construction of PROJECT.

DISTRICT may only reject bids found by DISTRICT to be unreasonably high. DISTRICT shall not unreasonably withhold approval of contract.

6. Within thirty (30) business days of COUNTY awarding PROJECT construction contract, pay the costs associated with MSHCP, which is either the lesser of (i) three percent (3%) of the lowest responsible bid price, or (ii) three percent (3%) of lowest responsible bid price less the value of applicable project-specific mitigation. This amount is separate and apart from the \$500,000.00 PROJECT amount.

7. Within thirty (30) business days of receiving COUNTY's invoice to DISTRICT , pay COUNTY for CONSTRUCTION CONTRIBUTION and CONSTRUCTION ADMINISTRATION CONTRIBUTION as set forth in Section I.13, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.

8. Conduct periodic inspections of DISTRICT FACILITY construction for quality control purposes and provide any comments to COUNTY's designated PROJECT construction inspector.

9. Upon receipt of COUNTY's written Notice of Completion that PROJECT construction is substantially complete as set forth in Section 1.25, conduct a final inspection of DISTRICT FACILITY.

10. Accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITY once all of the following takes place: (i) DISTRICT's inspection of DISTRICT FACILITY in accordance with Sections I.23 and II.8, (ii) DISTRICT's acceptance of DISTRICT FACILITY construction as being complete, (iii) DISTRICT's receipt of COUNTY's recorded Notice of Completion as set forth in Section I.25., (iv) DISTRICT's receipt of appropriate engineering documentation as set forth in Section I.28, (v) DISTRICT's receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.29, and (vi)

DISTRICT's sole determination that DISTRICT FACILITY are in a satisfactorily maintained condition as set forth in Section IV.4.

11. Pay COUTY, withing thirty (30) business days after receipt of COUNTY's appropriate invoice, for CHANGE ORDERS CONTRIBUTION, as set forth in Section I.27, subject to and provided that DISTRICT CONTRIBUTION does not exceed a total sum of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.

SECTION III

CITY shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.

2. Review and approve IMPROVEMENT PLANS prior to COUNTY advertising PROJECT, for construction bids.

3. Relocate or cause to be relocated all conflicting CITY owned utilities. CITY shall also order the relocation of all other non-CITY owned utilities within CITY rights of way which conflict with the construction of PROJECT.

4. Conduct periodic inspections of APPURTENANCES construction for quality control purposes at its sole cost and provide any comments to COUNTY's designated PROJECT construction inspector.

5. Upon receipt of COUNTY's written notice that PROJECT construction is substantially complete, conduct a final inspection of APPURTENANCES.

12. Accept ownership and responsibility for the operation and maintenance of APPURTENANCES once the following takes place: (i) CITY inspection of APPURTENANCES in accordance with Sections I.23. and III.4., (ii) CITY acceptance of APPURTENANCES as being complete, (iii) receipt of COUNTY's recorded Notice of Completion as set forth in Section I.25., (iv) receipt of appropriate engineering documentation as

set forth in Section I.28., and (v) CITY's receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.29.

#### SECTION IV

It is further mutually agreed:

1. Notwithstanding any other provision herein this agreement TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT and shall be used by COUNTY solely for the purpose of the design and construction of said PROJECT as set forth herein. No additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications, extensions or repairs.

2. In the event the actual construction cost for PROJECT is less than CONSTRUCTION CONTRIBUTION, COUNTY shall refund the difference to DISTRICT within thirty (30) business days of COUNTY's filing the Notice of Completion for PROJECT.

3. DISTRICT and CITY personnel may observe and inspect all work being done on PROJECT but shall provide any comments to COUNTY personnel who shall be solely responsible for all communications with COUNTY's construction contractor(s).

4. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITY, DISTRICT FACILITY shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT FACILITY is not in an acceptable condition, corrections will be made at sole expense of COUNTY.

5. DISTRICT, the CITY, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. COUNTY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. COUNTY

agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

6. COUNTY shall indemnify, defend, save and hold harmless DISTRICT and CITY (including their respective directors, officers, Board of Supervisors, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to COUNTY's (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including, but not limited to (a) property damage, (b) bodily injury or death, (c) payment of attorney fees or (d) any other element of any kind or nature whatsoever. This section shall survive any termination of this Agreement until the statute of limitations period has run for any claims that could be asserted under this Agreement.

7. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8. This Agreement is to be construed in accordance with the laws of the State of California.

9. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

10. Neither Party shall assign this Agreement without the written consent of the other Party. Any attempt to delegate or assign any interest herein shall be deemed void and of no effect.

11. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

12. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Contracts Services Section

RIVERSIDE COUNTY OFFICE OF  
ECONOMIC DEVELOPMENT  
3403 Tenth Street, Suite 400  
Riverside, CA 92501  
Attn: Erik V. Sydow

CITY OF PERRIS  
101 N. D Street  
Perris, CA 92570  
Attn: John Pourkazemi

13. This Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

14. Any waiver by the Parties of any breach by any other Party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of the Parties to require from any other Party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof or stopping the Parties from enforcing this Agreement.

15. The obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution toward PROJECT as set forth herein. In the event that such funds are not forth coming for any reason, DISTRICT shall immediately notify COUNTY in writing. Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by COUNTY.

16. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

17. No alternation or variation of the terms of this Agreement shall be valid unless made in writing and signed by both Parties, and no oral understanding or agreement not incorporated herein shall be binding on either Party hereto.

18. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this.

19. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17) for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use

of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

//

//

IN WITNESS WHEREOF, the Parties hereto have executed this Cooperative Agreement on

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

By \_\_\_\_\_  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:  
MINH C. TRAN  
COUNTY COUNSEL

ATTEST:  
KIMBERLY RECTOR  
Clerk of the Board

By \_\_\_\_\_  
RYAN YABKO  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

Cooperative Funding Agreement with the County of Riverside and City of Perris  
Metz Road Lateral Storm Drain  
Project No. 4-0-00081  
Miscellaneous No. 213  
MM:blj  
03/18/24

**RECOMMENDED FOR APPROVAL:**

**COUNTY OF RIVERSIDE**

By \_\_\_\_\_  
SUZANNE HOLLAND, Director  
Office of Economic Development

By \_\_\_\_\_  
CHUCK WASHINGTON, Chair  
Board of Supervisors

**APPROVED AS TO FORM:**

**ATTEST:**

**COUNTY COUNSEL**

**KIMBERLY RECTOR**  
Clerk of the Board

By \_\_\_\_\_  
STEPHANIE NELSON  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

Cooperative Funding Agreement with the County of Riverside and City of Perris  
Metz Road Lateral Storm Drain  
Project No. 4-0-00081  
Miscellaneous No. 213  
MM:bjj  
03/18/24

RECOMMENDED FOR APPROVAL:

**CITY OF PERRIS**

By \_\_\_\_\_  
CLARA MIRAMONTES  
City Manager

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
ROBERT KHUU  
City Attorney

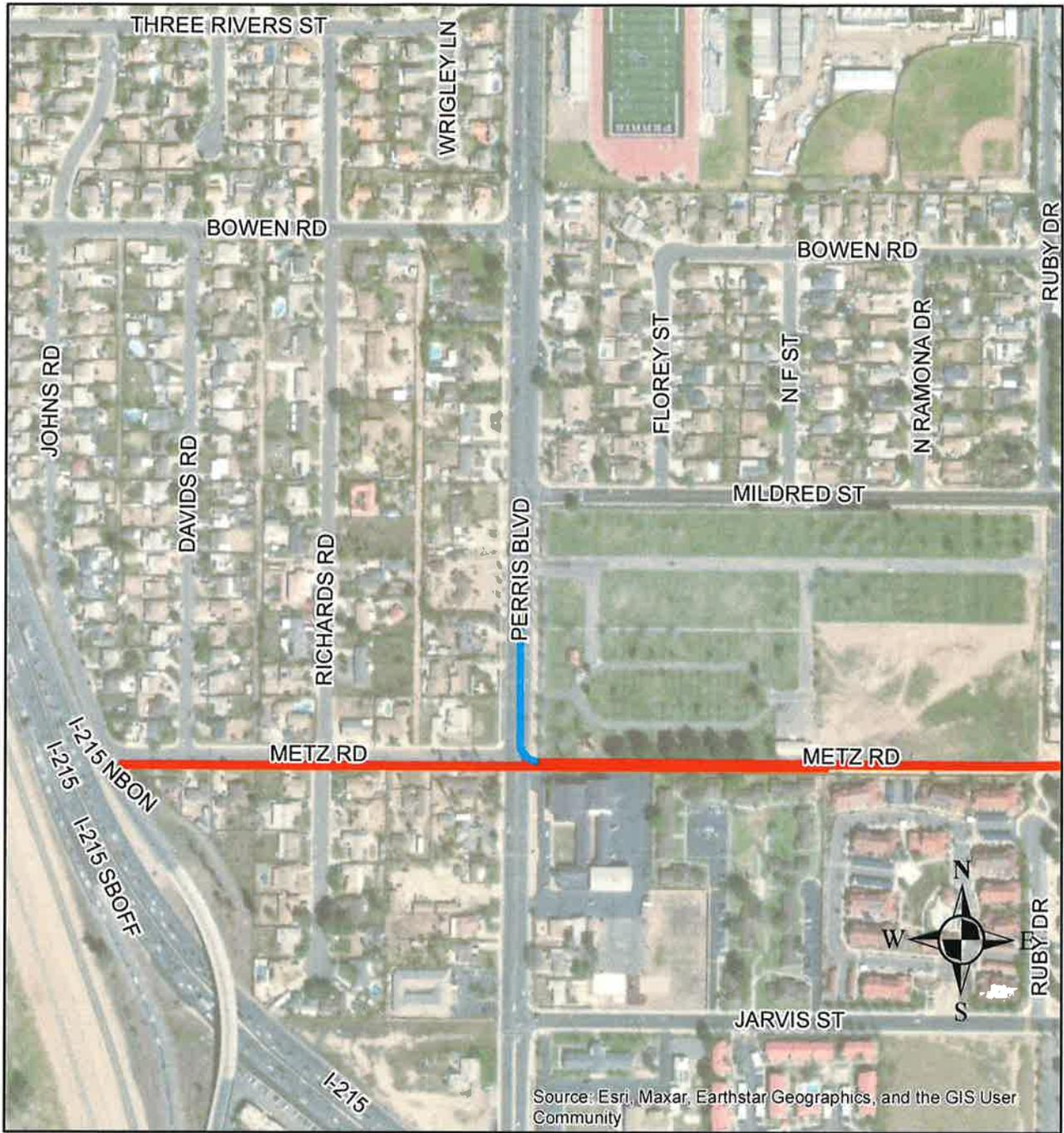
By \_\_\_\_\_  
NANCY SALAZAR  
City Clerk

(SEAL)

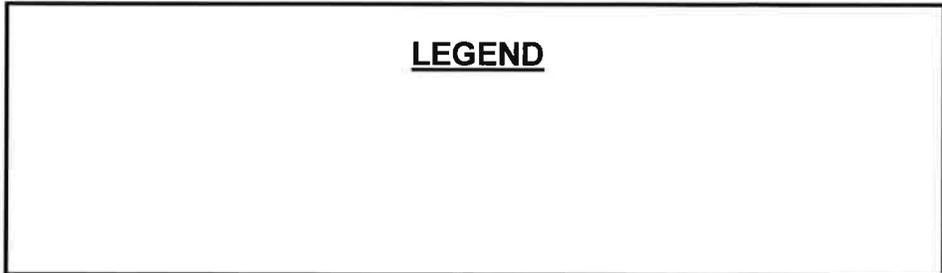
Cooperative Funding Agreement with the County of Riverside and City of Perris  
Metz Road Lateral Storm Drain  
Project No. 4-0-00081  
Miscellaneous No. 213  
MM:blj  
03/18/24

# Attachment 2

Exhibit A – Project Exhibit



Metz Road Lateral Storm Drain  
 Project No. 4-0-00081  
 MS 213





# CITY OF PERRIS

10.J.

## CITY COUNCIL AGENDA SUBMITTAL

**DATE:** March 26, 2024

**SUBJECT:** Road Closure for Both Eastbound Lanes on West Elm Parkway Associated to Tract No. 37262

**REQUESTED ACTION:** Approve Lennar Homes Request for a Road Closure for Both Eastbound Lanes on West Elm Parkway, Between Goetz Road and Diamonte Way

**CONTACT:** John Pourkazemi, City Engineer

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### BACKGROUND/DISCUSSION:

On March 7, 2024 the Engineering Department received a road closure request from Lennar Homes to facilitate the installation of a 36 inch storm drain as part of the development Tract No. 37262. The proposed closure will close both eastbound lanes on West Elm Parkway, between Goetz Road and Diamonte Way. The westbound lanes on West Elm Parkway will remain open to traffic.

The Engineering Department has reviewed the extent of the storm drain installation and has deemed the closure necessary for safety purposes and to negate traffic impact. The proposed road closure is anticipated to begin April 1, 2024, and end by April 12, 2024.

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### BUDGET (or FISCAL) IMPACT:

No fiscal impact.

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Prepared by: Alondra Pelayo, Administrative Technician I, Engineering Department

### REVIEWED BY:

City Attorney \_\_\_\_\_  
Assistant City Manager W13  
Deputy City Manager ER

### Attachments:

1. Vicinity Map
2. Traffic Control Plan

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

# ATTACHMENT 1

VICINITY MAP



# ATTACHMENT 2

Traffic Control Plan







# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

10.K.

**MEETING DATE:** March 26, 2024

**SUBJECT:** Funding Agreement for the City of Perris Paragon Park Fund pursuant to the Mid County Parkway/State Route 60 Truck Lanes Project Settlement Agreement dated June 29, 2018

**REQUESTED ACTION:** Approve the Funding Agreement for the City of Perris Paragon Park Fund; and authorize the City Manager or her designee to negotiate, finalize, and execute the Agreement and all related documents, subject to City Attorney approval as to form.

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

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

On June 29, 2018, the Riverside County Transportation Commission (“RCTC”) and the California Department of Transportation entered into a settlement agreement (“Agreement”) with the Center for Biological Diversity Sierra Club, San Bernardino Valley Audubon Society, Friends of the Northern San Jacinto Valley, and Residents for a Livable Moreno Valley in connection with the Mid County Parkway or State Route 60 Truck Lanes Project. Pursuant to Exhibit A, No. 3 of said Agreement (see Attachment 3), RCTC shall provide the City of Perris with up to \$50,000 to fund landscape and hardscape improvements at Paragon Park located at 264 Spectacular Bid, Perris, CA 92571. As stipulated in the Agreement, it is at the discretion of the City of Perris, that funding shall prioritize benefits at Paragon Park for community recreation, wildlife habitat value, and reducing air and noise pollution, including, but not limited to, drought tolerant landscaping such as trees, bushes, and native vegetation that can block or absorb air and noise pollution or a community garden with plots to produce fruit, vegetables, and/or plants.

As part of RCTC’s obligations of said Agreement, RCTC has notified the City of Perris of available park improvement funds and requires city acceptance of these funds. City Council approval of the attached Funding Agreement for the City of Perris Paragon Park Fund will allow city to formally accept funding via reimbursement from RCTC and proceed with park improvements to be completed by December 31, 2024. Following approval of the Funding Agreement, staff will propose and present park improvements at a future Parks and Recreation Committee meeting.

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**BUDGET (or FISCAL) IMPACT:**

There is no significant fiscal impact related to the preparation of this item.

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Prepared by: Sabrina Chavez, Director of Community Services

**REVIEWED BY:**

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

Assistant City Manager *MB*

Deputy City Manager *ER*

**Attachments:**

1. Paragon Park Location Map
2. Funding Agreement for the City of Perris Paragon Park Fund
3. Settlement Agreement dated June 29, 2018

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



**CITY OF PERRIS**  
COMMUNITY SERVICES

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# ATTACHMENT 1: PARAGON PARK LOCATION MAP



# CITY OF PERRIS

COMMUNITY SERVICES

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## Paragon Park Location Map



Project Location - Paragon Park



**CITY OF PERRIS**  
COMMUNITY SERVICES

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**ATTACHMENT 2:  
FUNDING AGREEMENT FOR THE CITY  
OF PERRIS PARAGON PARK FUND**

**FUNDING AGREEMENT FOR THE CITY OF PERRIS  
PARAGON PARK FUND PURSUANT TO THE  
MID COUNTY PARKWAY/STATE ROUTE 60 TRUCK LANES PROJECT  
SETTLEMENT AGREEMENT DATED JUNE 29, 2018**

THIS FUNDING AGREEMENT (“Agreement”) is made and entered into as of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the Riverside County Transportation Commission (“RCTC”) and City of Perris (“City”).

1. Recitals.

1.1 On or about June 29, 2018, RCTC and the California Department of Transportation entered into a settlement agreement (“Settlement Agreement”) with petitioners the Center for Biological Diversity, Sierra Club, San Bernardino Valley Audubon Society, Friends of the Northern San Jacinto Valley, and Residents for a Livable Moreno Valley (the “Petitioners”) to establish the terms of a full and complete settlement of all claims and actions raised in *Center for Biological Diversity, et al. v. Riverside County Transportation Commission*, California Court of Appeals, Fourth Appellate District Case No. E069277 (filed October 12, 2017); *Center for Biological Diversity, et al. v. Federal Highway Administration, et al.*, Ninth Circuit Court of Appeals Case No. 17-56080 (filed July 28, 2017); and *Center for Biological Diversity, et al. v. California Department of Transportation*, Riverside County Superior Court Case No. RIC 1607468 (filed June 16, 2016) in connection with any past or future approval of the Mid County Parkway or State Route 60 Truck Lanes projects (the “Projects”) or the environmental review performed for the Projects under the California Environmental Quality Act and other laws.

1.2 Paragraph 3 of Attachment A to the Settlement Agreement provides:

RCTC shall provide up to \$50,000 to the City of Perris for landscape and hardscape improvements to the vacant City-owned 2.3 acre parcel adjacent to Paragon Park, and to enlarge the park, if acceptable to the City of Perris. At the discretion of the City of Perris, funding shall prioritize benefits for community recreation, wildlife habitat value, and reducing air and noise pollution, including, but not limited to, drought tolerant landscaping such as trees, bushes, and native vegetation that can block or absorb air and noise pollution or a community garden with plots to produce fruits, vegetables, and/or plants. RCTC shall inform Petitioners of the notice provided to the City of Perris and outcome of the funding. To the extent such funding is not exhausted for these express purposes within three years from commencement of construction for the Mid County Parkway, at Petitioners’ written request, RCTC shall place the remaining funding into the Conservation Land Fund described in paragraph 4, to be used according to the provisions of those funds.

1.3 In a letter dated February 12, 2021, RCTC provided the City with notice of the availability of the \$50,000 consistent with the Settlement Agreement. RCTC did not receive a response to the letter.

1.4 To date, Petitioners have not submitted a written request to RCTC to place any portion of the aforementioned \$50,000 into the Conservation Land Fund described in the Settlement Agreement.

1.5 This agreement serves to memorialize RCTC's intent to provide the City up to \$50,000 in funds in the form of reimbursements for landscape and hardscape improvements to the vacant City-owned 2.3-acre parcel adjacent to Paragon Park and the potential enlargement of Paragon Park (the "Project"), subject to the terms set forth in this Agreement.

## 2. Terms.

2.1 General Scope. The funds provided pursuant to this Agreement are specifically for the Project and are the entire amount that RCTC intends to provide the City in connection with the Project.

2.2 Fees and Payment. The total amount of funding to be provided by RCTC pursuant to this Agreement shall not exceed Fifty Thousand Dollars (\$50,000). RCTC shall provide the City this funding via reimbursement, as set forth in Section 2.3. RCTC will reimburse the City only for the following expenses incurred by the City:

- Expenses relating to landscape and hardscape improvements to the vacant City-owned 2.3-acre parcel adjacent to Paragon Park. These improvements must prioritize benefits for community recreation, wildlife habitat value, and reducing air and noise pollution. The improvements may include drought tolerant landscaping such as trees, bushes, and native vegetation that can block or absorb air and noise pollution or a community garden with plots to produce fruits, vegetables, and/or plants.
- Expenses to enlarge Paragon Park.

2.3 Reimbursement. RCTC shall reimburse the City, as promptly as fiscal procedures will permit, upon the City's submission of the appropriate request for reimbursement and corresponding receipts as outlined in this section and upon receipt by RCTC's Contract Administrator of requests for reimbursements in triplicate. The City shall submit invoices no later than 60 calendar days after the occurrence of the expenditure for which reimbursement is being sought, and no request shall be submitted later than December 31, 2024, as set forth in Section 2.4 of this Agreement. Reimbursement requests shall detail the amount of money spent, include receipts, and describe how the expenditure benefits community recreation, wildlife habitat value, and/or reducing air and noise pollution consistent with the purposes of the Project.

Reimbursement requests shall reference this Agreement number and project title. Reimbursements shall continue until the \$50,000 is exhausted, or until this Agreement is earlier terminated pursuant to Section 2.4, as detailed below.

Reimbursement requests shall be mailed and emailed to the RCTC Contract Administrator at the following address:

Riverside County Transportation Commission  
Attention: Accounts Payable  
P.O. Box 12008  
Riverside, CA 92502  
Email: ap@rtc.org

2.4 Term. RCTC will only reimburse reimbursement requests that the City has provided to RCTC by December 31, 2024. RCTC will not provide reimbursement for requests received after December 31, 2024.

At any time during the term of this Agreement, Petitioners may request RCTC place any portion of the \$50,000 in funding that has not been expended into a Conservation Land Fund described in Paragraph 4 of the Settlement Agreement. If this occurs, RCTC shall inform the City of this request, and from that point forward, RCTC shall have no further obligation to provide any additional funds to the City under this Agreement.

2.5 Indemnification. The City shall defend, indemnify and hold RCTC, its directors, officials, officers, employees, agents and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of the City or any of its agents, employees, contractors, volunteers, or service providers arising out of or in connection with the Project or City's performance of this Agreement, including without limitation the payment of consequential damages and attorneys' fees. Further, the City shall defend at its own expense, including the payment of attorneys' fees, RCTC, its officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct. The City shall reimburse RCTC and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

### 3. General Provisions.

3.1 Delivery of Notices. All notices permitted or required under this Agreement shall be mailed and emailed to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Riverside County Transportation Commission  
4080 Lemon Street, Third Floor  
P. O. Box 12008 Riverside, California 92502-2208  
Attn: Anne Mayer, Executive Director  
Email: amayer@rtc.org

City of Perris  
Perris City Hall  
101 N. D Street  
Perris, California 92570  
Attn: Clara Miramontes, City Manager  
Email: cmiramontes@cityofperris.org

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid and addressed to the party at its applicable address.

3.2 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suits.

3.3 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing and signed by both parties.

3.4 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties and shall not be assigned by City without the prior written consent of RCTC.

3.7 Administration.

(a) RCTC's Executive Director, or her designee, shall administer this contract on behalf of RCTC.

(b) The City hereby designates City Manager, or his or her designee, to act as its representative to administer this contract on behalf of the City ("City's Representative"). City's Representative shall have full authority to represent and act on behalf of the City for all purposes under this contract.

4. Equal Opportunity Employment. The City represents that it is an equal opportunity employer, and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

5. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Agreement by reference as though fully set forth herein.

6. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

7. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

8. Authority to Enter Agreement. The City has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

9. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

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

11. Electronically Submitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**CITY OF PERRIS**

By: \_\_\_\_\_  
Anne Mayer  
Executive Director

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

*Approved as to Form:*

Attest:

By: \_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

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



**CITY OF PERRIS**  
COMMUNITY SERVICES

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**ATTACHMENT 3:  
SETTLEMENT AGREEMENT DATED  
JUNE 29, 2018**

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) dated and made effective as of June 29, 2018, is entered into by, between, and among the Riverside County Transportation Commission (“RCTC”), the California Department of Transportation (“Caltrans”) and the Center for Biological Diversity, Sierra Club, San Bernardino Valley Audubon Society, Friends of the Northern San Jacinto Valley, and Residents for a Livable Moreno Valley (“Petitioners”) (each of whom shall be referred to individually as a “Party” or collectively as the “Parties”). It is the intent of the Parties that this Agreement shall establish the terms of a full and complete settlement of all claims and actions raised in *Center for Biological Diversity et al. v Riverside County Transportation Commission*, California Court of Appeals, Fourth Appellate District Case No. E069277 (filed Oct. 12, 2017); *Center for Biological Diversity et al. v. Federal Highway Administration et al.*, Ninth Circuit Court of Appeals Case No. 17-56080 (filed July 28, 2017); and *Center for Biological Diversity et al. v California Department of Transportation*, Riverside County Superior Court Case No. RIC 1607468 (filed June 16, 2016) (jointly, the “Litigation”), or that could have been raised in those cases or in connection with any other past or future approval of the Mid County Parkway or State Route 60 Truck Lanes Project (the “Projects”), and/or the environmental review performed for the Projects under the California Environmental Quality Act (“CEQA”), the National Environmental Policy Act (“NEPA”), or any other law so long as the Projects are consistent with the terms of this Agreement and substantially similar and consistent with the Projects as approved by RCTC in Resolution No. 15-006, the Federal Highway Administration (“FHWA”) in the Record of Decision (“ROD”) for the Mid County Parkway, and the California Department of Transportation (“Caltrans”) in the Initial Study with Proposed Mitigated Negative Declaration / Environmental Assessment with Finding of No Significant Impact for the State Route 60 Truck Lanes Project. The terms of this Agreement are intended to be the limit of the Parties’ obligations.

### I. RECITALS

- A. As set forth more fully in RCTC’s Resolution No. 15-006, FHWA’s August 17, 2015 ROD for the Mid County Parkway, and the Final Environmental Impact Report / Environmental Impact Statement and Final Section 4(f) Evaluation, the Mid County Parkway consists of a sixteen mile, limited access, six-lane freeway infrastructure project in Riverside County that connects I-215 in the city of Perris with State Route 79 in the city of San Jacinto and also includes improvements to I-215 in the vicinity of Perris.
- B. As set forth more fully in Caltrans’ Initial Study with Proposed Mitigated Negative Declaration / Environmental Assessment with Finding of No Significant Impact, the State Route 60 Truck Lanes Project is a public safety project that includes improvements to State Route-60 along a 4.5-mile stretch of highway in unincorporated Riverside County between the cities of Moreno Valley in the west and Beaumont in the east that would add eastbound and westbound truck-climbing lanes, inside and outside shoulders, modify horizontal and vertical alignments, and construct wildlife under crossings and retaining walls.
- C. On May 7, 2015, Petitioners filed a Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief asserting alleged CEQA violations regarding RCTC’s

approval of the Mid County Parkway, including adoption of Resolution No. 15-006 certifying the Final Environmental Impact Report on April 8, 2015, in *Center for Biological Diversity et al. v Riverside County Transportation Commission*. On June 4, 2015, Petitioners filed the First Amended Petition.

- D. On January 22, 2016, Petitioners filed a Civil Complaint for Declaratory and Injunctive Relief alleging violations under NEPA and the Department of Transportation Act regarding the FHWA's approval of the Mid County Parkway, including execution of the associated August 17, 2015 Environmental Impact Statement, in *Center for Biological Diversity et al. v. Federal Highway Administration et al.*
- E. On May 26, 2016, the U.S. District Court for the Central District of California granted RCTC's motion to intervene in *Center for Biological Diversity et al. v. Federal Highway Administration et al.*
- F. On June 16, 2016, Petitioners filed a Petition for Writ of Mandate against Caltrans and Real Party In Interest RCTC asserting alleged violations of CEQA related to the approval of the State Route 60 Truck Lanes Project and associated Initial Study with Proposed Mitigated Negative Declaration / Environmental Assessment with Finding of No Significant Impact in *Center for Biological Diversity et al. v California Department of Transportation*.
- G. On May 31, 2017, the U.S. District Court for the Central District of California entered a judgment in favor of FHWA and RCTC and dismissed Petitioners' complaint with prejudice in *Center for Biological Diversity et al. v. Federal Highway Administration et al.*
- H. On July 27, 2017, Petitioners filed an appeal seeking review of the U.S. District Court's decision in *Center for Biological Diversity et al. v Federal Highway Administration*, which is currently pending before the Ninth Circuit Court of Appeals.
- I. On August 8, 2017, the Riverside County Superior Court issued a Judgment denying Petitioners proposed writ of mandate and complaint in *Center for Biological Diversity et al. v Riverside County Transportation Commission*.
- J. On October 10, 2017, Petitioners filed an appeal seeking review of the Superior Court's decision in *Center for Biological Diversity et al. v Riverside County Transportation Commission*, which is currently pending before the California Court of Appeal for the 4th Appellate District, Division 2.
- K. The Parties have agreed to use this Settlement Agreement to achieve a full and complete resolution of all claims that have been asserted or that could be asserted by the Petitioners, Caltrans or RCTC in the Litigation, or in any future disputes, claims, or actions, in relation to the Projects as outlined in this Agreement, so long as the Projects are consistent with the terms of this Agreement and substantially similar and consistent with the Projects as approved by RCTC in Resolution No. 15-006, the FHWA in the ROD for the Mid County Parkway, and Caltrans in the Initial Study with Proposed

Mitigated Negative Declaration / Environmental Assessment with Finding of No Significant Impact for the State Route 60 Truck Lanes Project.

## **II. TERMS**

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **A. RCTC's Obligations.**

1. As designated in Exhibit "A," RCTC shall implement the terms and actions set forth in Exhibit "A."
2. Without admitting any liability, and in consideration of the terms of the Agreement, RCTC agrees to pay to Petitioner's counsel, the Center for Biological Diversity, in satisfaction of all attorney's fees, costs, and other litigation expenses, the sum of \$250,000 as full and final settlement of all outstanding claims, including any claims for attorneys' and consultants' fees and costs relating to the Litigation (the "Settlement Payment"). The Settlement Payment will be in the form of a check made payable to the "Center for Biological Diversity" to be delivered to Petitioners' counsel, Center for Biological Diversity, within thirty (30) days after the Dismissal with Prejudice of *Center for Biological Diversity et al. v Riverside County Transportation Commission*, California Court of Appeals, Fourth Appellate District Case No. E069277; *Center for Biological Diversity et al. v. Federal Highway Administration et al.*, Ninth Circuit Court of Appeals Case No. 17-56080; and *Center for Biological Diversity et al. v California Department of Transportation*, Riverside County Superior Court Case No. RIC 1607468. Except as set forth in this Agreement, Petitioners and their legal counsel specifically waive any right and/or claim to any additional fees, costs, and/or consultant fees related to this Litigation and/or the Projects.

### **B. Caltrans's Obligations.**

1. As designated in Exhibit "A," Caltrans shall implement the terms and actions set forth in Exhibit "A."

### **C. Petitioners' Obligations.**

1. Duty Not to Object or Disrupt Process for Project Approval. Petitioners support this Agreement and do not oppose the Projects with the conditions imposed by this Agreement. The Center for Biological Diversity, San Bernardino Valley Audubon Society, Friends of the Northern San Jacinto Valley, and Residents for a Livable Moreno Valley on behalf of themselves, their current and future agents, successors, assigns, designees, and officers, will not directly object, oppose, delay, or disrupt the full and complete design, approval, or construction of the Projects subject to the terms and conditions of this Agreement, nor will they

directly encourage or fund others to undertake the actions in this paragraph, so long as the Projects are consistent with the terms of this Agreement and substantially similar and consistent with the Projects as approved by RCTC in Resolution No. 15-006, FHWA's ROD for the Mid County Parkway, and Caltrans' approval of the State Route 60 Truck Lanes Project. Petitioners, on behalf of themselves, their agents, successors, assigns, designees, and officers, further agree that they will not submit or provide verbal or written comments in administrative proceedings to any decision-making body or public agency, including any other public agency that must issue a Project approval, that are critical of the Projects or are intended to object to or oppose the full and complete design approval, or construction of the Projects, subject to the terms and conditions of this Agreement, and so long as the Projects are consistent with the terms of this Agreement and substantially similar and consistent with the Projects as approved by RCTC in Resolution No. 15-006, FHWA's ROD for the Mid County Parkway, and Caltrans' approval of the State Route 60 Truck Lanes Project. Petitioners' obligations under this Agreement do not include any limitations on Petitioners' ability to participate in, object to, oppose, or challenge local, regional, statewide, or national processes affecting public health and safety, environmental health and welfare, or public funding.

If any person purporting to act as a representative of, or otherwise on behalf of, any of the Petitioners takes any action that if taken by any of Petitioners would constitute a breach of the obligations under this Agreement, including without limitation the obligations to not provide verbal or written comments critical of the Projects or are intended to delay or oppose the Projects, RCTC may request a sworn statement of repudiation from the applicable Petitioners. Within fifteen days of receipt of such request, the applicable Petitioners shall provide RCTC with a statement, duly authorized, executed, and notarized on letterhead, providing that (a) such person has not been authorized by that Petitioner to take such action; (b) such action does not represent the position of the Petitioners; and (c) that the Petitioner determined that the Agreement was in its best interest and is committed to carrying out the purpose and intent of the Agreement.

2. Covenant not to Sue. Petitioners on behalf of themselves and their current and future agents, successors, assigns, designees, and officers, agree not to initiate, commence, or participate in any administrative appeal or lawsuit against RCTC, FHWA, Caltrans, RCA or any other public or private entity or the members or officers thereof relating to the Projects' design, construction, environmental review, or approval – whether under CEQA, NEPA, or any other laws – except to enforce the terms of this Agreement, so long as the Projects are consistent with the terms of this Agreement and substantially similar and consistent with the Projects as approved by RCTC in Resolution No. 15-006, FHWA in the ROD for the Mid County Parkway, and Caltrans in the approval of the State Route 60 Truck Lanes Project. Petitioners for themselves and on behalf of their agents, successors, assigns, designees, and officers shall not sue (i.e., initiate, commence, or participate in any administrative appeal or lawsuit) to invalidate the Projects and the use or modification of the Projects including, but not limited to, any

approvals needed for the development of any phase of the Projects, as long as the development or use is consistent with the terms of this Agreement and the Projects are consistent with the terms of this Agreement and substantially similar and consistent with the Projects as approved by RCTC in Resolution No. 15-006, FHWA in the ROD for the Mid County Parkway, and Caltrans in the approval of the State Route 60 Truck Lanes Project. Petitioners on behalf of themselves and their agents, successors, assigns, designees, and officers further agree not to fund others to initiate or commence a lawsuit. Petitioners specifically retain, however, the right to assert a claim, demand or cause of action challenging any failure by RCTC or Caltrans to comply with this Agreement.

3. **Dismissal of Litigation.** Within five (5) business days of the execution of this Agreement or execution of an agreement between Petitioners, RCTC, and the Western Riverside County Regional Conservation Authority implementing the provisions found in Sections 4 and 5 of Exhibit A of this Agreement, whichever is later, Petitioners shall file with the applicable courts dismissals of the Litigation, and any and all claims against RCTC, Caltrans, and FHWA related to the Projects, with prejudice, including in the following cases: *Center for Biological Diversity et al. v Riverside County Transportation Commission*, California Court of Appeals, Fourth Appellate District Case No. E069277 (filed Oct. 12, 2017); *Center for Biological Diversity et al. v. Federal Highway Administration et al.*, Ninth Circuit Court of Appeals Case No. 17-56080 (filed July 28, 2017); *Center for Biological Diversity et al. v California Department of Transportation*, Riverside County Superior Court Case No. RIC 1607468 (filed June 16, 2016).

**D. Enforcement of Agreement.** No action for breach of this Agreement shall be brought or maintained until: (a) the non-breaching Party provides written notice to the breaching Party which explains with particularity the nature of the claimed breach, and (b) within thirty (30) days after receipt of said notice, the breaching Party fails to cure the claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a thirty (30) day period, the breaching Party fails to commence to cure the claimed breach within such thirty (30) day period, and thereafter diligently complete the activities reasonably necessary to remedy the claimed breach.

**E. Verification of Compliance.** The Parties may request in writing that other Parties to this Agreement provide verification of compliance with the terms of this Agreement, including Exhibit A and attachments. The Party or Parties receiving the request shall provide the requesting Party with such verification within sixty (60) days of receipt of the request. Such verification shall be in writing and shall include a signed statement from a representative of the Party, or their respective successors as the case may be, that the Party has fully complied or is fully complying with their obligations in this Agreement, including Exhibit A and attachments.

**F. Limits.** This Agreement shall not be construed as creating any right or benefit, substantive or procedural, enforceable at law or in equity, by any Party against RCTC or any of its governmental agencies, departments, political subdivisions or any other public entities other than those set forth herein.

- G. Notices.** Any notice or request required to be given to either Party under this Agreement shall be given in writing and shall be personally delivered or mailed by prepaid registered or certified mail and, where applicable, emailed to the addresses below:

Riverside County Transportation Commission	Executive Director Riverside County Transportation Commission Attn: Executive Director 4080 Lemon Street, 3rd Floor Riverside, CA 92502-2208
Center for Biological Diversity	Center for Biological Diversity 1212 Broadway, Suite 800 Oakland, CA. 94612 Attn: Jonathan Evans, Senior Attorney jevans@biologicaldiversity.org
Sierra Club	Sierra Club 2101 Webster St. Suite 1300 Oakland, CA. 94612 Attn: Aaron Isherwood, Coordinating Attorney Aaron.isherwood@sierraclub.org  With copy to:  Chapter Chair and/or Conservation Chair San Geronio Chapter Sierra Club P.O. Box 5425 Riverside, CA 92517  Sierra Club, Moreno Valley Group Conservation Chair and/or Group Chair P.O. Box 1325 Moreno Valley, CA 92556-1325.
San Bernardino Valley Audubon Society	San Bernardino Valley Audubon Society P.O. Box 10973 San Bernardino, CA 92423-0973 Attn: Drew Feldmann, Conservation Committee drewf3@verizon.net

Friends of the Northern San Jacinto Valley	Friends of the Northern San Jacinto Valley P.O. Box 4266 Idyllwild CA 92549 Attn: Sue Nash, Attorney for Friends of the Northern San Jacinto Valley northfriends@northfriends.org
Residents for a Livable Moreno Valley	Residents for a Livable Moreno Valley P.O. Box 6195 Moreno Valley, California 92554
California Department of Transportation	California Department of Transportation District 8 464 W. 4 <sup>th</sup> Street San Bernardino, CA 92401 Attn: District Director  With copy to: California Department of Transportation Legal Division 4050 Taylor Street MS-130 San Diego, CA 92110 Attn: Deputy Chief Counsel

Any address may be changed by providing written notice to all of the other Parties.

Communications required in Exhibit A shall be given in writing and shall be mailed to those same addresses detailed above and, where applicable, emailed; registered or certified mail is unnecessary.

**H. Entire Agreement.** The Parties acknowledge that this Agreement is signed and executed without reliance upon any actual or implied promises, warranties or representations made by any of the Parties or by any representative of any of the Parties, other than those that are expressly contained within this Agreement. This Agreement, including the true and correct Recitals above, exhibits, and attachments, inclusive of all definitions contained therein, that are incorporated by reference herein as operative covenants and specifically relied upon by the Parties in executing this Agreement, constitutes the entire agreement and understanding among and between the Parties and supersedes any and all other agreements whether oral or written between the Parties.

**I. Mutual General Releases.**

1. Except as set forth in this Agreement, Petitioners release RCTC and Caltrans and their respective owners, affiliates, members, council members, commissioners, officers, employees, agents and attorneys from any and all claims, demands, liabilities, obligations, costs, expenses, fees, actions, and/or causes of action that Petitioners have had or have as of the effective date of this Agreement arising out of, or connected to, the Litigation and the Projects, whether known, unknown or suspected.

2. Except as set forth in this Agreement, RCTC and Caltrans release Petitioners and their respective owners, affiliates, members, council members, commissioners, officers, employees, agents and attorneys from any and all claims, demands, liabilities, obligations, costs, expenses, fees, actions, and/or causes of action that RCTC and Caltrans have had or have as of the effective date of this Agreement arising out of, or connected to, the Litigation and the Projects, whether known, unknown or suspected.

**J. California Civil Code Section 1542.** Upon the Effective Date, as that term is defined below, each of the Parties has read and has otherwise been informed of the meaning of Section 1542 of the California Civil Code, and has consulted with its respective counsel, to the extent that any was desired, and understands the provisions of Section 1542. Each of the Parties hereby expressly waives the rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

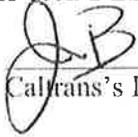
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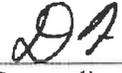
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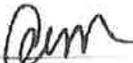
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2. Except as set forth in this Agreement, RCTC and Caltrans release Petitioners and their respective owners, affiliates, members, council members, commissioners, officers, employees, agents and attorneys from any and all claims, demands, liabilities, obligations, costs, expenses, fees, actions, and/or causes of action that RCTC and Caltrans have had or have as of the effective date of this Agreement arising out of, or connected to, the Litigation and the Projects, whether known, unknown or suspected.

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2. Except as set forth in this Agreement, RCTC and Caltrans release Petitioners and their respective owners, affiliates, members, council members, commissioners, officers, employees, agents and attorneys from any and all claims, demands, liabilities, obligations, costs, expenses, fees, actions, and/or causes of action that RCTC and Caltrans have had or have as of the effective date of this Agreement arising out of, or connected to, the Litigation and the Projects, whether known, unknown or suspected.

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2. Except as set forth in this Agreement, RCTC and Caltrans release Petitioners and their respective owners, affiliates, members, council members, commissioners, officers, employees, agents and attorneys from any and all claims, demands, liabilities, obligations, costs, expenses, fees, actions, and/or causes of action that RCTC and Caltrans have had or have as of the effective date of this Agreement arising out of, or connected to, the Litigation and the Projects, whether known, unknown or suspected.

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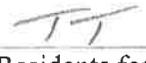
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Residents for a Livable Moreno Valley's  
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- K. Amendments and Modifications.** This Agreement may only be amended or modified through writing executed by all the Parties.
- L. Settlement, No Admissions by Parties.** Each of the Parties acknowledges that this Agreement relates to the avoidance of litigation and the preclusion of actions described above. The Parties, therefore, agree that this Agreement is not to be treated or construed, at any time or in any manner whatsoever, as an admission by any Party that any of the allegations in *Center for Biological Diversity et al. v Riverside County Transportation Commission*, California Court of Appeals, Fourth Appellate District Case No. E069277; *Center for Biological Diversity et al. v. Federal Highway Administration et al.*, Ninth Circuit Court of Appeals Case No. 17-56080; and *Center for Biological Diversity et al. v California Department of Transportation*, Riverside County Superior Court Case No. RIC 1607468 have merit.
- M. Choice of Law and Choice of Forum.** This Agreement shall be deemed to have been executed and delivered within the State of California; the rights and obligations of the Parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of California. The venue for any dispute arising from or related to this Agreement, its performance, and its interpretation shall be the Superior Court of California, County of Riverside.
- N. Damages.** The Parties agree (i) that the performance of the obligations of this Agreement are paramount, (ii) that, in the event of a breach, monetary damages will provide inadequate relief, and (iii) that each may only seek equitable relief to enforce such obligations. The prevailing party in any such dispute may seek to recover attorney's fees and costs as available by law.
- O. Authorized Signatory.** Each Party represents and warrants to each other Party that its signature to this Agreement has the authority to bind the Party, and this Agreement does in fact bind the Party.
- P. Effective Date.** This Agreement is effective as of the effective date written in the first paragraph.
- Q. Counterparts.** This Agreement may be executed in counterparts and when so executed by the Parties, shall become binding upon them and each such counterpart will be an original document.

[Signatures on Following Page]

June 21, 2018  
Date

Rose Mayer  
for Riverside County Transportation Commission  
by Anne Mayer, Executive Director

Approved as to form:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michelle Ouellette, Legal Counsel  
Best Best & Krieger LLP

\_\_\_\_\_  
Date

\_\_\_\_\_  
for California Department of Transportation  
by John Bulinski, District Director

Approved as to form:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Glenn B. Mueller  
Assistant Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
for Center for Biological Diversity  
by \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
for Sierra Club  
by \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
for San Bernardino Valley Audubon Society  
by \_\_\_\_\_

20 June 18  
Date

Susan Nash  
for Friends of the Northern San Jacinto Valley  
by Susan Nash  
Attorney for Friends of the Northern San Jacinto Valley

\_\_\_\_\_  
Date

\_\_\_\_\_  
for Residents for a Livable Moreno Valley  
by \_\_\_\_\_

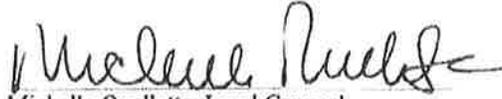
Date

for Riverside County Transportation Commission  
by Anne Mayer, Executive Director

Approved as to form:

6/22/2018

Date

  
Michelle Ouellette, Legal Counsel  
Best Best & Krieger LLP

Date

for California Department of Transportation  
by John Bulinski, District Director

Approved as to form:

Date

Glenn B. Mueller  
Assistant Chief Counsel

Date

for Center for Biological Diversity  
by \_\_\_\_\_

Date

for Sierra Club  
by \_\_\_\_\_

Date

for San Bernardino Valley Audubon Society  
by \_\_\_\_\_

Date

for Friends of the Northern San Jacinto Valley  
by \_\_\_\_\_

Date

6/20/18

  
for Residents for a Livable Moreno Valley  
by Tom Throckmole

\_\_\_\_\_  
Date

\_\_\_\_\_  
for Riverside County Transportation Commission  
by Anne Mayer, Executive Director

Approved as to form:

\_\_\_\_\_  
Date

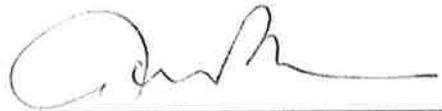
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Michelle Ouellette, Legal Counsel  
Best Best & Krieger LLP

6/27/18  
Date

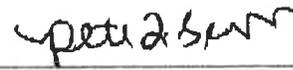
  
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for California Department of Transportation  
by John Bulinski, District Director

Approved as to form:

10-75-7018  
Date

  
\_\_\_\_\_  
Glenn B. Mueller  
Assistant Chief Counsel

June 19, 2018  
Date

  
\_\_\_\_\_  
for Center for Biological Diversity  
by Peter Galvin, Director of Programs

\_\_\_\_\_  
Date

\_\_\_\_\_  
for Sierra Club  
by \_\_\_\_\_

June 18, 2018  
Date

  
\_\_\_\_\_  
for San Bernardino Valley Audubon Society  
by Drew Feldmann, Conservation Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
for Friends of the Northern San Jacinto Valley  
by \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
for Residents for a Livable Moreno Valley  
by \_\_\_\_\_

\_\_\_\_\_  
Date for Riverside County Transportation Commission  
by Anne Mayer, Executive Director

Approved as to form:

\_\_\_\_\_  
Date Michelle Ouellette, Legal Counsel  
Best Best & Krieger LLP

\_\_\_\_\_  
Date for California Department of Transportation  
by John Bulinski, District Director

Approved as to form:

\_\_\_\_\_  
Date Glenn B. Mueller  
Assistant Chief Counsel

\_\_\_\_\_  
Date for Center for Biological Diversity  
by \_\_\_\_\_

June 18, 2018  
Date   
for Sierra Club  
by Mary Ann Ruiz, San Geronimo Chapter Chair

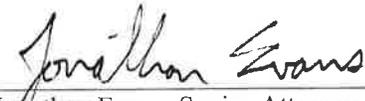
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Date for San Bernardino Valley Audubon Society  
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Date for Friends of the Northern San Jacinto Valley  
by \_\_\_\_\_

\_\_\_\_\_  
Date for Residents for a Livable Moreno Valley  
by \_\_\_\_\_

Approved as to form:

June 15, 2018  
Date

  
\_\_\_\_\_  
Jonathan Evans, Senior Attorney  
Center for Biological Diversity

## EXHIBIT A

1. RCTC shall provide up to \$1,875,000 of funding for the installation of sound windows or other sound insulation, and installation of air filtration devices to qualified owners of residential properties located adjacent to, and affected by, the Projects, as defined below in subsection 1(a). Funding for sound windows or other sound insulation and/or air filtration devices shall be made available to property owners by RCTC up to a maximum amount of \$7,500 per residence on a first come, first served basis. No recipient of this money shall be required to grant an easement as a condition for receiving any of the funds. RCTC shall notify the owners of qualified residential properties defined in subsection 1(a) of the available funding by mail at least twice: once no later than ground breaking for each construction contract for the Projects (as depicted on Attachment 1) and once at the initiation of major construction activity noticeable to the community for that same construction contract. RCTC shall make the funding available for a period of two years after the first notice is sent and not less than one year after the second notice is sent. RCTC shall inform Petitioners annually of the number of homes participating in the program and provide public notices associated with this paragraph to Petitioners. The anticipated sequence of construction contracts for components of the Projects is depicted on Attachment 1. To the extent such funding is not exhausted at the conclusion of the two-year period for the final component of the Projects, then within a reasonable period of time after that final two-years has expired and at Petitioners' written request, RCTC shall put the remaining funds into the Conservation Land Fund described in paragraph 4, to be used according to the provisions of that Fund.
  - a) Homes within 500 feet of the right of way of one of the Projects shall be eligible to receive funding for both air filtration devices and sound insulation up to a maximum amount of \$7,500 per home. For sound insulation that results in window replacement, funding shall prioritize window replacement on the portion of the homes facing the Projects. Homes between 500 feet and 1,000 feet of the right of way of one of the Projects shall only be eligible for funding for air filtration devices, also up to a maximum of \$7,500 per home.
2. RCTC shall provide a total of not more than \$360,000 for the installation, maintenance, and repair of air filtration systems and public health programs for the schools affected by the Projects, with priority given to schools within the closest proximity to the Projects including, but not limited to, the following: Val Verde Elementary School, Sierra Vista Elementary School, and Lakeside Middle School in Perris; and Bear Valley Elementary School in Moreno Valley. Priority for funding shall be given to schools within the closest proximity to the Projects and shall also take into account the quality of the proposal from the school district, as determined by RCTC. Outreach to the affected school districts shall commence no later than advertising for the construction bid for the first component of construction for the Projects. To the extent such funding is not exhausted within three years from commencement of construction for the Projects, then at Petitioners' written request, RCTC shall submit the remaining funding to an appropriate school district(s) to be used for replacement and maintenance of the air filtration systems, as determined by RCTC. RCTC shall inform Petitioners of the details regarding the funding allocated as part of this paragraph including, but not limited to, the initiation of outreach to schools,

the schools that participate, the projects that are funded, the funds allocated per project, and the notices provided to schools.

3. RCTC shall provide up to \$50,000 to the City of Perris for landscape and hardscape improvements to the vacant City-owned 2.3 acre parcel adjacent to Paragon Park, and to enlarge the park, if acceptable to the City of Perris. At the discretion of the City of Perris, funding shall prioritize benefits for community recreation, wildlife habitat value, and reducing air and noise pollution, including, but not limited to, drought tolerant landscaping such as trees, bushes, and native vegetation that can block or absorb air and noise pollution or a community garden with plots to produce fruit, vegetables, and/or plants. RCTC shall inform Petitioners of the notice provided to the City of Perris and outcome of the funding. To the extent such funding is not exhausted for these express purposes within three years from commencement of construction for the Mid County Parkway, at Petitioners' written request, RCTC shall place the remaining funding into the Conservation Land Fund described in paragraph 4, to be used according to the provisions of those funds.
4. RCTC shall provide \$5,265,000 to the Western Riverside County Regional Conservation Authority ("RCA") to be used for the acquisition of habitat in fee title or conservation easements ("Habitat") within the area designated for acquisition on Attachment 2 ("Conservation Land Fund") to benefit the Reserve Assembly requirements of the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"). The Habitat acquisitions in Attachment 2 shall contribute to the expansion of the San Jacinto Wildlife Area, Proposed Constrained Linkage 20, Existing Core H, and/or the western edge of Proposed Core 3 (facing Moreno Valley and the San Jacinto Valley) as designated in the MSHCP.
  - a) The Conservation Land Fund shall be provided to the RCA no later than advertisement of construction bid documents for the first component of the Projects. Prior to making purchase offers on acreage from willing sellers within the area depicted on Attachment 2, the RCA shall notify RCTC and Petitioners of general priorities and opportunities for Habitat acquisitions to receive any input regarding such acquisitions in order to benefit the conservation value of Habitat acquisitions and neighboring wildlife preserves, including the San Jacinto Wildlife Area. However, the Parties agree that decisions concerning Habitat acquisition is solely at RCA and RCTC's discretion, subject to the terms of the Settlement Agreement. RCTC and the RCA will review and consider proposals for acquisition within Attachment 2 that are provided by Petitioners in coordination with willing land owners. RCA will consult with the California Department of Fish and Wildlife ("CDFW") to receive input on which properties could best benefit the San Jacinto Wildlife Area. In order to provide ecological and economic benefits of contiguous habitat management, reduce management costs for RCA, and coordinate funding opportunities for similar projects provided by the California Wildlife Conservation Board and CDFW, Habitat acquisitions in Attachment 2 shall prioritize long term ownership and management by the CDFW in perpetuity as part of the MSHCP Reserve to benefit the San Jacinto Wildlife

Area. The RCA shall prioritize acquisitions of the Habitat and all Habitat acquisitions will benefit the Reserve Assembly goals of the MSCHP.

- b) To the extent such funding is not exhausted within five years of receipt, then RCTC will notify Petitioners and within six months after that period and at Petitioners' written request to RCTC, the funding shall be made available to another entity that is mutually acceptable to the Parties of this Agreement and the RCA for a period of five years to acquire Habitat designated for acquisition in Attachment 2. Any such property must count as Additional Reserve Land, as determined by the RCA in consultation with the Wildlife Agencies, and at the request of the RCA would be donated at no cost to the RCA within sixty (60) days of acquisition. The Parties agree that the Conservation Land Fund is to be used for the acquisition of Additional Reserve Land as defined by the MSHCP. The Parties agree that mutually acceptable groups include, but are not limited to the Riverside Lands Conservancy, Trust for Public Land, the California Wildlife Conservation Board, and CDFW. Any funds remaining in the Conservation Land Fund after ten years shall be provided to the RCA to benefit the ecological integrity of lands designated for conservation priority under the MSHCP within the Lakeview/Nuevo and San Jacinto Valley Area Plans. RCTC shall annually inform Petitioners of the details regarding the funding allocated as part of this section including, but not limited to, the notices and outreach to landowners, parcels acquired, purchase price per parcel, entity that owns and manages parcels acquired via this fund, and any remaining funding in the Conservation Land Fund.
5. In addition to the above funding for Habitat designated for acquisition in Attachment 2 via the Conservation Land Fund, RCTC shall also provide \$8,000,000 to be used by RCTC to acquire approximately 70 acres of habitat that has been identified as priority for acquisition within MSHCP criteria cells 3891 and 4007, and has been documented as containing several Endangered Species Act listed species. RCTC shall donate the acquired land to RCA. RCTC shall place any money not used for acquisition of the approximately 70 acres of habitat described in this paragraph into the Conservation Land Fund described in paragraph 4, to be used according to the provisions of that paragraph.
  6. During construction of the Mid County Parkway, RCTC shall widen Redlands Avenue and associated bridges within the limits of the Mid County Parkway Project before the end of the construction contract for the associated phase of the Mid County Parkway to allow for a pedestrian/bicycle trail and landscaping/hardscaping improvements to enhance non-vehicular mobility that is separated from vehicular traffic.
  7. In the event that the Mid County Parkway eliminates or substantially limits access to the intersection of Ramona Expressway and Davis Road, RCTC shall ensure continuous and unobstructed access to the San Jacinto Wildlife Area along a reasonable route that does not diminish access below what is currently available. RCTC shall provide notice to the public and Petitioners of any changes in access to the San Jacinto Wildlife Area as a result of construction or operation of the Project and how continuous and unobstructed access shall be maintained.

8. The Mid County Parkway Project will eliminate at least one of the following proposed interchanges: Town Center Boulevard or Park Center Boulevard, provided those intersections are not required by the County General Plan in effect at the time of design of the applicable Project component and/or development that is consistent with the existing County General Plan.
9. RCTC shall construct, cause to be constructed or make available for public use at least two and up to six Park N Ride lots in the vicinity of the Projects.
10. As RCTC provides funding for future bus replacements in Riverside County, it shall only provide funding for buses that comply with the California Air Resources Board Truck and Bus Regulation standards or similar AQMD certification standards regarding zero or near-zero emissions to increase the market penetration of these technologies.
11. RCTC shall release a Request for Proposal (“RFP”) for solar panel installation at Perris Valley Line stations at South Perris and March Field/Moreno Valley stations. Subject to RCTC policy, RCTC shall enter into contracts to implement such installations and shall use best efforts to ensure that such installations generate photovoltaic energy at the South Perris and March Field/Moreno Valley stations within five years of the execution of this Agreement. In the event that RCTC is not able to enter into such contracts and complete installation of solar panel installation at the South Perris and March Field/Moreno Valley stations, \$1,200,000 will be used to implement and maintain solar panel installations for other RCTC projects within seven years of the execution of this Agreement. To the extent such funding is not exhausted within seven years of the execution of this Agreement, RCTC shall put the remaining funding into the Conservation Land Fund described in paragraph 4, to be used according to the provisions of that paragraph. RCTC shall annually inform Petitioners of the details regarding the funding allocated as part of this paragraph including, but not limited to, the steps taken to implement the installations, funding allocated for installation of photovoltaic energy, locations of photovoltaic energy installations, costs per contract, and kilowatt hours, or equivalent, of energy produced.
12. RCTC shall complete a thorough examination of future rail development for Riverside County with a priority on adding service to reduce Vehicles Miles Traveled and serve locally based job centers in Riverside County with additional train runs and through the addition of reverse commute service on the Metrolink 91/Perris Valley Line and Inland Empire-Orange County Lines within five years of execution of this Agreement. RCTC will also evaluate the future need for the development of the planned Ramona Station on the Perris Valley Line prior to the full build out of the Mid County Parkway. RCTC shall provide Petitioners a summary of the findings resulting from the examination completed in accordance with this paragraph.
13. RCTC shall examine, support, and provide funding to those entities that provide financial incentives and opportunities for residents near the Projects to use public transit or form vanpools. This support, which must comply with state and federal law, would be offered for 2 years in conjunction with each Project component, and shall include discount fares or subsidies for leasing vans for vanpools, and discounted public transit passes and fares.

RCTC shall provide Petitioners a summary of the financial incentives or opportunities provided as part of this paragraph not less than every two years.

14. Subject to all laws, policies, and design standards, as part of the State Route 60 Truck Climbing Lanes Project, RCTC and Caltrans shall provide the safety measures to reduce vehicle accidents as outlined in Attachment 3. RCTC and Caltrans have coordinated and consulted to ensure that the measures outlined in Attachment 3 are currently in accordance with applicable laws, policies, and design standards.
15. Prior to the completion of construction of the Mid County Parkway, RCTC shall implement wildlife undercrossings for the Mid County Parkway consistent with the Final Environmental Impact Report/Environmental Impact Statement and Final Section 4(f) Evaluation—including the MSHCP Consistency Determination and Determination of Biologically Equivalent or Superior Preservation and addendums thereof—that were approved for the Mid County Parkway as part of RCTC's April 2015 and/or FHWA's August 2015 approval. RCTC shall provide the wildlife fencing plan to the Petitioners prior to construction.
16. Prior to the completion of construction of the State Route 60 Truck Lane Project, RCTC and Caltrans shall implement wildlife undercrossings and wildlife fencing for the State Route 60 Truck Lanes Project consistent with the State Route 60 Truck Lanes Project Initial Study with Mitigated Negative Declaration/Environmental Assessment with Finding of No Significant Impact approved by Caltrans in May 2016, as outlined in Attachment 4. Additionally, the two large (20 feet by 20 feet) reinforced concrete box culverts shall be soft bottomed to benefit large species identified under the MSHCP. RCTC shall implement the wildlife fencing contained within the project plans. RCTC shall provide the wildlife fencing plan to the Petitioners prior to construction.
17. Consistent with the terms of the Settlement Agreement, RCTC will pay \$250,000 to address any and all legal fees and costs associated with litigation surrounding the Projects.
18. Prior to construction, RCTC shall notify Petitioners of permits issued in Table 2.7.A of the Final Environmental Impact Report/Environmental Impact Statement and Final Section 4(f) Evaluation for the Mid County Parkway and Table 1-9 the State Route 60 Truck Lanes Project Initial Study with Mitigated Negative Declaration/Environmental Assessment with Finding of No Significant Impact. RCTC shall provide copies of those permits upon request.

### **Attachment 1 to Exhibit A**

The Mid County Parkway may be constructed at one time or in multiple construction contracts. If in multiple construction contracts, a potential phasing plan is outlined in the Final Environmental Impact Report/ Environmental Impact Statement and Final Section 4(f) Evaluation.

Construction of the State Route 60 Truck Lanes Project is anticipated to take place at one time as outlined in the construction staging plan in the Initial Study with Proposed Mitigated Negative Declaration / Environmental Assessment with Finding of No Significant Impact.

The sequence of major events for implementation of construction projects after environmental approval is generally as follows:

1. Final Design, acquisition of right-of-way, and relocation of utilities
2. Construction contract is advertised
3. Bids are opened
4. Bids are analyzed, bonds, insurance, other documents are checked
5. Construction contract is awarded
6. Pre-construction period when contractor prepares and submits many plans, documents
7. Letters will be sent to residential property owners who are eligible for funding per section 1(a) of Exhibit A of the settlement agreement, notifying them of eligibility and the process for obtaining funds\*
8. Contractor begins physical construction
9. Second letter required to be sent to residential property owners who are eligible for funding per section 1(a) of the settlement agreement, notifying them of eligibility and the process for obtaining funds, after groundbreaking and major construction activity noticeable to the community in which the residence lies.\*

\*Steps required by settlement agreement.

Attachment 2 to Exhibit A  
Settlement Agreement  
Mid County Parkway-State Route 60 Truck Lanes

**Legend**



Potential acquisition area



Criteria cells



San Jacinto Wildlife Area

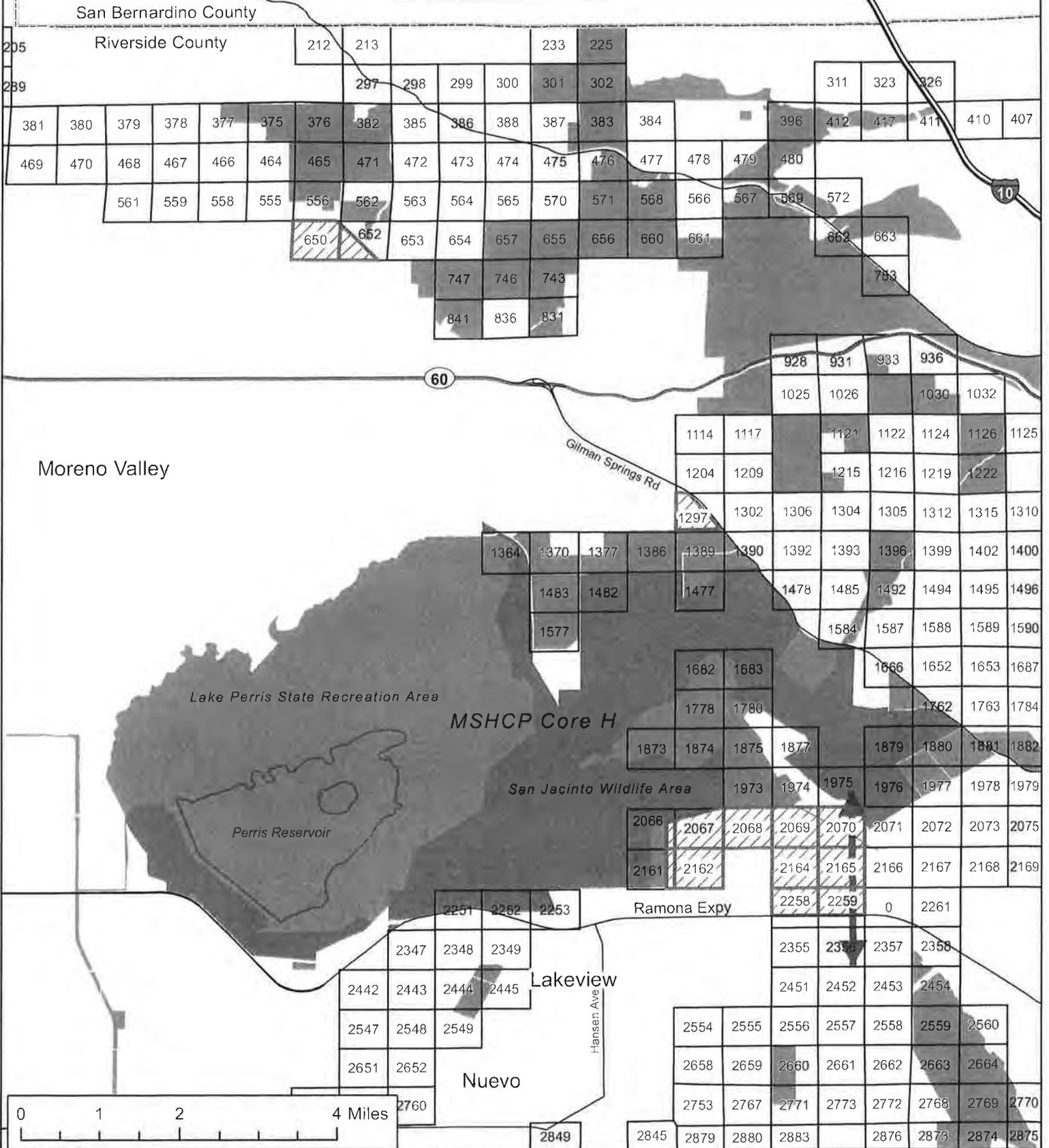


Conserved lands

MSHCP proposed core 3



MSHCP proposed linkage 20



## **Attachment 3 to Exhibit A**

### **Safety Measures- State Route 60 Truck Lanes Project**

Subject to all laws, policies, and design standards, RCTC and Caltrans (as designated) shall be responsible to implement the following safety measures:

1. RCTC will be responsible to install a median barrier.
2. RCTC will be responsible to shift the horizontal alignment and vertical profile of the roadway to improve stopping sight distances.
3. RCTC will be responsible to improve the roadway's curve radius.
4. RCTC will be responsible to create a 10' inside shoulder.
5. RCTC will be responsible to create a 12' outside shoulder.
6. RCTC will be responsible to add a new 14' truck lane.
7. RCTC will be responsible to install a minimum of two overhead, illuminated signs in each direction restricting trucks to the right lane and indicating that slower moving vehicles are to use the right lane.
8. RCTC will be responsible to stripe lanes with highly reflective thermoplastic and install an 8" solid white stripe separating the truck lane from other lanes of traffic.
9. RCTC will be responsible to create "TRUCK LANE" pavement markers every mile.
10. RCTC will be responsible to install "Trucks use right lane" signs and "Slow Vehicle/Trucks 55 mph" signs.
11. RCTC will be responsible to install reflective markers on the median barrier and where appropriate on lane and roadway edges
12. RCTC will be responsible to install a solar-operated electronic sign in each direction to demonstrate vehicle speeds.
13. RCTC will be responsible to install signs noting "Emergency Parking Only" every ½ mile and at pullouts that are likely to be used by semi-trucks.
14. RCTC will be responsible to install signs noting 55 mph speed for trucks and 65 mph speeds for cars.
15. RCTC will be responsible to install signs noting speed reductions if there are design exceptions that warrant a reduced speed.
16. RCTC will be responsible to install rumble strips.
17. RCTC will be responsible to install lane line delineators at a closer spacing at curves.
18. Caltrans will be responsible to provide post-project accident rates and data upon request.
19. Caltrans will be responsible to maintain all signs, lanes, shoulders, and other traffic control devices listed above in this Attachment 3 to Exhibit A.

SR 60 TCL Wildlife Crossings Summary									
Item	PostMile	Station	H (Ft)	W (Ft)	Dia (in)	Length (Ft)	Openess Ratio	Type	Cost
1*	22.5	548+00			36	453		APC	
2	22.60	551+50	5'6"	6'4"		248		RCP arch culvert	
3	23.14	580+20	6'4"	7'8"		318		RCP arch culvert	
4	23.52	600+30	6'4"	7'8"		384		RCP arch culvert	
5	23.90	620+95			24	268		CMP	
6*	23.91	621+10			60	221		ACP	
7	24.00	626+20			30	237		CMP	
8	24.1	631+60			36	234		CMP	
9*	24.12	632+10			36	222		ACP	
10	24.29	639+50			36	300		CMP	
11*	24.53	654+00	20	20		201	0.6	RCB	
12	24.55	654+80			48	700		CMP	
13	24.7	660+95			36	528		APC	
14*	24.76	665+95			36	297		APC	
15*	25.68	714+30			60	190		RCP	
16*	25.77	719+35			36	169			
17	25.79	720+40			36	237		CMP	
18	25.92	727+10			36	192		CMP	
19	26.01	732+05			24	287		CMP	
20*	26.08	735+00	20	20		202	0.6	RCB	
21	26.29	746+90			30	252		CMP	
22	26.36	750+60			36	208		CMP	
23*	26.46	756+05			60	204		CMP	

Indicates existing drainage modified for wildlife usage  
 Indicates a new wildlife crossing

APC - Alternative Pipe Culvert, Contractor selects material type  
 CMP-Corrugated Metal Pipe  
 RCB- Reinforced Concrete Box  
 \*Dry Crossing



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** City of Perris 2023 Annual Progress Report for the General Plan Housing Element

**REQUESTED ACTION:** That the City Council approve the 2023 Annual Progress Report for the General Plan Housing Element.

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

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

On January 25, 2022, the City Council adopted the General Plan Housing Element for the planning period 2021-2029. The Housing Element establishes policies, procedures, and incentives in its land use planning and redevelopment activities to guide the development, redevelopment, and preservation of a balanced housing supply to adequately accommodate households currently living and expected to live in Perris. The Housing Element also outlines the City's housing action plan, which is a series of actions and programs to be implemented throughout 2023 to meet its fair share contribution of housing needs for all income groups established by Regional Housing Needs Allocation (RHNA).

The City is required to prepare progress reports annually, detailing the progress it has made during the prior year in meeting its Housing Element goals, according to Government Code Section 65400(b). The Annual Progress Report must be submitted to the California State Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR), by April 1, 2024. The City's 2023 Annual Progress Report is attached, which details the goals, policies, programs, and implementation actions taken that year. The Annual Progress Report covers the three areas of information as outlined by HCD, which are listed as follows:

- 1) Progress in meeting regional housing needs
- 2) The effectiveness of the Housing Element in the attainment of the community's goals and objectives
- 3) Progress towards mitigating governmental constraints identified in the Housing Element

An overview of the City's implementation actions and associated status updates provided for the 2023 Annual Progress Report is provided in Table C, which is attached to this report.

Staff recommends that the City Council review and approve the attached 2023 Annual Progress Report for the General Plan Housing Element, and direct staff to submit the report to the California Department of Housing and Community Development.

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**BUDGET (or FISCAL) IMPACT:** There is no cost associated with the preparation of this report.

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Prepared by: Rebecca Rivera, Principal Management Analyst

**REVIEWED BY:**

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

Assistant City Manager WB

Deputy City Manager ER

- Attachments:
1. Table C: City of Perris Annual Progress Report for 2023 on Implementation of the Housing Element
  2. 2023 Annual Progress Report for the General Plan Housing Element  
Due to size, the 2023 Annual Progress Report is available at the following link:  
<https://www.cityofperris.org/government/city-council/council-meetings>

Consent:  X

Public Hearing:

Business Item:

Presentation:

Other:

# **ATTACHMENT 1**

**Table C: City of Perris Annual Progress Report for 2023  
on Implementation of the Housing Element**

**Table C  
CITY OF PERRIS**

**ANNUAL PROGRESS REPORT FOR 2023  
ON IMPLEMENTATION OF THE HOUSING ELEMENT  
General Plan Report pursuant to Section 65400 of the Government Code**

Housing Program	Program Action 2021-2029	Implementing Entity	Time Frame for Implementation	Status as of 2023
<p><b>Goal 1: Enhance the quality of existing residential neighborhoods in Perris, through maintenance and preservation, while minimizing displacement impacts</b></p> <p><b>Action 1.1: Code Enforcement</b></p>	<p>The enforcement of existing property maintenance codes is a primary means to preserve housing and the quality of neighborhoods. The Code Enforcement Division is responsible for performing field inspections of properties to ensure compliance with applicable building, zoning, safety, nuisance codes and ordinances. Code Enforcement Officers proactively target areas of concentrated rehabilitation needs within the City and will continue to respond to complaints and enforce the zoning ordinance; housing, fire and building codes; and standards for landscaping to maintain safe and decent housing. It is the goal of the Code Enforcement Division through public education to direct attention to any existing code violations, which could have a negative effect on individual properties, a neighborhood, and the City of Perris overall. The Code Enforcement Division employs Staff fluent in English and Spanish and offers translation when requested.</p> <p>As part of this policy action, Code Enforcement Division Staff will monitor the substandard dwellings which cannot be economically repaired and remove when necessary and feasible. On an annual basis City Staff will also meet with Habitat for Humanity – Inland Valley who are actively monitoring housing units in the region for minor rehabilitation. When appropriate, Code Enforcement Officers will refer eligible residents to City assistance</p>	<p>Building and Safety Division</p>	<p>Annually</p>	<p>During this reporting year, The Code Enforcement Department closed 2,693 cases. Out of that amount, a total of 238 were property maintenance. Moreover, the Code Enforcement Staff attended six events that educated and informed the residents of zoning issues, property nuisances, property maintenance, and community concerns.</p> <p>In partnership with CR&amp;R Environmental, the Code Enforcement Department hosted two annual Clean-Up events. The Clean-Up events allow the City of Perris residents to dispose of trash/debris or unwanted items at the CR&amp;R Environmental facility for free.</p> <p>Seven properties were boarded during this reporting period and cleared of other code violations. The Code Enforcement Department is monitoring the properties which are privately owned.</p> <p>The City of Perris residents who seek minor home repair are referred to</p>

<p><b>Action 1.2:</b> HOME Improvements Programs</p>	<p>programs to complete any required repairs. These programs are targeted at low- and moderate-income households in general. Additionally, Housing Division staff conducts targeted outreach and promotion to special needs groups such as seniors, female-headed households, and persons with disabilities.</p>	<p>Perris Housing Authority</p>	<p>Annually</p>	<p>Habitat for Humanity for its Residential Home Improvement program. In addition, the City of Perris Housing Authority will also refer residents to other organizations, such as adult protection services or in-home care services, that may assist residents with code violations.</p>
<p><b>Action 1.3:</b> Riverside County Assistance Programs</p>	<p>To maintain the existing housing stock, the City conducts proactive and compliant-based code enforcement activities and when appropriate refers residents to the Minor Home Repair Program or Senior Minor Home Maintenance Program. Both programs offer grants to qualified homeowners. To operate these programs the City allocates CDBG funding annually for the Senior Minor Home Maintenance Program and the Minor Home Repair Program. The Housing Authority will continue to apply for funding to support these programs on an annual basis and will generally target areas of the City that has been identified as Low Resource, including census tracts 427.06, 426.17 and 426.18, and/or census tracts with concentrations of substandard units or lower-income households. City Staff will prioritize the use of rehabilitation grants to maintain and upgrade existing stock. These programs will be available to eligible households based on U.S. Department of Housing and Urban Development (HUD) income limits and will be marketed to residents of protected classes and in underrepresented neighborhoods via online platforms, partnerships with local service organizations, and via City Staff.</p>	<p>Perris Housing Authority and County of Riverside Housing Authority</p>	<p>Annually</p>	<p>To help maintain and upgrade the existing housing stock, Habitat for Humanity receives Community Development Block Grants (CDBG) funds through the City of Perris for their Minor Home Repair Program. This program provides a grant to residents of the City of Perris who meet HUD Riverside County income limits of 80% for minor home repairs such as roof repair. <b>During this reporting period, seven residents were assisted.</b></p> <p>The City of Perris Housing Authority promotes Habitat for Humanity's Minor Home Repair program in the City of Perris Quarterly newsletter, which goes out to all City of Perris households. In addition, the Habitat for Humanity's Minor Home Repair program is also promoted at City events.</p> <p>The City of Perris continues to provide information to individuals seeking resources about Riverside County Housing Authority programs, such as the Housing Choice Voucher (Section 8) Program. Informational brochures with the Riverside County program and contact information are available on the City of Perris Housing Authority webpage and at the City of Perris public counters. In addition, we support Community Action Partnership by referring City of Perris residents who</p>

<p>To reach residents in underrepresented neighborhoods the City will partner with local non-profit and service organizations, such as TODEC, El Sol, Cops and Clergy, and other groups to provide information about eligibility.</p> <p>The City of Perris will continue to track housing units with deed-restrictions on affordability throughout the planning period. This includes monitoring the method by which units remain affordable to lower-income households (i.e., covenants, deed restrictions, loans, etc.). The City will continue to update their AB 987 table in compliance with State law. The Housing Authority will continue to provide on-going technical assistance and education to tenants, property owners and the community at large on the need to preserve naturally occurring affordable housing (NOAA) that is not deed-restricted but may be at-risk.</p> <p>As the covenants restriction, the affordability of San Jacinto Vista II are set to end in 2028, the City will outreach to the property owner, Community Housing Opportunities Corporation to preserve the property's affordable units. In December 2021, in email correspondence about the status of the San Jacinto Vista II property, CHOC confirmed that the deed restrictions are set to expire in 2028, but that CHOC plans to maintain ownership and refinance the property with affordable housing financing, maintaining the affordability of the units. To support the preservation of San Jacinto Vista II as an affordable housing community, the City will:</p> <ul style="list-style-type: none"> <li>• Monitor at-risk projects on an ongoing basis, and proactively reach out to the owners at least every three months, in coordination with other public and private entities to determine their interest in selling, prepaying, terminating, or continuing participation in a subsidy program.</li> <li>• Request that if the owner wants to opt-out of a project-based Housing Choice voucher contract, prepay a HUD-subsidized mortgage, or sell their property within five years of the expiration of the rental subsidy that they provide 18-24 months' advance notice.</li> <li>• Respond to any federal and/or state notices, including "notice of intent to prepay," "owner plans of action," or "opt-out" notices filed on local projects.</li> </ul>	<p>City of Perris Housing Authority</p>	<p>Annually</p>	<p>need utility assistance, income tax assistance, and weatherization.</p> <p>Following the provisions of AB 987, a worksheet describing existing, new, and substantially rehabilitated housing units that were either developed or otherwise assisted with Low- and Moderate-Income Housing Funds has been prepared and posted for public review. Please see the file linked: <a href="https://www.cityofperris.org/department/s/housing-authority">https://www.cityofperris.org/department/s/housing-authority</a></p> <p>The City of Perris Housing Authority will reach out to the property owner within three years before the end of their covenants restriction to support the preservation of the San Jacinto Vista II affordable housing community.</p>
<p><b>Action 1.4:</b> Monitoring Existing Affordable Housing Units</p>			

<p><b>Action 1.5:</b> Energy Efficient Housing</p>	<ul style="list-style-type: none"> <li>Support applications for funding and provide information to owners or potential buyers about available funding sources for mortgage refinancing, acquisition, rehabilitation, gap funding for affordable development, and rental subsidy assistance.</li> <li>Annually meet with stakeholders and housing interests to participate and support federal, state, and local initiatives that address affordable housing preservation (e.g., support state or national legislation that addresses at-risk projects, support full funding of programs that provide resources for preservation activities).</li> </ul> <p>If it is determined that the owner would like to sell the property, the City will take all necessary steps to ensure that a project remains in or is transferred to an organization capable of maintaining affordability restrictions for the life of the project, including proactively ensuring notices to qualified entities, coordinating an action plan with qualified entities upon notice, and assisting with financial resources or supporting funding applications. The City of Perris will assist CHOC with compliance of state preservation notice law ((Gov Code 65863.10, 65863.11, 65863.13) within 3 years, 6 months, and 12 months before expiration of deed restrictions.</p>	<p>City of Perris Planning Division and Perris Housing Authority</p>	<p>Annually</p>	<p>The City's Building Code has been updated to encourage energy-efficient housing design. Furthermore, the City promotes the HERO Program, a property-assessed clean energy program that is administered by the Western Riverside Council of Governments (WRCOG). The City's link to the HERO program is <a href="https://www.cityofperris.org/departments/housing-authority">https://www.cityofperris.org/departments/housing-authority</a></p>
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<p><b>Action 1.6:</b> Conservation Element Consistency</p>	<p>Facilitate sustainable development in the City by enforcing the goals, policies, and implementation measures established in the Sustainable Community section of the Conservation Element.</p>	<p>City of Perris Planning Division and Building Division</p>	<p>Annually</p>	<p>The City of Perris embraces sustainable development and, in 2010, adopted a green building policy for municipal buildings and facilities requiring new construction, renovations, and additions to city-owned facilities to be designed and constructed to a minimum standard of leadership in energy and environmental design (LEED) certified. In addition, the City's Good Neighbor Guidelines required warehouse buildings greater than 400,000 square feet in size to be designed to meet the requirements of LEED Silver certification. Pursuing actual LEED certification is optional.</p>
<p><b>Goal 2: Assist in the development of housing for all economic segments of the City.</b></p>				
<p><b>Action 2.1:</b> Density Bonus Ordinance</p>	<p>The State of California recently passed several bills that change the State Density Bonus law. These include:</p> <ul style="list-style-type: none"> <li>• AB 1763 (Density Bonus for 100 Percent Affordable Housing) – Density bonus and increased incentives for 100 percent affordable housing projects for lower-income households.</li> <li>• SB 1227 (Density Bonus for Student Housing) – Density bonus for student housing development for students enrolled at a full-time college, and to establish prioritization for students experiencing homelessness.</li> <li>• AB 2345 (Increase Maximum Allowable Density) – Revised the requirements for receiving concessions and incentives, and the maximum density bonus provided.</li> </ul> <p>The Planning Division will review the Affordable Housing Incentives (Chapter 19.57, PMC) and Zoning Regulations and revise them to update density bonus provisions consistent with State law within one year of the Housing Element statutory deadline. Information on these financial and regulatory incentives will be made available on the City's website and in public places at City Hall.</p>	<p>City of Perris Planning Division</p>	<p>Complete updates to the Zoning Code by October 15, 2022.</p>	<p>The City of Perris is in the process of conducting a comprehensive update of the Zoning Code, which includes Density Bonus provisions. As part of the Zoning Code Update, the Density Bonus Chapter will be amended to ensure compliance with the State requirements (AB 1763, SB1227, and AB 2345). The Zoning Code Amendment is tentatively scheduled to be considered by the City Council in October 2024 for compliance with the Housing Element adopted in October 2022.</p>
<p><b>Action 2.2:</b> Senior Housing Overlay</p>	<p>To increase opportunities for the development of affordable housing in lower density land use designations the City will continue to promote and evaluate projects that utilize the Senior Housing Overlay (SHO) zone. The SHO may be combined with any of the City's</p>	<p>City of Perris Planning Division</p>	<p>Develop materials within two years of Housing Element adoption and post</p>	<p>This is an ongoing process. Staff is the process of developing the necessary marketing materials to promote senior housing, particularly in the northern area of the city.</p>

	<p>conventional residential or commercial zone districts and allows for residential uses up to 50 dwelling units to the gross acre and a mix of uses including multifamily residential, attached single-family residential, and detached single-family residential. Development incentives for qualified projects in the SHO include: a reduction in number of parking spaces per dwelling unit, and deferral park development fees. The City will encourage the use of the SHO within high opportunity areas by marketing the program to property owners within High Resource census tracts in the northern portion of the City.</p>		<p>them on the City website. Materials will be available and updated annually</p>	
<p><b>Action 2.3:</b> Specific Plan Areas</p>	<p>To diversify the City's housing stock, the City will require a mixture of diverse housing types and densities in new developments, guided by specific plans, around the downtown and throughout the City. Within the Perris Downtown Specific Plan area, new development should be focused where suitably zoned underutilized land is near transit, services and amenities and the potential for mixed-use projects exists for the development of affordable housing. Within the City's 2021-2029 sites inventory, roughly 90 acres of vacant and underutilized land, zoned for high-density, mixed-use development, has been identified to accommodate the City's Regional Housing Needs Allocation (RHNA). To encourage the development of residential and mixed-use projects within the Perris Downtown Specific Plan area, the City will offer incentives:</p> <ul style="list-style-type: none"> <li>• Technical assistance to developers regarding development standards, mixed use zoning and density bonus incentives;</li> <li>• Fee deferrals for development impact fees and/or permit fast-tracking for projects that include housing affordable to seniors and lower-income households, prioritizing projects that include units affordable to extremely low-income households;</li> <li>• Higher building intensities, reduced parking requirements, reduced setback and yard requirements, increased building height, and greater floor area ratios to ensure well-planned and designed mixed use development; and</li> </ul>	<p>City of Perris Planning Division and Perris Housing Authority</p>	<p>The City will develop materials and post them on the City website within two years of Housing Element adoption.  Materials will be available throughout the planning period.</p>	<p>Housing provided support by way of reports on HCD Housing Element APR-Social media promotion, emails to housing resources, etc. Additionally, the City of Perris is conducting a comprehensive update of the Zoning Code, which includes Density Bonus provisions. As part of the Zoning Code Update, provisions will be included to promote higher building intensities, reduced parking and setbacks, increased building heights, and greater FARs. Staff will also develop a mechanism to allow for an expedited review process. Staff already provides technical assistance to developers on development standards and land use inquiries. The Zoning Code Amendment is tentatively scheduled to be considered by the City Council in October 2024 for compliance with the Housing Element adopted in October 2022.  Staff is in the process of developing the necessary marketing materials to promote senior housing, particularly in the northern area of the city.</p>

	<ul style="list-style-type: none"> <li>• Staff support with supporting documents for developers proposing to develop a 9% Low-income Housing Tax Credit project for families, which require that at least 25 percent of the units have at least three bedrooms.</li> </ul> <p>The City is committed to informing property owners and developers of the Perris Downtown Specific Plan area incentives for affordable housing and will strive to promote the application to further encourage development. The City is also committed to monitoring the effectiveness of this program by conducting annual reports to determine the level of program participation and committing to discuss potential amendments aimed at removing constraints.</p>			
<p><b>Action 2.4:</b> Ensure Adequate Sites to Accommodate the RHNA</p>	<p>For the 2021-2029 planning period the City of Perris was assigned a regional housing needs allocation of 7,805 units, including 3,157 lower-income units. While the City is able to accommodate its above moderate income RHNA through existing projects that are under construction, entitled or permitted, the City has a shortfall of sites to accommodate 3,015 lower income units and 1,017 moderate income units. To address the shortfall, the City will be required to approve amendments to the General Plan, Downtown Specific Plan and Zone Changes establishing a housing opportunity overlay. The overlay will be applied to Areas 1 through 12, as outlined in Chapter 7, Housing Resources, to allow densities of up to 30 units per acre, by right, without discretionary approval. The overlay would apply to roughly 275 acres of land and allow for the development of approximately 5,630 units at 30 units per acre without a density bonus.</p> <p>To accommodate the lower-income RHNA, rezoned parcels are required to:</p> <ul style="list-style-type: none"> <li>• permit owner-occupied and rental multifamily uses by right pursuant to Government Code section 65583.2(i) for developments in which at least 20 percent of the units are affordable to lower-income households.</li> <li>• accommodate a minimum of 16 units per site</li> <li>• require a minimum density of 20 units per acre; and</li> <li>• at least 50 percent of the lower-income need (1,508 units) must be accommodated on sites designated for residential use only or on sites zoned for mixed uses that</li> </ul>	City of Perris Housing Authority and Planning Division	Complete rezoning actions and promote information on the Housing Opportunity Areas concurrent with or by October 15, 2022	<p>The City of Perris is processing a comprehensive update of the Zoning Code and Specific Plan, which includes flexible development standards, Density Bonus provisions, and application of the Housing Opportunity Overlay Zone to the opportunity sites identified on the Housing Element. Furthermore, the comprehensive updates will include the establishment of a streamlined/expedited review process to facilitate the development of the identified project sites with diverse housing types. The Zoning Code Amendment and Specific Plan Amendments are tentatively scheduled to be considered by the City Council in October 2024 for compliance with the Housing Element adopted in October 2022.</p> <p>The City is keeping track of development approvals for those residential projects that contribute to the inventory of affordable units identified in the Housing Opportunity Areas.</p>

<p><b>Action 2.5:</b> No Net Loss of Residential Capacity to Accommodate the RHNA by Income Category</p>	<p>accommodate all the very low and low-income housing need, if those sites do allow 100 percent residential uses, and</p> <ul style="list-style-type: none"> <li>• require residential uses to occupy at least 50 percent of the total floor area of a mixed-use project.</li> </ul> <p>To ensure sufficient residential capacity to accommodate the identified regional need for lower income households is maintained in the Housing Opportunity Areas, the City will develop and implement a monitoring program. The program will track development approvals on identified parcels and for those that contribute to the inventory of affordable units and sites that are developed for non-residential uses.</p> <p>To encourage the development of residential projects with affordable units, the City will outreach to landowners within one year of Housing Element certification to facilitate redevelopment on vacant parcels and severely underutilized parcels within the Housing Opportunity Areas. To further encourage development, the City will evaluate the feasibility of providing landowners and developers a menu of incentives including streamlined/expressed processing, density bonus incentives, flexible development standards as indicated in the Housing Plan in the year following Housing Element certification. Funding for these regulatory and financial incentives will be provided through the redevelopment set-aside fund, CDBG and HOME funds for eligible projects. The City will make efforts to prioritize funding for projects that incorporate units for extremely low-income households.</p> <p>To ensure sufficient residential capacity is maintained to accommodate the RHNA for each income category, within two years of adoption of the Housing Element, develop and implement a formal, ongoing (project-by-project) evaluation procedure pursuant to Government Code section 65863. The evaluation procedure will track the number of extremely low-, very low-, low-, moderate-, and above moderate-income units constructed to calculate the remaining unmet RHNA. The evaluation procedure will also track the number of units built on the identified sites to determine the remaining site capacity by income category and will be updated continuously as</p>	<p>City of Perris Planning Department</p>	<p>Within two years of Housing Element adoption, develop and implement a formal ongoing evaluation procedure pursuant to Government Code section 65863.</p>	<p>Planning Staff has worked with the Information Technology Department to map in the City's GIS platform the properties identified on the Housing Element as Opportunity Sites. Additionally, Staff will customize Accela, the permitting tracking system, to capture the number of affordable units approved for residential and mixed-use projects. For checks and balances, an Excel spreadsheet has been created to log the information</p>
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	<p>developments are approved. No action can be taken to reduce the density or capacity of a site (e.g., downzone, moratorium), unless other additional adequate sites are identified prior to reducing site density or capacity. If a development is being approved on an identified site at a lower density than what was assumed for that site identified in the Housing Element, additional adequate sites must be made available within 180 days of approving the development. A program to identify the replacement sites and take the necessary actions to make the site(s) available and ensure they are adequate sites, will be adopted prior to, or at the time of, the approval of the development.</p>			<p>entered in Accela and make sure the densities are being met as approved in the Housing Element.</p>
<p><b>Action 2.6:</b> Lot Consolidation</p>	<p>Parcels identified as part of the Perris Downtown Specific Plan area are typically smaller in size and in some cases are narrow or shallow, which could be seen as an additional constraint to the development of housing. To encourage the development of residential and mixed-use projects, the City will establish a lot consolidation program, which offers incentives such as reduction in development standards (i.e., lot size, parking, and open space requirements) to merge adjacent lots. The City may also offer to defer a portion of development fees to encourage lot consolidation and to promote more intense residential and mixed-use development on underutilized sites within the Specific Plan area. The City will promote the program at City Hall, on its website and will evaluate requests for funding on a case-by-case basis.</p> <p>Reduction in development standards (i.e., lot size, parking, and open space requirements);</p> <ul style="list-style-type: none"> <li>• Parking Reduction: Required parking may be reduced subject to finding that adequate parking will be available to serve the subject project;</li> <li>• Alternative Parking: Tandem, shared, and off-site parking options may be allowed, subject to finding that adequate parking will be available to serve the project; and</li> <li>• Deferral of development impact fees to promote more intense residential and mixed-use developments with deed-restricted units on parcels with underutilized uses.</li> </ul> <p>The City will advertise the lot consolidation provisions and incentives to existing property owners and prospective</p>	<p>City of Perris Planning Division</p>	<p>Establish incentives within 1 year of Housing Element adoption.</p>	<p>The Planning Division will develop a Lot Consolidation Program offering incentives such as reduced setbacks, parking, and open space requirements. The Lot Consolidation Program will be marketed and advertised on the City's website and social media. Flyers will also be sent to residents and business owners to make them aware of the Program.</p>

<p><b>Action 2.7: Large Sites Program</b></p>	<p>mixed-use and affordable housing developers, by placing information on the City's website within one year of Housing Element adoption. Marketing actions may include the preparation and distribution of informational materials about program incentives and an invitation to attend a working session to discuss opportunities for lot consolidation and mixed-use residential development, including affordable housing development. The City will monitor the trend of lot consolidation from 2021 to 2024 to ensure incentives are adequate and appropriate to facilitate the development of small lots and adjust incentives or utilize other mechanisms as appropriate</p>	<p>Perris Housing Authority and Planning Division</p>	<p>Establish incentives within 1 year of Housing Element adoption</p>	<p>The City of Perris is processing a comprehensive update of the Zoning Code and Specific Plan, which includes flexible development standards, Density Bonus provisions, and application of the Housing Opportunity Overlay Zone to the opportunity sites identified on the Housing Element. Furthermore, the comprehensive updates will include the establishment of a streamlined/expedited review process to facilitate the development of the identified project sites with diverse housing types, particularly affordable housing. The Zoning Code Amendment and Specific Plan Amendments are tentatively scheduled to be considered by the City Council in October 2024 for compliance with the Housing Element adopted in October 2022.</p>
<p></p>	<p>Most assisted housing developments utilizing State or federal financial resources include 50 to 150 units on parcels ranging from 3 to 7 acres in size. The City will provide for the inclusion of mixed-income housing in future new growth areas of the City through development agreements, specific plans, and other mechanisms. To facilitate the development of affordable housing on parcels (that can accommodate 50 to 150 units), the City will routinely give high priority to processing subdivision maps that include affordable housing units. Also, an expedited review process will be available for the subdivision of larger sites into buildable lots where the development application can be found consistent with the General Plan, Downtown Perris Specific Plan, Zoning Code, and master environmental impact report. The City will work with property owners and non-profit developers to target and market the availability of sites with the best potential for development (i.e., parcels included in the sites inventory). The City will offer the following incentives for the development of affordable housing on large sites, which may include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Priority processing for subdivision maps that include affordable housing units,</li> <li>• Expedited review of infrastructure plans within 30 days to streamline final map approvals,</li> <li>• Ministerial review of lot line adjustments,</li> <li>• Expedited review for the subdivision of larger sites into buildable lots where the development application can be found consistent with the General Plan, applicable Specific Plan and master environmental impact report,</li> </ul>	<p></p>	<p></p>	<p></p>

	<p>Financial assistance and/or the deferral of fees (based on availability of federal, State, local foundations, and private housing funds, and providing technical assistance to acquire funding.</p> <p>The City of Perris will conduct an analysis of incentives and activities that can be offered to encourage and facilitate subdivisions and within one year of Housing Element adoption will prepare and post an informational handout on the subdivision process and incentives offered. To determine the effectiveness of this program, the City will monitor the number of large sites available to be developed for a variety of income groups and administer an ongoing program to facilitate the division of sites appropriate for multi-family housing affordable to lower income households. The planning division will monitor this program and assess its effectiveness after 6 months to determine its effectiveness. If the program is not resulting in the development of large lot development the City will promote the program and contact property owners of large lots, including those identified as housing opportunity sites, to access what incentives would help facilitate development.</p>			
<p><b>Action 2.8:</b> Leverage Funding for Affordable Housing</p>	<p>The City of Perris understands that leveraging local financing is critical to the competitiveness of developments applying for affordable housing funding sources. To help developers create competitive funding applications, the City will utilize resources such as HOME funds, No Place Like Home program funds, California Housing Finance Agency single-family and multifamily programs, and other available funding to stimulate private developer and non-profit entity efforts in the development and financing of housing for lower and moderate-income households. When local funds are available for the development of affordable housing, the City will prioritize rent-restricted developments that are within High Resource areas (tracts 426.20 and 426.19) if multiple projects are proposed. Additionally, if the Western Riverside Council of Government (WRCOG) establishes a housing trust fund, the City will explore participation and will encourage the COG to prioritize projects in High Resource areas. City Staff will also assist with the supporting documentation needed for tax-exempt bonds, tax credit financing, loan underwriting and provide other</p>	<p>Perris Housing Authority</p>	<p>Annually attend workshops and participate in WRCOG meetings to monitor the creation of an affordable housing trust fund.</p>	<p>The City of Perris attends workshops that pertain to upcoming grant opportunities that may support housing projects within the City of Perris. Currently, City of Perris staff participate in WRCOG meetings.</p>

<p><b>Action 2.9:</b> California Community Reinvestment Act</p>	<p>financial tools to help develop or preserve affordable units. Each year Planning and Housing Staff will attend workshops and trainings offered by HCD, SCAG and other organizations offering funding for affordable housing development to ensure the City understands and can support developers to submit competitive applications.</p> <p>As financing is often a key barrier to the development of affordable housing, the Perris Housing Authority will facilitate discussions between developers and local banks to meet their obligations pursuant to the California Community Reinvestment Act (CCRA) by providing favorable financing to developers involved in projects that include deed-restricted units for lower and moderate-income households. The City shall facilitate connections and establish relationships with local lenders, developers, and other constituencies such as realtors, and non-profit organizations through community outreach workshops that emphasize specific ideas, issues, and expectations for future development in Perris.</p>	<p>Perris Housing Authority</p>	<p>Annual</p>	<p>During this reporting period, the City also completed the Surplus Land Act process for a roughly 11-acre (combined) property located on Perris Boulevard, along the main commercial corridor in the City. The City received three developer responses during the Notice of Available Properties (NOA) period and proceeded through the 90-day negotiation period. While the City did not reach an agreement with any of the developers, due to the City's interest in developing commercial along the Perris Boulevard frontage and all three developers' inability to deliver that product, one of the responding developers expressed an interest in being considered for any affordable development that may be scoped for a portion of the property in the future. The City does believe that the property may be an appropriate location for residential use and intends to remain in contact with the developer for this and other affordable developments going forward.</p> <p>To meet the City's fair share of housing needs, the City will continue to encourage affordable housing, such as Homebuyer assistance programs and rehabilitation/preservation programs for low-to moderate-income households. Moreover, the City will continue its annual Housing and Community Expo so lenders, banks, non-profits, and developers can network and discuss</p>
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				<p>funding, and programs for housing opportunities within the City of Perris. In addition, City Planning and Housing staff met via Zoom with a multifamily development firm to discuss the site for the development of housing opportunities.</p>
<p><b>Action 2.10:</b> Infrastructure Improvements</p>	<p>The City of Perris and the Perris Housing Authority will identify and support the application of funding, such as the Affordable Housing Sustainable Communities program, Infrastructure Infill Grants or Active Transportation grants to support the development of affordable housing by offsetting the cost of required infrastructure. It is expected that funding will be prioritized within Low Resource areas, as these funding sources require proximity to transit, and the Downtown Perris Transit Station is within a Low Resource census tract. When available, Staff will use CDBG allocations as a potential funding source or funding match for infrastructure projects, which may be applied to new and existing affordable housing developments. Through these programs the City hopes to promote the development of at least 100 new affordable housing units aligned with access to public transit, safe routes to schools, educational programs and other related initiatives. The City will also align the spending of Community Development Block Grants (CDBG) funds to support Low Resource neighborhoods, including census tracts 427.06, 426.17 and 426.18, where there are existing and potential affordable housing projects, through the 2024-2029 Consolidated Plan. The 2024-2029 Consolidated Plan should also take into account programs and infrastructure projects targeted to census tracts where the Housing Opportunity Areas are located, giving priority to Low Resource areas.</p>	<p>Perris Housing Authority and City Engineer's Office</p>	<p>Ongoing</p>	<p>During this reporting year. The City of Perris developed or completed the following program/project to help support the City's infrastructure with CDBG funding.</p> <p><b>Public Works Landscape Project:</b> This project was awarded <b>\$200,000.00</b> for the construction of streetscape improvements to include extensive landscaping along sections of the following streets: Nuevo Road: San Jacinto Avenue; Redlands Avenue; A Street; Ellis Avenue; Perris Boulevard; and Citrus Avenue. <b>During this reporting period, a bid packet was being put together and finalized during this reporting year.</b></p> <p><b>Rotary Park Amenities Improvements Program:</b> This project consists of the removal of the existing non-compliant playground to install a new ADA-accessible playground with ADA-compliant surfacing for better access at Rotary Park and remove and replace damaged park fixtures and amenities. This project was completed during this reporting period. <b>During the reporting period, this project was completed.</b></p> <p><b>Gear Bike Lane Expansion II:</b> was awarded \$123,065.30. This project</p>

				<p>installed 5.1 miles of Class III bike lanes on selected areas that include San Jacinto Avenue, D St, S C St, W 11th St, and S A St. Along with the implementation of bike lanes, bike repair stations, and bike racks will be set up along the routes with a focus on sanitary elements, such as hand sanitizer, to help keep Perris residents safe while biking throughout the City. <b>During this reporting period, because of the transition of engineering services to an in-housing department, the project team encountered a problem finding a new design team for bike lane exhibits. Once the City created its new internal Engineering Department, the project team hosted a preliminary meeting with Engineering to discuss the class III and IIIB bike lane exhibits.</b></p>
<p><b>Action 2.11:</b> Housing Element Annual Report</p>	<p>Continue to submit the Housing Element Annual Progress Report (APR) to the State Department of Housing and Community Development and the Governor's Office of Planning and Research on or before April 1st of each year for the prior calendar year, pursuant to Government Code Section 65400.</p>	<p>City of Perris Planning Division and Perris Housing Authority</p>	<p>Ongoing 2021-2029; Submit first report in April 2022</p>	<p><b>City of Perris Broadband Project:</b> Broadband infrastructure aims to create and pave the path for future smart city initiatives and enhance a community's economic development potential by providing the Perris residents with broadband products and service options. <b>During this reporting period, this project is currently in conceptual design and approval, and the process is pending. Further details will be reported in the reporting year 2024.</b></p>
<p><b>Goal 3: Remove or mitigate constraints to the maintenance, improvement, and development of affordable housing.</b></p>				

<p><b>Action 3.1:</b> Remove Development Constraints</p>	<p>Review existing and proposed building, planning, engineering, and fire plans, policies and standards annually to determine whether changes are possible that could assist the production of affordable housing, or that would encourage preservation of housing rather than conversion to non-residential uses, provided such changes would not conflict with other General Plan policies. The City will revise the development code to address all constraints identified in Chapter 6 of the Housing Element, including:</p> <ol style="list-style-type: none"> <li>1. Removal of subjective findings as part of the design review process.</li> <li>2. Comply with State law on parking and distancing requirements for emergency shelters.</li> <li>3. Allow for residential care facilities of six or fewer to be regulated in the same manner as a single-family dwelling unit in all zones, including Specific Plan areas, where single-family dwelling units are allowed.</li> <li>4. Ensure the permitting requirements and necessary findings for residential care facilities for 7 or more persons are consistent with state law and fair housing requirements. Amend provisions in the Perris Municipal Code and Specific Plans to allow residential care facilities for seven or more persons only subject to those restrictions that apply to residential uses in any zone that permits residential uses or otherwise amending the Perris Municipal Code to make it easier to locate a residential care facility for seven or more persons in the City. Residential care facilities would still be subject to state licensing, as applicable, in accordance with Title 22 of the California Code of Regulations.</li> <li>5. Remove the requirement for projects with 5 or more units to obtain Planning Commission approval. If a project is compliant with the General Plan and Zoning Code, the project will not require a public hearing and can be approved by the Development Services Director.</li> <li>6. Reduce the minimum lot size requirements in Specific Plan areas for residential development to no more than 2 acres, when developers apply to permit or re-entitle projects within that Specific Plan area (i.e., Park West Specific Plan, New Perris Specific Plan, and the Green Valley Specific Plan).</li> </ol>	<p>City of Perris Planning Division</p>	<p>The City will update the Zoning Code to remove constraints within one year of the Housing Element statutory due date.</p> <p>The City will annually review the Zoning Code and update as needed to address constraints and comply with State law throughout the planning period, 2021-2029.</p>	<p>The City already has in place processes to encourage affordable housing development and Codes are in compliance with State requirements for emergency shelters, and residential care for six or fewer people. Provisions for residential care facilities consisting of seven or more people comply with the State requirements. Additionally, The City of Perris is processing a comprehensive update of the Zoning Code and Specific Plan, which includes flexible development standards, Density Bonus provisions, and application of the Housing Opportunity Overlay Zone to the opportunity sites identified on the Housing Element. Furthermore, the comprehensive updates will include the establishment of a streamlined/expedited review process to facilitate development of the identified project sites with diverse housing types, particularly affordable housing. The Zoning Code Amendment and Specific Plan Amendments are tentatively scheduled to be considered by the City Council in October 2024 for compliance with the Housing Element adopted in October 2022.</p>
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	<p>The City will specifically continue to allow flexible parking regulations for housing development, especially near transit stops, in the Perris Downtown Specific Plan area, and on properties that utilize the Senior Housing Overlay. Consider the flexible use of on-street or city parking facilities by Downtown residents, where appropriate, and reduced parking requirements where appropriate guarantees limit occupancies to persons without motor vehicles or who provide proof of reserved, off-site parking. Such developments may be subject to requirements for parking use fees, use limitations and enforcement provisions.</p>			
<p><b>Action 3.2:</b> Streamlined Permit Processing</p>	<p>The City shall expedite the development application processing times for new construction or rehabilitation of housing for lower and moderate-income households and seniors. To increase transparency and certainty in the development application process, the City will comply with SB 330, which allows a housing developer to submit a "preliminary application" to the City for a housing development project. Submittal of a pre-application allows a developer to provide a specific subset of information on the proposed housing development ahead of providing the full amount of information required by the City for a housing development application. Upon submittal of an application and a payment of the permit processing fee, a housing developer is allowed to "freeze" the applicable fees and development standards that apply to their project while they assemble the rest of the material necessary for a full application submittal.</p> <p>Expedited permit processing would allow complete development applications to be reviewed at an accelerated rate by City Staff. Staff will also continue to prioritize procedures that speed up the processing of applications, construction permits, and water and sewer service priorities for affordable housing projects. City Staff and Commissions shall give such projects priority in allocating work assignments, scheduling, conferences, and hearings.</p>	<p>City of Perris Planning Division</p>	<p>Establish a formal application and procedure in compliance with SB 330 within one year of the Housing Element statutory due date and provide streamlined permit processing throughout the planning period; 2021-2029.</p>	<p>The City of Perris is processing a comprehensive update of the Zoning Code and Specific Plan, which includes flexible development standards, Density Bonus provisions, application of the Housing Opportunity Overlay Zone to the opportunity sites identified on the Housing Element. Furthermore, the comprehensive updates will include the establishment of a streamlined/expedited review process to facilitate development of the identified project sites with diverse housing types, particularly affordable housing. The Zoning Code Amendment and Specific Plan Amendments are tentatively scheduled to be considered by the City Council in October 2024 for compliance with the Housing Element adopted in October 2022.</p>
<p><b>Action 3.3:</b> Affordable Housing Incentives</p>	<p>To encourage and facilitate the development of affordable housing in Perris, including housing for lower income households, the City will provide the following incentives to private developers along with information</p>	<p>City of Perris Planning Division and Perris Economic</p>	<p>Provide assistance as developments are proposed.</p>	<p>The City already has in place provisions that allow developers to receive technical assistance at the Planning Counter or via email. On September 26, 2023, the city adopted Residential</p>

	<p>regarding the availability of funding through federal and State housing assistance:</p> <ul style="list-style-type: none"> <li>• Provide technical assistance to developers regarding City overlay zones, mixed use zoning and State density bonus incentives;</li> <li>• Provide permit fast-tracking for projects that include housing affordable to lower-income households, prioritizing projects that include units affordable to extremely low-income households;</li> <li>• Encourage well-planned and designed mixed use development by allowing higher building intensities, reduced parking requirements, reduced set-back and yard requirements, increased building height, and greater floor area ratios.</li> </ul>	Development Department		<p>Design Guidelines for residential development to ensure residential and mixed-use projects are well designed.</p> <p>Lastly, the City of Perris is processing a comprehensive update of the Zoning Code and Specific Plan, which includes updates to the ADU provisions for compliance with State requirements. The Zoning Code Amendments and Specific Plan Amendments are tentatively scheduled to be considered by the City Council in October 2024 for compliance with the Housing Element adopted in October 2022.</p>
<p><b>Action 3.4:</b> Accessory Dwelling Units</p>	<p>Development of accessory dwelling unit (ADU) housing provides lower-income households an affordable housing opportunity within a single-family neighborhood setting. Over the years, ADU law has been revised to improve its effectiveness at creating more housing units. For the 2021-2029 Housing Element planning period the City will review and update their Zoning Ordinance to comply with recent legislation that amended ADU law, including: AB 3182 (2020) and SB 13, AB 68, AB 881, AB 587, AB 670, and AB 671 (2019). Effective January 1, 2021, the California Health and Safety Code (HSC), Section 65583(7), also requires that cities develop a plan that incentivizes and promotes the creation of ADUs that can be offered at affordable rent for very low to moderate-income households. The City of Perris will review their existing zoning ordinance on ADUs within one year of the Housing Element statutory due date to ensure the requirements are consistent with State law. Furthermore, the City will encourage and facilitate the development of ADU housing by developing informational packets to market ADU construction, advertising ADU development opportunities at community and pop-up events and establishing an ADU specialist within the Planning Division. The City will also directly market to property owners within High Resource census tracts to increase housing choices in areas of high opportunity.</p> <p>As the City of Perris is assuming that an average of 5 ADUs can be developed annually during the planning</p>	City of Perris Planning Division	<p>Ensure the zoning code is compliant within one year of the Housing Element due date. Develop materials to market ADU development within two years of Housing Element adoption and ensure Staff advertise opportunities online or at community events annually. Review ADU production twice a year and implement additional actions as needed.</p>	<p>The City already has in place provisions that allow for developers to receive technical assistance at the Planning Counter or via email. The ADU application includes information on ADUs and a sample site plan to assist residents with the level of information that would be required for permitting. Additionally, on September 26, 2023, the city adopted Residential Design Guidelines for residential and mixed-use projects are well designed.</p> <p>During this reporting year, the Building and Safety Division is developing permit-ready ADU plans that can be accessible to applicants. Once completed, the plans will be available on the City of Perris website. The following reporting year will provide information and a link to the ADU plans.</p> <p>Lastly, the City of Perris is processing a comprehensive update of the Zoning Code and Specific Plan, which includes flexible development standards, Density Bonus provisions, and application of the Housing Opportunity</p>

<p><b>Action 3.5:</b> Mobile Homes and Manufactured Housing</p>	<p>period to accommodate their RHNA, the City is committed to monitoring ADU production and affordability throughout the course of the planning period. The City will review ADU development twice a year and if it is determined that actual production is not on track then the City will implement additional actions in a timely manner. The level of additional actions will be determined by and correlate to the actual ADU production levels. Halfway through the projection period (2025), if determined that these units are not meeting a lower-income housing need, the City shall ensure other housing sites are available to accommodate the unmet portion of the lower-income RHNA.</p>	<p>City of Perris Planning Division</p>	<p>Ensure the zoning code is compliant within two years of Housing Element adoption.</p>	<p>Overlay Zone to the opportunity sites identified on the Housing Element. Furthermore, the comprehensive updates will include the establishment of a streamlined/expedited review process to facilitate the development of the identified project sites with diverse housing types, particularly affordable housing. The Zoning Code Amendment and Specific Plan Amendments are tentatively scheduled to be considered by the City Council in October 2024 for compliance with the Housing Element adopted in October 2022.</p>
<p><b>Action 3.6:</b> Zoning Code Updates to Address Housing for Special Needs Households</p>	<p>Preserve manufactured housing or mobile home parks and support changes in these forms of tenure only if such changes provide residents with greater long-term security or comparable housing in terms of quality, cost, and livability. The City will also continue to permit manufactured housing on permanent foundations in residential zones if it meets compatibility criteria.</p> <p>In implementing this program, the City is protecting affordable housing options (specifically the Park Place Mobile Home Park with roughly 210 mobilehome spaces) in a high opportunity area and furthering fair housing.</p>	<p>City of Perris Planning Division</p>	<p>Complete zoning code updates within 2 years of Housing Element adoption.</p>	<p>The City of Perris is processing a comprehensive update of the Zoning Code and Specific Plan. Mobile Homes provisions will be revised to ensure compliance with the State requirements. Further, on September 26, 2023, the City adopted Residential Design Guidelines for residential development to ensure residential and mixed-use projects are well designed. The Zoning Code Amendment and Specific Plan Amendments are tentatively scheduled to be considered by the City Council in October 2024 for compliance with the Housing Element adopted in October 2022.</p>
<p><b>Action 3.6:</b> Zoning Code Updates to Address Housing for Special Needs Households</p>	<p>Recent changes to State law regarding housing for the homeless and persons with special needs also warrant amendments to the Zoning Ordinance. These include:</p> <ul style="list-style-type: none"> <li>• Low Barrier Navigation Centers (AB 101): AB 101 requires cities to allow a Low Barrier Navigation Center development by right in areas zoned for mixed uses and nonresidential zones permitting multifamily uses if it meets specified requirements. A "Low Barrier Navigation Center" is defined as "a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living</li> </ul>	<p>City of Perris Planning Division</p>	<p>Complete zoning code updates within 2 years of Housing Element adoption.</p>	<p>The City of Perris is processing a comprehensive update of the Zoning Code and Specific Plan. Provisions for Low Barrier Navigation Centers, Emergency Transitional Housing, and Supportive Housing will be revised to ensure compliance with the State requirements. The City has no agriculturally zoned land. The Zoning Code Amendment and Specific Plan Amendments are tentatively scheduled to be considered by the City Council in</p>

<p><b>Action 3.7:</b> Centralized Fee Database and Processing</p>	<p>facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.” Low Barrier shelters may include options such as allowing pets, permitting partners to share living space, and providing storage for residents’ possessions.</p> <ul style="list-style-type: none"> <li>• Emergency and Transitional Housing (AB 139): Local governments may include parking requirements for emergency shelters specifying that adequate parking must be provided for shelter staff, but overall parking requirements for shelters may not exceed the requirements for residential and commercial uses in the same zone. The City’s Zoning Ordinance does not include specific parking requirements for emergency shelters. Therefore, an amendment is not necessary but may be considered to ensure consistent implementation.</li> <li>• Supportive Housing (AB 2162): AB 2162 requires supportive housing projects of 50 units or fewer to be permitted by right in zones where multifamily and mixed-use developments are permitted, when the development meets certain conditions. The City may choose to allow larger supportive housing projects by right in these zones. The bill also prohibits minimum parking requirements for supportive housing within ½ mile of a public transit stop</li> </ul> <p>Perris Zoning Ordinance defines transitional and supportive housing in accordance with State law and allows them subject to the restrictions that apply to other residential dwellings of the same type in the same zone.</p> <ul style="list-style-type: none"> <li>• Amend the Zoning Ordinance to allow agricultural employee housing for six or fewer persons by right in the A-E and R-1 Zoning Districts, subject to the same regulations as a single-family dwelling in compliance with Health and Safety Codes Section 17021.6 and 17021.8.</li> </ul> <p>The City conducts annual reviews of planning and development fees to ensure that the fees are not excessive and are appropriate to cover the cost of services provided. To ensure the City is compliant with SB 330, all fee schedules, development procedures, code updates, and nexus studies will be posted on the City’s website in a centralized location, as they become available. The City will study whether developments that include rent-restricted units for seniors or lower-income households could have certain City fees deferred, which</p>	<p>City of Perris Planning Division and Building Safety Division</p>	<p>Establish the centralized database within 2 years of Housing Element adoption.</p>	<p>October 2024 for compliance with the Housing Element adopted in October 2022.</p>
<p><b>Action 3.7:</b> Centralized Fee Database and Processing</p>	<p>The City conducts annual reviews of planning and development fees to ensure that the fees are not excessive and are appropriate to cover the cost of services provided. To ensure the City is compliant with SB 330, all fee schedules, development procedures, code updates, and nexus studies will be posted on the City’s website in a centralized location, as they become available. The City will study whether developments that include rent-restricted units for seniors or lower-income households could have certain City fees deferred, which</p>	<p>City of Perris Planning Division and Building Safety Division</p>	<p>The City has not updated Planning fees since 1998. Therefore, they are not considered to be excessive and do not need to be amended. Planning Fee Schedule is available on the Planning’s website at: Link for City fee schedule: <a href="https://www.cityofperris.org/home/showpublisheddocument/2537/637217201195900000">https://www.cityofperris.org/home/showpublisheddocument/2537/637217201195900000</a></p>	<p>October 2024 for compliance with the Housing Element adopted in October 2022.</p>

	can be counted as a leveraged funding source on financing applications for affordable housing.			
<p><b>Action 3.8:</b> Water and Sewer Service Providers</p>	<p>Pursuant to Chapter 727, Statutes of 2005 (SB 1087), the City of Perris is required to deliver its adopted housing element and any amendments to local water and sewer service providers. Those local providers in Perris include Eastern Municipal Water District (EMWD) and the City of Perris Water District. This legislation allows for coordination between the City and water and sewer providers when considering approval of new residential projects, to ensure that the providers have an opportunity to provide input on the Housing Element. Review of the Housing Element ensures that priority for water and sewer services is granted to projects that include units affordable to lower-income households. As the City is a local water provider, it will establish a program to prioritize the delivery of water to residential developments with deed-restricted units within one year of Housing Element adoption.</p>	<p>City of Perris Planning Division Public Works and Engineering Department</p>	<p>Following the adoption of the Element and no later than January 1, 2023</p>	<p>A copy of the City of Perris adopted Housing Element was emailed to the City of Perris water department and Eastern Municipal Water District (EMWD). <b>This item was completed and reported in the 2022 Housing Element annual report.</b></p> <p>The discussions noted in the 2022 HE APR regarding the water and sewer system consolidation with the Eastern Municipal Water District (EMWD) have progressed forward and are still ongoing. While the agreement was not executed during the 2023 calendar year as planned, it is anticipated that a Memorandum of Understanding (MOU) will be presented to both Perris City Council and the EMWD Board of Directors for approval early in the 2024 calendar year. Upon both agencies' approval of the MOU, the parties will work toward the transfer of properties and rights from the City of Perris to EMWD. As such, there has been no direct activity on the City's behalf on this item.</p>
<p><b>Goal 4: Ensure equal housing opportunity and affirmatively further fair housing for all residents of Perris, including persons with special needs.</b></p> <p><b>Action 4.1:</b> Fair Housing Council of Riverside County</p>	<p>The City will continue to contract with the Fair Housing Council of Riverside County (FHCRC) to provide residents with fair housing services using Community Development Block Grant (CDBG) funds. Fair housing services provided by the FHCRC include:</p> <ul style="list-style-type: none"> <li>• Counseling education services, and mediation between tenants and landlords;</li> <li>• Workshops on financial literacy;</li> <li>• Homebuyer workshops that target minority or lower income households;</li> <li>• Maintaining an inquiry response line;</li> </ul>	<p>City of Perris Housing Division</p>	<p>Allocate funding annually</p>	<p>The City of Perris continues to support the activities of the Fair Housing Council of Riverside County, and activities are contracted through the CDBG program, such as credit repair, first-time homebuyer workshops, and landlord and tenants' rights.</p>

	<ul style="list-style-type: none"> <li>• Training for City staff including Police and Code Enforcement on crime free housing, landlord tenant law, and fair housing regulations;</li> <li>• Documenting the type, source, and resolution of discrimination complaints and the demographics of the complainant within the City; and</li> <li>• Representing the City at salient program outreach meetings.</li> </ul> <p>Through these efforts, the City intends to increase efforts to educate residents about potential sources of discrimination and avenues to address fair housing. Weblinks to relevant information will be included on the Housing Authority website in English and Spanish and will address issues such as foreclosures, loan modifications, and short sales. The City will assist in program outreach through placement of fair housing program multilingual brochures on social media, via email, at the public counter, City library, post office, and other community locations. Consistent with the City's FY 2019 – FY 2023 Consolidated Plan, the FHCRC and the City will partner to provide targeted fair housing education and outreach to special needs groups including, but not limited to: the disabled, the elderly, persons living with HIV/AIDS, low- and moderate-income large families, and minorities.</p>			
<p><b>Action 4.2:</b> Affirmative Marketing Strategies</p>	<p>The City will continue to affirmatively market CDBG and HOME funded programs to Low Resource areas (including census tracts 427.06, 426.17 and 426.18) and throughout the community, as outlined in the City's 2019 Analysis of Impediments and Fair Housing Action Plan. Marketing efforts will include advertising housing programs in local publications and ensuring outreach to all potential eligible households, especially those least likely to apply for housing assistance. Affirmative marketing will consist of providing information and otherwise attracting eligible persons to available housing without regard to race, color, national origin, sex, religion, familial status or disability.</p> <p>Outreach efforts include, but are not limited to, disbursement of information on the City's website, City Facebook account, and City Twitter account, as well as production and distribution of brochures, newsletters.</p>	City of Perris Housing Authority	Within one year of Housing Element adoption	<p>During this reporting year of 2023, City staff attended or hosted the following to market its marketing programs and resources available to the City of Perris Community.</p> <p>City of Perris Housing Staff attended 2 Val Verde School District Family Engagement Center-Resource and Information sessions on housing and homelessness to promote housing and homeless services to its staff and community members.</p> <p>The City of Perris Housing Authority staff attended a Rotary meeting to provide information on housing</p>

	<p>flyers and notices. In addition, the City will participate in pop-up events and community workshops and will continue to coordinate outreach efforts with neighborhood organizations, faith-based organizations, schools, public service agencies, and community members to serve residents of protected classes and underrepresented neighborhoods to become involved in local government through local organizations and stakeholders. The City will continue to offer translation services and access to official City materials in multiple languages.</p>			<p>resources, programs, and homeless services.</p> <p>City of Perris Housing Authority Staff attended 8 City of Perris events. In addition, it hosted 2 pop-up events to promote housing services and homeless services, such as; HOME Tenant-Based Rental Assistance, Habitat for Humanity's Home Repair Program, Fair Housing of Riverside resources, and information material for the City's homeless provider, City Net.</p> <p>The City of Perris CDBG division hosted 2 stakeholder meetings and 2 community outreach meetings to gather input on the priority needs of the City of Perris.</p> <p>Moreover, the City of Perris Housing Authority Programs, programs funded by the City's CDBG program, and Outreach efforts are posted on all social media outlets, such as Instagram, Facebook, and the city website. In addition, programs and other outreach modalities are promoted in the City Newsletter, which is distributed to the City of Perris incorporated residents.</p>
<p><b>Action 4.3:</b> Rental Assistance</p>	<p>The City of Perris will continue to directly provide annual rental assistance to veterans, disabled, elderly, seniors, and low-income families through the allocation of HOME funds annually for Tenant-based Rental Assistance (TBRA). The City also supports the efforts of the Housing Authority of the County of Riverside to provide information and counseling to new recipients of government rental subsidies, which are intended to assist renters in dealing with reluctant landlords and finding suitable housing and to rental property owners, apartment managers, and apartment owners associations, with an emphasis on the potential benefits</p>	<p>Perris Housing Authority</p>	<p>As funding allows and coordinate annually with County Housing</p>	<p>The City will continue to support the Riverside County Housing Authority in providing rental assistance in Perris. <b>During this reporting period, 385 families in Perris were assisted with the Housing Choice Voucher Program (Section 8). Out of the 385 families: 51 were elderly, 70 were disabled; 60 were elderly and disabled; and 204 were not disabled or elderly.</b></p>

<p><b>Action 4.4:</b> Implementation of Anti-Poverty Strategies</p>	<p>afforded under the Housing Choice Voucher Program. To increase housing opportunities in high-resource areas, the City will contact multifamily and rental property owners in tracts 426.20 and 426.19 in the northern portion of the City to provide information and education on housing vouchers and opportunities to participate in the program.</p> <p>In addition to assistance offered by the City, Staff provides residents with information about the Perris Family Resource Center, which offers a variety of support and referral services to residents. The Perris Family Resource center, along with other non-profit partners such as the Social Work Action Group, (SWAG), Riverside County's Special Education Local Plan Areas, RI International, De Novo Full-Service Partnership, and the Basic Occupational Training Center, provides non-residential and housing assistance to persons with disabilities. Such services include, but are not limited to substance abuse assistance, health resources or referrals, job placement and housing assistance.</p> <p>The City will continue to pursue and expand economic development opportunities that will benefit all residents, but especially lower income residents. A key poverty reducing strategy is to provide appropriate technical education and training to low wage workers and unemployed workers in the labor force. To achieve this the City will continue allocate CDBG funds to local, faith-based, and community-based organizations, that provide programs, including, but not limited to youth employment classes, education/employment training, trade classes, and senior citizen programs to qualified residents. The City will continue to work toward the elimination of blight and enhancement of the economic base through collaboration with the Community Economic Development Corporation (CEDC). Consistent with CDBG funding goals, these efforts will prioritize Low Resource neighborhoods, including census tracts 427.06, 426.17 and 426.18. The City will also continue to partner with the County of Riverside to provide information and connections to existing well-established programs. The County of Riverside Department of Public Social Services Self-Sufficiency Division is responsible for administering programs and services that can assist</p>	<p>City of Perris Housing Authority</p>	<p>Annually</p>	<p>The City of Perris continues its HOME Tenant-Based Rental Assistance Program, which provides rental assistance. Households cannot exceed HOME Riverside County's 60% Income Limit. <b>During this reporting period, a total of 4 applicants were approved.</b></p>
<p><b>Perris Employment Program (P.E.P):</b> The Perris Employment Program is an opportunity offered to the youth of the City of Perris to provide them with the necessary training to enter the workforce and obtain employment opportunities. <b>During this reporting period, Economic Development staff promoted the Perris Employment Program in December 2023. Three of the applicants qualified on the required income basis, and participated in the interview process, and will be participation in the program, upon clearance of a background check required by the City of Perris.</b></p>	<p>In this reporting year, the City of Perris has implemented or completed the following:</p>	<p>City of Perris Housing Authority</p>	<p>Annually</p>	<p>The City of Perris continues its HOME Tenant-Based Rental Assistance Program, which provides rental assistance. Households cannot exceed HOME Riverside County's 60% Income Limit. <b>During this reporting period, a total of 4 applicants were approved.</b></p>

residents in Perris with basic needs and other services that can help them become self-sufficient. Programs offered include:

- California Work Opportunities and Responsibility to Kids (CalWORKs) provides temporary financial assistance for eligible families with minor children who have lost or had a reduction in their income. The program is designed to provide families the means to meet their basic needs in times of hardship, while helping them to enter or reenter the workforce and become self-sufficient.
- The Riverside County Department of Public Social Services (DPSS) Child Care programs provide childcare payments to a variety of eligible families.
- CalWORKs Greater Avenues for Independence (GAIN) assesses participants when they start the program to determine their need for supportive services and appropriate activity assignments. Assistance is provided with identifying and overcoming barriers to employment. All participants are encouraged to start working as soon as possible in a job that matches their skills and abilities. Adult basic education and on-the-job training may also be offered. As participants progress in the job market, they receive assistance with job retention, career planning and development of a training and education plan. Innovative service delivery by various education and training providers for working parents is pivotal at this time. Service providers include the Riverside County Economic Development Board, the Housing Authority of the County of Riverside, The local community colleges, the Riverside County Office of Education, local adult schools, and other public and private agencies.
- The Self Sufficiency Community Outreach Branch (COB) was formed in January 2012 to enhance the public's awareness and perception of DPSS programs; and to establish, strengthen and maintain community partnerships.

A key poverty reducing strategy is to provide appropriate technical education and training to low wage workers and unemployed workers in the labor force. The City will work to inform poverty income families of poverty reducing programs and partner with local organizations to provide

**Childcare Assistance Program: The** Community Services Department provides the Childcare Assistance Program (CAP) to assist Perris working parents with up to three months of temporary financial assistance for Childcare. CAP intends to create Childcare resources for parents who do not qualify for Childcare financial assistance. **During this reporting period, 8 applicants have been assisted and 7 facilities were approved in this reporting year.**

**Family Services Association Senior Nutrition Program: FSA's Senior Nutrition Program** provides seniors with the necessary nutritional support to protect them against food insecurity and to help them continue to live independent and fulfilling lives. **During this reporting period, FSA assisted 118 seniors within the City of Perris city limits with meals. This program is funded through CDBG funding.**

	multilingual informational materials. Research has demonstrated that			
<p><b>Action 4.5:</b> Housing Units for Large Families</p>	<p>The City of Perris reported a high ratio of persons per household in 2019 indicating a continued need for housing units with three or more bedrooms. The City will prioritize financial resources and allow development concessions for the development of rental projects that provide units with two or three bedrooms. The City will also work with developers and encourage them to prioritize units for larger family particularly in developments that are deedrestricted for lower-income households. Additionally, to ensure the City is compliant with fair housing laws, the City will update its definition of “family” as recent Court rulings indicate that defining a family does not serve any legitimate or useful objective or purpose recognized under the zoning and land planning powers of the jurisdiction, and therefore violates rights of privacy under the California Constitution.</p>	City of Perris Housing Authority and City of Perris Planning Division	Annually	<p>Staff already works with developers and encourages them to include affordable units in residential developments and will continue to work them to achieve the Housing Element goals. Further, the City of Perris is processing a comprehensive update of the Zoning Code and Specific Plan and the definition for “family” will be revised for compliance with fair housing laws. The Zoning Code Amendment and Specific Plan Amendments are tentatively scheduled to be considered by the City Council in October 2024 for compliance with the Housing Element adopted in October 2022.</p>
<p><b>Action 4.6:</b> Housing Units for Developmentally Disabled Residents</p>	<p>The housing needs of persons with developmental disabilities are typically not addressed by Title 24 Regulations, and requires in addition to basic affordability, slight modifications to existing units, and in some instances, a varying range of supportive housing facilities. To accommodate residents with developmental disabilities, the City will seek State and Federal monies, as funding becomes available, in support of housing construction and rehabilitation targeted for persons with developmental disabilities. Perris will also provide regulatory incentives, such as expedited permit processing, and fee deferrals, to projects targeted for persons with developmental disabilities. To further facilitate the development of units to accommodate persons with developmental disabilities, the City shall reach out annually to developers of supportive housing to encourage development of projects targeted for special needs groups. Finally, as housing is developed or identified, Perris will work with the Inland Regional Center to implement an outreach program informing families within the City of housing and services available for persons with developmental disabilities. Information will be made available on the City’s website.</p>	City of Perris Housing Division and Development Services Department	Annually	<p>During this reporting period, no developer has proposed residential projects with units to accommodate persons with developmental disabilities. However, if a developer proposed residential projects, the City would look at providing incentives which would be part of the conditions of approval.</p>

<p><b>Action 4.7:</b> Reasonable Accommodation Procedures</p>	<p>Pursuant to Government Code Section 65583, the City of Perris is obligated to remove potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels and for persons with disabilities. To address the needs of this population, the City amended the Zoning Code to adopt formal reasonable accommodation procedures. Reasonable accommodation provides a basis for residents with disabilities to request flexibility in the application of land use and zoning regulations or, in some instances, even a waiver of certain restrictions or requirements from the local government to ensure equal access to housing opportunities. As identified in Section 6, Housing Constraints, the City will update its required findings to ensure they are not a constraint within two years of Housing Element adoption. The City will continue to provide information regarding the City's reasonable accommodation ordinance, application, and make information more widely available to residents.</p>	<p>City of Perris Planning Division</p>	<p>Amend the ordinance within two years of the Housing Element adoption.  Annually</p>	<p>Chapter 19.87 of the Zoning Code provides for reasonable accommodation for persons with disabilities. Furthermore, the City of Perris is processing a comprehensive update of the Zoning Code and Specific Plan. Staff will ensure the provisions for Reasonable Accommodations are in compliance with the State requirements. The Zoning Code Amendment and Specific Plan Amendments are tentatively scheduled to be considered by the City Council in October 2024 for compliance with the Housing Element adopted in October 2022.</p>
<p><b>Action 4.8:</b> Homelessness Assistance Programs</p>	<p>The City of Perris partners with nonprofit organizations to provide case management, housing navigation services, and counseling to individuals experiencing homelessness. The City has an established referral system in place with the Social Work Action Group (SWAG) and the Riverside County Continuum of Care (CoC). SWAG's average response time for homeless assistance calls is within an hour. SWAG assists individuals through the Riverside County housing assessments (VI-SPDAT when applicable) to identify appropriate housing, shelter placements or treatment centers for those identified as in need of emergency, transitional housing or substance abuse treatment. The CoC maintains a list of available bed locations and identifies as well, the type of facility (i.e., mental illness, family, single, veterans) that has vacancies. The City has also contracted with TrueCare (formerly North County Health Services) utilizing CDBG funding, to provide medical, dental, and mental health services to low-income individuals, as well as individuals experiencing homelessness.</p> <p>To address this growing challenge, the City's Housing Authority also established a Homeless Sub-Committee and launched a Homeless Awareness Campaign called</p>	<p>City of Perris Housing Authority</p>	<p>Annually</p>	<p>In 2023, the City of Perris renewed its contract with City Net to continue providing homelessness services such as Street outreach services, Case management, Housing navigation, and Administrative and supplemental Programs for individuals experiencing homelessness within the City of Perris, city limits.</p> <p>To educate the public on the City of Perris homeless efforts, The City's Housing Authority continues to promote its Perris Cares Homelessness Awareness Campaign and host bi-monthly Homelessness Task Force Committee meetings that are administered by City staff, Riverside County Sheriff, two City of Perris council members, and are open to the public.</p> <p>The City continues its Temporary Hotel Voucher Program. This program offers hotel accommodations to individuals</p>

	<p>Perris Cares designed to reduce homelessness. The Perris Cares Campaign is a coordinated effort between the City, SWAG, code enforcement, and the Riverside County Sheriff's Department to help address issues related to homelessness in the City of Perris. The City will continue to partner with the County and SWAG using CDBG and HOME funds to provide these services and programs to address households at-risk of or experiencing homelessness.</p>			<p>experiencing homelessness while awaiting placement in permanent or transitional housing or entry into a treatment program. During this period, the City assisted five people with temporary hotel vouchers.</p> <p>The City of Perris Housing Authority hosted two "Day of Caring" events. Both events provided a one-stop shop of resources for those experiencing homelessness. Staff also offered hygiene bags to those who participated. Some vendors that attended these events were Public Health, Free COVID-19 Vaccination, Free Flu Vaccination, and the City of Perris Animal Control, which provided free microchip services for their pets. The Salvation Army, City Net, and 211/United Lift</p>
<p><b>Action 4.9:</b> Targeted Infill Infrastructure Strategies</p>	<p>The City shall leverage available State and federal funding sources to conduct infrastructure analyses and targeted studies to understand existing capacity and conditions in infill areas, prioritizing areas in and around Downtown, to further inclusive economic and community development. The City shall identify area-specific infrastructure improvements and prepare local area finance plans, as feasible, to lower construction costs and catalyze development in historically underserved areas. The City was awarded \$750,000 in 2021 from the California Department of Housing and Community Development's (HCD's) Local Early Application Planning (LEAP) grant program to conduct stormwater drainage basin modeling for priority infill areas and housing element site inventory locations. This infrastructure study will be completed by the end 2023. The City was awarded an additional \$300,000 in LEAP funding that will be utilized to conduct a project-level environmental analysis for residential development in the DPSP area.</p>	<p>City of Perris Housing Authority Planning Division Engineering Department</p>	<p>Begin conducting infrastructure analyses in 2022 and begin preparation of local area finance plans in 2024.</p>	<p><b>LEAP Program:</b> On September 24, 2021, the California Department of Housing and Community Development (i.e., HUD) approved funding to the City of Perris for \$300,000 from its Local Early Action Planning Grants Program (i.e., LEAP Program) as a partnership with local governments to address California's critical housing shortage. <b>During this reporting period, Sagecrest Planning + Environmental continues to work on updating the City's Land Use Regulations and preparing an overlay zone for the Housing opportunity sites.</b></p> <p>The City has a Downtown Sewer System Condition Assessment Study which identifies existing and recommended improvements. The study includes the engineer's estimate of the recommended improvements. Regarding stormwater drainage basin</p>

				<p>modeling for specific residential development areas, compliance with Local, State, and Federal regulations is required. Focused studies will be conducted upon the allocation of a site and/or area in conjunction with the project-level environmental analysis.</p>
<p><b>Goal 5: Provide increased opportunities for homeownership.</b>  <b>Action 5.1:</b>  City of Perris  First-Time Homebuyer Program</p>	<p>In 2015, the City of Perris Housing Authority launched its First Time Home Buyer Program funded by the HOME Investment Partnerships Program. On average the City aims to assist 3-4 households annually through the program. As part of the program the City maintains a list of approved lenders and provides HOME funding to the Fair Housing Council of Riverside County to execute a wide range of education and outreach activities throughout the year, such as First Time Homebuyer Workshops that include information on credit readiness, preapproval strategies and predatory lending practices. These workshops target minority or lower-income households and are provided in English and Spanish.</p>	<p>Perris Housing Authority</p>	<p>Annually</p>	<p>During this reporting period, the City's HOME First-Time Homebuyer Assistance (FTHB) Program continues to be suspended due to the California Department of Housing and Community Development (HCD) working with HUD to update some of the HOME FTHB program and policies.</p> <p>Habitat for Humanity Inland Valley was awarded CDBG funding of \$240,000 to administer and provide reduction and closing cost assistance for four qualified low-income families to help secure a permanent affordable homeownership within the City of Perris.</p> <p>The City of Perris promotes the County of Riverside Permanent Local Housing Allocation (PLHA) First-Time Home Buyer Program and its Federally-Funded HOME First-Time Homebuyer Program. Flyers are posted in English and Spanish.  <a href="https://www.cityofperris.org/departments/housing-authority">https://www.cityofperris.org/departments/housing-authority</a></p> <p>The City of Perris continues to refer potential homebuyers to Riverside Fair Housing Council for HUD-approved homebuyer education workshops at no charge to the public.</p>

<p><b>Action 5.2:</b> Riverside County Partnership Program</p>	<p>Continue to provide favorable home purchasing options to lower and moderate-income households, when funds are available, through the City's First Time Home Buyer Program, and provide homeownership assistance in partnership with Riverside County's Mortgage Credit Certificate (MCC) program. Ensure residents are aware of homeownership programs offered by the County by including multilingual information on the City's website and social media platforms and encourage Staff to attend trainings and information sessions offered by the County about applicable programs.</p>	<p>Perris Housing Authority</p>	<p>Not available</p>	<p>The Riverside County Mortgage Credit Certification Program (MCC) is not available. Currently, the California Debt Limit Allocation Committee (CDLAC) has yet to allocate funding for this program.</p>
<p><b>Action 5.3:</b> Habitat for Humanity Partnership</p>	<p>The City of Perris Economic Development division and Housing Authority will work closely with Habitat for Humanity – Inland Valley to offer critical home repair to qualifying low -income senior homeowners (ages 62 and over), under the Senior Home Repair Program. The City will work with Habitat for Humanity to identify opportunities and prioritize funding for households located within Low Resource areas, including the Downtown Perris Specific Plan area. The program offers one-time grants up to \$15,000 to eligible homeowners within the City of Perris and can be applied to roof and window repair/replacement, exterior house painting, heating/cooling repairs/replacement, exterior accessibility (steps, ramps, etc.), and other necessary exterior home repairs within the program's scope of work.</p>	<p>City of Perris Planning Division and Perris Housing Authority</p>	<p>Annually</p>	<p>Habitat for Humanity continues to offer a Minor Home Repair Program for City of Perris Residents who meet HUD income limits of 80%. This program provides a grant of up to \$20,000 for minor home repairs.</p>

# **ATTACHMENT 2**

## **2023 Annual Progress Report for the General Plan Housing Element**

Due to size, the 2023 Annual Progress Report is available at the following link:

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



10.M.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** Consideration of an application submittal for HOME Investment Partnerships Program funding from the California Department of Housing and Community Development for the First-Time Homebuyer Program and Tenant-Based Rental Assistance Program.

**REQUESTED ACTION:** That the City Council 1) Adopt Resolution No. (next in order), authorizing the submittal of an application to the California Department of Housing and Community Development for funding under the HOME Investment Partnerships Program; and 2) Authorize the City Manager or her designee to execute all related documents subject to City Attorney approval as to form.

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

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

On January 19, 2024, the California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability to announce the opening of grant applications for funding under the HOME Investment Partnerships Program (HOME). HCD is authorized to allocate HOME funds made available from the U.S. Department of Housing and Urban Development (HUD). Funding is to be allocated to local governments, and it is designed exclusively to increase the supply of affordable rental housing, expand homeownership, and improve existing housing for low-income households.

The City of Perris is an eligible State HOME jurisdiction due to its entitlement status. The City is requesting two hundred and fifty thousand dollars (\$250,000.00) for the First-Time Homebuyer Program and two hundred and fifty thousand dollars (\$250,000.00) for the Tenant-Based Rental Assistance Program. The grant application is due on April 9, 2024. The issuance of conditional reservation (award) letters is tentatively scheduled for Spring 2024, with HOME Standard Agreements to be issued approximately 45-60 days thereafter.

Staff is requesting that the City Council adopt Resolution No. (next in order), authorizing the submittal of an application to the California Department of Housing and Community Development for funding under the HOME Investment Partnerships Program, and approve the City Manager or her designee to execute all related documents subject to City Attorney approval as to form.

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

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Prepared by: Rebecca Rivera, Principal Management Analyst

**REVIEWED BY:**

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

Assistant City Manager WB

Deputy City Manager ER

Attachments: 1. Resolution No. (next in order), authorizing the submittal of an application to the California Department of Housing and Community Development for funding under the HOME Investment Partnerships Program

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

# **ATTACHMENT 1**

Resolution No. (next in order), authorizing the  
submittal of an application to the California  
Department of Housing and Community  
Development for funding under the HOME  
Investment Partnerships Program; and if selected, the  
execution of a Standard Agreement, any amendments  
thereto, and any related documents necessary to  
participate in the HOME Investment Partnerships  
Program

**RESOLUTION NO. (next in order)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM.**

**WHEREAS**, the California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the U.S. Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.

**WHEREAS**, on January 19, 2024, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the “NOFA”).

**WHEREAS**, in response to that HOME NOFA, City of Perris, a municipal corporation (the “Applicant”) wishes to apply to the Department for, and receive an allocation of, HOME funds.

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

**SECTION 1.** In response to the above-referenced HOME NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed five hundred thousand dollars (\$500,000.00) for the following activities and/or programs: 1) First-Time Homebuyer Program, and 2) Tenant-Based Rental Assistance (TBRA) Program to be located in the City of Perris.

**SECTION 2.** If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant will also execute a Standard Agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

**SECTION 3.** The Applicant authorizes the City Manager or their designee(s) to execute, in the name of the Applicant, all other required documents.

**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 MARCH 26, 2024, BY THE FOLLOWING VOTE:**

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MAYOR, MICHAEL M. VARGAS

ATTEST:

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City Clerk, Nancy Salazar

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

I, Nancy Salazar, City Clerk of the City of Perris, do hereby certify that the foregoing Resolution Number 24-\_\_\_\_\_ was duly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 26<sup>th</sup> day of March 2024, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

10.N.

**MEETING DATE:** March 26, 2024

**SUBJECT:** Consideration of a Consent to an Assignment and Assumption of the Sublease Agreement, relating to La Gare Café, from Odir Smahi Silva and Abigail Silva, a married couple, DBA La Gare Café, to La Gare Café LLC.

**REQUESTED ACTION:** That the City Council 1) Approve the related Assignment and Assumption Agreement; and 2) Authorize the City Manager or her designee to execute the consent for the Assignment and Assumption Agreement and all related documents, subject to City Attorney approval as to form.

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

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

The City of Perris originally entered into a Master Lease for approximately 9,978 square feet of ground floor commercial space in the building located at 24 South D Street, also known as the Perris Station Apartments, which the City later assigned to the Perris Community Economic Development Corporation (CEDC). On April 30, 2013, City Council approved the CEDC to attract tenants to sublease individual suites to neighborhood-serving commercial uses. On March 1, 2016, the CEDC entered into a Sublease Agreement with Odir Smahi Silva and Abigail Silva, a married couple, DBA La Gare Café, to occupy Suites 108 and 110. Mr. and Mrs. Silva have since created a Limited Liability Company (LLC), La Gare Café LLC, under the same ownership and operations as the original entity. As such, the entity has requested that this change be reflected in the Sublease Agreement, in the form of the attached Assignment and Assumption of Sublease Agreement. All terms in the existing Sublease Agreement will remain in effect, as is, through the expiration date of February 28, 2026.

Staff is recommending that the City Council approve an Assignment and Assumption of Sublease Agreement between Odir Smahi Silva and Abigail Silva, a married couple, DBA La Gare Café, and La Gare Café LLC, and authorize the City Manager or her designee to execute the consent for the Assignment and Assumption Agreement and all related documents, subject to City Attorney approval as to form.

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

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Prepared by: Michele Ogawa, Director of Economic Development and Housing

**REVIEWED BY:**

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

Assistant City Manager MB

Deputy City Manager ER

- Attachments:
1. Assignment and Assumption of Sublease Agreement between Odir Smahi Silva and Abigail Silva, a married couple, DBA La Gare Café, and La Gare Café LLC
  2. Copy of Sublease Agreement with Odir Smahi Silva and Abigail Silva, a married couple, DBA La Gare Café

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

# **ATTACHMENT 1**

**Assignment and Assumption of Sublease Agreement  
between Odir Smahi Silva and Abigail Silva, a married  
couple, DBA La Gare Café, and La Gare Café LLC**

**ASSIGNMENT AND ASSUMPTION  
OF SUBLEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF SUBLEASE AGREEMENT (“**Assignment and Assumption**”) is dated as of \_\_\_\_\_, 2024 (“**Effective Date**”), by and between the Odir Smahi Silva and Abigail Silva a married couple, DBA LA GARE CAFÉ (“**Assignor**”), and La Gare Café LLC, a California Limited Liability Company (“**Assignee**”). Assignor and Assignee may sometimes hereinafter individually be referred to as “Party” and collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, the Perris Community Economic Development Corporation (“CEDC”) is the lessee under that certain Master Lease dated February 12, 2014, between Assignor and HCHP Affordable Multi-Family, LLC, a California limited liability company (“Master Lease”), of the ground floor of the real property located at 24 South D Street in the City of Perris, California (“Master Lease Premises”);

**WHEREAS**, Assignor and CEDC, entered into that certain Sublease Agreement dated March 1, 2016 (“Sublease Agreement”), for Assignor to sublease from CEDC a portion of the Master Lease Premises, specifically, Suites 108 and 110 (“Premises”) as depicted on the Site Plan attached to the Sublease Agreement, with a termination date of February 28, 2026;

**WHEREAS**, the Parties acknowledge that the Sublease Agreement is subject to the terms of the Master Lease; and

**WHEREAS**, Assignor now desires to assign to Assignee all its rights, duties and obligations under the Sublease Agreement, and Assignee desires to assume all of Assignor’s rights, duties and obligations under the Sublease Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Recitals.** All of the foregoing recitals are true and correct and are incorporated herein by reference.
2. **Effective Date.** This Assignment and Assumption shall be effective as of the Effective Date.
3. **Assignment.** Assignor hereby assigns, sells, conveys, and otherwise transfers to Assignee all of Assignor's interests, rights, and obligations under the Sublease Agreement. As of the Effective Date, Assignor shall have no further right or liability under the Sublease Agreement.

4. **Assumption.** Assignee hereby assumes all of Assignor's interests, rights, and obligations under the Sublease Agreement and assumes and agrees to perform all of Assignor's corresponding obligations, terms, covenants, and conditions under the Sublease Agreement accruing from, and after the Effective Date.

7. **Governing Law; Venue.** This Assignment and Assumption 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. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Assignment and Assumption shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.

8. **Counterparts.** This Assignment and Assumption may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Assignment and Assumption.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties have executed this Assignment and Assumption effective as of the Effective Date.

**ASSIGNOR:**

Odir Smahi Silva and Abigail Silva a married couple, DBA LA GARE CAFÉ

**ASSIGNEE:**

La Gare Café LLC, a California Limited Liability Company

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

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

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CONSENT**

In reliance upon the assumption by La Gare Café LLC, a Limited Liability Company (“**Assignee**”) of all rights and obligations pursuant to the foregoing Assignment and Assumption and pursuant to Section 20 of the Sublease Agreement, dated March 1, 2016, between the Perris Community Economic Development Corporation (“**CEDC**”) and Odir Smahi Silva and Abigail Silva a married couple, DBA LA GARE CAFÉ (“**Assignor**”), the CEDC hereby consents to and approves the assignment of the rights and obligations by Assignor to Assignee and the assumption thereof by Assignee, which is memorialized in that certain Assignment and Assumption entered into by and between Assignor and Assignee dated \_\_\_\_\_, 2024.

Perris Community Economic Development Corporation

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

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

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

**ATTEST:**

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

Nancy Salazar, City Clerk

## **ATTACHMENT 2**

**Copy of Sublease Agreement between the Perris  
Community Economic Development Corporation and  
Odir Smahi Silva and Abigail Silva, a married couple,  
DBA La Gare Cafe**

**PERRIS STATION**

**SUBLEASE AGREEMENT**

**By and Between**

**THE COMMUNITY ECONOMIC DEVELOPMENT CORPORAITON  
OF THE CITY OF PERRIS**

**and**

**Odir Smahi Silva and Abigail Silva a married couple. DBA LA GARE CAFE**

**[24 South 'D' Street, Suite 108 and 110]**

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter "Sublease") is entered into as of March \_\_\_\_1st\_\_, 2016, between Odir Smahi Silva and Abigail Silva a married couple. DBA LA GARE CAFÉ ("Tenant") and the Community Economic Development Corporation of the City of Perris ("Landlord").

### RECITALS

- A. Landlord is the lessee under a Master Lease signed between the Landlord and HCHP Affordable Multi-Family, LLC, a California Limited Liability Company, ("Master Lessor"), of the ground floor of the real property located at 24 South D Street in the City of Perris ("Master Lease Premises").
- B. Tenant desires to sublease from Landlord and Landlord desires to sublease to Tenant a portion of the Master Lease Premises, specifically described as Suites 108 and 110 ("Premises") and as shown on the Site Plan attached as Exhibit A.
- C. Tenant acknowledges that this Sublease is subject to the terms of the Master Lease; that Tenant has no rights under this Sublease greater than Landlord possesses under the Master Lease; and that in the event of any conflict between this Sublease and the Master Lease, the terms of the Master Lease are controlling.

**NOW THEREFORE**, for good and valuable consideration the receipt and adequacy of which are acknowledged, the parties agree as follows:

### Section 1. Sublease of Premises

#### (a) Sublease

Landlord subleases to Tenant and Tenant subleases from Landlord the Premises on the terms and conditions set forth in this Sublease. Tenant agrees that it accepts the Premises "As-Is" and "Where-is" without any representations or warranties of any nature or kind whatsoever from Landlord.

#### (b) Sublease Subject to Master Lease

Tenant, for the benefit of the Landlord and the Master Lessor, hereby agrees that the Master Lease is incorporated herein by reference, and Tenant agrees further to be bound by all of the terms, covenants and conditions on the part of the Landlord to be done, performed and observed under the Master Lease with respect to the Premises. Tenant shall not do or permit anything to be done which would cause the Master Lease to be breached, terminated or forfeited, and the Tenant shall indemnify and hold the Landlord harmless from and against all claims of any kind whatsoever by reason of any action, breach or default on its part. Tenant acknowledges and agrees that

notwithstanding anything to the contrary in this Sublease, this Sublease may terminate immediately upon the termination or expiration of the Master Lease.

A violation of the Master Lease by the Tenant shall constitute a violation of this Sublease and constitute an Event of Default under Section 21(a) and cause for termination pursuant to the terms of the Master Lease and this Sublease. Tenant represents and warrants that it has reviewed the Master Lease and is familiar with its terms; that Tenant has had an opportunity to consult with an attorney of Tenant's choosing regarding the Master Lease; and that Tenant accepts the terms of the Master Lease in their entirety.

**(c) Floor Area**

For purposes of calculations based upon square footage in this Sublease, the Premises contain approximately 3667 square feet of floor area. Tenant agrees that it has been given an opportunity to verify the square footage of the Premises and Tenant is in agreement with the square footage provided in this Sublease for the Premises.

**Section 2. Use**

Tenant agrees to use the Premises for the purpose of operating LA Gare Café and Coffee Roasters and for no other use. The use may be further described in Exhibit B.

**Section 3. Term**

The term of this Sublease ("Term") shall commence on March 1st, 2016 ("Commencement Date"), and shall terminate on February 28, 2026, unless terminated sooner in accordance with this Sublease ("Term"). Should the Term commence on a date other than the first day of a calendar month, the Term shall be extended by this fractional month. Tenant will have continuous five year options as long as the original parties are still in operation.

**Section 4. Rent**

Tenant shall pay to Landlord during the Term of this Sublease as monthly rental for the Premises the sum of \$0 per month, which shall be paid in advance on the first day of each calendar month ("Monthly Rent"). All Monthly Rent to be paid by Tenant to Landlord shall be paid in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand at the address designated in Section 28. This is an absolute net sublease to Landlord with Tenant paying their pro rata share of all expenses, including but not limited to taxes, utilities, and common area maintenance ("CAM") expenses as provided in this Sublease and in the Master Lease. Further provisions for Monthly Rent may be included in Exhibit C.

## **Section 5. Real Property Taxes**

### **(a) Real Property Taxes Defined**

As used in this Sublease, the term "Real Property Taxes" shall include any form of tax or assessment, license fee, license tax, possessory interest tax, tax or excise on rental or gross receipts, or any other levy, charge, expense or imposition imposed by any Federal, state, county or city authority having jurisdiction, or any political subdivision thereof, or any school, agricultural, lighting, drainage or other improvement or special assessment district on any interest of Landlord or Tenant (including any legal or equitable interest of Landlord) in the Premises or the Landlord's Premises.

### **(b) Tenant Responsible for Real Property Taxes**

Separate from Tenant's other responsibilities in this Sublease, Tenant is responsible for all Real Property Taxes on the Premises and shall cause and/or work with the Landlord as necessary to cause the Premises to be separately assessed and billed from the Landlord's Premises and/or the Master Lease Premises. If the Tenant is separately billed for Real Property Taxes on the Premises, Tenant shall pay all Real Property Taxes prior to delinquency.

If the Tenant is not separately billed for Real Property Taxes, the Tenant shall pay to Landlord Tenant's pro rata share of the annual Real Property Taxes, and taxes in lieu of real property taxes. This amount shall be payable within ten (10) days after receipt of a semi-annual statement to be sent by Landlord to Tenant setting forth the amount of the Real Property Taxes based upon the actual tax bill received by Landlord; or Landlord at Landlord's option shall have the right to estimate the amount of taxes next due and to collect and impound from Tenant on a monthly or quarterly basis the amount of Tenant's estimated tax obligation, as set forth in Subsection 30(i).

### **(c) Tenant Acknowledgement of Notice on Tax Treatment**

Tenant understands that this Sublease may create a taxable possessory interest and that it may be liable to pay that tax, and Tenant acknowledges that the City has recommended that Tenant review any tax implications with a qualified attorney or tax specialist. Tenant acknowledges that the City has made no representation concerning Tenant's ability to avoid creation of a taxable interest under this Sublease.

## **Section 6. Personal Property Taxes**

During the Term, Tenant shall pay all taxes assessed against and levied upon fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises prior to delinquency, and when possible Tenant shall cause these fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of Landlord. If any of Tenant's fixtures, furnishings, equipment, and other personal property is assessed and taxed with Landlord's real property, Tenant shall pay to Landlord Tenant's share of the taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of the taxes applicable to Tenant's property.

## **Section 7. Parking and Common Areas**

### **(a) Tenant's Right to Common Areas and Parking Spaces**

Landlord agrees that the Common Areas of the Master Leased Premises and the Parking Spaces shall be available for the nonexclusive use of Tenant during the full Term of this Sublease and any extension of the Term, subject to the Master Lease. This Sublease shall be subordinate to the Master Lease or any subsequently placed agreement upon the Master Lease Premises.

### **(b) Tenant's Responsibility for Common Area Costs**

Tenant shall be responsible for a pro rata share of the Common Area Costs assessed to the Landlord under the Master Lease. The Tenant shall be charged and prorated in the manner set forth in Section 7(c).

### **(c) Tenant's Pro Rata Share Calculation**

Landlord shall send Tenant an itemized statement, setting forth in reasonable detail the computation of Tenant's pro rata share of the Common Area Costs on a monthly basis, and Tenant agrees to pay Landlord Tenant's pro rata share of these costs within ten (10) days after receipt of the statement. Tenant's pro rata share shall be determined by the ratio that the gross floor area of the Premises bears to the gross square feet of floor area of Master Leased Premises multiplied by the Common Area Costs assessed to the Landlord under the Master Lease. Any expenses for the year in which this Sublease commences or ends shall be apportioned and adjusted based upon the number of months or portions of months in which Tenant occupies the Premises. Landlord may, at Landlord's option, estimate the amount of the Common Area Costs next due and collect and impound from Tenant, on a monthly or quarterly basis, the amount of Tenant's pro rata share.

### **(d) Rules and Regulations**

Tenant, in the use of the Common Areas and Parking Spaces, agrees to comply with the Master Lease, and all reasonable rules and regulations as Landlord and/or the Master Lessor may adopt from time to time for the orderly and proper operation of the Common Area and Parking Spaces.

## **Section 8. Uses Prohibited**

Tenant shall not use, nor permit the Premises, nor any part of the Premises, to be used for any purpose other than the purpose set forth in Section 2. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the Property (once this rate is established), or cause a cancellation of any insurance policy covering the Property or any part of the Property, nor shall Tenant sell or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by standard form of fire insurance policies. Tenant shall, at Tenant's sole cost, comply with all requirements pertaining to the use of the Premises, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance, covering the building and appurtenances.

## **Section 9. Alterations**

### **(a) Landlord Consent Required for Alterations**

Tenant shall not make or suffer to be made, any alterations of the Premises, or any part of the Premises, without the prior written consent of Landlord.

### **(b) Improvements Become Property of Landlord**

Any additions to, alterations, or improvements to the Premises by Tenant including, but not limited to, light fixtures, floor coverings and partitions and other items, but excluding trade fixtures and signs, shall be deemed to be the property of Landlord upon installation.

### **(c) Requirements**

Tenant, at its cost, shall obtain all required governmental permits and approvals for all alterations, copies of which shall be delivered to Landlord prior to the commencement of the applicable alterations, and all such alterations (structural and non-structural) shall be performed strictly in accordance with all applicable laws, ordinances, rules or regulations of any public authority. All alterations shall be performed in a good and workmanlike manner. All alterations shall be diligently prosecuted to completion. Construction work in connection with any alterations shall be performed in such manner as not to obstruct the access to the Landlord's Premises or otherwise interfere with the operation of business or occupancy by any other occupant of the Landlord's Premises and the Master Lease Premises.

## **Section 10. Maintenance and Repair**

### **(a) Landlord's Maintenance Responsibilities**

Unless otherwise expressly provided in this Sublease, and to the extent required by the Master Lease, Landlord shall maintain in good order, condition and repair the structural components and foundations, and exterior surfaces of the exterior walls of the Premises, including the storefronts and storefront awnings of the Premises and all Common Areas; provided, however, if any repairs or replacements are necessitated by the negligence or willful acts of Tenant or anyone claiming under Tenant or by reason of Tenant's failure to observe or perform any conditions or agreements contained in this Sublease, or caused by alterations, additions or improvements made by Tenant or anyone claiming under Tenant, the cost of same shall be the sole responsibility of Tenant. Notwithstanding the above, Tenant shall be responsible for cleaning the exterior surfaces of the doors, door-frames, door checks, windows, and window frames of the Premises. It is acknowledged by Tenant that the cost of Landlord's maintenance obligations referenced in the preceding sentence shall be included in the Common Area Costs and assessed to the Tenant pursuant to Section 7(c).

**(b) Tenant's Maintenance Responsibilities**

Tenant, at its sole cost and expense, shall keep the Premises and all utility facilities and systems exclusively serving the Premises ("Tenant Utility Facilities") in first class order, condition and repair and shall make replacements necessary to keep the Premises and Tenant Utility Facilities in such condition. All replacements shall be of a quality equal to or exceeding that of the original. Tenant acknowledges that Tenant is leasing the Premises on an "as is" basis. By entering into the Premises, Tenant shall be deemed to have accepted the Premises as being in good and sanitary order, condition, and repair, and Tenant agrees on the last day of the Term or on sooner termination of this Sublease to surrender the Premises with appurtenances, in the same condition as when received, reasonable use and wear and damage by fire, act of God, or by the elements excepted. Tenant shall regularly sweep and clean the sidewalks adjacent to the Premises, as needed, and shall be responsible for keeping the Premises' trash enclosure free of debris.

**(c) Tenant's Special Maintenance Obligations**

Tenant's Special Maintenance Obligations, if any, are described below in Section 10 (d).

**(d) Special Maintenance Obligations**

If the use of all or any part of the Premises includes operation of a restaurant or a food service facility pursuant to this Lease, Tenant shall, at its sole cost and expense, in addition to the maintenance obligations set forth in Section 10 (b) be responsible for maintenance and repair of any grease-trap, roof exhaust or similar device serving the Premises (including, without limitation, pumping out of waste product therefrom) on at least a quarterly basis (or more frequently as reasonably required) and, upon Landlord's request, provide Landlord with reasonable evidence of Tenant's compliance with the requirements hereof by maintenance of a service contract therefor or otherwise; (b) be responsible for maintenance and repair of any ventilation and/or exhaust system serving the Premises on at least a quarterly basis (or more frequently as reasonably required); provided however, Landlord may, at its option, elect to provide or contract for such service itself, bill Tenant for the cost of same and the sum so billed to Tenant shall become immediately due to Landlord as Additional Rent; (c) be responsible for promptly cleaning any spills or waste in the Project occasioned by off-premises consumption of food items, if any, that are sold by Tenant or any of the Tenant Parties; (d) if found by Landlord to be necessary and related to the use of the Premises by Tenant or any of the Tenant Parties, steam clean all sidewalk areas on the Premises and within ten (10) feet of the Premises as necessary, but not less than once each month, to remove all food particles, grease and residue; and within fifteen (15) days after the Commencement Date, Tenant shall give Landlord written notice of Tenant's steam cleaning schedule and shall promptly notify Landlord in writing of any changes to such schedule; provided however, Landlord may, at its option, elect to provide or contract for such service itself, bill Tenant for the cost of same and the sum so billed to Tenant shall become immediately due to Landlord as Additional Rent; (e) scrub and wash all tables, chairs, dividers, fixtures and furnishings used by it with an approved detergent-disinfectant type of solvent to prevent build-up from food spills, dusts, dirt and other substances; (f) if found by Landlord to be necessary, install and operate mechanical, chemical or electrical insect traps, approved by Landlord in writing as to location and type, to

eliminate all insects, gnats and flies from the Premises; (g) cause the trash containers located within the Premises to be emptied on a regular basis, prior to their overflowing, substitute a replacement container during the time period when the containers are being emptied and keep and maintain all containers in a clean and attractive condition and appearance at all times; (h) utilize dumpsters or other disposal facilities for the disposal of garbage and waste products; (i) cause signs (approved in advance by Landlord in writing) to be posted requesting patrons, invitees and employees of Tenant to deposit waste in trash containers; and (j) cause its exterior trash containers and dumpsters to be emptied daily, unless Tenant, at its expense, provides refrigerated storage of trash. In addition, if the Premises includes, or Landlord otherwise permits Tenant's use of, any exterior areas, Tenant may (at Tenant's sole risk and cost) provide for and arrange in such exterior area tables, chairs, umbrellas, waste receptacles and other customary items, the number, design, color and location of which shall be subject to the prior approval of Landlord, provided that such exterior area use shall in no event adversely affect pedestrian or vehicular traffic in other portions of the Common Area. If such exterior area is a part of the Premises, such exterior area shall be maintained and repaired by Tenant as a part of the Premises. If such exterior area is a part of the Common Area, so long as Tenant shall so use such exterior area, Landlord shall not be responsible for the maintenance or repair of such exterior area (notwithstanding that such exterior area is a part of the Common Area), and Tenant shall maintain such exterior area in a clean and attractive manner at its sole cost, including, without limitation, the following: (i) Tenant shall daily clean and wash the exterior area and the furnishings in the exterior area with a detergent-disinfectant type of solvent to maintain the same in neat and clean condition, free from build up from food spills, dusts, dirt and other substances; (ii) Tenant shall cause trash containers serving the exterior area to be emptied on a daily basis, (iii) Tenant shall cause professionally prepared signs (approved in advance by Landlord) to be posted requesting patrons, invitees and employees of Tenant to deposit waste in trash containers serving the exterior area, (iv) Tenant shall cause tables in the exterior area to be continuously bused and wiped clean of spills during Tenant's hours of operation, and (v) Tenant shall maintain the Common Area in the immediate vicinity of the exterior area free of any debris from the use of the exterior area.

#### Rooftop Equipment.

Subject to the provisions of this Section and the other provisions of this Lease respecting Alterations by Tenant, but at no additional rental cost to Tenant, Tenant shall have the non-exclusive right during the Term, at Tenant's sole cost and expense, to install within an area on the roof of the Building reasonably designated by Landlord, HVAC and related equipment and exhaust venting systems to service the Premises (collectively, the "Rooftop Equipment"), which Rooftop Equipment shall include, without limitation, the related vertical and horizontal utility lines and conduits ("Rooftop Equipment Lines") from the Building roof to the Premises, which are compatible with the Building structure and/or mechanical and utility systems, which Rooftop Equipment shall be of such size, weight and quantity, and at such location as is reasonably approved by Landlord and Landlord's structural engineer. Tenant shall reimburse Landlord for the reasonable fees of Landlord's structural engineer incurred in evaluating Tenant's plans for installation of the Rooftop Equipment and any modifications thereto, within thirty (30) days following submission by Landlord to Tenant of invoices therefor. Tenant's Rooftop Equipment shall not take up more than a pro rata amount of the roof space available for rooftop equipment, based upon the proportion of area within the Building leased by Tenant, unless otherwise approved by Landlord.

The installation, maintenance, repair, operation and removal (as hereinafter provided) of such Rooftop Equipment shall be completed in a good and workmanlike manner so as not void any existing roof warranty and in conformity with (i) plans and specifications therefor (the "Rooftop Equipment Plans") showing matters including, without limitation, equipment size, location, weight and composition, and Tenant's plan for assembly, installation, maintenance and removal of such equipment, which Rooftop Equipment Plans shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed, and (ii) all applicable laws, including, without limitation, Tenant's obtaining and keeping in force any necessary governmental permits or approvals for the operation of such Rooftop Equipment. At Landlord's option, all work of installation, maintenance, repair and other work affecting the roof in connection with the Rooftop Equipment shall be performed, at Tenant's sole cost and expense, by Landlord or by Landlord's designated roof contractor. Tenant shall, at its sole cost and expense, install screening of such Rooftop Equipment to prevent visibility from the street level, as Landlord may reasonably require, and any other screening of such Rooftop Equipment as may be required by applicable laws. Tenant shall not be permitted to access the roof except when previously scheduled with Landlord or upon receipt of prior written approval from Landlord (which approval shall not be unreasonably withheld or delayed).

Tenant shall be solely responsible for any liability, cost, claim, expense (including, without limitation, attorneys' fees) and/or damage to the Building and/or the Project resulting from Tenant's installation, maintenance, operation, use, presence or removal of such Rooftop Equipment. Tenant shall, at all times during the Term, pay to Landlord within thirty (30) days following demand therefor accompanied by reasonable evidence of such charges, all increased insurance premiums or other charges which may be incurred by or charged to Landlord as a result of the installation, operation, maintenance and/or removal of the Rooftop Equipment. Tenant shall pay all costs and expenses of operation of the Rooftop Equipment, including, without limitation, any necessary utility services therefor. Tenant shall be entirely responsible for all maintenance of and repairs to the Rooftop Equipment so that at all times the Rooftop Equipment is in good condition and repair. Tenant shall maintain such insurance upon the Rooftop Equipment as Tenant is obligated to maintain with respect to the Premises pursuant to this Lease. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord) and hold harmless Landlord from any and all claims, demands, liabilities, damages, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) which Landlord may suffer or incur arising out of or related to the installation, use, operation, maintenance, replacement and/or removal of the Rooftop Equipment or any portion thereof. Subject to the provisions of Section 14.6 below, Landlord shall be responsible for any damage to the Rooftop Equipment caused by Landlord, or any agent, contractor or employee of Landlord.

**(e) Repairs**

Landlord shall not be required to make any repairs as required by this Sublease unless Tenant has notified Landlord in writing of the need for repairs and Landlord shall have had a reasonable period of time to commence and complete the repairs and/or seek a repair by the Master Lessor. Tenant shall reimburse Landlord for Landlord's pro rata share of the replacement costs, repairs, and maintenance incurred by Landlord, the pro rata share to be determined according to the floor area of the Premises as it relates to the floor area of the Landlord's Premises. Tenant waives all right to

make repairs at the expense of Landlord, and Tenant waives all rights provided for by Civil Code § 1941 to make these repairs. Tenant is responsible for the Tenant's pro rata share of any repair costs assessed to the Landlord by the Master Lessor under the Master Lease. Tenant agrees to pay Landlord Tenant's pro rata share of any repair expenses within ten (10) days after receipt of a statement of repairs delivered by the Landlord to the Tenant.

**(f) Tenant Repairs**

If Tenant fails to commence a repair within the Tenant's responsibilities under subsection 10(b), above, within (10) days after written notice from Landlord of the need for such work (or if more than ten (10) days shall be required because of the nature of the work, if Tenant shall fail to diligently proceed to commence to perform after written notice), the Landlord may perform work to prevent waste or deterioration in connection with the Premises. If Landlord makes any repairs after notice is given provided in this subsection, Tenant shall pay the cost of such repairs to Landlord, within ten (10) days of receipt of a bill from Landlord.

**Section 11. Compliance with Law**

Tenant shall, at Tenant's sole cost, comply with all of the requirements of all municipal, state, and federal authorities now in force or that may later be in force pertaining to the use of the Premises, and shall faithfully observe in this use all municipal ordinances and state and federal statutes now in force or that shall later be in force. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other Tenant in the Master Leased Premises or the Landlord's Premises.

**Section 12. Tenant Improvements**

In addition to any other requirements in this Sublease, including, but not limited to Section 9 related to alterations, within twenty (20) business days after the execution of this Sublease, Tenant shall provide Landlord with a set of plans showing Tenant's proposed improvements to the Premises. Within five (5) business days after receipt of Tenant's plans, Landlord shall provide Tenant with written approval or disapproval of the improvements. Landlord shall post and record a notice of non-responsibility prior to the start of any improvements. Prior to the commencement of improvements by Tenant, Tenant shall either obtain a Performance and Completion Bond or obtain Unconditional Lien Releases from all persons performing labor or providing materials on or to the Premises. A copy of the bonds or lien releases, dated and with original signatures, shall be provided to Landlord prior to commencement of work.

Landlord will provide a Tenant Improvement allowance of one hundred thousand dollars (\$100,000). Twenty five thousand dollars (\$25,000) within 30 days of lease signing. The remaining balance will be paid in twenty five thousand (\$25,000) increments as tenant provides proof of twenty five thousand (\$25,000) in tenant improvement related expenditures.

### **Section 13. Tenant's Insurance; Indemnification of Landlord**

#### **(a) Tenant's Insurance Requirements**

Tenant, at its sole cost and expense, commencing on the earlier of the date of Substantial Completion of the Premises, or the date Tenant is given earlier access to the Premises, and continuing during the Term, shall procure, pay for and keep in full force and effect the following types of insurance, in at least the amounts and in the forms specified below:

(1) Commercial general liability insurance with coverage limits of not less than One Million Dollars (\$2,000,000.00) combined single limit per occurrence and Two Million Dollars (\$4,000,000.00) aggregate for bodily injury, personal injury, death and property damage liability or the limit carried by Tenant, whichever is greater, insuring against any and all liability of the insureds with respect to the Premises or arising out of the maintenance, use or occupancy of the Premises or related to the exercise of any rights of Tenant pursuant to this Lease, subject to increases, not more frequently than once every five (5) years, in amount as Landlord may reasonably require from time to time to insure that the insurance maintained by Tenant hereunder is in amounts consistent with prudent practice in the comparable shopping center industry. All such liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property set forth in Section 14.6 to the extent of customary contractual liability coverage (but Tenant's indemnity obligations under this Lease shall not be limited by the extent of insurance coverage). Further, all such liability insurance shall include, but not be limited to, personal injury, blanket contractual, cross-liability and severability of interest clauses, broad form property damage, independent contractors, owned, non-owned and hired vehicles and, if alcoholic beverages are served, sold, consumed or obtained in the Premises, liquor law liability.

(2) Worker's compensation coverage in an amount adequate to comply with law, and employer's liability coverage with a limit of not less than One Million Dollars (\$1,000,000.00).

(3) Plate glass insurance covering all plate glass on the Premises at full replacement value. Tenant shall have the option either to insure this risk or to self-insure.

(4) Insurance covering all of Tenant's Work, Tenant's leasehold improvements and Alterations and the Rooftop Equipment, in an amount not less than their full replacement value from time to time (subject to commercially reasonable deductible or self-insured amounts), including replacement cost endorsement, providing protection against any peril included within the classification Fire and Extended Coverage, sprinkler damage, vandalism, malicious mischief, and such other additional perils as covered in an "all risks" standard insurance policy and, at Landlord's option earthquake insurance coverage. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate.

**(b) Policy Form**

All policies of insurance required of Tenant shall meet all of the requirements of Section 14.2 of the Master Lease, including as those requirements may be modified from time to time by the parties to the Master Lease. Without limitation to any requirement provided above, the Tenant shall provide the Landlord with certificates of insurance and a copy of the endorsements evidencing the required coverage and the naming of the Landlord, the Master Lessor, the "Master Lessor" as identified in the Master Lease, and all other required parties as additional insureds as required by Section 14.2 of the Master Lease. Additionally, the Tenant, upon reasonable notice of the Landlord, shall make available for inspection by the Landlord at the Premises copies of said insurance policies.

**(c) Reimbursement of Insurance Premiums by Tenant**

Tenant agrees to pay Tenant's pro rata share of any insurance premium cost or insurance deductibles or self-insurance retentions assessed to Landlord by the Master Lessor pursuant to Section 14.4 of the Master Lease. The cost of such insurance for any partial year of the Term shall be prorated. Tenant's pro rata share shall be determined based upon the ratio of the floor area of the Premises over the gross square footage of floor area of the Landlord's Premises multiplied against the total insurance cost or assessment issued to the Landlord. The tenant shall pay its costs within fifteen (15) days of notice of its pro rata share. Landlord may, at Landlord's option, estimate the amount of Tenant's pro rata share of insurance premiums and assessments next due and collect and impound from Tenant, on a monthly or quarterly basis, the amount of Tenant's pro rata share.

**(d) Indemnity**

"Landlord" for the purposes of this Section 13 shall mean and include Landlord and Landlord's officers, employees, agents, contractors, and licensees. To the fullest extent permitted by law, Tenant covenants with Landlord that Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to equipment or other personal property, trade fixtures and leasehold improvements of Tenant or any other person occurring from and after Tenant takes possession from any cause whatsoever related to the use, occupancy or enjoyment of the Premises by Tenant or any person thereon or holding under Tenant including, but not limited to, damages resulting from any labor dispute.

Tenant shall pay for, defend (with an attorney approved by Landlord), indemnify, and hold Landlord harmless against and from any real or alleged damage or injury and from all actions, suits, claims, judgments, damages, liabilities, costs, losses, penalties, obligations, errors, omissions or liabilities and expenses, including attorney's fees and costs, arising out of or connected with the use of the Premises and its facilities, or any repairs, alterations or improvements, which may be made or caused to be made upon the Premises by Tenant, any subtenant of Tenant or any of their respective employees, agents, contractors, invitees or visitors (collectively, the "**Tenant Parties**"), any breach of this Sublease by Tenant and any loss or interruption of business or loss of rental income resulting from any of the foregoing. The obligations to indemnify set forth in this Section shall include all attorneys' fees, litigation costs, investigation costs and court costs and all other

costs, expenses and liabilities incurred by the indemnified party from the first notice that any claim or demand is to be made or may be made. All indemnity obligations under this Section shall survive the expiration or termination of this Lease. Tenant shall promptly pay any judgment rendered against the Landlord for any such claim or liability.

**(e) Waiver of Subrogation**

Landlord and Tenant each waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises or its contents, or to other portions of the Landlord's Premises or the Master Lease Premises arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this Lease. The insurance policies obtained by Landlord and Tenant pursuant to this Lease shall contain endorsements waiving any right of subrogation, which the insurer may otherwise have against the noninsuring party. The Landlord's waiver of subrogation is only effective to the extent the Tenant maintains insurance pursuant to this Section 13.

**(f) Failure by Tenant to Maintain Insurance**

If Tenant refuses or neglects to secure and maintain insurance policies complying with the provisions of this Section 13, or to provide copies of policies or certificates or copies of renewal policies or certificates within the time provided in Subsection 13(b) and the same is not cured within five (5) days following Tenant's receipt of written notice thereof from Landlord, then Landlord may, after providing written notice to Tenant of its intention to do so, secure the appropriate insurance policies and Tenant shall pay, upon thirty (30) days following demand, the cost of the insurance policies to the Landlord.

**Section 14. Free From Liens**

Tenant shall not permit any mechanic's, materialman's, contractor's, subcontractor's or other lien arising from any work or improvement, for any labor done, services performed, or materials, appliances, transportation, or power used or furnished, however it may arise, to stand against the Premises or any improvement thereon. If any such lien shall be filed or arise against the Premises or improvements, Tenant (i) shall immediately notify the Landlord in writing, and (ii) shall cause the same to be discharged within forty-five (45) days after such filing, by payment, deposit, or bond and shall save and hold the Landlord and the Premises and the Landlord's Premises free and harmless from any and all such claims, liens, or suits. If an action to foreclose such lien has been filed before Tenant discharges in full such lien, and a lis pendens or, similar encumbrance on the Premises has been recorded in connection with such action, Tenant shall, at the time it discharges such lien, take all measures necessary to procure the removal of such encumbrance from the record title of the Premises. If Tenant shall fail to discharge any such lien, the Landlord may, but shall not be obligated to, discharge the same and any amount so paid or deposited by the Landlord and any expenses so incurred by the Landlord, including reasonable attorney's fees, shall become immediately due and payable by Tenant to Landlord together with interest as provided hereunder. Tenant may in good faith and at Tenant's own expense contest the validity of any such asserted lien, claim or demand, provided Tenant has furnished a required bond, any amendment thereof or any law of similar import hereafter enacted providing for a bond freeing a premise from such lien

claim. Tenant shall give Landlord at least ten (10) days' written notice of the date of commencement of any construction, alteration, addition, or improvement or repair costing in excess of Ten Thousand Dollars (\$10,000.00) so that Agency may post appropriate Notices of Non-responsibility. Authorized agents of the Landlord shall at all times have the right to go upon the Premises to post, and keep posted thereon, Notices of Non-responsibility provided by Section 8222 of the California Civil Code. No mechanic's or materialman's liens or mortgages, deeds of trust, or other liens of any character whatsoever created or suffered by Tenant shall in any way or to any extent affect the interests or rights of Landlord or Master Lessor in the improvements on the Premises or attach to or affect Landlord's or Master Lessor's rights in the Premises.

### **Section 15. Abandonment**

Tenant shall not vacate or abandon the Premises at any time during the Term; and if Tenant shall abandon, vacate, or surrender the Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed abandoned.

### **Section 16. Signs**

Tenant shall not allow to be affixed upon the exterior of the Premises any sign, advertising placard, name, insignia, trademark, descriptive material or other like item (collectively, the "Exterior Signs"), unless the Exterior Signs (i) comply with all governmental requirements, and (ii) are approved by Landlord. All of the Exterior Signs shall be erected by Tenant at its sole cost and expense, and Tenant shall maintain all of its Exterior Signs in good condition and repair during the Term. Tenant shall not allow any signage or advertising placard except those which shall have been approved in writing, in advance by Landlord, to be affixed or maintained upon the glass panes or supports of the show windows or doors. All signage shall be professionally prepared and maintained in a neat manner, shall comply with all applicable laws, ordinances and regulations.

### **Section 17. Utilities**

Tenant shall pay before delinquency all charges for water, gas, heat, electricity, power, telephone service, and all other services of utilities used in, upon, or about the Leased Premises by Tenant or any of Tenant's subtenants, licensees, or concessionaires during the Term. If any utility is not separately metered, Tenant shall reimburse Landlord for Tenant's pro rata share of the cost of the utility determined according to the floor area of the Premises as it relates to the total gross leasable floor area of the Landlord's Premises. If the Landlord is assessed utility costs pursuant to Article 9 of the Master Lease, the Tenant shall pay a pro rata share of that assessment. The Tenant's pro rata share of utilities for any partial year of the Term shall be prorated. The tenant shall pay its costs within fifteen (15) days of notice of its pro rata share. Landlord may, at Landlord's option, estimate the amount of Tenant's pro rata share of utility costs and assessments next due and collect and impound from Tenant, on a monthly or quarterly basis, the amount of Tenant's pro rata share as set forth in Subsection 30(i).

### **Section 18. Entry**

Subject to reasonable prior notice to Tenant, Tenant shall permit Landlord and Landlord's agents and the Master Lessor and the Master Lessor's agents to enter into and upon the Premises at all reasonable times to inspect them or to maintain the building in which the Premises are situated, or for making repairs, alterations, or additions to any other portion of the building, including the erection and maintenance of scaffolding, canopy, fences, and props as may be required, or for posting notices of nonliability for alterations, additions, or repairs, or for placing any usual or ordinary "For Sale" or "For Lease" signs upon the property in which the premises are located. Landlord and the Master Lessor shall be permitted to do any of these actions without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises they might cause. Tenant shall permit Landlord, at any time within thirty (30) days prior to the expiration of this Lease, to place upon the Premises any usual or ordinary "For Lease" signs, and during the thirty (30) day period Landlord or Landlord's agents may, during normal business hours, enter upon the Premises and exhibit them to prospective Tenants.

### **Section 19. Damage and Destruction**

#### **(a) Master Lessor Elects to Repair**

In the event of partial or complete damage and destruction of the Premises, the Landlord's Premises or the Master Leased Premises, wherein the Master Lessor has elected to repair and restore the damaged or destroyed premises and the Landlord has not otherwise elected to terminate the Lease pursuant to Article 15 of the Master Lease, the Tenant shall be required to repair and restore any damage to Tenant's improvements as soon as the premises are made available.

#### **(b) Termination of Master Lease**

If either the Landlord or the Master Lessor has elected to terminate the Lease pursuant to Article 15 of the Master Lease, the Sublease shall be terminated effective upon the effective termination date of the Master Lease and the parties shall have no further obligations hereunder, except for those accrued but unpaid as of the termination date, and for insurance and indemnity obligations, or any other requirement that expressly survives termination of the Sublease.

#### **(c) Abatement of Rent**

Rent will be abated to the extent that Tenant is prevented from occupying the Premises, unless the damage or destruction was caused by the Tenant and/or the Tenant's agents, employees, or contractors and the Landlord is not otherwise receiving any loss of rental income insurance.

#### **(d) No Liability for Loss of Use**

Other than rent abatement provided in subsection (c), Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, the Landlord's Premises or the Master Leased Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

## **Section 20. Assignment and Subletting**

Tenant shall not assign this Sublease, or any interest in this Sublease, and shall not sublet the Premises or any part of them, or any right or privilege appurtenant to them, or permit any other person other than the agents and servants of Tenant to occupy or use the Premises without the prior written consent of the Landlord.

An assignment as used in this section shall include any sale, transfer, lease, assignment, hypothecation or encumbrance of the Premises and the transfer to any person or group of persons acting in concert of more than fifty percent (50%) of the present ownership and/or control of Tenant in the aggregate, taking all transfers into account on a cumulative basis. In the event the Tenant or its successor is a corporation or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of the Tenant, or the beneficial interests of such trust; in the event that Tenant is a limited or general partnership, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the ownership and/or control of any such joint venture partner, taking all transfers into account on a cumulative basis.

## **Section 21. Tenant's Default**

### **(a) Event of Default**

Each of the following shall constitute an event of default ("Event of Default") under this Lease:

- (i) if Tenant fails to make any payment required by the provisions of this Lease, when due;
- (ii) if Tenant fails within thirty (30) days after written notice to correct any breach or default of the other covenants, terms, or conditions of this Lease;
- (iii) if Tenant abandons the Premises before the end of the Term. Abandonment will be deemed to occur fourteen (14) days after the Landlord gives notice required in Civil Code § 1951.3;
- (iv) if Tenant makes any assignment or sublet of the Premises without the consent of the Landlord, including for the benefit of creditors to avoid bankruptcy;
- (v) if the Tenant files a voluntary petition in bankruptcy or the adjudication of the Tenant as a bankrupt;
- (vi) if a receiver is appointed to take possession of all or substantially all of the assets of the Tenant located at the Premises or of the Tenant's leasehold interest in the Premises;

- (vii) the filing of any creditor of the Tenant of an involuntary petition in bankruptcy which is not dismissed within sixty (60) days after filing;
- (viii) the attachment, execution or other judicial seizure of all or substantially all of the assets of the Tenant or the Tenant's leasehold interest where such an attachment, execution or seizure is not discharged within sixty (60) days.

**(b) Landlord's Rights Upon Default**

Upon the occurrence of an Event of Default, Landlord shall have the right at any time afterwards to elect to terminate the Sublease and Tenant's right to possession under the Lease. Upon this termination, Landlord shall have the right to recover against Tenant:

- (i) The worth at the time of award of the unpaid rent that had been earned at the time of termination;
- (ii) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of this rental loss that Tenant proves could have been reasonably avoided;
- (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of this rental loss that Tenant proves could be reasonably avoided; and
- (iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under the Sublease or that in the ordinary course of things would be likely to result.

The "worth at the time of award" of the amounts referred to in the previous subsections shall be computed by allowing interest at ten percent (10%) per annum.

**(c) Landlord's Mitigation is Not Waiver**

Any actions or efforts the Landlord may make to mitigate the damages caused by Tenant's breach of this Sublease shall not constitute a waiver of Landlord's right to recover damages against Tenant, nor shall anything contained in this Sublease affect Landlord's right to indemnification against Tenant for any liability arising prior to the termination of this Sublease for personal injuries or property damage, and Tenant agrees to indemnify and hold Landlord harmless from any injuries and damages, including all reasonable attorney's fees and costs incurred by Landlord in defending any action brought against Landlord for any recovery, and in enforcing the terms and provisions of this indemnification against Tenant.

**(d) Assignment of Profits; Right to Enter and Take Possession**

As security for the performance by Tenant of all duties and obligations under the Sublease, Tenant assigns to Landlord the right, power, and authority, during the continuance of this Sublease, to collect the rents, issues, and profits of the Premises, reserving to Tenant the right, prior to any breach or default by Tenant under this Sublease, to collect and retain the rents, (solely in the case of a sublease previously approved by Landlord) issues, and profits, from the operation of Tenant's approved business use, as they become due and payable, and so long as payments to Landlord are also kept current.

Upon any breach or default, Landlord shall have the right at any time afterward, without notice except as provided for previously, either in person, by agent, or by a receiver to be appointed by a court, enter and take possession of the Premises and collect rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any secured indebtedness, and in an order as Landlord may determine.

**(e) Landlord's Acts of Maintenance/Preservation Not Termination**

The parties agree that acts of maintenance or preservation or efforts to resublease the premises, or the appointment of a receiver upon the initiative of Landlord to protect interests under this Sublease shall not constitute a termination of Tenant's right of possession for the purposes of this section unless accompanied by a written notice from Landlord to Tenant of Landlord's election to so terminate.

**(f) Default for Untrue or Inaccurate Statements of Tenant's Financial Condition.**

Tenant acknowledges that Landlord has executed this Sublease in reliance on the financial information furnished by Tenant to Landlord as to Tenant's financial condition. If it is determined at any time subsequent to the date of this Sublease that any of the financial information furnished by Tenant is substantially untrue or inaccurate, Tenant shall be deemed to be in default under this Lease, which default shall not be subject to cure, and which shall entitle Landlord to exercise all remedies reserved to Landlord under this Sublease or otherwise available to Landlord at law.

**Section 22. Operations; Landlord's Right to Recapture if Tenant Goes Dark**

Subject to the provisions of Sections 19, 22 and 31, Tenant shall continuously during the entire Term conduct Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted during the usual business hours of each business day as is customary for businesses of similar character in the city in which the Premises are located to be open for business; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued for causes beyond the reasonable control of Tenant, or closed for not more than three (3) days out of respect to the memory of any deceased officer or employee of Tenant, or a deceased relative. Tenant shall keep the Premises

adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct the business in accordance with sound business practices.

Notwithstanding the foregoing, if Tenant fails to continuously conduct and carry on its business in the entire Premises at any time before the expiration of the Term for more than 10 consecutive business days or 15 business days in any month (except for a Permitted Discontinuance, as defined below) then in any such event the Landlord may, at its option exercised by thirty (30) days written notice to Tenant, terminate the Sublease, and upon the termination date specified in the Landlord's notice, this Sublease shall terminate, Tenant shall vacate the Premises and surrender possession thereof to Landlord in the condition required under this Lease, and the parties shall have no further obligations hereunder, except for those accrued but unpaid as of the termination date, and for insurance and indemnity obligations, or any other requirement that expressly survives termination of the Sublease.

Permitted Discontinuances means any discontinuance occasioned by an event of force majeure, a temporary discontinuance as a result of permitted alterations, casualty damage, condemnation, or interruption of services as otherwise provided in this Sublease.

### **Section 23. Tenant's Performance**

If Tenant shall fail within any time limits that may be provided in this Sublease to complete any work or perform any other requirements to be performed by Tenant prior to the commencement of the Term, or if Tenant shall cause a delay in the completion of any work, Landlord may send Tenant written notice of this default and if this default is not corrected within ten (10) days afterwards, Landlord may, by written notice prior to the curing of this default, terminate this Sublease. Landlord shall be entitled to retain as liquidated damages all deposits made under this Sublease and those improvements as Tenant may have annexed to the realty that cannot be removed without damage.

### **Section 24. Landlord Transfer of Leasehold Interest**

If the Landlord effectively transfers their leasehold interest under the Master Lease, the Landlord shall be and is entirely relieved of all liability under this Sublease, and of all the covenants and obligations contained in or derived from this Sublease arising out of any act, occurrence, or omission occurring after the consummation of the sale; and the transferee of the Landlord's leasehold interest, shall be deemed to have assumed and agreed to carry out any of the covenants and obligations of the Landlord under this Sublease.

### **Section 25. Security Deposit [Reserved]**

### **Section 26. Holding Over**

Any holding over after the expiration of the Term, with the consent of Landlord, shall be construed to be a tenancy from month-to-month, cancellable upon thirty (30) days' written notice, and a rental and upon terms and conditions as existing during the last year of the Term. Any holding over after

the expiration of the Term, without the consent of Landlord, shall be construed to be a tenancy-at-will at a Monthly Rent of two hundred percent (200%) of the Monthly Rent as existing during the last year of the Term, but otherwise on the terms and conditions in this Sublease.

### **Section 27. Subordination; Termination of Master Lease**

#### **(a) Subordination.**

Upon written request of Landlord or Master Lessor, or their mortgagee, beneficiary of a deed of trust or a lessor (each, a "Lienholder"), Tenant will subordinate its rights pursuant to this Sublease in writing to the lien of any mortgage, deed of trust or the interest of any lease in which Landlord or the Master Lessor is the lessee (or, at Landlord's or Master Lessor's option, cause the lien of said mortgage, deed of trust or the interest of any lease in which Landlord or Master Lessor is the lessee to be subordinated to this Sublease) and to all advances made or hereafter to be made upon the security thereof.

#### **(b) Attornment.**

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord encumbering the Premises, or should a lease in which Landlord or Master Lessor is the lessee be terminated, Tenant shall attorn to the purchaser or lessor under such lease upon any foreclosure, sale or lease termination and recognize the purchaser or lessor as Landlord or Master Lessor under this Sublease. subject to the terms of the Master Lease, include.

#### **(c) Termination of Master Lease.**

This Sublease is subject to the rights of the Master Lessor under the Master Lease. In the event the Master Lease is terminated pursuant to Article 17 of the Master Lease, this Sublease may be terminated by the Master Lessor, and Landlord shall have no liability to Tenant for any damages resulting from such termination.

### **Section 28. Condemnation**

If a condemnation or a transfer in lieu thereof occurs on all or any portion of the Premises, Landlord or Tenant may, upon written notice given within thirty (30) days after the taking or transfer in lieu thereof, terminate this Sublease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however, have the right to claim and recover, only from the condemning authority, any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

## Section 29. Hazardous Materials

Section 22.3 of the Master Lease is incorporated herein in full and the parties expressly agree to its terms. Additionally, Tenant agrees in addition to all other provision in this Sublease to all of the following:

### (a) Hazardous Substances

Tenant represents and warrants that there exists no "Hazardous Materials" (as such term is herein defined) nor oil wells, underground storage tanks, or pipelines in, on, under, or about the Premises or Master Leased Premises. Tenant understands and agrees that in the event Tenant incurs any loss or liability concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines whether attributable to events occurring prior to or following the date this Sublease is executed, Tenant may look to the prior owners of the Premises or Master Leased Premises, but under no circumstances shall Tenant look to the Landlord for any liability or indemnification regarding Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines. Further, Tenant shall have the sole responsibility for complying with all Environmental Laws during the term of this Sublease.

### (b) Waiver of Environmental Cleanup Liability

Tenant hereby waives, releases, acquits and forever discharges the Landlord and its officers, officials, employees, and agents, and their respective heirs, successors, personal representatives and assigns, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Premises or the Master Leased Premises, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the date this Sublease was executed. It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of the Landlord, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of the Tenant, its successors, assigns or any affiliated entity of Tenant, arising by virtue of the physical or environmental condition of the Premises or Master Leased Premises, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, whether existing prior to, at or after the date this Sublease was executed, are by this release provision declared null and void and of no present or future force and effect as to the parties. In connection therewith, Tenant and each of the entities constituting Tenant, expressly agree to waive any and all rights which said party may have under Section 1542 of the California Civil Code which provides as follows:

*"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."*

Tenant Initials OS/AS

**(c) Indemnity.**

Tenant and each of the entities constituting Tenant, shall, defend, indemnify and hold harmless Landlord, and its respective officers, directors, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the physical and/or environmental conditions of the Premises or Master Leased Premises whether before or after the date this Sublease was executed or from the existence of any Hazardous Materials or the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Premises or Master Leased Premises occurring at any time whether before or after the date this Sublease was executed, including but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law. Tenant further agrees that in the event Tenant obtains, from former or present owners of the Premises or Master Leased Premises or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this Section, Tenant shall use its diligent efforts to obtain for Landlord the same releases, indemnities, and other comparable provisions.

**(d) Definitions.**

For purposes of this Section, the following terms shall have the following meanings:

"Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Premises or its operations and arising or alleged to arise under any Environmental Law.

"Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Premises, including the ground water thereunder, including, without limitation, (i) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (ii) any cost, expense, loss or damage incurred with respect to the Premises or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

"Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Premises to comply with all applicable Environmental Laws in effect.

"Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Premises is capable of such compliance.

"Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of byproducts, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

"Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivative product or by-product thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 1 of Title 22 of the California Code of Regulations, Division 4, Chapter 30; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. S 6901 et seq. (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

Notwithstanding any other provision of this Sublease, Tenant's release and indemnification as set forth in the provisions of this Section, as well as all provisions of this Section shall survive the termination of this Sublease and shall continue in perpetuity.

### **Section 30. Miscellaneous**

#### **(a) Attorney Fees**

If either Landlord or Tenant shall commence any legal proceedings against the other with respect to any of the terms and conditions of this Sublease the nonprevailing party shall pay to the other all expenses of the litigation, including reasonable attorney's fees as may be fixed by the court having jurisdiction over the matter.

#### **(b) Notices**

Formal notices, demands, and communications between Landlord and Tenant shall be sufficiently given if: (i) personally delivered; (ii) delivered by overnight courier (acknowledged by receipt); or (iii) dispatched by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below:

Agency: City of Perris CEDC  
101 N. D Street  
Perris, CA 92570  
Attention: Michael McDermott, COO

A copy to: Aleshire & Wynder, LLP  
3880 Lemon Street, Suite 520  
Riverside, CA 92501  
Attn: Eric L. Dunn

Tenant: Odir Smahi Silva and Abigail Silva DBA LA GARE CAFE  
1375 Deprad St  
Perris CA 92570

All notices shall be deemed to be received as of the earlier of actual receipt by the addressee thereof or the expiration of forty-eight (48) hours after depositing in the United States Postal System in the manner described in this Section.

#### **(c) Successors in Interest**

The covenants in this Sublease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties to this Sublease; and all of the parties to this Sublease shall be jointly and severally liable.

#### **(d) Force Majeure**

If either party shall be delayed or prevented from the performance of any act required under this Sublease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials,

restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated, performance of this act shall be excused for the period of the deal and the period for the performance of any act shall be extended for a period equivalent to the period of the delay; provided, however, nothing in this Section shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant except as may be provided elsewhere in this Lease.

**(e) Partial Invalidity**

If any term, covenant, condition, or provision of this Sublease is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the provisions of this Sublease shall remain in full force and shall in no way be affected, impaired, or invalidated.

**(f) Captions**

The various headings and numbers in this Sublease and the grouping of the provisions of this Sublease into separate sections and paragraphs are for the purpose of convenience only and shall not be considered a part of this Sublease.

**(g) Time**

Time is of the essence in this Sublease.

**(h) No Oral Agreements**

This Sublease includes in full each agreement of every kind between the parties concerning the Premises, and all preliminary negotiations and agreements of any kind or nature are merged in this Sublease, and there are no oral agreements or implied covenants made in connection with this Sublease.

**(i) Governing Law; Venue**

This Sublease shall be governed by and construed in accordance with the laws of the State of California. In the event of a dispute between the parties arising out of or related to this Sublease, legal actions shall be instituted in the Superior Court of the County of Riverside, State of California, in any other appropriate court in that county, or in the United States District Court for the Central District of California. Tenant agrees to submit to the personal jurisdiction of such court.

**(j) Non Discrimination.**

Tenants agrees by and for itself, its successors, assigns and for all persons claiming under or through it that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises nor shall the Tenant or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location,

number use or occupancy of invitees, employees, tenants, sublessees, subtenants, or vendees in, on or upon the Premises. Tenant acknowledges that this Sublease was made and accepted upon and subject to the provisions of this Section.

**(k) Due Execution.**

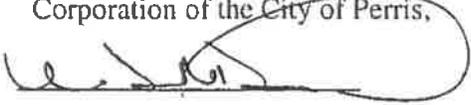
The person(s) executing this Sublease on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Sublease on behalf of said party, (iii) by so executing this Sublease, such party is formally bound to the provisions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

**(l) Counterparts**

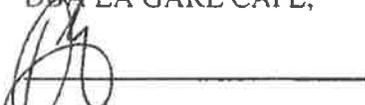
This Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Sublease on the day and year first above written.

LANDLORD: The Community Economic Development Corporation of the City of Perris,

By:   
Name: Michael J. McMillon  
Its: COO

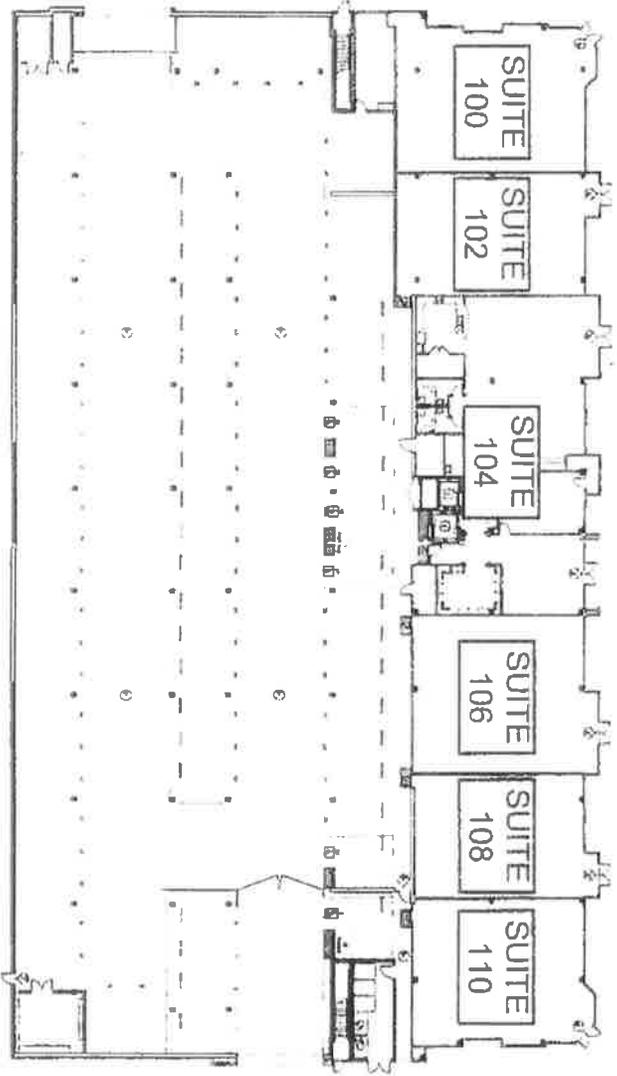
TENANT: Odir Smahi Silva and Abigail Silva a married couple;  
DBA LA GARE CAFÉ,

By:   
Name: Odir Silva  
Its: \_\_\_\_\_

By:   
Name: Abigail Silva  
Its: \_\_\_\_\_

EXHIBIT "A"

SITE PLAN



1ST FLOOR

CITY OF PEPPER  
BUILDINGS & SAFETY  
APPROVED  
Zia Sami  
DSI



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** Final Parcel Map 23-05182 (FPM 38292) – Final approval of Tentative Parcel Map No. 38292 to subdivide 49.17 acres into eight (8) lots for the Ramona Gateway (Deca) Project, located on the southerly side of Ramona Expressway between Nevada Road and Webster Avenue. Applicant: Josh Leite, Development Manager ECM Management.

**REQUESTED ACTION:** Approve the Subdivision Improvement Agreement (SIA) and sureties for Final Parcel Map No. 38292, as approved by the City Attorney, and authorize the City Manager to execute agreements; and

Approve Final Parcel Map No. 38292 and authorize the Mayor to sign the subdivision map.

**CONTACT:** Kenneth Phung, Director of Development Services

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

On March 14, 2023, the City Council approved the Ramona Gateway (Deca) Project and related Specific Plan Amendment (SPA) 21-05218, Tentative Parcel Map 21-05219 (TPM-38292), Conditional Use Permit (CUP) 21-05216, Development Plan Review (DPR) 21-00013, and Development Agreement (DA) 22-05297 to facilitate the construction of a 950,224 square-foot industrial warehouse facility with related parking and landscaping on a single-parcel consisting of 42.22 acres, and a 37,215 square foot commercial development consisting of a convenience store, vehicle fuel station and car wash, five (5) drive thru restaurants, and a multi-tenant retail building with related parking and landscaping on seven (7) parcels totaling 6.95 acres. The project site is located on the southerly side of Ramona Expressway between Nevada Road and Webster Avenue in the Light Industrial (LI) and Commercial (C) Zones of the Perris Valley Commerce Center Specific Plan (PVCCSP).

The applicant is now requesting approval of Final Parcel Map No. 38292 to create the eight (8) parcels, previously approved by the City Council. The developer has entered into a Subdivision Improvement Agreement with the City to guarantee the construction of the required improvements. Rough grading permits have been issued for the commercial component of the project and the industrial warehouse facility. Approval of the Final Parcel Map will allow construction of the Ramona Gateway Project to commence this year.

The Final Parcel Map No 38292 complies with the provisions of the Subdivision Map Act, applicable provisions of the Municipal Code, and is substantially consistent with the Tentative Parcel Map approved by the City Council on March 14, 2023. Furthermore, Development Services, Engineering,

and Community Services Departments have determined the applicant has satisfied all conditions of approval required for Final Parcel Map approval and recordation. Therefore, staff recommends the Final Parcel Map be accepted and approved pursuant to Section 18.20 (Final Map Requirements) of the Perris Municipal Code.

**RECOMMENDATION:**

That the City Council approve Final Parcel Map 23-05182 (FPM 38292), as all Planning and Engineering conditions of approval have been satisfied, and City Department clearances have been obtained.

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**BUDGET (or FISCAL) IMPACT:** The cost for processing of this application is borne by the applicant.

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

**REVIEWED BY:**

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

Attachments:

1. Vicinity Map
2. Subdivision Improvement Agreement for Final Parcel Map No. 38292  
*Due to the size of the file, the document is available online at:*  
[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206_1313_479)
3. Final Parcel Map No. 38292
4. Conditions of Approval (Planning, Engineering, Public Works, Community Services, and Building & Safety)
5. Approved Site Plan and Building Elevations
6. City Council Agenda Submittal Report without Exhibits – March 14, 2023

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

# **ATTACHMENT 1**

## Vicinity Map



## ATTACHMENT 2

Subdivision Improvement Agreement for Final  
Parcel Map No. 38292

*Due to the size of the file, the document is  
available online at:*

[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206_1313_479)

# **ATTACHMENT 3**

Final Parcel Map No. 38292

8 NUMBERED PARCELS  
3 LETTERED LOTS  
GROSS AREA = 50.584 ACRES  
NET AREA = 48.054 ACRES

# IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 38292

SHEET 1 OF 5 SHEETS

BEING A SUBDIVISION OF PARCEL "I" OF LOT LINE ADJUSTMENT NO. 21-05226, RECORDED MAY 15, 2023 AS INSTRUMENT NO. 2023-0138039 OF OFFICIAL RECORDS AND PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO. 1944 RECORDED APRIL 30, 1984 AS INSTRUMENT NO. 90090 OF OFFICIAL RECORDS, PORTIONS OF LOT 20 AND 22 OF PERRY'S RE-SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 45 OF MAPS; TOGETHER WITH LOT 1 IN BLOCK 9 OF VAL VERDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 6 OF MAPS, LYING WITHIN SECTION 12, TOWNSHIP 4 SOUTH, RANGE 4 WEST, S 8 M CARLOS UREÑA AUGUST 2023 PLS 8234

### RECORDER'S STATEMENT:

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M IN BOOK \_\_\_\_\_ OF PARCEL MAPS, AT PAGES \_\_\_\_\_ AT THE REQUEST OF THE CITY CLERK OF THE CITY OF PERRIS NO. \_\_\_\_\_ FILE \_\_\_\_\_ FILED ALMA ARSEZOTI - COUNTY CLERK - RECORDER (BY) \_\_\_\_\_ DEPUTY SUBMISSION NUMBER: \_\_\_\_\_

### OWNERS' STATEMENT

WE HEREBY STATE THAT WE AND THE OWNERS OF THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "A", LOT "B", AND LOT "C". THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "A" (RAMONA EXPRESSWAY), LOT "B" (WEBSTER AVENUE), AND LOT "C" (NEVADA AVENUE), THE OWNERS OF PARCELS 1 THROUGH 8, INCLUSIVE, ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING TWO THIRTY-FOOT ACCESS OPENINGS, ONE EACH FOR PARCELS 1 AND 7 AS SHOWN HEREON, ALSO EXCEPTING TWO ADJACENT THIRTY-FOOT ACCESS OPENINGS, ONE EACH FOR PARCELS 4 AND 5 AS SHOWN HEREON, ALSO EXCEPTING ONE FIVE FOOT ACCESS OPENING FOR PARCEL 6 AND ONE THIRTEEN-FOOT ACCESS OPENING FOR PARCEL 7 AS SHOWN HEREON, ALSO EXCEPTING TWO FORTY-FOOT AND TWO FIFTY-FOOT ACCESS OPENINGS FOR PARCEL 8 AS SHOWN HEREON. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LANDSCAPING AND MAINTENANCE EASEMENTS LYING WITHIN PARCELS 1, 7 AND 8. THE DEDICATION IS FOR LANDSCAPING AND MAINTENANCE PURPOSES.

WE HEREBY RETAIN THE "PRIVATE ROAD EASEMENT", AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE PRIVATE ROAD EASEMENT SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN THE "PRIVATE ROAD EASEMENT".

WE ALSO PROVIDE A RECREATIONAL PARKING EASEMENT. SEE ASTERISK (\*) ITEM BELOW SIGNATURES.

RICHARD M CHEN AS TRUSTEE, OR ANY SUCCESSOR TRUSTEE, OF THE RICHARD M CHEN LIVING TRUST DATED MARCH 30, 2020, AND ANY AMENDMENTS THERETO.

RICHARD M CHEN, TRUSTEE DATE \_\_\_\_\_

JAMES CRAWFORD AS SUCCESSOR TRUSTEE OF THE OLIVER L ROWLEY 2002 TRUST DATED APRIL 22, 2002.

JAMES CRAWFORD, SUCCESSOR TRUSTEE DATE \_\_\_\_\_

WF PERON, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: JAMES WIKINS, MANAGER DATE \_\_\_\_\_

*As a condition of this dedication, the signatory hereby agrees to file a copy of this map with the County Recorder, the City Clerk, and the County Assessor, and to pay the recording fees thereon. The signatory also agrees to pay the recording fees for the map and to pay the recording fees for the map and to pay the recording fees for the map.*

### OPTIONEE STATEMENT

DECA CAPITAL LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OPTIONEE BY DOCUMENTS RECORDED NOVEMBER 10, 2021 AS INSTRUMENT NO. 2021-0671256 AND DECEMBER 14, 2021 AS INSTRUMENT NO. 2021-0735709, BOTH OF OFFICIAL RECORDS.

BY: DANIEL SACHS, MANAGER DATE \_\_\_\_\_

### OPTIONEE STATEMENT

PERRIS OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OPTIONEE BY DOCUMENT RECORDED DECEMBER 4, 2023 AS INSTRUMENT NO. 2023-0360042 OF OFFICIAL RECORDS.

BY: DANIEL SACHS, MANAGER DATE \_\_\_\_\_

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF PERRIS LANDCO, LLC, ON JANUARY 23, 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR MONUMENTS ARE, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS DRAFT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONVENTIONALLY APPROVED TENTATIVE MAP, IF ANY.

CARLOS UREÑA PLS 8234 DATE \_\_\_\_\_



### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF PERRIS ORDINANCE NO. 543, AS AMENDED, WHICH WERE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND THAT THE SUBDIVISION SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF ANY.

DATED: \_\_\_\_\_, 20\_\_.

BY: GABRIEL D YBARRA L.S. 4343, EXP. 06/30/2026 FOR JAHANDAR POURKAZEMI, R.C.E. 78006 EXP. 09/30/2025 CITY ENGINEER



### CITY CLERK'S STATEMENT

I HEREBY STATE THAT AN UNDERTAKING OR CASH DEPOSIT SATISFACTORY TO THE CITY COUNCIL OF THE CITY OF PERRIS GUARANTEEING THE CONSTRUCTION OF REQUIRED STREET IMPROVEMENTS, AND MONUMENTATION HAS BEEN APPROVED AND FILED WITH THE CITY OF PERRIS PRIOR TO ACCEPTANCE OF THIS MAP.

NANCY SALAZAR DATE \_\_\_\_\_ CITY CLERK OF THE CITY OF PERRIS

### CITY ACCEPTANCE STATEMENT

THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS DULY AUTHORIZED OFFICERS, HEREBY APPROVES SAID FINAL MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON OF LOT "A", LOT "B", AND LOT "C" FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH THE CITY STANDARDS, AND ACCEPTS THE OFFER OF DEDICATION OF ABUTTER'S RIGHTS OF ACCESS ALONG LOT "A", LOT "B", AND LOT "C" (RAMONA EXPRESSWAY, WEBSTER AVENUE AND NEVADA AVENUE) FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM.

THE OFFER OF DEDICATION MADE HEREON OF THE LANDSCAPE AND MAINTENANCE EASEMENTS ARE HEREBY ACCEPTED AS PART OF THE LANDSCAPE MAINTENANCE DISTRICT MAINTAINED SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN THE "PRIVATE ROAD EASEMENT" IS HEREBY ACCEPTED.

ATTEST: MICHAEL M VARGAS DATE \_\_\_\_\_ CITY CLERK DATE \_\_\_\_\_ MAYOR OF THE CITY OF PERRIS

### TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE: \$ \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_.

MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: \_\_\_\_\_ DEPUTY

### TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: \_\_\_\_\_, 20\_\_.

CASH OR SURETY BOND MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: \_\_\_\_\_ DEPUTY

### 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.

### ABANDONMENT NOTE

PURSUANT TO SECTION 66445(f) AND SECTION 66499.20.2 OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

THOSE PORTIONS OF DAWES STREET AS DEDICATED ON THE MAP OF PERRY'S RE-SUBDIVISION, AS SHOWN BY A MAP ON FILE IN BOOK 7, PAGE 45 OF MAPS, RECORDS OF RIVERSIDE COUNTY CALIFORNIA WITHIN THE BOUNDARY OF THIS MAP.

THOSE PORTIONS OF ABUTTER'S RIGHTS OF ACCESS AT THE SOUTHERLY 94 FOOT RIGHT-OF-WAY LINE OF RAMONA EXPRESSWAY AS DESCRIBED BY DEED RECORDED SEPTEMBER 18, 1958 AS INSTRUMENT NO. 87003 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY AND THAT PORTION OF ABUTTER'S RIGHTS OF ACCESS ALONG THE COURSE DESCRIBED AS "COURSE A" BY DEED RECORDED NOVEMBER 3, 1982 AS INSTRUMENT NO. 190779 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, WITHIN THE BOUNDARY OF THIS MAP.

8 NUMBERED PARCELS  
3 LETTERED LOTS  
GROSS AREA = 50,584 ACRES  
NET AREA = 48,054 ACRES

# IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 38292

SHEET 2 OF 5 SHEETS

BEING A SUBDIVISION OF PARCEL B' OF LOT LINE ADJUSTMENT NO. 21-45226, RECORDED MAY 15, 2013 AS INSTRUMENT NO. 2013-0136039 OF OFFICIAL RECORDS AND PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO. 1944 RECORDED APRIL 30, 1984 AS INSTRUMENT NO. 50090 OF OFFICIAL RECORDS, PORTIONS OF LOT 20 AND 22 OF PERRY'S RE-SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 45 OF MAPS, TOGETHER WITH LOT 1 IN BLOCK 9 OF VAL VERDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 6 OF MAPS, LYING WITHIN SECTION 12, TOWNSHIP 4 SOUTH, RANGE 4 WEST, S 8 M CARLOS UREÑA AUGUST 2023 PLS 8234

### NOTARY 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 \_\_\_\_\_ } SS  
ON \_\_\_\_\_, 202\_\_, BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC

PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND

SIGNATURE \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_ COUNTY.  
(PRINTED NAME) \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_  
COMMISSION NUMBER \_\_\_\_\_

### NOTARY 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 \_\_\_\_\_ } SS  
ON \_\_\_\_\_, 202\_\_, BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC

PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND

SIGNATURE \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_ COUNTY.  
(PRINTED NAME) \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_  
COMMISSION NUMBER \_\_\_\_\_

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STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS  
ON \_\_\_\_\_, 202\_\_, BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC

PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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WITNESS MY HAND

SIGNATURE \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_ COUNTY.  
(PRINTED NAME) \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_  
COMMISSION NUMBER \_\_\_\_\_

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STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS  
ON \_\_\_\_\_, 202\_\_, BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC

PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND

SIGNATURE \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_ COUNTY.  
(PRINTED NAME) \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_  
COMMISSION NUMBER \_\_\_\_\_

### SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (A)(1) (A)(1)-(VI) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IN SUCH THAT IT CANNOT RISE INTO A FEE TITLE:

RIGHTS, RIGHTS OF WAY, RESERVATIONS AND EXCEPTIONS IN THE PATENT RECORDED APRIL 5, 1892 IN BOOK 8 OF PATENTS, PAGE 108, SAN DIEGO COUNTY RECORDS (LOCATION IS INDETERMINATE)

AN EASEMENT FOR RIGHTS OF WAY TO LAY AND MAINTAIN PIPES, PIPE LINES, CONDUITS, DITCHES, FLUMES OR OTHER MEANS OF WATER TRANSPORTATION AND DISTRIBUTION, IN FAVOR OF VAL VERDE MUTUAL WATER COMPANY, AS SHOWN BY GRANT DEED RECORDED OCTOBER 27, 1915 IN BOOK 430 OF DEEDS, AT PAGE 345, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. (BLANKET IN NATURE). VAL VERDE MUTUAL WATER COMPANY IS NO LONGER IN OPERATION AND HAS NO APPARENT SUCCESSOR IN INTEREST AND/OR SIGNATURES ARE IMPOSSIBLE OR IMPRACTICAL TO OBTAIN THE EASEMENT APPEARS TO BE OF LONG DISEUSE AND NO LONGER OF PRACTICAL USE OR VALUE

AN EASEMENT IN FAVOR OF HITSURA FUKUSAWA, AN UNARRIED MAN FOR PIPE LINE, PIPE, CONDUIT, DITCH, FLUMES OR OTHER MEANS OF WATER TRANSPORTATION ALONG OR OVER SAID EASEMENT TOGETHER WITH A RIGHT OF ENTRY FOR THE PURPOSE OF USING, EQUIPPING SAID WATER CONDUITS AND INCIDENTAL PURPOSES, RECORDED APRIL 26, 1924 IN BOOK 603 OF DEEDS, PAGE 377 (LOCATION IS INDETERMINATE)

### NOTARY 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 \_\_\_\_\_ } SS  
ON \_\_\_\_\_, 202\_\_, BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC

PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND

SIGNATURE \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_ COUNTY.  
(PRINTED NAME) \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_  
COMMISSION NUMBER \_\_\_\_\_

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STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS  
ON \_\_\_\_\_, 202\_\_, BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC

PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND

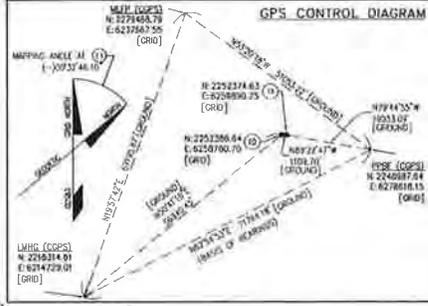
SIGNATURE \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_ COUNTY.  
(PRINTED NAME) \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_  
COMMISSION NUMBER \_\_\_\_\_

8 NUMBERED PARCELS  
 3 LETTERED LOTS  
 GROSS AREA = 50.584 ACRES  
 NET AREA = 48.054 ACRES  
 SCALE: 1" = 150'

# IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 38292

SHEET 3 OF 5 SHEETS

BEING A SUBDIVISION OF PARCEL "B" OF LOT LINE ADJUSTMENT No 21-05226, RECORDED MAY 15, 2023 AS INSTRUMENT NO 2023-0138039 OF OFFICIAL RECORDS AND PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO 1944 RECORDED APRIL 30, 1984 AS INSTRUMENT NO 90090 OF OFFICIAL RECORDS. PORTIONS OF LOT 20 AND 22 OF PERRY'S RE-SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 45 OF MAPS, TOGETHER WITH LOT 1 IN BLOCK 9 OF VAL VERDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 6 OF MAPS, LYING WITHIN SECTION 12, TOWNSHIP 4 SOUTH, RANGE 4 WEST, S 1/4 M CARLOS UREÑA AUGUST 2023 PLS B234

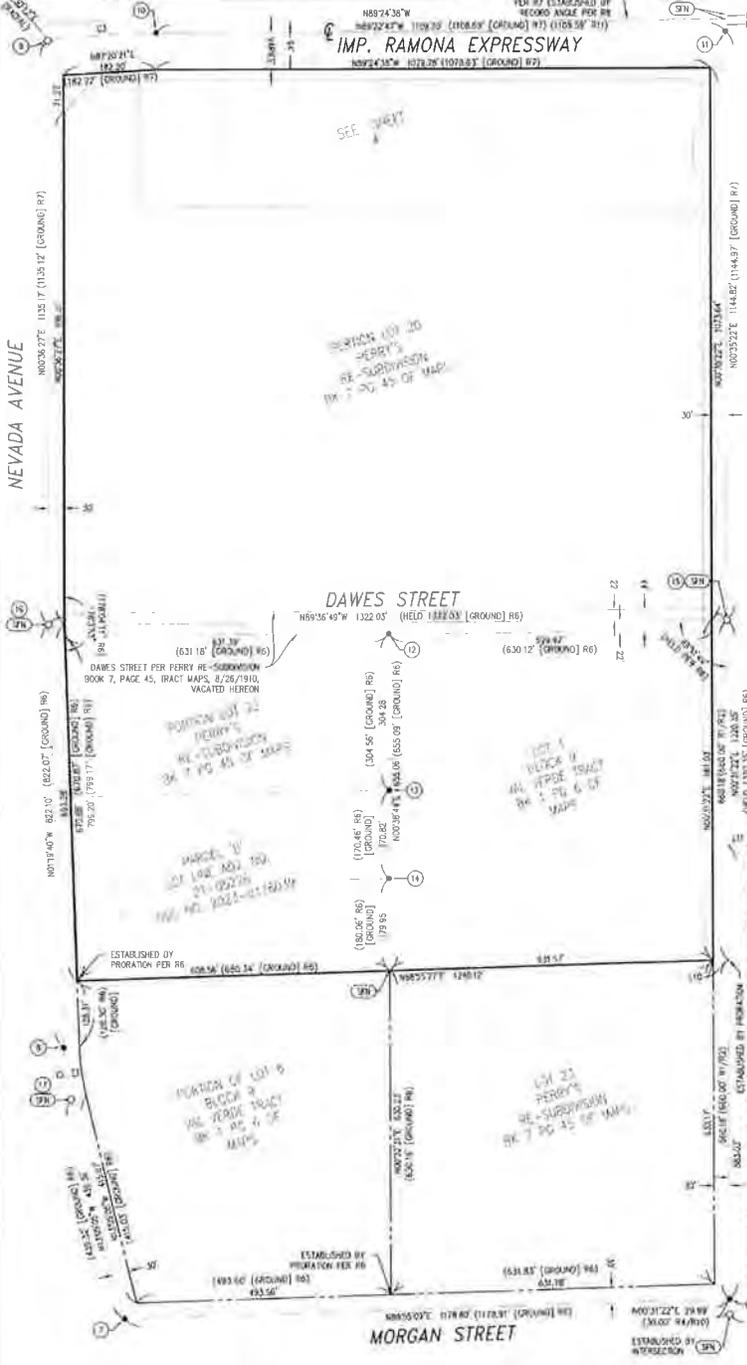


### BOUNDARY ESTABLISHMENT SHEET

LINE	BEARING	DISTANCE
L1	N00°35'22"E	9.95'
L2	N00°35'22"E	22.80'
L3	N00°35'22"E	33.00'
L4	N04°58'45"W	92.00'
L5	N00°35'13"E	92.00'
L6	N89°24'36"W	47.00'
L7	N42°26'11"E	74.54'
L8	N83°59'57"W	23.47'
L9	N88°56'04"E	30.00'

LINE	BEARING	DISTANCE
L11	N89°28'36"W	44.00'
L12	N00°36'27"E	138.45'
L13	N00°35'22"E	102.03'
L14	N89°22'47"W	68.15'
L15	N00°35'22"E	89.11'
L16	N89°24'36"W	17.00'
L17	N00°35'22"E	100.00'
L18	N89°24'36"W	17.00'
L19	N00°35'22"E	59.83'

CURVE #	DELTA	RADIUS	LENGTH
C1	11°45'57"	500.00'	102.60'
C2	11°45'57"	470.00'	96.44'
C3	87°25'	1500.00'	212.68'
C4	251°26'	1500.00'	74.80'
C5	375°59'	1500.00'	137.87'
C6	354°46'	1408.00'	95.17'
C7	1°21'11"	1498.00'	33.25'
C8	141°9'33"	36.00'	9.00'



- MONUMENT NOTES:**
- INDICATES FOUND MONUMENTS AS NOTED
  - INDICATES SET 1" IP TAGGED "PLS B234", OR LEAD AND JACK TAGGED "PLS B234", OR SPIKE AND WASHER TAGGED "PLS B234" AT ALL PARCEL BOUNDARY CORNERS, LOT CORNERS AND/OR STREET CENTERLINES, UNLESS OTHERWISE NOTED
  - SEARCHED, FOUND NOTHING
  - ① FD. 1" IRON PIPE, TAGGED "S 4343", UP 0.1" IN DIRT, HELD AND ACCEPTED AS A POINT ON THE EASTERLY LINE OF WEBSTER AVE. PER R3.
  - ② FD. 1" IRON PIPE, TAGGED "S 4343", DOWN 0.3" IN DIRT, HELD AND ACCEPTED AS A POINT ON THE EASTERLY LINE OF WEBSTER AVE. PER R3.
  - ③ FD. 1" IRON PIPE, TAGGED "S 4343", DOWN 0.5" IN DIRT, HELD AND ACCEPTED AS A POINT ON THE NORTHERLY LINE OF MORGAN ST. PER R4 & R10
  - ④ FD. 1" IRON PIPE, NO TAG, DOWN 0.5" IN DIRT, HELD AND ACCEPTED AS A POINT ON THE NORTHERLY LINE OF MORGAN ST. PER R4 & R10 SET TAG PLS B234 IN IP.
  - ⑤ FD. 1" IRON PIPE, ILLEGIBLE TAG, DOWN 0.2' IN DIRT, HELD PER R4
  - ⑥ FD. C-MAIL, NO REF., ACCEPTED AS THE CENTERLINE INTERSECTION OF WEBSTER AVE. & MORGAN ST. REPLACED WITH 1" IP TAGGED PLS B234, FLUSH
  - ⑦ FD. 3" IRON PIPE WITH CONCRETE, MANIPULATED, SHOT AT CENTER, DOWN 0.3" IN ASPHALT, ACCEPTED AS THE INTERSECTION OF WEBSTER AVE. AND MORGAN ST., PER R6. SET TAG PLS B234 IN IP
  - ⑧ FD. 3" IRON PIPE WITH CONCRETE, MANIPULATED, SHOT AT CENTER, DOWN 0.2" IN ASPHALT, ACCEPTED AS THE BC/EC OF WEBSTER AVE. PER R6 SET TAG PLS B234 IN IP.
  - ⑨ FD. TWO MAG & WASHERS, TAGGED "CITY LIMITS", NO REF., FLUSH IN ASPHALT, ACCEPTED AS 1 FOOT SWING TIES TO THE CENTERLINE INTERSECTION OF RAMONA EXPWY. AND WEBSTER AVE.
  - ⑩ FD. 2-1/4" BRASS DISK, STAMPED "CALIF. DEPT. OF TRANSPORTATION CL. RAMONA EXPWY 8724-98-37 EC", WITH TWO MAG & WASHERS (TIES AS 1 FOOT SWING TIES), TAGGED "CITY LIMITS", ALL FLUSH IN ASPHALT, ACCEPTED AS THE EC OF RAMONA EXPWY. PER R7
  - ⑪ FD. 1/2" IRON PIPE IN LIEU OF ON SPIKE & WASHER TAGGED "S 8012", THIS 4 FOUND TAG & TAGS TAGGED "PLS B234" PER R6, ACCEPTED AS THE CENTERLINE INTERSECTION OF WEBSTER AVE. AND IMP. RAMONA EXPWY.
  - ⑫ FD. 1" IRON PIPE, OPEN, DOWN 0.1" IN DIRT, HELD PER LINE, MONUMENT BEING 800.38'± 0.27' FROM THE SOUTHERLY LINE OF DANIEL ST. AND THE NORTHEAST CORNER OF LOT 1 PER R6 SET TAG PLS B234 IN IP.
  - ⑬ FD. 1" IRON PIPE, OPEN, DOWN 0.3" IN DIRT, ACCEPTED AS A POINT ON THE EASTERLY LINE OF LOT 22 PER R1 & R6 SET TAG PLS B234 IN IP.
  - ⑭ FD. 1-1/2" IRON PIPE, OPEN, DOWN 0.3" IN DIRT, ACCEPTED AS A POINT ON THE EASTERLY LINE OF LOT 22 PER R1 & R6 SET TAG PLS B234 IN IP.
  - ⑮ ESTABLISHED PARALLEL WITH AND DISTANT 44.00 FEET FROM FOUND MONUMENTS ① & ② AND PROJECTED NORTHERLY RECORD DISTANCE 1320.35 FEET, PER R6
  - ⑯ ESTABLISHED BY RECORD ANGLE & DISTANCE FROM ESTABLISHED POINT ⑬ PER R6
  - ⑰ ESTABLISHED BY RECORD ANGLE & RADIUS TANGENT FROM ESTABLISHED POINT ⑬ AND FOUND MONUMENT ⑧ PER R6

- RECORD REFERENCES:**
- R1 INDICATES RECORD DATA FOR PERRY'S RE-SUBDIVISION, AS SHOWN BY MAP ON FILE PER MAP ON FILE IN BOOK 7, PAGE 45 OF MAPS
  - R2 INDICATES RECORD DATA PER VAL VERDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 6 OF MAPS
  - R3 INDICATES RECORD DATA PER CORNER RECORD 2009-0716
  - R4 INDICATES RECORD DATA PER PARCEL MAP NO 19713 FILED IN BOOK 121 PAGES 3-11, OF PARCEL MAPS
  - R5 INDICATES RECORD DATA PER CORNER RECORD 180624 (NOTE: SAID CORNER RECORD HAS NOT BEEN OFFICIALLY RECORDED WITH THE COUNTY OF RIVERSIDE)
  - R6 INDICATES RECORD DATA PER CALTRANS DEPT. OF TRANSPORTATION MONUMENTATION MAP, SHOWN ON RIVERSIDE COUNTY SURVEYORS MAP FILE NO 205-087
  - R7 INDICATES RECORD DATA PER CALTRANS DEPT. OF TRANSPORTATION MONUMENTATION MAP, SHOWN ON RIVERSIDE COUNTY SURVEYORS MAP FILE NO 205-088
  - R8 INDICATES RECORD DATA PER PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED FILED FOR RECORD 10/19/1984 AS INST. NO. 87003, IN BOOK 2334 PAGES 278-279 OF OFFICIAL RECORDS.
  - R9 INDICATES RECORD DATA PER PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED FILED FOR RECORD 11/03/1983 AS INST. NO. 190719 OF OFFICIAL RECORDS.
  - R10 INDICATES RECORD DATA PER PARCEL MAP NO. 57759, FILED IN BOOK 212, PAGES 44-47, OF PARCEL MAPS
  - R11 INDICATES RECORD DATA PER PARCEL MAP NO. 58512, FILED IN BOOK 242, PAGES 33-37, OF PARCEL MAPS

**BASIS OF BEARINGS & DATUM STATEMENT**  
 THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCCRS), ZONE 14, RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), 2017.00 EPOCH, AND WERE DETERMINED BY STATIC GPS TIES TO TWO CONTINUOUS GPS STATIONS (CGPS) REFERRED TO AS "LWHC" AND "PERR" BEARING BETWEEN BOTH STATIONS BEING NORTH 42°44'58" EAST BASED ON POSITIONS PUBLISHED IN THE CALIFORNIA SPATIAL REFERENCE CENTER.  
 ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED TO OBTAIN GRID, MULTIPLY GROUND DISTANCE BY A CORRECTION FACTOR OF 0.9999272326.

8 NUMBERED PARCELS  
 3 LETTERED LOTS  
 GROSS AREA = 50.584 ACRES  
 NET AREA = 48.054 ACRES  
 SCALE: 1" = 90'

# IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 38292

SHEET 4 OF 5 SHEETS

BEING A SUBDIVISION OF PARCEL "B" OF LOT LINE ADJUSTMENT No. 21-05226, RECORDED MAY 15, 2023 AS INSTRUMENT NO. 2023-01,80039 OF OFFICIAL RECORDS AND PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO. 1944 RECORDED APRIL 30, 1984 AS INSTRUMENT NO. 90080 OF OFFICIAL RECORDS, PORTIONS OF LOT 20 AND 22 OF PERRY'S RE-SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 45 OF MAPS, TOGETHER WITH LOT 1 IN BLOCK 9 OF VAL VERDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 6 OF MAPS, LYING WITHIN SECTION 12, TOWNSHIP 4 SOUTH, RANGE 4 WEST, S.B.M. CARLOS UREÑA AUGUST 2023 PLS 8234

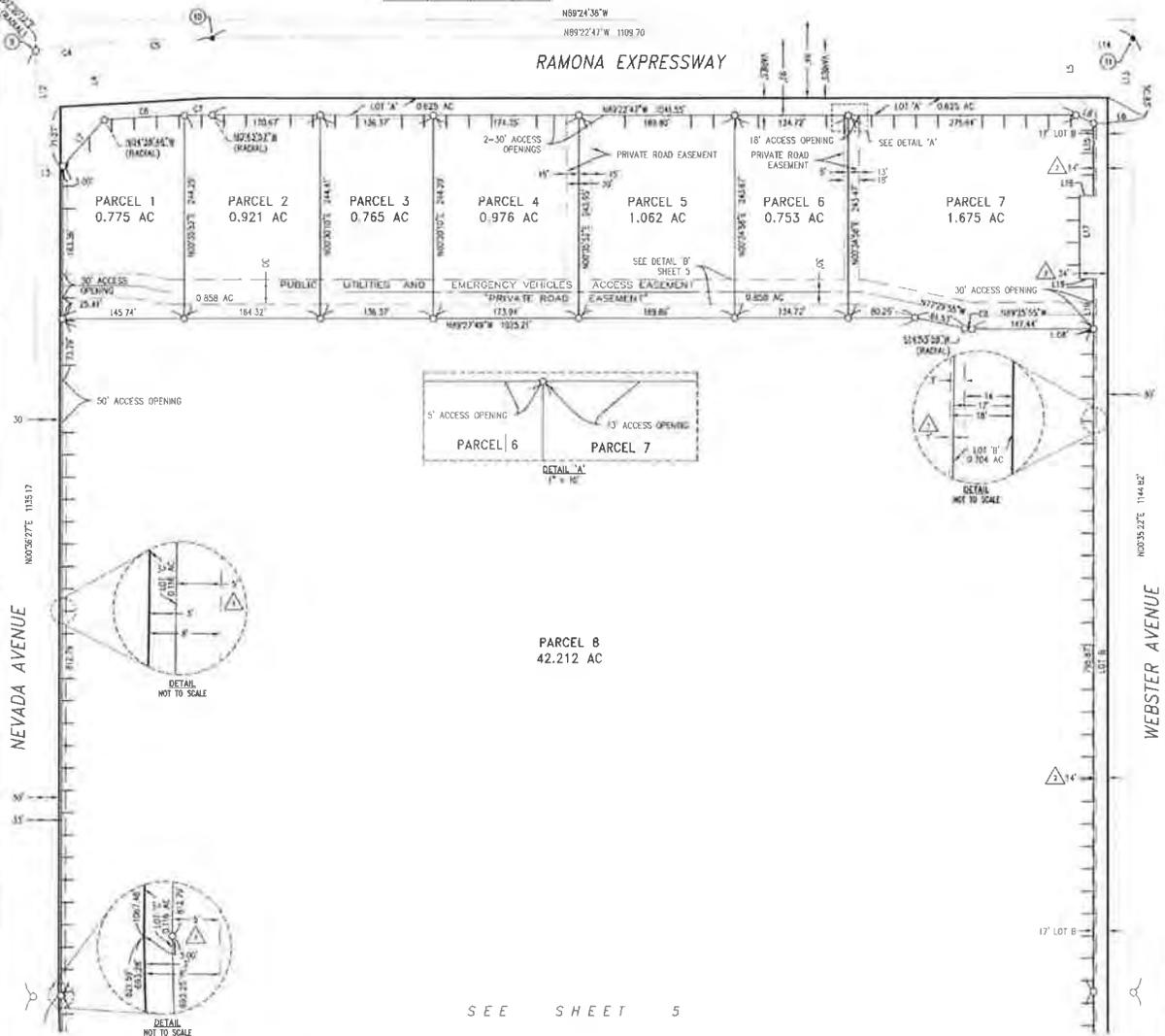
## PARCEL DETAIL & EASEMENTS SHEET

LINE	BEARING	DISTANCE
L1	N00°35'22"E	9.93'
L2	N00°35'22"E	22.80'
L3	N89°24'38"W	33.00'
L4	S04°38'46"W	92.00'
L5	N00°37'13"E	92.00'
L6	N89°24'38"W	47.00'
L7	N42°28'11"E	74.54'
L8	N83°58'57"W	23.47'
L9	N88°56'04"E	30.00'

LINE	BEARING	DISTANCE
L11	N89°28'38"W	44.00'
L12	N00°36'27"E	138.45'
L13	N00°35'22"E	102.03'
L14	N89°22'47"W	68.15'
L15	N00°35'22"E	87.81'
L16	N89°24'38"W	17.00'
L17	N00°35'22"E	100.00'
L18	N89°24'38"W	17.00'
L19	N00°35'22"E	59.63'

CURVE #	DELTA	RADIUS	LENGTH
C1	114°5'25"	500.00'	102.60'
C2	114°5'25"	470.00'	96.44'
C3	80°7'25"	1500.00'	232.68'
C4	2°51'26"	1500.00'	74.80'
C5	5°15'59"	1500.00'	137.87'
C6	3°54'48"	1468.00'	96.17'
C7	1°27'11"	1468.00'	33.25'
C8	14°19'53"	38.00'	9.00'

(HOLD PER R6)  
 (HOLD PER R6)  
 (1212.45' [GROUND R7])



SEE SHEET 5

### EASEMENT NOTES

- AN EASEMENT FOR LANDSCAPE AND MAINTENANCE PURPOSES DELEGATED HERETOBY TO THE CITY OF PERRIS
  - AN EASEMENT FOR PUBLIC ROAD & DRAINAGE PURPOSES TO THE CITY OF PERRIS PER DOCUMENT RECORDED AUGUST 14 2008 AS INSTR. NO. 2008-527175
- RIGHT, RIGHTS OF WAY AND EXCEPTIONS IN THE PATENT RECORDED APRIL 5 1892 IN BOOK 8 OF PATENTS, PAGE 108, SAN DIEGO COUNTY RECORDS
- DAWES STREET PER PERRY RE-SUBDIVISION BOOK 7, PAGE 45 TRACT MAPS, 8/26/1910, VACATED HEREON
- AN EASEMENT FOR PIPES, PIPE LINES, CONDUITS, DITCHES, FLUMES OR OTHER MEANS OF WATER TRANSPORTATION AND DISTRIBUTION AND INCIDENTAL PURPOSES TO VAL VERDE MUTUAL WATER COMPANY PER DOCUMENT RECORDED OCTOBER 27, 1915 IN BOOK 430 OF DEEDS, PAGE 345
- AN EASEMENT FOR PIPE LINE, PIPE, CONDUIT, DITCH, FLUME OR OTHER MEANS OF WATER TRANSPORTATION ALONG OR OVER SAID EASEMENT TOGETHER WITH A RIGHT OF ENTRY FOR THE PURPOSE OF USING, EQUIPPING SAID WATER CONDUITS AND INCIDENTAL PURPOSES TO MITSURU FUKUSAWA, AN UNNAMED MAN, PER DOCUMENT RECORDED APRIL 26, 1924 IN BOOK 693 OF DEEDS, PAGE 377
- ARBITER'S RIGHTS OF ACCESS AT THE SOUTHERLY 94 FOOT RIGHT-OF-WAY LINE OF RAMONA EXPRESSWAY AS DESCRIBED BY DEED RECORDED SEPTEMBER 18, 1958 AS INSTRUMENT NO. 87803 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY AND THAT PORTION OF ARBITER'S RIGHTS OF ACCESS ALONG THE COURSE DESCRIBED AS "COURSE A" BY DEED RECORDED NOVEMBER 3 1982 AS INSTRUMENT NO. 1982-079 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY WITHIN THE BOUNDARY OF THIS MAP VACATED HEREON

### SURVEYOR'S NOTES

- ((GROUND)) DENOTES RECORD GROUND DISTANCE PER REFERENCE NOTED
- ||| DENOTES ACCESS RIGHTS RESTRICTED

B NUMBERED PARCELS  
 3 LETTERED LOTS  
 GROSS AREA = 50.584 ACRES  
 NET AREA = 48.054 ACRES  
 SCALE: 1" = 90'

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**PARCEL MAP NO. 38292**

SHEET 5 OF 5 SHEETS

BEING A SUBDIVISION OF PARCEL "B" OF LOT LINE ADJUSTMENT No. 21-05226, RECORDED MAY 15, 2023 AS INSTRUMENT NO. 2023-0138039 OF OFFICIAL RECORDS AND PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO. 1944 RECORDED APRIL 30, 1984 AS INSTRUMENT NO. 90090 OF OFFICIAL RECORDS, PORTIONS OF LOT 20 AND 22 OF PERRY'S RE-SUBDIVISION, AS SHOWN BY MAP ON FILED IN BOOK 7, PAGE 45 OF MAPS, TOGETHER WITH LOT 1 IN BLOCK 9 OF VAL VERDE TRACT, AS SHOWN BY MAP ON FILED IN BOOK 1 PAGE 6 OF MAPS, LYING WITHIN SECTION 12, TOWNSHIP 4 SOUTH, RANGE 4 WEST S.B.M. CARLOS URENA AUGUST 2023 PLS 8234

**PARCEL DETAIL & EASEMENTS SHEET**

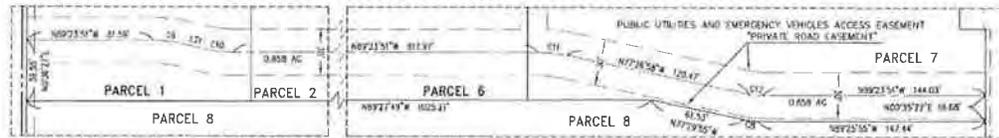
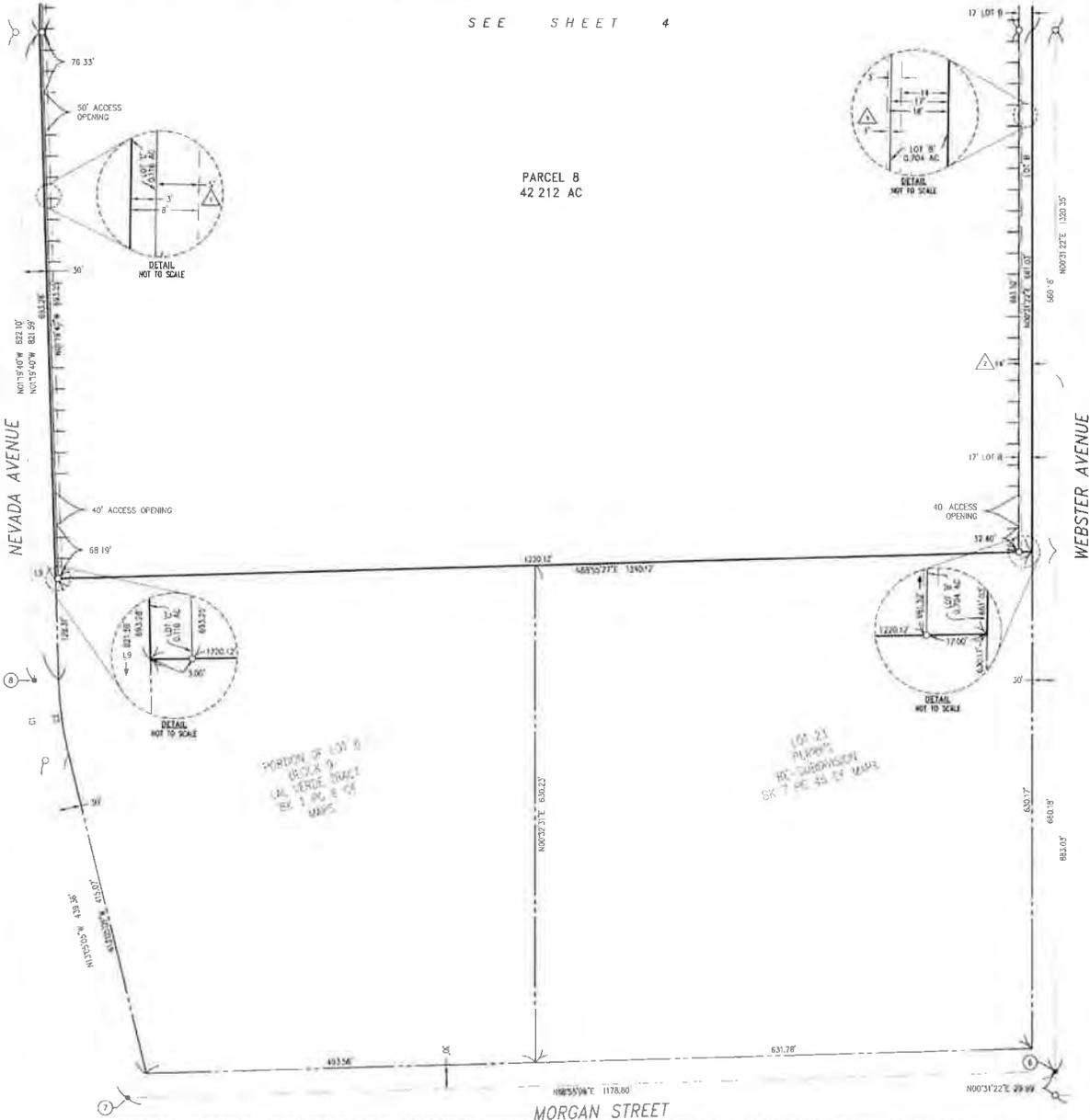
LINE	BEARING	DISTANCE
L1	N00°35'22"E	9.95'
L2	N00°35'22"E	22.80'
L3	N89°23'32"W	33.00'
L4	N04°38'46"W	92.00'
L5	N00°37'13"E	92.00'
L6	N89°24'38"W	47.00'
L7	N42°26'11"E	74.54'
L8	N63°59'57"W	23.47'
L9	N85°56'04"E	30.00'

LINE	BEARING	DISTANCE
L11	N89°28'38"W	44.00'
L12	N00°36'27"E	138.45'
L13	N00°35'22"E	102.03'
L14	N89°22'47"W	68.15'
L15	N00°35'22"E	68.15'
L16	N89°24'38"W	17.00'
L17	N00°35'22"E	100.00'
L18	N89°24'38"W	17.00'
L19	N00°35'22"E	59.85'

CURVE #	DELTA	RADIUS	LENGTH	REMARKS
C1	11°45'25"	500.00'	102.60'	(HELD PER R6)
C2	11°45'25"	470.00'	95.44'	(HELD PER R6)
C3	60°7'25"	1500.00'	212.88'	(212.65' (GROUND) R7)
C4	25°1'26"	1500.00'	74.60'	
C5	57°5'59"	1500.00'	137.87'	
C6	35°4'48"	1408.00'	95.17'	
C7	72°11'	1408.00'	33.25'	
C8	147°9'53"	35.00'	9.00'	



SEE SHEET 4



LINE	BEARING	DISTANCE
L21	N75°28'52"W	9.54'

CURVE #	DELTA	RADIUS	LENGTH
C9	13°55'00"	90.00'	21.86'
C10	13°55'00"	90.00'	21.86'

CURVE #	DELTA	RADIUS	LENGTH
C11	11°56'53"	90.00'	18.77'
C12	11°56'53"	45.00'	9.38'

DETAIL "B"  
 1" = 50'

# **ATTACHMENT 4**

## **Conditions of Approval**

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

**CITY OF PERRIS  
DEVELOPMENT SERVICES DEPARTMENT  
PLANNING DIVISION**

**FINAL CONDITIONS OF APPROVAL**

**SPA 21-05218, TPM 21-05219 (TPM-38292),  
DPR 21-00013CUP 21-05216, and (DA) 22-05297**

**March 14, 2023**

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**PROJECT:** Specific Plan Amendment (SPA) 21-05218, Tentative Parcel Map 21-05219 (TPM-38292), Development Plan Review (DPR) 21-00013, Conditional Use Permit (CUP) 21-05216, and Development Agreement (DA) 22-05297 – A proposal to consider the following entitlements to facilitate the construction of a 950,224 square-foot industrial facility and a commercial development consisting of the following: 1) Specific Plan Amendment to rezone 42.22 acres of a larger 49.17 acre site from Business Park Office (BPO) Zone and Commercial (C) Zone to Light Industrial (LI) Zone, and to remove a paper street from the Circulation Plan in the Perris Valley Commerce Center Specific Plan (PVCCSP); 2) Tentative Parcel Map to subdivide 49.17 acres into 8 parcels, ranging in size from 0.80 to approximately 42.22 acres; 3) Development Plan Review for the site plan and building elevations; 4) Conditional Use Permit to permit a vehicle fuel station with a convenience store, car wash, four drive-through establishments within the proposed commercial development; and 5) Development Agreement for specific project improvements and community benefits. (APNs: 317-120-021, 317-130-017, -021, -025 and -048. Applicant: Daniel Sachs of DECA Perris Land Co, LLC

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**GENERAL CONDITIONS:**

- 1 **Development Agreement.** Development on the Project site shall be subject to the terms in the Development Agreement, as it allows the developer and all future owners of all or any portion of the Project site to develop the property in accordance with the Development approvals and the Project specific Development Agreement.
- 2 **Approval Period for Development Plan Review 21-00013, Conditional Use Permit 21-05216.** The Development Plan Review and Conditional Use Permit processed in conjunction with the Tentative Parcel Map shall expire in two years from the City Council final action for consistency with the time limits of the map. Within two years, the applicant shall demonstrate the beginning of substantial construction as approved, which shall thereafter be diligently pursued to completion or substantial utilization, except as modified by the terms of the Development Agreement. If this does not occur, a maximum of six (6) one-year extensions may be requested for consistency with the related Tentative Parcel Map A written request for extension shall be submitted to the Planning Division at least thirty (30) days prior to the initial (and any subsequent extension) expiration of the Development Plan Review, except as modified by the terms of the Development Agreement.
- 3 **Approval Period for Tentative Parcel Map (TPM 38292).** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the City Council approval, unless an automatic extension is granted by the State of California. The applicant may apply for a maximum of five (5) one-year extensions to permit additional time to record the final map, except as modified by the terms of the Development Agreement. A written request for an extension shall be submitted to the Planning Division at least thirty (30)

days prior to the initial (and subsequent extensions) expiration of the Tentative Parcel Map approval, except as modified by the terms of the Development Agreement.

- 4 **Mitigation Monitoring and Reporting Program.** The project shall comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP). The Mitigation Monitoring and Reporting Program (MMRP) for Environmental Impact Report (SCH: 2022040023). It shall be implemented in accordance with the timeline, reporting, and monitoring intervals listed.
- 5 **Municipal Code and Specific Plan Compliance.** The project shall conform to the Light Industrial (LI) Zone and Commercial (C) Zone standards of the Perris Valley Commerce Center Specific Plan (PVCCSP) and Chapter 19 of the Perris Municipal Code.
- 6 **Future Obligation of Buyers and Lessees.** All future buyers and lessees shall be informed of their obligation to comply with these Conditions of Approval. The applicant shall provide a copy of these conditions and inform the buyer or lessee of their obligation to maintain compliance with all local and City ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
- 7 **City Ordinances and Business License.** The subject business shall maintain compliance with all local and City Ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
- 8 **Expansion of Use.** No expansion of the site or the use shall occur without subsequent reviews and approvals by the Planning Division.
- 9 **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the plans approved by the Planning Commission on **February 15, 2023**, or as amended by these conditions. Any deviation shall require appropriate Planning Division review and approval.
- 10 **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and the Federal Americans with Disabilities Act (ADA).
- 11 **Rooftop Solar.** The project does not propose rooftop solar panels at this time. However, suppose the project in the future proposes solar rooftop panels. In that case, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and this study shall be reviewed by the Riverside County Airport Land Use Commission (ALUC).
- 12 **Planning Division.** All Planning Division Conditions of Approval shall be reproduced in the construction and grading plans.
- 13 **City Engineer Conditions.** The project shall adhere to the requirements of the City Engineer as indicated in the attached Engineering Conditions of Approval dated **February 03, 2023**. On and off-site improvement plans shall be submitted for review and approval by the City Engineer.
- 14 **Fire Marshall Conditions.** The project shall comply with all requirements of the Fire Marshall

in the memo dated **April 6, 2022**.

- 15 **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official and the approved Fire Access Plan. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included in the building plans. See City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and underground plan available at: <http://www.cityofperris.org>.
- 16 **Building Conditions.** The project shall adhere to the requirements of the Building Department as indicated in the attached Conditions of Approval dated **October 19, 2021**.
- 17 **Public Works Conditions.** The project shall adhere to the requirements of the Public Works Administration Department as indicated in the attached Conditions of Approval dated **November 29, 2021**.
- 18 **Val Verde Unified School District.** The proposed subdivision shall adhere to the standard requirements and mitigation fees established by the Val Verde Unified School District.
- 19 **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless the City and any agency or instrumentality thereof and/or any of its officers, employees, and agents from any and all claims, actions, or proceedings against the City or any agency or instrumentality thereof, or any of its officers, employees, and agents, to attack, set aside, void, annul, or seek monetary damages resulting from approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City concerning.
- 20 **SPA 21-05218, TPM 21-05219 (TPM-38292), DPR 21-00013, CUP 21-05216, and (DA) 22-05297.** The City shall promptly notify the applicant of any claim, action, or proceeding for which indemnification is sought and shall cooperate fully in defense of the action.
- 21 **Southern California Edison (SCE).** The developer/owner shall contact the Southern California Edison SCE area service planner (951-928-8323) to complete the required forms before construction. No grading permits shall be issued until a letter from SCE is received by the City Engineer indicating electrical service will be placed underground.
- 22 **Signage.** The project approval does not include signage. All monument signage is required to include the Perris Valley Commerce Center logo (per PVCCSP Chapter 4.2.5). Any proposed wall or monument sign will require a sign application and shall be reviewed and approved by the Planning Division prior to building permit issuance.
- 23 **Waste Hauling and Disposal.** The project shall use only the City-approved waste hauler for all construction and other waste disposal.
- 24 **Graffiti and Property Maintenance.** The project shall comply with the Perris Municipal Code Chapter 7.42 regarding Property Maintenance. The site shall be maintained graffiti-free state at all times. Graffiti located on site shall be removed within 48 hours. Graffiti shall

- be painted over in panels and not patches. In addition, it will match the color of the wall or material surface. Furthermore, the applicant shall apply an anti-graffiti coating on the walls.
- 25 **On-site & Off-site Utilities.** All utilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
  - 26 **Performance Standards.** The applicant shall comply with all Performance Standards listed in Chapter 19.44.070 of the Perri Municipal Code.
  - 27 **Utilities.** If applicable, all utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-way) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
  - 28 **Screening of Roof-Mounted Equipment.** Proper screening shall prevent public views of all HVAC equipment and roof-mounted equipment. Also, all vent pipes and similar devices shall be painted to match the building.
  - 29 **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division.
  - 30 **Downspouts.** Exterior downspouts are not permitted on building elevations facing the public right of way. Interior downspouts are required for these elevations.
  - 31 **Energy Conservation.** To improve local air quality, the applicant shall comply with the energy-conservation features in the project (as feasible) per the ISMND and Design Guidelines. An accounting of the project's energy conservation measures shall be submitted to the Building Division, prior to application for building permits.
  - 32 **Glazing.** Highly reflective glass shall not be used for architectural elevations.
  - 33 **Roof Parapets.** The height of the roof parapet shall fully screen any roof-mounted equipment. All vent pipes and similar devices shall be painted to match the building.
  - 34 **Payment of Department of Fish and Wildlife Fee.** Within five (5) days of City Council approval, the applicant shall file a Notice of Determination of the Riverside County Clerk and submit appropriate payment of fees in accordance with Section 753.5 (Title 14) of the California Code of Regulations; no project shall be operative, vested, or final until the filing fees have been paid.
  - 35 **Preliminary Water Quality Management Plan (PWQMP) 21-00008.** A Preliminary WQMP was prepared for the proposed project site. All PWQMPs were determined to be in substantial compliance, in concept, with the 2012 Riverside County WQMP Manual requirements. The following conditions apply:

Conditions of Approval

- a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
  - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP, including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs, including two bioretention basins, a self-retaining landscape, and a covered trash enclosure. The Public Works Department shall review and approve the final addendum WQMP text, plans, and details.
- 36 **Construction Practices.** To reduce potential traffic, noise, and air quality impacts, the mitigation measures listed in Environmental Impact Report (SCH: 20022040023) and Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP.
- 37 **Off-Site Tree Planting or Funding.** To promote the City's tree planting initiative currently underway to make Perris GREEN providing positive benefits to the local environment from air quality to shading, the developer shall plant one 24 inch box tree per ~~5,000~~ 2,500 square feet of building size to include irrigation lines and controllers at an off-site location to be determined by the City (i.e., City right-of-way, parks, etc.) to provide funding equivalent to such cost the discretion of the City prior to issuance of the building permit.
- 38 **Trash Enclosures.** Trash enclosures shall be screened with landscaping (vines and shrubs) and provide decorative solid trellis cover per the development plans presented to the Planning Commission.
- 39 **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
- a. Construction activity and equipment maintenance are limited to weekday hours between 7:00 a.m. and 7:00 p.m. Construction may not occur on weekends or State holidays without the prior consent of the Building Official. Non-noise-generating activities (e.g., interior painting) are not subject to these restrictions.
  - b. Construction routes are limited to City of Perris designated truck routes.
  - c. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials, and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
  - d. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent the transport of dust off-site. The name and telephone number of such persons shall be provided to the City. Also, a board shall be placed at the subject site to include a person and phone number for the public to call in case of dirt and dust issues.

- e. Project applicants shall provide construction site electrical hook-ups for electric hand tools, such as saws, drills, and compressors, to eliminate the need for diesel-powered electric generators or provide evidence that electrical hook-ups at construction sites are not practical or prohibitively expensive.
- 40 **Property Maintenance.** The project shall comply with provisions of the Perris Municipal Code 7.06 regarding Landscape Maintenance and Chapter 7.42 regarding Property Maintenance. In addition, the project shall comply with the one-year landscape maintenance schedule.
- 41 **Riverside County Airport Land Use Commission.** The following conditions shall be satisfied in accordance with the Airport Land Use Commission (ALUC) Development Review case file ZAP1541MA22:
- a. Any new outdoor lighting that is installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
  - b. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
    - i. Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight or circling climb following takeoff or toward an aircraft engaged in a straight or circling final approach toward a landing at an airport, other than a DoD or FAA-approved navigational signal light or visual approach slope indicator.
    - ii. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight or circling climb following takeoff or towards an aircraft engaged in a straight or circling final approach towards a landing at an airport.
    - iii. Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, wastewater management facilities, artificial marshes, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators).
    - iv. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
    - v. Children's schools, day care centers, libraries, hospitals, skilled nursing and care facilities, congregate care facilities, places of assembly (including but not limited to places of worship and theaters).
    - vi. Highly noise-sensitive outdoor nonresidential uses. Examples of noise-sensitive outdoor nonresidential uses that are prohibited include, but are not limited to, major spectator-oriented sports stadiums, amphitheaters, concert halls and drive-in theaters.
    - vii. Other Hazards to flight.

Conditions of Approval

- c. The attached “Notice of Airport in Vicinity” shall be provided to all prospective purchasers and occupants of the property, and be recorded as a deed notice.
- d. The project proposes underground basins. Any other proposed basin would require review and approval by the ALUC. Any proposed stormwater basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the basins that would provide food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC “LANDSCAPING NEAR AIRPORTS” brochure, and the “AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT” brochure available at [RCALUC.ORG](http://RCALUC.ORG) which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language: “There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes”. The sign will also include the name 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 office and retail areas of the structure, to the extent such measures are necessary to ensure that interior noise levels from aircraft operations are at or below 45 CNEL.
- g. The project has been evaluated to construct a mixed-use commercial industrial development on 55.86 acres which includes: 8 commercial buildings totaling 37,215 square feet consisting of retail, restaurant, and gas station with convenience store and car wash; and a 950,224 square foot high-cube industrial warehouse building with mezzanines. Any increase in building area, change in use to any higher intensity use, change in building location, or modification of the tentative parcel map lot lines and to evaluate consistency with the ALUCP is at the discretion of the ALUC Director.
- h. All solar arrays installed on the project site shall consist of smooth glass photovoltaic solar panels without anti-reflective coating, a fixed tilt of 10 degrees and orientation of 180 degrees. Solar panels shall be limited to a total of 550,000 square feet, and the locations and coordinates shall be as specified in the glare study. Any deviation from these specifications (other than reduction in square footage of panels), including change in orientation, shall require a new solar glare analysis to ensure that the amended project does not result in any glare impacting the air traffic control tower or creation of any “yellow” or “red” level glare in the flight paths, and shall require a new hearing by the

Airport Land Use Commission.

- i. In the event that any glint, glare, or flash affecting the safety of air navigation occurs as a result of project operation, upon notification to the airport operator of an event, the airport operator shall notify the project operator in writing. Within 30 days of written notice, the project operator shall be required to promptly take all measures necessary to eliminate such glint, glare, or flash. An “event” includes any situation that results in an accident, incident, “near-miss,” or specific safety complaint regarding an in-flight experience to the airport operator or to federal, state, or county authorities responsible for the safety of air navigation. The project operator shall work with the airport operator to prevent recurrence of the incidence. Suggested measures may include, but are not limited to, changing the orientation and/or tilt of the source, covering the source at the time of day when events of glare occur, or wholly removing the source to diminish or eliminate the source of the glint, glare, or flash. For each such event made known to the necessary remediation shall only be considered to have been fulfilled when the airport operator states in writing that the situation has been remediated to the operator’s satisfaction.
- j. In the event that any electrical interference affecting the safety of air navigation occurs as a result of project operation, upon notification to the airport operator of an event, the airport operator shall notify the project operator in writing. Within 30 days of written notice, the project operator shall be required to promptly take all measures necessary to eliminate such interference. An “event” includes any situation that results in an accident, incident, “near-miss,” report by airport personnel, or specific safety complaint to the airport operator or to federal, state, or county authorities responsible for the safety of air navigation. The project operator shall work with the airport operator to prevent recurrence of the event. For each such event made known to the project operator, the necessary remediation shall only be considered to have been fulfilled when the airport operator states in writing that the situation has been remediated to the airport operator’s satisfaction.
- k. The Federal Aviation Administration has conducted aeronautical studies of the proposed project (Aeronautical Study No. Aeronautical Study No. 2022-AWP-12523-OE thru 2022-AWP-12526-OE) and has determined that neither marking nor lighting of the structure(s) is necessary for aviation safety. However, if marking and/or lighting for aviation safety are accomplished on a voluntary basis, such marking and/or lighting (if any) shall be installed in accordance with FAA Advisory Circular 70/7460-1 M and shall be maintained in accordance therewith for the life of the project.
- l. The proposed structures shall not exceed the prescribed heights as identified in the aeronautical study.
- m. The maximum height and top point elevation specified above shall not be amended without further review by the Airport Land Use Commission and the Federal Aviation Administration; provided, however, that reduction in structure height or elevation shall not require further review by the Airport Land Use Commission. The specific coordinates, frequencies, and power shall not be amended without further review by the Federal Aviation Administration.
- n. Temporary construction equipment used during actual construction of the structure(s) shall not exceed the prescribed heights as identified in the aeronautical study, unless

separate notice is provided to the Federal Aviation Administration through the Form 7460-1 process.

- o. Within five (5) days after construction of the structure reaches its greatest height, FAA Form 7460-2 (Part II), Notice of Actual Construction or Alteration, shall be completed by the project proponent or his/her designee and e-filed with the Federal Aviation Administration. (Go to <https://oeaaa.faa.gov> for instructions.) This requirement is also applicable in the event the project is abandoned or a decision is made not to construct the applicable structure.

#### **TPM 38292 - FINAL MAP RECORDATION**

- 42 **Application.** The Final Map application shall be submitted to the City Engineering Department with payment of appropriate fees for review and approval concurrently with the application to the City Engineer. The Final Map application shall include all necessary road dedications, appropriate easements and street vacations.
- 43 **Map Recordation.** Prior to recordation of the Final Map, the developer shall obtain the following clearances, approvals or actions:
  - a. Verification from the Planning Division that all pertinent conditions of approval have been met, as mandated by the Perris Municipal Code.
  - b. The landowner shall convey an avigation easement to the March Inland Port Airport Authority. Contact the March Joint Powers Authority at (951) 656-7000.
  - c. Any other required approval from an outside agency.

#### **PRIOR TO THE ISSUANCE OF GRADING PERMITS**

- 44 **Administrative Development Plan Review (ADPR) Entitlement** - An applicant who develops one of any of the seven (7) commercial buildings shall obtain approval of an Administrative Development Plan Review (ADPR) from the Planning Division. A separate application and fee will be required.
- 45 **Precise Grading Plans.** Precise grading plans shall be submitted to the City Engineer for review and approval. Grading plans shall be consistent with approved development plans.
- 46 **Traffic Control Plan.** A Traffic Control Plan shall be submitted for approval to the City Engineer.
- 47 **Southern California Edison.** Prior to issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner to complete the required forms prior to commencement of construction.
- 48 **Final Water Quality Management Plan (FWQMP).** Prior to the issuance of grading permits, an FWQMP is required to be submitted. To mitigate impacts related to pollutant loading to receiving waters and/or increased erosion/siltation resulting from the long-term operation of the project, the applicant shall develop, receive approval from the City, and implement an FWQMP. The FWQMP shall contain measures that will effectively treat all pollutants of concern and hydrologic conditions of concern, consistent with the Preliminary WQMP and developed in compliance with the MS4 permit. The FWQMP shall specifically identify pollution prevention, source control, treatment control measures, and other Best Management Practices (BMPs) that shall be used on-site to control predictable pollutant runoff to reduce impacts to water quality to the maximum extent practicable. The FWQMP shall substantially comply with site design, source control, and treatment control BMPs

proposed in the approved Preliminary Water Quality Management Plan (PWQMP).

- 49 **Planning Clearance.** The applicant shall first obtain clearance from the Planning Division to verify that all pertinent conditions of approval have been met.
- 50 **County Health Department License.** Food and beverage service shall be limited to pre-prepared items provided by catering companies, which shall have a valid food handling, preparation, and service license through the Riverside County Health Department.
- 51 **Alcohol Beverage Control (ABC) License.** All catering companies providing on-site and consumption alcohol sales and services shall have a valid Caterer's License (i.e., Type 58 or other) issued by the ABC at all times.

#### **PRIOR TO THE ISSUANCE OF BUILDING PERMITS**

- 52 **March Air Reserve Base and Perris Valley Airport.** Prior to building permit issuance, in accordance with conditions of approval by the Airport Land Use Commission (ALUC) letter dated April 14, 2022, the conditions of approval enumerated in the conditional approval letter shall be implemented to address the project's location within Airport Influence Area.
- 53 **Building Plans.** All Planning, Public Works, and Engineering Conditions of Approval shall be copied onto the approved building plans. Such conditions shall be annotated, directing the receiver to the sheet and detail(s) indicating satisfaction of the conditions. Also, the Mitigation and Monitoring Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings, and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP. Revise building elevations to include the following:
  - a. Work with staff on replacing the proposed accent color.
- 54 **Final Parcel Map Submittal.** Prior to the issuance of the first building permit, Tentative Parcel Map 38292 shall be submitted for Final Map approval to the City Engineering Department and be recorded with the County of Riverside, with proof of recording provided to the City Planning Division and Engineering Division. The Final Map shall conform substantially to the approved Tentative Map.
- 55 **Landscaping Plans.** Prior to the issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division for approval, accompanied by the appropriate filing fee. The plans shall be prepared by a California-registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The following treatments, consistent with the conceptual landscape plan or as conditioned herein, are required:
  - a. **Accent Landscaping.** Large trees (24" to 36" box) shall be included in the landscape design at all driveway entrances to the project site.
  - b. **Passenger Vehicle Parking Areas.** A minimum of 30% of trees shall be a 36-inch box or larger in passenger vehicle parking areas. Also, a minimum of one 24-inch box tree per six (6) parking stalls shall be provided.
  - c. **Conceal parking lot area.** All parking areas along the street frontages shall be screened by a minimum 36-inch-high shrub border using a double-row of 5-gallon shrubs at 3.6

- feet off center.
- d. **Street Trees.** All street trees within the public right of way shall be 24-inch box size or larger and planted a maximum of 30 feet on center within the parkway.
  - e. **Employee Amenity Areas.** The outdoor employee break area shall be landscaped to include shade trees and shade structures architecturally similar in colors and materials to the warehouse building.
  - f. **Enhanced Pavement.** Decorative pavement treatments (accent colors, textures, and patterns) shall be used for all driveway entrances and pedestrian pathways.
  - g. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation.
  - h. **Shade Tree.** The project shall provide throughout the parking lot.
  - i. **Water Conservation.** Rain-sensing override devices and soil moisture sensors shall be required on all irrigation systems. Landscaping shall comply with Zoning Code Chapter 19.70 ([www.cityofperris.org](http://www.cityofperris.org)) for mandated water conservation.
  - j. **Maintenance.** All landscaping shall be maintained in a viable growth condition.
  - k. **Accent Trees.** Replace the date-palm tree with a different accent tree.
  - l. **Up Lighting.** Provide up lighting on accent trees along the main Ramona Expressway entry.
- 56 **Site Plan Requirements.** The following shall be shown on the building plan check set for Planning staff review and approval:
- a. **Parking Stalls.** Parking stalls for passenger vehicles shall be striped in accordance with Chapter 19.69.030C.5b of the Zoning Code (double striping).
  - b. **Charging Stations.** The applicant shall install two Electric Vehicle charging stations for light-duty vehicles, and the station locations and specifications shall be included on the building plans.
- 57 **Screen Walls and Fencing.** Decorative screen walls shall screen views into truck courts from the public right of way (Webster Avenue, Ramona Expressway, and Nevada Road) and adjacent uses. Plans and details for the screen walls shall be included in the landscape plan check submittal package for review and approval by the Planning Division. Any changes to the approved wall and fence plan require review and approval of Planning Division staff. The following shall apply:
- a. **Decorative Wall.** The ten (10) foot-high CMU wall, including berm height, proposed along the south property line must be a decorative wall with pilasters spaced at 100-foot intervals and with endcaps incorporated as part of the design.
  - b. **Decorative Screen Walls.** Decorative screen walls shall be 14 feet in height with pilasters at

- every 100 linear feet and include a decorative cap, subject to the review and approval of the Planning Division.
- c. **Wrought iron Gates.** All tubular steel gates in public view shall be a minimum of eight (8) feet in height and be screened by a high-quality view-obscuring material, subject to Planning review and approval.
  - d. **Graffiti.** All block/tilt-up walls shall be treated with a graffiti-resistant coat.
  - e. **Knox boxes** are required for all gates and shall be approved by the Fire Marshal and issued by the Building Division.
- 58 **Site Lighting Plan.** A site lighting plan that complies with the City's Outdoor Lighting Regulations and Mount Palomar Observatory's Dark Sky Ordinance shall be approved. The lighting plan shall include photometric, fixture details, and standard light elevations to meet 2700 KV illumination or less (to provide adequate illumination). High-efficiency fixtures with full-cut-off shields shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. At least one foot-candle of light shall be provided in all parking lots and pedestrian areas for safety and security. All lighting shall be shielded downward to prevent light pollution from spilling onto adjacent parcels or the public right of way.
- 59 **Construction Plans.** All Planning Division and Engineering Department Conditions of Approval, proposed employee amenities, and the Mitigation Monitoring and Reporting Program shall be reproduced in full on construction drawings and grading plans immediately following the cover sheet of such plans. Each Condition shall be annotated on the construction plans for ease of reference (i.e., sheet and detail numbers).
- 60 **Fees.** The developer shall pay the following fees before the issuance of building permits:
- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
  - b. Multiple Species Habitat Conservation Plan fees currently in effect;
  - c. Current statutory school fees to all appropriate school districts;
  - d. Any outstanding liens and development processing fees owed to the City;
  - e. Appropriate Road and Bridge Benefit District fees;
  - f. Appropriate City Development Impact Fees in effect at the time of development.

**PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS:**

- 61 **City Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation before issuing a Certificate of Occupancy. This condition shall apply only to districts existing when the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:
- a. Landscape Maintenance District No. 1;
  - b. Flood Control Maintenance District No. 1;
  - c. Maintenance District No. 84-1;

- d. North Perris Community Facilities Assessment District; and
  - e. Any other applicable City Assessment and Community Facilities Districts
- 62 **Truck Routes.** The applicant shall notify all truck drivers of the truck routes adopted by the City Council. Signs shall be provided on-site and within the public right-of-way to direct all trucks to use designated truck routes only as approved by the Engineering and Planning Departments.
- For the Industrial Site, truck access shall be limited to I-215/Placentia Avenue Interchange, Frontage Road and Nevada Road only.
- Truck access to and from Webster Avenue, Ramona Expressway and Perris Boulevard is prohibited.
- 63 **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all pertinent conditions of approval have been met. The applicant shall have all the required paving, parking, walls, site lighting, landscaping, and automatic irrigation installed and in good condition.
- 64 **Outstanding Fees.** Any outstanding processing fees due to the Planning Division shall be paid prior to building occupancy.
- 65 **On-Site Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for a final landscape inspection after the installation of all landscaping and irrigation systems is completely operational. Before calling for a final inspection, the City's "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project and submitted to the project planner. The project planner shall sign off the "Certificate of Compliance" to signify code compliance and acceptance.
- 66 **Occupancy Clearance.** The applicant shall have all required paving, parking, screen walls, colors and materials (per approved elevation plans), site lighting, landscaping and automatic irrigation installed and in good condition prior to Planning sign off.

**END OF CONDITIONS**



## **Dennis Grubb and Associates, LLC**

*Assisting Cities Build Safe Communities*

### *Fire Department Development Review Comments*

April 6, 2022

City of Perris  
Attn: Mathew W. Evans  
135 N. D Street  
Perris, CA 92570-2200

**Subject: Development Plan Review for DPR21-00013**

As requested, a review of the subject property was completed. The following conditions shall apply.

1. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.
2. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Perris Municipal Code shall apply at the time the architectural plans are submitted for construction permits.
3. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 4,000 GPM for 4- hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.
4. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
5. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
6. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.
7. The Fire Department Connection (FDC) shall be located within 150 feet of a public fire hydrant. The fire hydrant shall be on the same side of the street. A vehicle access roadway/approach shall not be placed between the FDC and fire hydrant.
8. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
9. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street

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**(800) 975-7395 \* (951) 772-0007**

fronting the property and comply with California Fire Code Section 505.1 for size and color.

10. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.
11. The building shall be provided with an automatic fire sprinkler system in accordance with NFPA 13. Construction plans shall be submitted for review and approval to the City of Perris prior to installation.
12. Prior to building final, the building shall be provided with a Knox Lock key box located no more than seven-feet above the finished surfaced and near the main entrance door.
13. Prior to the issuance of a Certificate of Occupancy the building shall be provided with an emergency radio communication enhancement system. The emergency radio communication enhancement system shall meet the requirements of CFC § 510 and all applicable subsections. The system shall be installed and inspected by the City of Perris Building Department before the Certificate of Occupancy is issued. The requirement can be waived by the Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist license by FCC, who certifies the building meets the emergency communications capability as specified by the California Fire Code § 510. The certification shall be in the form of a written report which outlines the analysis used in determining the building meets the emergency communications without an enhancement system.

Respectfully,



Dennis Grubb, CFPE



# CITY OF PERRIS

STUART E. MCKIBBIN, CONTRACT CITY ENGINEER

## CONDITIONS OF APPROVAL

P8-1486

February 3, 2023

DPR 21-00013, CUP 21-05216, TPM 38292, SPA 21-05218

Ramona Gateway Commerce Center

SWC Ramona Expy. & Webster Av.

APNs 317-120-017, 317-130-017, -021, -025, and -048

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer provide the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and that their omission may require resubmittal for further consideration. These Ordinances and the following conditions are essential parts and requirements occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditions shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

In the event of a conflict between any conditions stated below, those imposed by Planning Department and others, and requirements identified in the approved Traffic Impact Analysis, the most stringent in the opinion of the City shall prevail.

### **General Conditions:**

1. The project grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

### **DEPARTMENT OF ENGINEERING**

24 SOUTH D STREET, SUITE 100, PERRIS, CA 92570

TEL.: (951) 943-6504 - FAX: (951) 943-8416

2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.

3. The developer/property owner shall provide for all traffic mitigation measures in compliance to the improvements as depicted in the Traffic Analysis prepared by Urban Crossroads dated May 10, 2022 and as conditioned below as approved by the City Engineer.

4. For the Industrial Site, site circulation shall be such that auto and truck access, circulation and parking are distinct and separate.

5. For the Industrial Site, truck access shall be limited to I-215/Placentia Avenue Interchange, Frontage Road and Nevada Avenue only.

Truck access to and from Webster Avenue, Ramona Expressway and Perris Boulevard is prohibited.

**Prior to Recordation of the Parcel Map:**

6. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.

7. The developer/property owner shall submit the following to the City Engineer and Riverside County Flood Control and Water Conservation District (RCFCD) for review and approval:

- a. Onsite Precise Grading Plan and Erosion Control Plans; plans shall show the WDID No.
- b. Street and Storm Drain Improvement Plans
- c. Traffic Signal Plans
- d. Signing and Striping Plans
- e. Water and Sewer Improvement Plans
- f. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
- g. Geotechnical Report
- h. Hydrology and Hydraulic Report
- i. Final WQMP (for reference)

The design shall be in conformance with Eastern Municipal Water District (EMWD), RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

8. Ramona Expressway is classified as an Expressway (184'/134') per the General Plan. Adequate right-of-way shall be dedicated on Ramona Expressway along the property frontage to accommodate a 92 foot half

width dedicated right-of-way plus adequate right-of-way and easement to accommodate the deceleration and acceleration lanes and the parkway/Class I Shared Use Path as approved by Planning Department and Public Works Department.

9. Nevada Avenue is classified as a Collector (66'/44') per General Plan. Adequate right-of-way shall be dedicated on Nevada Avenue along the property frontage to accommodate a 33 foot half width dedicated right-of-way plus adequate right-of-way and easement to accommodate the parkway/Class I Shared Use Path as approved by Planning Department and Public Works Department.

10. Webster Avenue is classified as a Secondary Arterial (94'/70') per General Plan. Adequate right-of-way shall be dedicated on Webster avenue along the property frontage to accommodate a 47 foot half width dedicated right-of-way plus adequate right-of-way and easement to accommodate the parkway/Class I Shared Use Path as approved by Planning Department and Public Works Department.

11. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.

12. All rights-of-way and easements shall be offered for dedication to the public or other appropriate agencies and shall continue in force until the City or the appropriate agency accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the City Engineer.

13. Relinquish and waive rights of access to and from Ramona Expressway, Nevada Avenue and Webster Avenue on the Map other than the access opening as shown on the site plan.

14. The developer/property owner shall make a good faith effort to acquire required offsite property interests, and if he or she should fail to do so, the developer/property owner shall, prior to submittal of the Final Map for recordation, enter into an agreement to complete the improvements. The agreement shall provide for payment by the developer/property owner of all costs incurred by the City to acquire the offsite property interests required in connection with the subdivision. Security of a portion of these costs shall be in the form of a cash deposit in the amount given in an appraisal report obtained by the developer/property owner (at developer/property owner cost). The appraiser shall be approved by the City prior to commencement of the appraisal.

15. The following statement shall be added to the Map:

"Notice of drainage fees" Notice is hereby given that this property is located in the Perris Valley Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483, et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the building permit for the map, and that the property owner prior to issuance of the building permit, shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

16. The developer/property owner shall sign the consent and waiver form to join the City's Lighting and Landscape Districts and City's Flood Control District as appropriate. The proposed streetlights and traffic signals shall be maintained by the City and cost paid by the developer/property owner through the said annexation.

**Prior to Issuance of Grading Permit:**

17. The developer/property owner shall submit the following to the City Engineer and Riverside County Flood Control and Water Conservation District (RCFCD) for review and approval:

- a. Onsite Precise Grading Plan and Erosion Control Plans; plans shall show the WDID No.
- b. Street and Storm Drain Improvement Plans
- c. Traffic Signal Plans
- d. Signing and Striping Plans
- e. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
- f. Geotechnical Report
- g. Hydrology and Hydraulic Report
- h. Final WQMP (for reference)

The design shall be in conformance with Eastern Municipal Water District (EMWD), RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

18. The developer/property shall install a storm drain bypass system from the future detention basin on the west side of Nevada Avenue to Webster Avenue, through the Industrial Site. This system shall be connected, via underground storm drain facility, to the Perris Valley Master Drainage Plan Facility Line E-7. The system shall accommodate the 100 year storm event and its type, design and alignment shall be as approved by the City Engineer.

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TEL.: (951) 943-6504 - FAX: (951) 943-8416

19. The runoff from the Retail Site and the Industrial Site shall be collected onsite and shall be connected, via underground storm drain facility, to Perris Valley Master Drainage Facility Line E-7 as approved by the City Engineer.

20. The channel along the southerly property boundary of the Industrial Site shall be improved to include standard channelization and standard headwall structures in order to facilitate regular standard maintenance in coordination with the School District and as approved by the City Engineer. The system shall be connected, via underground storm drain facility, to the Perris Valley Master Drainage Plan Facility Line E-7 as approved by the City Engineer.

21. Four points of access/driveways are permitted to the Retail Site:

- Two driveways on Ramona Expressway:
  - The westerly driveway shall be signalized to accommodate full turning movements, and
  - The easterly driveway shall be restricted to right-in only (the easterly return of the driveway shall be reversed.)
- One driveway on Nevada Avenue; this driveway shall be restricted to right-in/right-out only.
- One driveway on Webster Avenue; a focused traffic analysis shall be provided to determine the extent of turning movements at this driveway as approved by the City Engineer.

22. Four points of access/driveway are permitted to the Industrial Site:

- Three driveways on Nevada Avenue:
  - The northerly driveway shall be designated for truck access only and restricted to right-in/left out only (the northerly return of the driveway shall be reversed),
  - The middle driveway shall be designated for truck access only and restricted to right-in/left out only (the northerly return of the driveway shall be reversed), and
  - The southerly driveway shall be designated for auto access only.
- One driveway on Webster Avenue. This driveway for auto access only.

23. The driveways shall be per County of Riverside Standard No. 207A and shall include wet set concrete truncated domes in compliance to ADA standards and requirements.

24. The developer/property owner shall pay to the City \$500,000 for their contribution towards I-215/Ramona Expressway Interchange and I-215/Harley Knox Boulevard Interchange and other improvements. This one-time contribution is above and beyond DIF, TUMF, RBBB and other City fees, and is not reimbursable.

**Prior to Issuance of Building Permit:**

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

26. Water and sewer Improvement Plans, per Fire Department and Eastern Municipal Water District (EMWD) standards, shall be submitted to the City Engineer for review and approval.

27. Fire Department and EMWD approvals of the Water Improvement Plans are required prior to City Engineer's approval.

28. Paved access shall be provided to the proposed buildings per the Precise Grading Plans.

29. The developer/property owner shall submit a compaction certification from the Soils Engineer in compliance with the approved geotechnical/soils report.

**Prior to Issuance of Certificate of Occupancy:**

30. Ramona Expressway (Expressway - 184'/134') along the property frontage within the dedicated right-of-way shall be improved to provide for deceleration and acceleration Lanes, width and length as determined by the project Traffic Engineer as approved by the City Engineer, asphalt paving (using a TI of 11.0 and PG 70-10), 8 inch curb and gutter and Class I Shared Use Path per the Active Transportation Plan and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.

31. An additional vehicular travel lane shall be provided on westbound Ramona Expressway from Webster Avenue to Nevada Avenue. Caltrans and/or Riverside Transportation Department may then evaluate whether restriping of Ramona Expressway west of Nevada Avenue is required to provide an adequate receiving lane and transition to the I-215 freeway

onramp. If, after this evaluation, it is determined that restriping is required, and the developer/property is unable to obtain the required encroachment permit, then the City Engineer, in his sole and absolute discretion, may allow the developer/property owner to provide a \$25,000 in lieu payment.

32. Nevada Avenue (Collector – 66'/44') along the property frontage within the dedicated right-of-way shall be improved to provide asphalt paving (using a TI of 11.0 and PG 70-10), 6 inch curb and gutter and Class I Shared Use Path per the Active Transportation Plan and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards per General Plan.

33. Webster Avenue (Secondary Arterial – 94'/70') along the property frontage within the dedicated right-of-way shall be improved to provide asphalt paving (using a TI of 11.0 and PG 70-10), 6 inch curb and gutter and Class I Shared Use Path per the Active Transportation Plan and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards per General Plan.

34. The 13 foot wide Class I Shared Use Path shall include an 8 foot wide concrete section with 2 foot wide Decomposed Granite (DG) strips on both sides of the concrete section, enclosed by 6 inch mow curbs.

35. Traffic signals shall be installed at the intersection of Ramona Expressway and Nevada Avenue and at the intersection of Ramona Expressway and the westerly driveway to the Retail Site.

36. The traffic signal at the intersection of Ramona Expressway and Webster Avenue shall be modified to accommodate the improvements.

37. The extent of the design of the traffic signals shall be as approved by the City Engineer.

38. Installation of the drainage infrastructure, as specified above, shall be completed and accepted by the City Engineer.

39. The conditions of the existing pavement on Ramona Expressway, Nevada Avenue and Webster Avenue along the property frontage shall be evaluated by the developer/property owner in order for the City Engineer to determine the extent of pavement rehabilitation. If the existing pavement is in good condition, the developer/property owner may use grind and overlay technique as determined by the City Engineer.

40. The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer.

**DEPARTMENT OF ENGINEERING**

24 SOUTH D STREET, SUITE 100, PERRIS, CA 92570  
TEL.: (951) 943-6504 - FAX: (951) 943-8416

41. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.

Stuart McKibbin  
Contract City Engineer



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

# MEMORANDUM

**Date:** November 29, 2021

**To:** Matthew Evans, Project Planner

**From:** Michael Morales, CIP Manager

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

**Subject: DPR 21-00013 – Conditions of Approval**

Proposal to construct an 850,224 square feet industrial building and a 37,215 square foot commercial shopping center within the Perris Valley Commerce Center Specific Plan.

- 
- Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
    - **Ramona Expressway** - Provide offer of dedication as needed to provide for full half width Street (184' (92' halfwidth), Class 1 shared use path (pedestrian and bicycle), curb gutter, median, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 25' public parkway from face of curb.
    - **Nevada Ave** - Provide offer of dedication as needed to provide for full half width Street (66' (33' halfwidth), Class 1 shared uses path (pedestrian and bicycle), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum public parkway, plus an additional 5' easement, totaling 16' public parkway from face of curb. The additional 5' of landscape easement shall be required to provide for the Class 1 shared use (pedestrian/bicycle) path, to be integrated within the parkway landscape.
    - **Webster Ave** - Provide offer of dedication as needed to provide for full half width Street (94' (47' halfwidth), Class 1 shared uses path (pedestrian and bicycle), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum public parkway, plus an additional 1' easement, totaling 16' public parkway from face of curb. The additional 1' of landscape easement shall be required to provide for the Class 1 shared use (pedestrian/bicycle) path, to be integrated within the parkway landscape.
  - 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 **DPR21-00013**" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

- a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:
- **Ramona Expressway** – Per 6.0-13 Streetscape Landscape design guidelines and planting pallet for Expressway and figure 6.0-3 of the PVCCSP for sizing and spacing requirements. Planting will complement the planting pallet east of this project along Ramona Expressway prior to Indian Ave. Primary trees: Platanus acerifolia London plane tree, secondary tree Lagerstroemia Indica Tonto Crape Myrtle, Olea Europaea Majestic Beauty Fruitless olive multi trunk in alternating Groups of three. Use of drought resistant shrubs and ground cover including but not limited to the following: Callistemon Viminalis Dwarf weeping bottle brush, Grevillea Noellii Noel Grevillea, Officinalis rosemarinus Hunting Carpet rosemary, Tulbaghia Violagea Tricolor Society Gralic.
  - **Ramona Expressway Median** - Per 6.0-13 Streetscape Landscape design guidelines and planting pallet for Expressway and figure 6.0-3 of the PVCCSP for sizing and spacing requirement. The planting and design shall follow the Perris Valley Commerce Specific Plan as shown in the Streetscape Landscape design guidelines and consist of the following: Trees Washingtonia filifara California Fan Palm, Cercidium floridum Blue Palo Verde Multi Trunk. The use of drought restraint shrub and ground cover to complement existing median east of this project within Ramona Expressway, including but not limited to the following: Dasylyrion wheeleri Desert Spoon, Helictotrichon sempervirens Blue Oat Grass, Officinalis Rosmarinus Huntington Carpet Rosemary, Anigozanthos "Big Red" Kangaroo Paw, Tulbaghia violacea Society Garlic. The use of Cobble, gravel, and decomposed gannet to complement existing median east of this project.
  - **Nevada Ave.** – Per 6.0.21 Streetscape Landscape design guidelines and planting pallet for Collector Road and Figure 6.0-9 of the PVCCSP for sizing and spacing requirements. The planting will consist of the following, Primary Trees: Platanus acerifolia London Plane. Use of drought resistant shrubs and groundcover including but not limited to the following: Yucca falaccida Gold Garland Yucca, Pennisetum alopecuroides Dwarf Fountain Grass, Lantana swllowiana Trailing Lantana, use of native boulders from Perris area.
  - **Navada Ave. to Include Class 1 Shared Use Bicycle Path.** Provide a shared use path, in accordance with the Design Guidelines provided in Section 4 "Mixed Use Tool Kit" of the City's Active Transportation Plan complete with mow curb, decomposed granite, and asphalt paving along roadway west/east of centerline. The configuration will approximate the following: 2' Decomposed Granite Pedestrian path (with 6" mow curb), 8' wide asphalt bicycle path, 2' Decomposed Granite Pedestrian path (with 6" mow curb), and 6" mow curb. Asphalt path will be a minimum of 3" asphalt concrete over a 4" class 2 base. Total width of shared use path will be 12'.
  - **Webster Ave** – Per 6.0-18 Streetscape Landscape design guidelines and planting pallet for Secondary Arterial and Figure 6.0-7 of the PVCCSP for sizing and spacing requirements. Planting will consist of the following, Trees: Lagestroemia indica fauriei Tuscarora Crape Myrtle and Prunus blireana Blireana

Flowering Plum in alternating groups of three. Use of drought resistant shrubs and groundcover including but not limited to the following: Lantana camara Patriot Rainbow Compact Lantana, Lantana New Gold, Raphiolepis umbellata Dwarf Yedda Hawthorn, Tachelospermum asiaticum Asian Jasmine.

- **Webster to Include Class 1 Shared Use Bicycle Path.** Provide a shared use path, in accordance with the Design Guidelines provided in Section 4 "Mixed Use Tool Kit" of the City's Active Transportation Plan complete with mow curb, decomposed granite, and asphalt paving along roadway west/east of centerline. The configuration will approximate the following: 2' Decomposed Granite Pedestrian path (with 6" mow curb), 8' wide asphalt bicycle path, 2' Decomposed Granite Pedestrian path (with 6" mow curb), and 6" mow curb. Asphalt path will be a minimum of 3" asphalt concrete over a 4" class 2 base. Total width of shared use path will be 12'.
  - **Intersection of Ramona Expressway and Nevada Ave. (S/E Corner) –** Visual enhancement may include but shall not be limited to two tier masonry planters with stucco fascia in crescent shape to scale of setback, proposed by applicant, and Entry Monument Design, shown in Figure 6.0.12 constructed to the Specifications and Construction Details found in the City of Perris Gateway Entry Construction Plans, to be provided by the City of Perris. Install trees, (in a semi-circle or crescent shape on the upper level), with two levels of drought tolerant shrubs in mid-and foreground planters, as depicted in Figure 6.0-15. See Section 5.2.1 and Figure 50-5B.
- b. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or equal on flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal), Rainbird Master Valve PESB-R or equal. Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (WeatherTrak ET Pro3 Smart Controller, or equal, with Rain Sensor). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.
- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the

off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.

- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.
  - g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
  - h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all gravel, rock, or cobble areas.
  - i. **Wire Mesh and Gravel at Pull Boxes-** Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.
  - j. **Concrete Maintenance Band at Medians and Mortar Cobble turn Land** – Provide 12" wide concrete maintenance band (safety edge) around entire median. At turn pockets provide mortared cobble creek bed, round stone sized 6" to 12".
  - k. **Perimeter Walls Graffiti Coating** – Provide anti-graffiti coating at all perimeter walls. Acceptable products shall include Vitrocem Anti-Graffiti Coating or equal.
4. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 657-3280 to schedule inspections.
- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
  - **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
  - **Inspection #3** - Landscaping installed, irrigation system fully operational, and request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.
  - **Turn-Over Inspection**– On or about the one-year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead

plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one-year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.

5. **One Year Maintenance and Plant Establishment Period**-The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one-year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees, and shrubs in a viable growth condition. Prior to the start of the one-year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.
  
6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
  - a. **Street Lighting**-If Street lighting is required, lighting shall meet the type, style, color, and durability requirements, necessary for energy efficiency goals, maintenance, and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Streetlights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
  - b. **Acceptance By Public Works/Special Districts**- Lighting District facilities required by the City Engineer's Office shall be installed and fully operational and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to

obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.

7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
  - **Storm Drain Screens-**If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe. Connector pipe screens shall meet the type, style, and durability requirements of the Public Works Engineering Administration and Special Districts Division.
  - **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
  - **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.
8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.
9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):

- **Consent and Waiver for Maintenance District No. 84-1-New Street** lighting proposed by the project, as determined by the City Engineer
  - **Consent and Waiver for Landscape Maintenance District No. 1** –New off-site parkway and landscape, median, and shared use path proposed by the project on Ramona Expressway, Nevada Ave, and Webster Ave.
  - **Petition for Flood Control Maintenance District No. 1** -For Off-site Flood Control Facilities proposed by the project, as determined by the City Engineer.
- Original notarized document(s) to be sent to:  
Daniel Louie  
Wildan Financial Services  
27368 Via Industria, #200  
Temecula, CA 92590
- a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
  - i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
  - ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.
  - iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
  - iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
  - v. Confirmation by the City Council completes the annexation process, and the condition of approval has been met.



# CITY OF PERRIS

COMMUNITY SERVICES

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## MEMO

**Date:** May 26, 2023

**To:** Patricia Brenes, Project Planner

**From:** Sabrina Chavez, Director of Community Services

**Cc:** Arcenio Ramirez, Assistant Director of Community Services  
Arturo Garcia, Parks Manager  
Joshua Estrada, Parks Coordinator

**Subject:** Development Plan Review 21-00013 – Ramona Gateway Warehouse –  
Comments

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Community Services Staff reviewed DPR 21-00013 and offer the following comment(s):

### Development Impact Fees

- The Project is subject to payment of Industrial Park Development Impact Fees.
- The Project is subject to payment of Residential Park Development Impact Fees.
- This Project is subject to payment of Public Art Development Impact Fees.

### Special Districts

- The project shall annex into the Community Facilities District No. 2018-02 (Public Services)

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

Planning Case File No(s): DEVELOPMENT PLAN REVIEW #21-00013

Case Planner: Mathew Evans (951) 943-5003,

Applicant: Daniel Sachs

Location: SW Corner of Ramona Expressway and Webster Ave

Project: Proposal to construct a 850,224 SF industrial building, and a 37,215 SF shopping center

APN(s): 317-120-017, 317-130-017 – 021 and 048

Reviewed By: David J. Martinez, CBO

Date: 10-19-2021

**BUILDING AND SAFETY CONDITIONS**

1. Shall comply with the latest adopted State of California 2019 editions of the following codes as applicable:
  - A. 2019 California Building Code
  - B. 2019 California Electrical Code
  - C. 2019 California Mechanical Code
  - D. 2019 California Plumbing Code
  - E. 2019 California Energy Code.
  - F. 2019 California Fire Code
  - G. 2019 California Green Building Standards Code.
2. You will be required to provide proper fire access to the entire site.
3. The proposed site will have to comply with the new EV charging station regulations.
4. You will have to comply with the Title 24 and ADA Access regulations for the complex and the site.
5. You will have to comply with the Solar regulations
6. No building will be allowed to be built over any parcel lines. The Parcel Map must be recorded prior to the issuance of any building permits

**PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS**

1. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this project:

- A. Precise grading plans shall be approved
- B. Rough grading completed
- C. Compaction certification
- D. Pad elevation certification
- E. Rough grade inspection signed off

**FIRE CONDITIONS: To Be provided by Dennis Grubb**

# **ATTACHMENT 5**

Approved Site Plan and Building Elevations  
(For information purposes only)



LANDSCAPE PLAN  
 Scale: 1" = 70'  
 June 20, 2022



PERRIS RAMONA EXPRESSWAY AND WEBSTER AVENUE  
 PERRIS, CALIFORNIA

# Ramona Gateway Retail Project



Ramona Expressway - Retail Entry

**RG&A**  
Office of Architectural Design  
15211 South Parkways, Suite 100  
Perris, CA 92570  
T 951-241-0000  
F 951-241-0025

DATE: 08/11/11
PROJECT: 11-001
SHEET: 11-001-01

RAMONA GATEWAY  
COMMERCE CENTER  
1000 WEBSTER AVENUE  
CITY OF PERRIS, CA

**deca**  
PERRIS LANDCO, LLC  
1000 WEBSTER AVENUE  
CITY OF PERRIS, CA 92570  
TEL: 951-241-0000  
WWW.PERRISLANDCO.COM

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	08/11/11
2	ISSUED FOR CONSTRUCTION	08/11/11
3	ISSUED FOR AS-BUILT	08/11/11

DATE: 08/11/11	PROJECT: 11-001
SHEET: 11-001-01	TITLE: SITE PLAN
SCALE: AS SHOWN	DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN	DATE: 08/11/11

SITE PLAN



# **ATTACHMENT 6**

City Council Agenda Submittal Report without  
Exhibits – March 14, 2023



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:**

March 14, 2023

**SUBJECT:**

Specific Plan Amendment (SPA) 21-05218, Tentative Parcel Map (TPM-38292), Development Plan Review (DPR) 21-00013, Conditional Use Permit (CUP) 21-05216, and Development Agreement (DA) 22-05297 – A proposal to facilitate the construction of a 950,224 square-foot industrial facility and a commercial development located on the southerly side of Ramona Expressway between Nevada Road and Webster Avenue consisting of the following: 1) Specific Plan Amendment to rezone 42.22 acres of a larger 49.17 acre site from Business Park Office (BPO) Zone and Commercial (C) Zone to Light Industrial (LI) Zone, and to remove a paper street from the Circulation Plan in the Perris Valley Commerce Center Specific Plan (PVCCSP); 2) Tentative Parcel Map to subdivide 49.17 acres into 8 parcels; 3) Development Plan Review for the site plan and building elevations; 4) Conditional Use Permit to permit a vehicle fuel station with a convenience store, car wash, four drive-throughs establishments within the proposed commercial development; and 5) Development Agreement for specific project improvements and community benefits. (APNs: 317-120-021, 317-130-017, -021, -025 and -048. Applicant: Daniel Sachs of DECA Perris Land Co, LLC.

**REQUESTED ACTION:**

Adopt Resolution Number (*next in order*) to certify the Final Environmental Impact Report (SCH 2022040023), and adopt the Mitigation and Monitoring and Reporting Program, the Findings of Fact, and the Statement of Overriding Considerations related to the significant environmental impacts resulting from the project;

Adopt Resolution Number (*next in order*) to approve Tentative Parcel Map (TPM-38292), Conditional Use Permit (CUP) 21-05216 and Development Plan Review 21-00013 to facilitate the construction of a 950,224 square foot industrial distribution building, and a commercial development, based on the findings and subject to the Conditions of Approval; and

Introduce First Reading of Ordinance Number (*next in order*) approving Development Agreement 22-05297 and Specific Plan Amendment 21-05218 to change the land use designation of 42.22

acres of a larger 49.17 acre site from BPO Zone to LI Zone and making findings of support thereof.

**CONTACT:** Kenneth Phung, Director of Development Services

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**BACKGROUND/ PROJECT DESCRIPTION:**

On February 15, 2023, the Planning Commission voted 3-1 to recommend approval to the City Council of the Ramona Gateway project located on the southerly side of Ramona Expressway between Nevada Road and Webster Avenue, consisting of 950,224 square-foot industrial building and 37,215 square feet of commercial development with the following entitlements: 1) Specific Plan Amendment to rezone 42.22 acres of a larger 49.17-acre site from Business Park Office (BPO) Zone and Commercial (C) Zone to Light Industrial (LI) Zone, and to remove a paper street from the Circulation Plan in the PVCC Specific Plan; 2) Tentative Parcel Map to subdivide 49.17 acres into eight (8) parcels; 3) Development Plan Review for the site plan and building elevations; 4) Conditional Use Permit to permit a vehicle fuel station with a convenience store, car wash, four drive-throughs establishments within the proposed commercial development; and 5) Development Agreement for specific project improvements and community benefits. The surrounding uses include vacant property zoned Commercial and Potential Detention Basin to the west, an entitled commercial development across Ramona Expressway to the north that is currently vacant land, the Val Verde Academy and Val Verde High School to the south, and vacant property to the east across Nevada Road zoned Light Industrial.

*Development Agreement:*

As part of the Development Agreement, the following community benefits are proposed; 1) A "Welcome to Perris" monument sign proposed on the Ramona Expressway median; 2) Contribution of \$776,634 for the Perris Downtown Skill Training & Job Placement Center; 3) Contribution of \$200,000 to the Val Verde High School's Career and Technical Education (CTE) Program; 4) Contribution of \$27,000 to the Val Verde Academy to fund the garden modernization project; and 5) at least one retail business is required to be in operation and open to the public prior to releasing occupancy for the industrial building. Other physical benefits outlined in the Development Agreement include a \$1.9 million regional storm drain improvement that starts from the westerly boundary of the site at Nevada Avenue and connects to the existing Master Plan Drainage Facility (Line E) at the northeast corner of Ramona Expressway and Webster Avenue. As a matter of information, a Preliminary Review Application for Starbucks has been submitted to the Planning Division for review and comments. The Development Agreement also includes a 10-year term to ensure the public benefits are completed to the City's satisfaction.

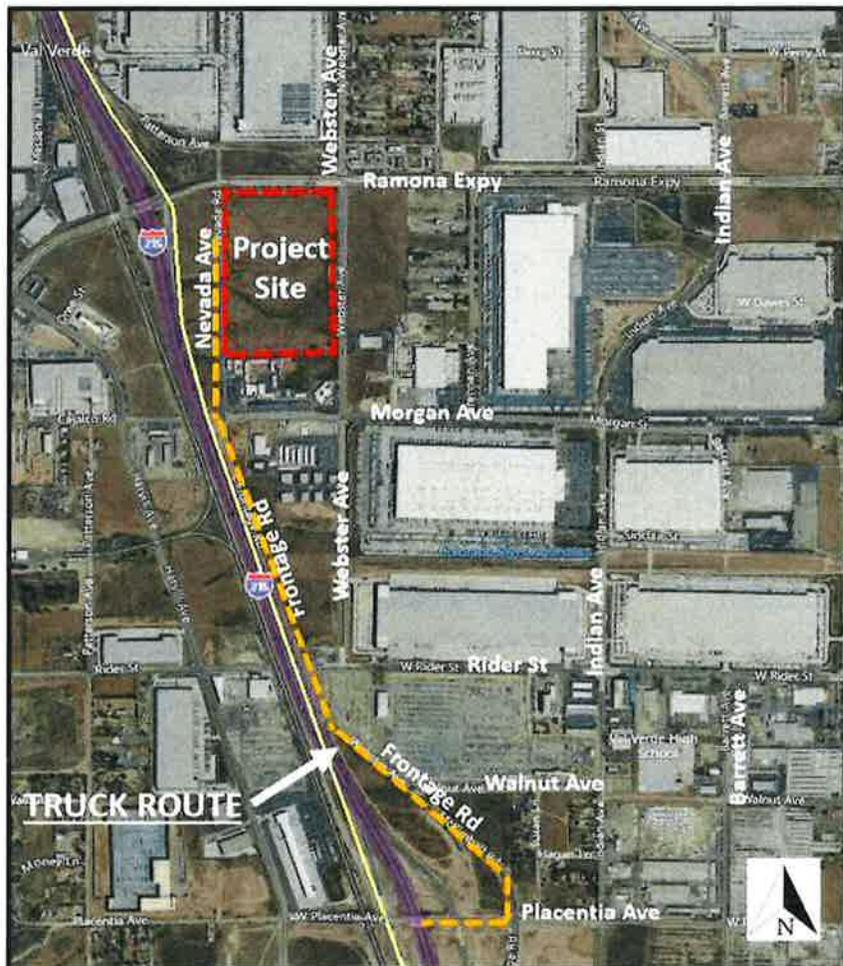
*Public Outreach:*

A scoping meeting was conducted on July 20, 2022, for the EIR. To address the concerns expressed by the Planning Commission, the applicant conducted public outreach in the community and sent out a flyer/survey letter regarding the project and contacted the Val Verde Schools south of the site to address their concerns. The applicant has also contacted the Chamber of Commerce.

As a result of their outreach, they obtained a total of 112 support letters from Perris residents and the Chamber of Commerce supporting the project. In response to the concerns regarding the adjacent schools to the south, the applicant reached out to the schools. They now support the project, as the developer agreed to install a ten (10) foot-high wall along the south property line shared with the school and correct a drainage issue on the school site.

*Truck Circulation:*

The developer worked with Val Verde High School representatives to revise the site circulation to place truck traffic on Nevada Avenue, away from the drop-off and pick-up areas for the students on Morgan Street and Webster Avenue. Truck access is now proposed via the two most northerly driveways along Nevada Road, which are restricted to right-in/left-out turning movements to preclude truck access to Ramona Expressway. The two most southerly driveways on Webster Avenue and Nevada Road are designated for passenger vehicles only (Attachments 8 and 9). Truck circulation is limited to and from I-215/Placentia Avenue Interchange via Placentia Avenue and Interstate 215 Frontage Road/Nevada Road. Truck access to and from Ramona Expressway is prohibited.



## **PLANNING COMMISSION MEETING:**

### *Public Comments*

At the February 15, 2023, Planning Commission hearing, four (4) people spoke in support of the project, Stacy Dedeaux, Principal of Val Verde High School and Academy; Allen Lynch of Lynch Group representing Starbucks; Rumzi Alabbasi of Alabbasi Construction & Engineering, who intends to build the fuel station with a convenience store on the project site; and Alan Robertson, Peninsula Retail Partners, who has interested retail operators who want to develop on the commercial pads if the project is approved. Members of LIUNA (Laborers' International Union of North America) were also present, and two (2) spoke in support of the project as it would bring living wage jobs to union laborers in the area and expressed appreciation for the funding that would be allocated for the Perris Downtown Skill Training & Job Placement Center. Letters of support were also received by staff regarding this project from Val Verde High School and Academy, Allen Lynch of Lynch Group representing Starbucks, Marwan Alabbasi of Alabbasi Construction & Engineering, Perris Valley Chamber of Commerce, and Val Verde Unified School District (Attachment 10).

### *Discussion*

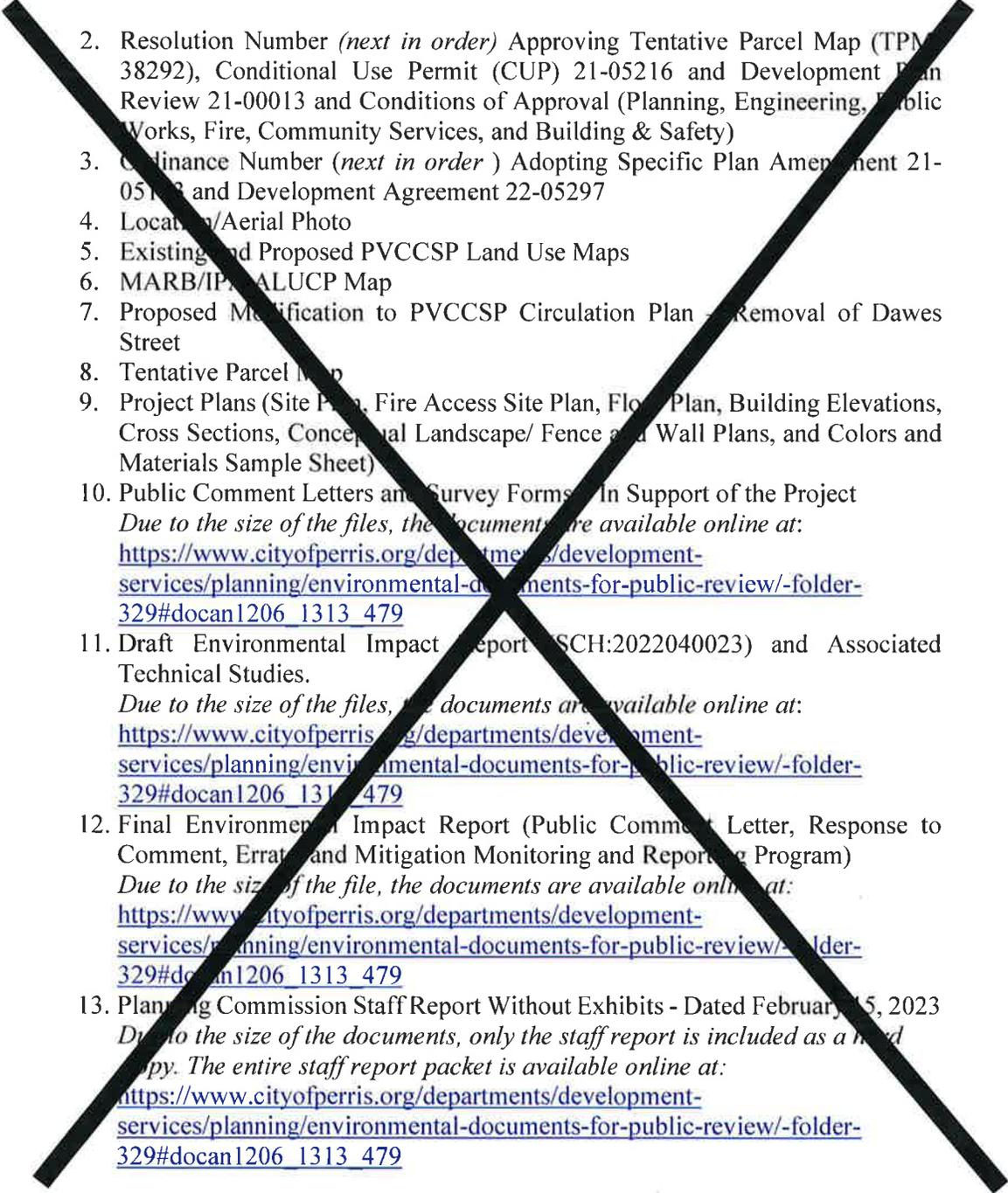
At the February 15, 2023, meeting, the Planning Commission expressed that the warehouse design was appealing and appreciated the developers' outreach to Perris residents, the Chamber of Commerce, and Val Verde Schools to gain support as expressed by the Planning Commissioners during the EIR Scoping meeting on July of 2022. They were particularly appreciative of the developer working closely with the Val Verde School Principal to address the school's concerns by redesigning the project by putting truck access on Nevada Avenue, resolving an ongoing drainage at the school site, and installing a 10-foot-high wall adjacent to the school site as part of the project proposal. The commitment to have at least one retail business open to the public prior to releasing occupancy for the industrial building. Plus, the developer will construct all the off-site infrastructure improvements adjacent to the commercial site (i.e., roadway widening, traffic signals, and pedestrian access), including a Welcome to Perris sign, estimated to cost approximately 2.2 million dollars.

After listening to public comments, the applicant's commitment to addressing the school's concerns, and the community benefits proposed in conjunction with the project, the Planning Commission recommended approval of the project 3-1.

## **ENVIRONMENTAL DETERMINATION:**

An Environmental Impact Report (SCH 2022040023) was completed in compliance with the California Environmental Quality Act (CEQA) Guidelines (Attachments 11 and 12). The EIR concludes that all impacts have generally been reduced to less than significant or have been reduced to below the level of significance with the implementation of mitigation measures, except for results related to air quality, cumulative GHG emissions, and transportation which have been identified as significant and unavoidable. Adoption of a Statement of Overriding Consideration would be required to approve the project.



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2. Resolution Number (*next in order*) Approving Tentative Parcel Map (TPM 38292), Conditional Use Permit (CUP) 21-05216 and Development Plan Review 21-00013 and Conditions of Approval (Planning, Engineering, Public Works, Fire, Community Services, and Building & Safety)
  3. Ordinance Number (*next in order*) Adopting Specific Plan Amendment 21-05173 and Development Agreement 22-05297
  4. Location/Aerial Photo
  5. Existing and Proposed PVCCSP Land Use Maps
  6. MARB/IPA/ALUCP Map
  7. Proposed Modification to PVCCSP Circulation Plan – Removal of Dawes Street
  8. Tentative Parcel Map
  9. Project Plans (Site Plan, Fire Access Site Plan, Floor Plan, Building Elevations, Cross Sections, Conceptual Landscape/ Fence and Wall Plans, and Colors and Materials Sample Sheet)
  10. Public Comment Letters and Survey Forms in Support of the Project  
*Due to the size of the files, the documents are available online at:*  
[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206_1313_479)
  11. Draft Environmental Impact Report (SCH:2022040023) and Associated Technical Studies.  
*Due to the size of the files, the documents are available online at:*  
[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206_1313_479)
  12. Final Environmental Impact Report (Public Comment Letter, Response to Comment, Errata and Mitigation Monitoring and Reporting Program)  
*Due to the size of the file, the documents are available online at:*  
[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206_1313_479)
  13. Planning Commission Staff Report Without Exhibits - Dated February 15, 2023  
*Due to the size of the documents, only the staff report is included as a hard copy. The entire staff report packet is available online at:*  
[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-329#docan1206_1313_479)

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



10.P.

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** Professional Services Agreement with Kimley-Horn and Associates, Inc. for Traffic Analysis Services relating to Ethanac Road and Menifee's Economic Development Corridor-Northern Gateway Areas.

**REQUESTED ACTION:** The City Council (1) determined that it is in the best interest of the City to contract with Kimley-Horn and Associates, Inc. pursuant to the Agreement; (2) Approve the attached Agreement with Kimley-Horn and Associates, Inc. in an amount not-to-exceed \$124,750; and (3) authorize the City Manager to execute the Agreement, subject to City Attorney approval as to form.

**CONTACT:** Robert Khuu, City Attorney

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### **BACKGROUND/DISCUSSION:**

The City of Perris and the City of Menifee share a border at the southside of Perris on Ethanac Road between Goetz Road and Barnett Road. The City of Menifee is to the immediate south of Ethanac Road in this area. Menifee has established the area as their "Economic Development Corridor - Northern Gateway" ("Menifee EDC-NG") and is currently processing several land use development applications for proposed industrial development. As the development in Menifee occurs, so too will the related roadway network that will serve those Menifee developments which will potentially impact Ethanac Road and areas in Perris to the north of Ethanac Road. Perris has a desire to ensure that the roadway network developed within Menifee in that area complements Perris' adjacent roadways in the area and, further, to ensure the health and safety of Perris' residents living in that area.

The proposed agreement with Kimley-Horn Associates, Inc. ("Kimley-Horn") would be for the purpose of preparing a "Master Circulation Plan Study" that will provide information to both Perris and Menifee for the roadway development discussed above. This, in turn, will allow both cities to work together to foster development of a circulation plan in that area that benefits all involved. As a result, both cities would fund one half of the total cost of this study.

Information provided by the traffic study would assist both cities in the collaborative creation of a circulation plan for the area. The study will examine the development of a potential truck corridor north of a Southern California Edison transmission corridor between Wheat Street and Barnett Road. Further, this corridor would also include widening Barnett Road and realigning the Ethanac Road and Barnett/Case Roads intersection. The study would include the following tasks: (1) Traffic Volume

Development; (2) Left Turn Queuing Analysis; (3) Safety Review; (4) Truck Corridor Analysis and Report; (5) Preliminary Alignment Study – Truck Access Road; and (6) Project Management and Coordination. These tasks are further detailed in the attached agreement. Further, this study would, in conjunction, examine the following 4 potential options/scenarios:

**Option 1 – No Build Condition (No Truck Corridor)**

- Inbound and outbound trucks would access the industrial sites within the Menifee EDC-NG area via Ethanac Road.
- 100% of inbound and outbound trucks would access the Menifee EDC-NG area via the Ethanac Road/I-215 freeway interchange.

**Option 2 – One-way Inbound Truck Corridor (Westbound Only)**

- Inbound trucks would access the industrial sites within the Menifee EDC-NG area via the proposed Truck Corridor via Barnett Road from Ethanac Road.
- Outbound trucks would exit the industrial sites within the Menifee EDC-NG area via Ethanac Road.
- 100% of inbound and outbound trucks would access the Menifee EDC-NG area via the Ethanac Road/I-215 freeway interchange.

**Option 3 – Two-way Truck Corridor (10% Inbound Trucks from Case Road)**

- Inbound and outbound trucks would access the industrial sites within the Menifee EDC-NG area via the proposed Truck Corridor. Trucks would enter/exit the proposed Truck Corridor via Barnett Road or Evans Road from Ethanac Road. It is assumed that a majority of truck traffic will access the Menifee EDC-NG via Barnett Road from Ethanac Road. Only development projects with direct access to Evans Road within the EDC-NG will assume truck traffic access to the Menifee EDC-NG via Evans Road from Ethanac Road.
- 90% of inbound trucks would access the Menifee EDC-NG via Evans Road from Ethanac Road.
- 10% of inbound trucks would access Menifee EDC-NG area via the Bonnie Drive/I-215 freeway interchange just north of the Menifee EDC-NG area and Case Road north of Ethanac Road.
- 100% of outbound trucks would exit the EDC-NG area via the Ethanac Road/I-215 freeway interchange.

**Option 4 – Two-way Truck Corridor (100% of Trucks from Ethanac Road/I-215 Interchange)**

- Inbound and outbound trucks would access the industrial sites within the Menifee EDC-NG area via the proposed Truck Corridor. Trucks would enter/exit the proposed Truck Corridor via Barnett Road or Evans Road from Ethanac Road. It is assumed that a majority of truck traffic will access the Menifee EDC-NG via Barnett Road from Ethanac Road. Only development projects with direct access to Evans Road within the Menifee EDC-NG will assume truck traffic access to the Menifee EDC-NG via Evans Road from Ethanac Road.
- 100% of inbound and outbound trucks would exit the Menifee EDC-NG area via the Ethanac Road/I-215 freeway interchange.

Further, it is in the best interest of the City to utilize Kimley-Horn, because this consultant is familiar and agreeable to both Perris and Menifee staff to be utilized for this analysis and study, and utilizing this Kimley-Horn will enable the study to be conducted in a timely manner.

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**BUDGET (or FISCAL) IMPACT:** The total cost for the study by Kimley-Horn is \$249,500, which will be evenly split between the cities of Perris and Menifee. As such, Perris would be obligated to pay \$124,750.

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Prepared by: Robert Khuu, City Attorney

**REVIEWED BY:**

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

Assistant City Manager MB

Deputy City Manager ER

Attachments: 1. Professional Services Agreement with Kimley-Horn  
2. Exhibit A of the Agreement – Scope of Work.

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

# ATTACHMENT 1

Professional Services Agreement with Kimley-Horn

## CITY OF PERRIS

### PROFESSIONAL SERVICES AGREEMENT FOR TRAFFIC ANALYSIS SERVICES FOR THE ECONOMIC DEVELOPMENT CORRIDOR, NORTHERN GATEWAY AREA

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this 27th day of March, 2024 (“Effective Date”) by and between the CITY OF PERRIS, a California municipal corporation, (“City”) and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

#### SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on March 27, 2024 and shall end on December 31, 2024 unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Warranty. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services.

1.7 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all applicable emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

1.8 City of Menifee Agreement. The Parties acknowledge that the City of Menifee and Consultant shall enter a contract for identical compensation and Services to those provided under this Agreement (“Menifee Agreement”). City shall have no obligations pursuant to the Menifee Agreement, including to compensate Consultant thereunder. However, in the event that Consultant requires direction or clarification relating to any Services performed under this Agreement, Consultant shall seek such direction and clarification from both the City, pursuant to this Agreement, and the City of Menifee, pursuant to the Menifee Agreement. Further, any such direction and clarification shall require the approval of both the City and the City of Menifee.

## **SECTION 2. COMPENSATION.**

City hereby agrees to pay Consultant a sum not to exceed **ONE HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$124,750.00)** notwithstanding any contrary indications that may be contained in Consultant’s proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. The parties understand and agree that this Agreement obliges City to pay for only one half of the total cost of the Services to be provided by Consultant, with the remaining one half to be paid by the City of Menifee. The obligations of the City of Perris and the City of Menifee to pay for the Services are not joint and several; each city shall be solely responsible for payment of its half of the costs of the Services. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;

c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;

d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;

e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;

f. Receipts for expenses to be reimbursed;

g. For each invoice, one half of the costs of the Services will be billed to the City of Perris, and a concurrent invoice for the remaining one half of the costs of the Services will be delivered to the City of Menifee.

h. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Perris  
Attn: Finance Department  
101 N. D Street  
Perris, CA 92570

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Retention of Funds, Final Payment. Consultant hereby authorizes City to retain and deduct from any amount payable to Consultant not exceeding five percent (5%) of the total compensation. The retained funds shall be paid to Consultant within sixty (60) days after final acceptance of the Services by the City and after Consultant has furnished City with full release of all undisputed payments under this Agreement. In the event there are any claims specifically excluded by Consultant from the operation of the release, City may retain proceeds of up to one hundred fifty percent (150%) of the amount in dispute. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as provided in this Agreement. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

### **SECTION 3. FACILITIES AND EQUIPMENT.**

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility or equipment that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

### **SECTION 4. INSURANCE REQUIREMENTS.**

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and provide certificates of insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this Section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other insureds. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from

Consultant activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

(i) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(ii) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

#### 4.3 Professional Liability Insurance.

a. General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved in writing by City.

b. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

(iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

(iv) A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

#### 4.4 All Policies Requirements.

a. Acceptability of Insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of Coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with certificates of insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance must include the following reference:

**PROFESSIONAL SERVICES AGREEMENT FOR TRAFFIC ANALYSIS SERVICES FOR THE ECONOMIC DEVELOPMENT CORRIDOR, NORTHERN GATEWAY AREA.**

The name and address for additional insured endorsements, certificates of insurance and notice of cancellation is: City of Perris, 101 N. D Street, Perris, CA 92570. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

d. Additional Insured; Primary Insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-Insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;

b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

c. Terminate this Agreement.

## **SECTION 5. INDEMNIFICATION.**

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals, as that term is defined in Civil Code Section 2782.8, are required to defend and indemnify City only to the extent permitted by

Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. This Subsection 5.3 shall only apply to Consultant if Consultant is a “design professional” as that term is defined in Civil Code Section 2782.8.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

## **SECTION 6. INDEPENDENT CONTRACTOR.**

At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Consultant shall not at any time or in any manner represent that it is or any of its officers, employees, or agents are in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

## **SECTION 7. LEGAL REQUIREMENTS.**

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Prevailing Wages. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

a. Public Work. Consultant hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Consultant, its employees or agents in writing or otherwise that the Services are not a “public work,” as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Consultant shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Consultant’s failure to pay prevailing wages.

b. Labor Code of California. The Consultant’s attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City’s principal office and are available to any interested party on request. Consultant shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Consultant is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Consultant must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations’ electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day’s work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours

in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) Consultant is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Consultant will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Consultant in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Services by Consultant or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

d. DIR Monitoring. Pursuant to Labor Code Section 1771.4, Consultant is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

7.4 Licenses and Permits, Fees and Assessments. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, and perform the Services. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions, and perform the Services. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Consultant 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 Consultant's performance of the Services, 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.

7.5 Conflicts of Interest, Political Reform Act. Consultant represents, warrants, and covenants that Consultant presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code Section 87100 *et seq.*), City may determine the Consultant to be a "consultant" as that term is defined by 2 California Code of Regulations Section 18700.3. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

7.6 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Consultant acknowledges and agrees that to the extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City's annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

## **SECTION 8. TERMINATION AND MODIFICATION.**

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless

authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and

Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents and Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

9.3 Consultant’s Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Subsection 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

10.1 Attorneys’ Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys’ fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law, Venue. The laws of the State of California shall govern this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. 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 Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by Trevor Briggs, P.E. (“Consultant’s Representative”). The Consultant’s Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by City’s City Manager, or his or her designee (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

Kimley Horn and Associates, Inc.  
Attn: Trevor Briggs  
3801 University Avenue, Suite 300  
Riverside, CA 92501

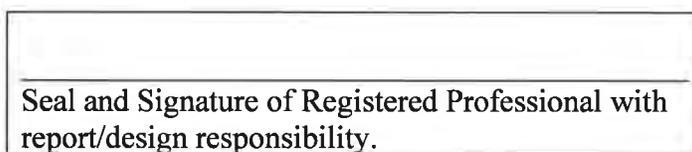
Any written notice to City shall be sent to the Contract Administrator at:

City of Perris  
101 N. D Street  
Perris, CA 92570  
Attn: Clara Miramontes, City Manager

with a copy to:

City of Perris  
101 N. D Street  
Perris, CA 92570  
Attn: John Pourkazemi, City Engineer

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, 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.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. 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.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and 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) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder. The City of Perris is not a third party beneficiary under this Agreement.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

**CITY OF PERRIS**

**CONSULTANT**

\_\_\_\_\_  
Clara Miramontes, City Manager

\_\_\_\_\_  
John Pollock, Associate

Attest:

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

\_\_\_\_\_  
Davie Cowan, Vice President

Approved as to Form:

[Note: 2 officer's signatures required if  
Consultant is a corporation, unless provided  
with a certificate of secretary in-lieu]

\_\_\_\_\_  
Robert Khuu, City Attorney

## EXHIBIT A

### SCOPE OF SERVICES

Services shall include **TRAFFIC ANALYSIS SERVICES FOR THE ECONOMIC DEVELOPMENT CORRIDOR, NORTHERN GATEWAY AREA** in the amount not to exceed **ONE HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$124,750)** as further detailed in the following page(s). For the avoidance of doubt, the City of Perris shall have responsibility for one half of the total amount specified on the following pages, i.e., the total amount is two hundred forty-nine thousand five hundred dollars (\$249,500), of which the City of Perris shall have responsibility to pay one hundred twenty-four thousand seven hundred fifty dollars (\$124,750).

Further, the “Master Circulation Plan Traffic Study”, as referenced in the following pages, shall not be commenced until the City of Perris and the City of Menifee have agreed and approved in writing a “Scoping Agreement”, which will detail the manner in which the “Master Circulation Plan Traffic Study” will be conducted.

# ATTACHMENT 2

Exhibit A of the Agreement-Scope of Work



November 27, 2023

Cheryl Kitzerow, AICP  
 Community Development Director  
 City of Menifee  
 29844 Haun Road  
 Menifee, CA 92586

**Re: Menifee Economic Development Corridor – Master Circulation Plan**

Dear Ms. Kitzerow:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Menifee ("Client") for providing engineering services for a Master Circulation Plan Study for truck access from the I-215 Ethanac Road Interchange to the proposed industrial developments located south of Ethanac Road, between Barnett Road and Goetz Road in the County of Riverside, City of Menifee.

**Project Understanding**

The Client, along with multiple industrial real estate developers, is in the process of facilitating the development of multiple industrial projects in the Menifee Economic Development Corridor-Northern Gateway (EDC-NG) area. The parcels and roadways located within the EDC-NG are summarized as follows, from west to east:

**TABLE 1: EDC-NG Area Land Uses and Roadways**

Zone	Acres	Potential SF	High-Cube Fulfillment		North/South Street	ROW	St. Classification
			Warehouse SF (ITE 150) <sup>1</sup>	Center Sort SF (ITE 155) <sup>1</sup>			
Island 1	±56.22 AC	±1,005,965 SF	±502,982 SF	±502,982 SF	Goetz Road	64' East H/W - Menifee/ 56' West H/W - Perris	Arterial
Island 2	±56.22 AC	±982,095 SF	±491,047 SF	±491,047 SF	Wheat Street	74'	Mod. Industrial Collector
Island 3	±56.54 AC	±1,170,877 SF	±585,438 SF	±585,438 SF	Byers Road	78'	Industrial Collector
Island 4	±56.22 AC	±1,010,633 SF	±505,317 SF	±505,317 SF	Geary Street	74'	Mod. Industrial Collector
Island 5	±55.90 AC	±1,083,759 SF	±541,880 SF	±541,880 SF	Murrieta Road	100'	Secondary
Island 6	±63.64 AC	±1,292,680 SF	±646,340 SF	±646,340 SF	Hull Street	74'	Mod. Industrial Collector
Island 7	±56.22 AC	±1,095,043 SF	±547,522 SF	±547,522 SF	Evans Road	78'	Industrial Collector
					Barnett Road	50' West H/W - Menifee/ 47' East H/W - Perris	Secondary
<b>Total</b>	<b>±400.96 AC</b>	<b>±7,641,051 SF</b>	<b>±3,820,526 SF</b>	<b>±3,820,526 SF</b>			

<sup>1</sup> The Warehouse SF & High-Cube Fulfillment Center - Sort SF are both calculated at 50% of the Potential SF.

The Client is currently exploring to master-plan the circulation routes for the entire EDC-NG (±401 acres with potential ±7.64 MSF of industrial).

A Truck Corridor immediately north of the SCE transmission corridor has been identified as a means to mitigate the traffic impacts. This alignment would border the SCE right-of-way on the side between Wheat Street and Barnett Road. Barnett Road would be widened, and the Ethanac Road and Barnett Road / Case Road intersection would be realigned.

This alignment would cross the access road to the 76 Truck Stop (Patricia Lane) and require reconfiguration of the truck stop access. In addition, truck access utilizing Evans Road, Hull Street, Murrieta Road, Geary Street, Byers Road, and Wheat Street will be explored.

Based on other studies in the area, the following intersections are anticipated to be signalized in the future: (1) Ethanac Road & Evans Road, (2) Ethanac Road & Byers Road, (3) Ethanac Road & Green Valley Parkway, while Ethanac Road & Murrieta Road is signalized in the existing condition.

The access would require the modification of the current intersections and left-turn pockets.

City staff has requested that the Master Circulation Plan Traffic Study include the following scenarios under Future Build-Out conditions of the EDC-NG area land uses:

- **Option 1 – No Build Condition (No Truck Corridor)**
  - Inbound and outbound trucks would access the industrial sites within the EDC-NG area via Ethanac Road.
  - 100% of inbound and outbound trucks would access the EDC-NG area via the Ethanac Road/I-215 freeway interchange.
- **Option 2 – One-Way Inbound Truck Corridor (Westbound Only)**
  - Inbound trucks would access the industrial sites within the EDC-NG area via the proposed Truck Corridor as noted in the Project Understanding<sup>o</sup>. Trucks would access the proposed Truck Corridor via Barnett Road from Ethanac Road.
  - Outbound trucks would exit the industrial sites within the EDC-NG area via Ethanac Road.
  - 100% of inbound and outbound trucks would access the EDC-NG area via the Ethanac Road/I-215 freeway interchange.
- **Option 3 – Two-Way Truck Corridor (10% of Inbound Trucks from Case Road)**
  - Inbound and outbound trucks would access the industrial sites within the EDC-NG area via the proposed Truck Corridor. Trucks would enter/exit the proposed Truck Corridor via Barnett Road or Evans Road from Ethanac Road. It is assumed that a majority of truck traffic will access the EDC-NG via Barnett Road from Ethanac Road. Only development projects with direct access to Evans Road within the EDC-NG will assume truck traffic access to the EDC-NG via Evans Road from Ethanac Road.
  - 90% of inbound trucks would access the EDC-NG area via the Ethanac Road/I-215 freeway interchange.
  - 10% of inbound trucks would access the EDC-NG area via the Bonnie Drive/I-215 freeway interchange just north the EDC-NG area and Case Road north of Ethanac Road.

- o 100% of outbound trucks would exit the EDC-NG area via the Ethanac Road/I-215 freeway interchange.
- **Option 4 – Two-Way Truck Corridor (100% of Trucks from Ethanac Road/I-215 Interchange)**
  - o Inbound and outbound trucks would access the industrial sites within the EDC-NG area via the proposed Truck Corridor. Trucks would enter/exit the proposed Truck Corridor via Barnett Road or Evans Road from Ethanac Road. It is assumed that a majority of truck traffic will access the EDC-NG via Barnett Road from Ethanac Road. Only development projects with direct access to Evans Road within the EDC-NG will assume truck traffic access to the EDC-NG via Evans Road from Ethanac Road.
  - o 100% of inbound and outbound trucks would exit the EDC-NG area via the Ethanac Road/I-215 freeway interchange.

**Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

**Task 1.1 Traffic Volume Development**

Obtain recent (within one year) weekday morning and evening peak hour traffic count data at up to eight (8) study intersections listed below:

1. Ethanac Road at Goetz Road
2. Ethanac Road at Murrieta Road
3. Ethanac Road at Barnett Road/Case Road
4. Ethanac Road at I-215 SB Ramps
5. Ethanac Road at I-215 NB Ramps
6. Case Road at Mapes Road
7. Bonnie Drive/Metrolink Station Road at Mapes Road
8. Bonnie Drive at I-215 SB Ramps

Obtain recent (within one year) weekday daily counts at seven (7) roadway segments listed below:

1. Ethanac Road – between Goetz Road and Murrieta Road
2. Ethanac Road – between Murrieta Road and Barnett Road/Case Road
3. Ethanac Road – between Barnett Road/Case Road and I-215 SB Ramps
4. Ethanac Road – between I-215 SB Ramps and I-215 NB Ramps
5. Murrieta Road - between Ethanac Road and McLaughlin Road
6. Barnett Road - between Ethanac Road and McLaughlin Road
7. Case Road - between Watson Road and Ethanac Road

After accounting for square footages of projects currently in process, assume standardized site plans for the potential projects within the Economic Development Corridor-Northern Gateway (EDC-NG) zoning just south of Ethanac Road between Barnett Road to the east and Goetz Road to the west, including building square footages and uses, site layout, site driveways, parking supply,

and any other site features that will affect the traffic analysis. This traffic analysis will assume four (4) project driveways on each north/south street and two (2) project driveways along the Truck Corridor within each of the seven (7) Islands.

Provide existing volumes and develop project trip generation estimates for the proposed projects based land use assumptions noted in Table 1 (see Page 1), using the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition) trip rates. Passenger car equivalent (PCE) factors will be applied for trucks.

Develop trip distribution assumptions for the project traffic for the four (4) options noted in the "Project Understanding" section of this proposal, based on likely origins and destinations of trucks, as well as current traffic patterns in the area. Project traffic will be distributed through the study intersections, and the project traffic contribution to each intersection will be identified for each of the four (4) options. The study area and preliminary trip distribution assumptions are shown in Exhibit 1 attached.

Develop future buildout volumes for the four options at the following study locations (see Exhibit 1):

**Intersections**

1. Ethanac Road at Goetz Road
2. Ethanac Road at Wheat Street
3. Ethanac Road at Byers Road
4. Ethanac Road at Geary Street
5. Ethanac Road at Murrieta Road
6. Ethanac Road at Hull Street
7. Ethanac Road at Evans Road
8. Ethanac Road at Green Valley Parkway
9. Ethanac Road at Barnett Road/Case Road
10. Ethanac Road at I-215 SB Ramps
11. Ethanac Road at I-215 NB Ramps
12. Truck Corridor at Wheat Street
13. Truck Corridor at Byers Road
14. Truck Corridor at Geary Street
15. Truck Corridor at Murrieta Road
16. Truck Corridor at Hull Street
17. Truck Corridor at Evans Road
18. Truck Corridor at Barnett Road
19. Case Road at Mapes Road
20. Bonnie Drive/Metrolink Station Road at Mapes Road
21. Bonnie Drive at I-215 SB Ramps

**Roadway Segments**

1. Ethanac Road - between Goetz Road and Wheat Street
2. Ethanac Road - between Wheat Street and Byers Road
3. Ethanac Road - between Byers Road and Geary Street
4. Ethanac Road - between Geary Street and Murrieta Road
5. Ethanac Road - between Murrieta Road and Hull Street
6. Ethanac Road - between Hull Street and Evans Road
7. Ethanac Road - between Evans Road and Green Valley Parkway
8. Ethanac Road – between Green Valley Parkway and Barnett Road/Case Road
9. Ethanac Road - between Barnett Road/Case Road and I-215 SB Ramps
10. Ethanac Road - between I-215 SB Ramps and I-215 NB Ramps
11. Truck Corridor - between Wheat Street and Byers Road
12. Truck Corridor - between Byers Road and Geary Street
13. Truck Corridor - between Geary Street and Murrieta Road
14. Truck Corridor - between Murrieta Road and Hull Street
15. Truck Corridor - between Hull Street and Evans Road
16. Truck Corridor - between Evans Road and Barnett Road
17. Goetz Road – between Ethanac Road and Truck Corridor (passenger only)
18. Goetz Road – between Truck Corridor and McLaughlin Road (passenger only)
19. Wheat Street – between Ethanac Road and Truck Corridor
20. Byers Road – between Ethanac Road and Truck Corridor
21. Byers Road – between Truck Corridor and McLaughlin Road (passenger cars only)
22. Geary Street – between Ethanac Road and Truck Corridor
23. Murrieta Road – between Ethanac Road and Truck Corridor
24. Murrieta Road – between Truck Corridor and McLaughlin Road (passenger cars only)
25. Hull Street – between Ethanac Road and Truck Corridor
26. Evans Road – between Ethanac Road and Truck Corridor
27. Evans Road – between Truck Corridor and McLaughlin Road (passenger cars only)
28. Barnett Road – between Ethanac Road and Truck Corridor
29. Barnett Road – between Truck Corridor and McLaughlin Road (passenger cars only)
30. Case Road - between Watson Road and Ethanac Road

**Off-Ramp Queuing**

1. I-215 SB Off-Ramp at Ethanac Road
2. I-215 NB Off-Ramp at Ethanac Road
3. I-215 WB Off-Ramp at Bonnie Drive

The future background growth will be determined based on the addition of traffic from Cumulative Projects within a 2-mile radius. One consolidated list of Cumulative Projects (for both City of Menifee and City of Perris) will be provided to the Consultant for assumptions of Cumulative Project traffic. The project trips within the EDC-NG area will be added based on the trip generation and trip distribution assumptions.

The future volume forecasts, trip generation estimates, and trip distribution assumptions for the four (4) options with the EDC-NG area will be submitted to the City of Menifee and the City of Perris for concurrence prior to proceeding with Tasks 1.2 through 1.4.

### **Task 1.2 Left-Turn Queuing Analysis**

Conduct a left-turn pocket queuing analysis (using the SimTraffic software) at the following signalized intersection locations to determine adequacy of existing left-turn queuing capacity along Ethanac Road under Option 1 (No Build; No Truck Corridor) and Option 2 (One-Way Inbound Truck Corridor) conditions:

1. Ethanac Road at Goetz Road
  - a. Westbound Left Turn
2. Ethanac Road at Byers Road
  - a. Westbound Left Turn
3. Ethanac Road at Murrieta Road
  - a. Westbound Left Turn
4. Ethanac Road at Hull Street
  - a. Westbound Left Turn
5. Ethanac Road at Evans Road
  - a. Westbound Left Turn
6. Ethanac Road at Green Valley Parkway
  - a. Eastbound Left Turn
7. Ethanac Road at Barnett Road
  - a. Westbound Left Turn
8. Ethanac Road at I-215 SB Ramps
  - a. Westbound Left Turn
  - b. Southbound Right Turn
9. Ethanac Road at I-215 NB Ramps
  - a. Eastbound Left Turn
  - b. Northbound Left Turn

Conduct a focused westbound left-turn pocket queuing analysis at the intersection of Ethanac Road at Barnett Road, under future buildout conditions for the four options, to evaluate the distribution of project truck traffic using Barnett Road to access the Economic Development Corridor-Northern Gateway (EDC-NG).

The queuing analysis will determine the maximum inbound truck traffic that can be routed down Barnett Road (97 foot right of way) as a limiting factor. The queuing analysis assumes up to three additional (4) iterations for up to four (4) options (up to 16 total iterations) to assign the rest of the inbound truck traffic to Evans Road, Murrieta Road, and Byers Road subject to the existing westbound left turn capacity at each of those intersections.

Identify recommended improvements (as applicable) to the following intersections to address left-turn queuing of truck traffic for the four (4) options:

1. Ethanac Road at Barnett Road
2. Ethanac Road at Evans Road
3. Ethanac Road at Hull Street
4. Ethanac Road at Murrieta Road
5. Ethanac Road at Byers Road
6. I-215 NB Ramp at Ethanac Road
7. I-215 SB Ramp at Ethanac Road
8. Murrieta Road at Truck Corridor

### **Task 1.3 Safety Review**

Conduct a safety review for the proposed truck route following Caltrans standards. The safety assessment requirements for the truck route will be limited to the following elements:

- Review of sight distance requirements at intersections along the truck route. Sight distance triangles for corner clearance will be provided at all the intersections along the proposed truck route.
- Driveway and intersection spacing review
- Queuing exceeding turn pocket that impedes through-traffic
- Pedestrian and bicycle conflict points caused by turning vehicles
- Provide recommendations for safety improvements, if applicable.

### **Task 1.4 Truck Corridor Analysis and Report**

Confirm appropriate cross sections along the Truck Corridor and review traffic control and potential queuing at the study intersections along the Truck Corridor.

Summarize operating conditions at the 21 study intersections, 30 roadway segments and 3 off-ramp queues noted in Task 1.1 under Future Build-Out conditions for the following scenarios as noted in the "Project Understanding" section of this proposal:

- Option 1 – No Build Condition (No Truck Corridor)
- Option 2 – One-Way Inbound Truck Corridor (Westbound Only)
- Option 3 – Two-Way Truck Corridor (10% of Inbound Trucks from Case Road)
- Option 4 – Two-Way Truck Corridor (100% of Trucks from Ethanac Road/I-215 Interchange)

Identify recommended improvements.

Prepare a stand-alone traffic report to document the methods and results of the analyses performed in this task.

Revise the traffic report to respond to up to two (2) rounds of consolidated review comments, to the extent that the revisions are within the approved scope of services and that no new data collection or additional analysis is required. The City of Menifee will compile review comments from both the

City of Menifee and the City of Perris and provide consolidated comments for the Consultant to address.

The traffic analysis and report will address the impacts of a single development scenario. Analysis of project alternatives, phased development, additional analysis scenarios, or revised analysis to address revisions to the site plan will require additional fee.

### **Task 1.5 Preliminary Alignment Study – Truck Access Road**

Consultant will prepare a preliminary alignment study based on standard cross-sections identified in Table 1 for discussion purposes with the client to identify the horizontal geometry of the EDC Truck Access Road. The Preliminary Alignment Study will show access from Ethanac Road to Barnett Road, Evans Road, Hull Street, Murrieta Road, Geary Street, Byers Road, and Wheat Street, and will identify the horizontal geometry of the EDC access from Ethanac Road at Barnett Road, Evans Road, Hull Street, Murrieta Road, Geary Street, Byers Road, and Wheat Street.

The Consultant will develop a draft alignment based on impacts to the proposed industrial developments, constructability, right-of-way requirements, utilities, and other restrictions.

Consultant will evaluate truck turning templates on up to 17 intersections and adjust design as needed to accommodate truck turning movements.

Consultant will obtain and review as-builts and right-of-way information for the existing crossing of the Riverside County Flood Control and Water Conservation District Channel on Barnett Road. Consultant will evaluate up to 2 alignment options of Barnett Road crossing the channel. Width of new roadway, angle of crossing, and permitting process will be considered in evaluation.

Plans will be 24" x 36" roll plots at 1" = 150' scale.

Deliverable:

- Center line alignment study – Electronic full-size copy of the plans

### **Task 2.0 Project Management and Coordination**

Trevor Briggs, P.E. will be Kimley-Horn's project manager and sole point of contact. He will lead project management coordination, which will consist of schedules, progress reports, invoicing and administration.

Consultant will provide coordination and attend project meetings as required by agencies and/or requested by the Client. As the level of effort associated with preparation for, attendance at and documentation of meeting discussions is difficult to predict, it will be completed on an hourly basis with an initial budget estimate provided below. Consultant assumes the following coordination and/or meetings will be required:

- a) **Project Team Meetings:** We've found that it is beneficial to hold coordination meetings with the client and other team members. The initial budget estimate assumes up to 40 hours for project team meetings.

- b) Meetings with governmental/local agencies: We've assumed that agency meetings, including City of Menifee Engineering Departments, City of Perris Engineering Departments, Riverside County Flood Control and Utilities regarding the design is helpful in expediting the project schedule. The initial budget estimate assumes up to 10 hours for agency meetings.

**Fee and Expenses**

Kimley-Horn will perform the services in Tasks 1.1 thru 1.4 for the total lump sum fee below. Individual task amounts are informational only.

Services in Tasks 2.0 a and b will be performed on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a ten percent (10%) markup, will be immediately issued to and paid by the Client.

Description	Lump Sum	Estimated
<b>TASK 1.1 Traffic Volume Development</b>	\$49,500	
<b>TASK 1.2 Left-Turn Queuing Analysis</b>	\$32,000	
<b>Task 1.3 Safety Review</b>	\$15,000	
<b>Task 1.4 Truck Corridor Analysis and Report</b>	\$67,500	
<b>TASK 1.5 Preliminary Alignment Study - Truck Access Road and Additional Truck Access from Ethanac Road</b>	\$57,000	
<b>TASK 2.0a Project Team Meetings</b>		\$12,500
<b>TASK 2.0b Meetings with governmental/local agencies</b>		\$2,600
<b>Expenses (Data Collection and Office Expenses)</b>		\$13,400
<b>TOTAL</b>	<b>\$221,000</b>	<b>\$28,500</b>

Lump sum labor fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a ten percent (10%) markup, will be immediately issued to and paid by the Client.

### Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement: Therefore, said tasks are excluded from Kimley-Horn scope of services.

1. VMT analysis
2. Traffic design plans
3. CEQA documentation
4. Design for areas outside of limit of work
5. Graphics/Signage package
6. Design of Dry Utilities, i.e. telephone, electric, gas and communications
7. Pavement thickness design
8. Structural Design / Retaining Wall / Sound Wall Design
9. Project utility systems not described herein
10. Potholing of Existing Utilities
11. Property Title Search, Property Appraisal and Acquisition
12. Conditional Use Permit, Zone Change, Specific Plan Amendment and/or Area Plan
13. ALTA Survey
14. Record of Survey
15. Archeologist & Paleontologist Certification
16. Geotechnical Investigation
17. Services related to Hazardous Wastes and Hazardous Material Abatement
18. Any other services not specifically set forth in the foregoing Scope of Services

**Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Access to Site plans and Owner archives of EDC corridor development and existing as-builts (hardcopy and/or CAD).
2. Consolidated list of Cumulative Projects within a two-mile radius of the EDC-NG area
3. Topographic survey utilized for initial design.
4. Survey/Mapping support to finalize design
5. Geotechnical reports

**Responsibilities of Client**

In addition to other responsibilities set out in this Agreement, the Client shall: pay all fees for processing of plans and exhibits through the City for review and approval.

**Schedule**

We will provide our services as expeditiously as practicable within the mutually agreed upon schedule. A tentative timeline

- Preliminary traffic analysis results: 4 weeks from NTP and receipt of all necessary information
- Draft Traffic Report: 2 weeks from review of traffic analysis results by Client
- Final Traffic Report: 2 weeks from receipt of comments on Draft Traffic Report

**Closure**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Menifee.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_ Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

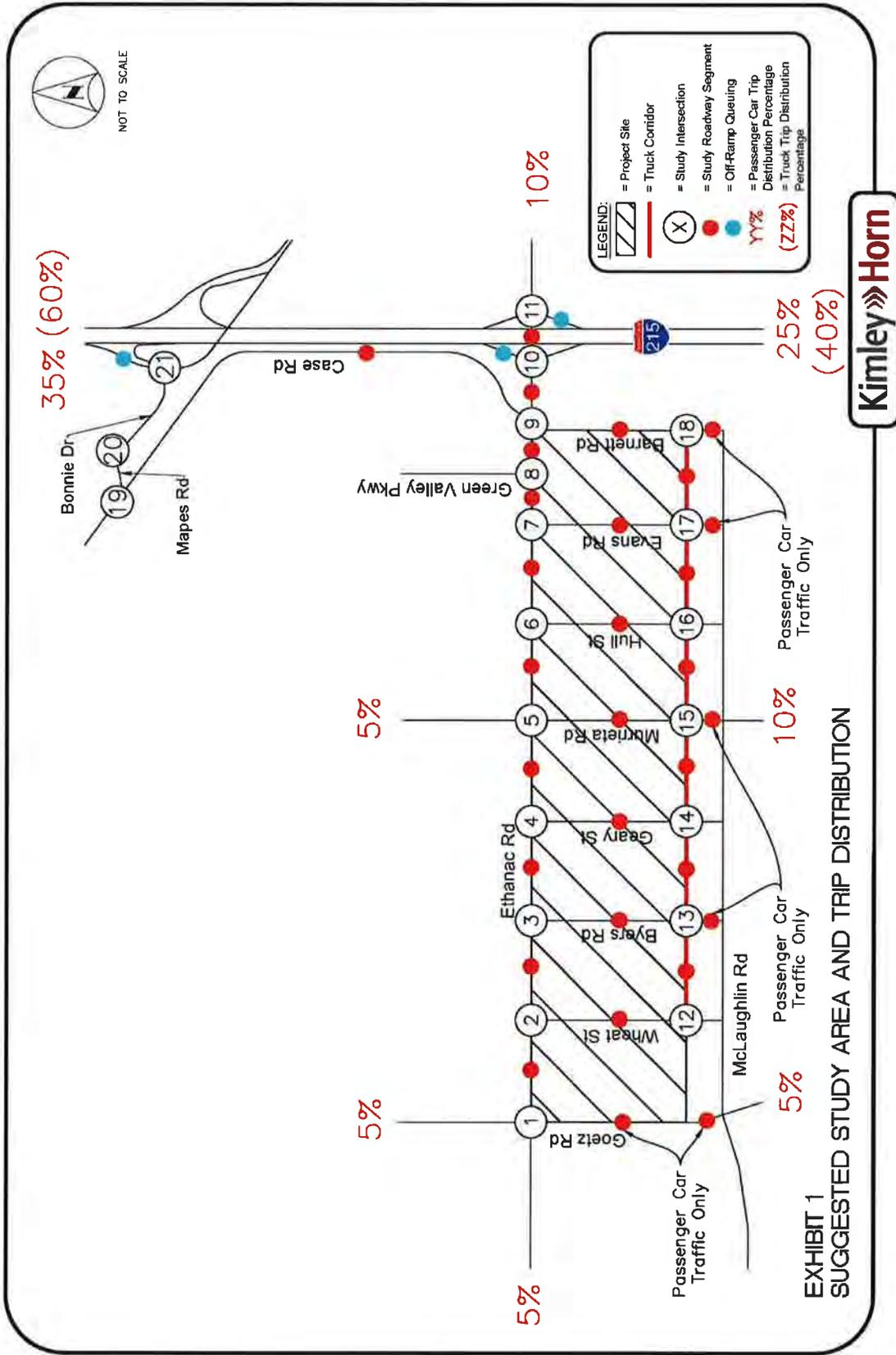
KIMLEY-HORN AND ASSOCIATES, INC.



Trevor Briggs, P.E.  
Project Manager  
P.E. No. C87664



Frank Hoffmann, P.E.  
Associate  
P.E. No. C61839





10.Q.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** Consent to the Assignment & Assumption of a portion of Phase II of the South Perris Development Agreements from GM Gabrych Family Limited Partnership, a California limited partnership, to IDIL Perris Fulfillment Center LP, a Delaware limited partnership, for an industrial project located at the southwest corner of Mapes and Goetz Road (MM 22-05265)

**REQUESTED ACTION:** That the City Council approve and authorize the City Manager to execute the Assignment and Assumption Agreement in a form approved by the City Attorney

**CONTACT:** Robert Khuu, City Attorney

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

On August 31, 2010, the City Council adopted Ordinances 1269, 1270 and 1271 approving three Development Agreements for entitlements granted to three affiliates of FirstCal Industrial, LLC, for the development of three industrial logistic distribution campuses on three different sites. The Phase II Development Agreement dated September 30, 2011, was subsequently assigned to GM Gabrych Family Limited Partnership, a California limited partnership (“Development Agreement”).

In March of 2021, GM Gabrych Family Limited Partnership (“GM Gabrych”) entered into an Assignment and Assumption Agreement to assign to IDIL Perris Fulfillment Center, LP, approximately two hundred one and sixty four hundredths (201.64) acre parcel of real property of the Phase II development (“Assignment and Assumption Agreement”).

On January 30, 2024, the City Council approved Major Modification (MM) 22-05265 of Development Plan Review (DPR) 08-04-0006 submitted by IDIL Perris Fulfillment Center, LP. As approved, the industrial development consists of three industrial buildings on three contiguous parcels. Building 1 consists of 1,385,090 square feet, Building 2 consists of 1,396,020 square feet, and Building 3 consists of 535,207 square feet, as shown on the Site Map attached hereto as Attachment 1. On January 30, 2024, the City Council also approved the Development Agreement Phase II IDI Perris Logistics Center South First Operating Memorandum (“Operating Memorandum”) documenting modifications to the original project approval that were being proposed by Major Modification (MM) 22-05265 of Development Plan Review (DPR) 08-04-0006.

The Operating Memorandum references the Assignment and Assumption Agreement from GM Gabrych to IDIL Perris Fulfillment Center, LP. However, it was subsequently discovered the City Council had not previously provided consent to the Assignment and Assumption Agreement, as required by the Development Agreement.

Section 2.3 of the Development Agreement allows the owner to transfer all or part of the property and Development Agreement with the City's consent. Staff has reviewed the request for consent for the Assignment and Assumption Agreement for this portion of Phase II and found no good cause to deny such consent, and therefore recommends the City Council approve and authorize the City Manager to execute the Assignment and Assumption Agreement in a form approved by the City Attorney.

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**BUDGET (or FISCAL) IMPACT:** None to the City

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Prepared by: Yecenia Vargas, Assistant City Attorney

**REVIEWED BY:**

City Attorney            
Assistant City Manager VB  
Deputy City Manager ER

Attachments: 1. Site Map  
2. Assignment and Assumption Agreement  
3. Development Agreement-Due to the size of the file the attachment can be accessed at this link: <https://www.cityofperris.org/government/city-council/council-meetings>

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

# ATTACHMENT 1

Site Map

EXHIBIT A

SITE MAP



EXHIBIT A

# ATTACHMENT 2

Assignment and Assumption Agreement

RECORDING REQUESTED BY  
AND WHEN RECORDED  
MAIL TO:

City of Perris  
101 North "D" Street  
Perris, CA 92570  
Attn: City Clerk

Space Above This Line for Recorder's Use (Exempt from Recording Fee per Gov't Code § 6103)

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**[PHASE II]**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of March 16, 2021 ("Effective Date"), by and between GM GABRYCH FAMILY LIMITED PARTNERSHIP, a California limited partnership (the "Developer" or "Assignor") and IDIL PERRIS FULFILLMENT CENTER LP, a Delaware limited partnership ("Assignee"), with reference to the following Recitals.

**Recitals**

A. Assignor is the former owner (as predecessor-in-interest to Industrial Developers Realty LLC, a California limited liability company) of approximately two hundred one and sixty-four hundredths (201.64) acre parcel of real property (the "Site") located in the City of Perris, County of Riverside, State of California (commonly known as APN 330-120-002-5 (Lots 3 and 8), 330-120-003-6 (Lots 2 and 9), 330-120-008-1 (Portion of Lots 1 and 10), 330-120-009-2 (Portion of Lot 10), 330-120-0010-2 (Portion of Lots 1 and 10), and 310-220-011-3 (Portion of Lot 10)), which is within the City of Perris, County of Riverside, State of California. The Site is legally described in Exhibit "A" attached hereto.

B. Assignor, as "Developer," and the City of Perris, a California municipal corporation ("City"), have entered into that certain Development Agreement-Phase II-FR/CAL Goetz Road, LLC dated September 30, 2011 (the "Development Agreement"). The Development Agreement was recorded March 12, 2014 as instrument number 2014-0092059 in Riverside County Official Records.

C. Capitalized terms not defined herein shall have the same meaning as set forth in the Development Agreement.

D. Concurrently with the Effective Date of the Assignment, Assignor shall have conveyed to Assignee the Site.

E. In accordance with Section 2.3 of the Development Agreement, Assignor now desires to assign all of its obligations and its right, title, and interest in and to the Development

Agreement as it relates to a specific piece of property to Assignee, and Assignee desires to accept such assignment on, and subject to, the terms and conditions set forth in this Assignment.

F. The City of Perris desires to consent to same assignment and assumption and to release Developer as provided by its signature below, and on \_\_\_\_\_, 2021, approved an amendment to the Development Agreement, which among other amendments, substituted the Assignor with the Assignee as the "Developer" as that term is used in the Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT:**

1. Assignment. From and after the Effective Date of the Assignment, Assignor hereby assigns, conveys, transfers and delivers to Assignee all of Assignor's right, title, interest, and obligation in, to and under the Development Agreement as such rights, title, interest and obligation apply to the Site and/or a portion of the Site, and Assignee hereby accepts such assignment and agrees to assume performance of all terms, covenants, obligations and conditions occurring or arising under the Development Agreement (with respect to the site) from and after the date of this Assignment.

2. Assumption of Obligations. By acceptance of this Assignment, Assignee hereby agrees to assume all of Assignor's right, title, interest and obligation in, to and under the Development Agreement to the extent rights, title, interest and obligation apply to the Site, and Assignee agrees to timely discharge, perform or cause to be performed and to be bound by all of the liabilities, duties and obligations imposed in connection with the Development Agreement as such rights, title, interest and obligation apply to the Site, from and after the date of this Assignment to the same extent as if Assignee had been the original party thereto. Assignor is hereby released from all future liabilities, duties and obligations created by the Development Agreement with respect to the Site.

3. City Release of Developer. The City agrees that, by the City's approval of this Assignment, Assignor is hereby released and discharged from all rights, privileges, obligations and liabilities under the Development Agreement first arising and accruing from and after the Effective Date, and the City and Assignee each hereby acknowledge that, as of the Effective Date, Assignee enjoys all such right and privileges and is responsible for satisfying all such obligations and liabilities of the same as if the Development Agreement had originally been executed between the City and Assignee.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

6. Further Assurances. The parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Assignment.

7. Authority of Signatories to Bind Principals. The persons executing this Assignment on behalf of their respective principals represent that (i) they have been authorized to do so and that they thereby bind the principals to the terms and conditions of this Assignment and (ii) their respective principals are properly and duly organized and existing under the laws of, and permitted to do business in, the State of California.

8. Interpretation. The paragraph headings of this Assignment are for reference and convenience only and are not part of this Assignment. They have no effect upon the construction or interpretation of any part hereof. The provisions of this Assignment shall be construed in a reasonable manner to effect the purposes of the parties and of this Assignment.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the date set forth above.

**ASSIGNOR:**

**ASSIGNEE:**

**GM GABRYCH FAMILY LIMITED PARTNERSHIP, a California limited partnership**

**IDIL PERRIS FULFILLMENT CENTER LP, a Delaware limited partnership**

**By: Bodega Corp., a Nevada Corporation, Its General Partner**

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

Name:

Its:

By: Eugene M. Gabrych  
Eugene M. Gabrych, President

**CONSENT**

The City of Perris, a California municipal corporation, hereby consents to this Assignment for purposes of Section 2.3 of the Development Agreement and hereby releases Developer pursuant to Section 2.4 of the Development Agreement of its obligations and responsibilities under the Development Agreement to the extent such obligations and responsibilities relate to the Site, except as may be provided in Section 3 of this Assignment.

CITY OF PERRIS, a municipal corporation

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

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

Its: \_\_\_\_\_

**ATTEST:**

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

Nancy Salazar, City Clerk

IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the date set forth above.

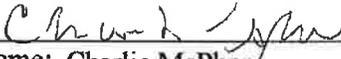
**ASSIGNOR:**

**ASSIGNEE:**

**GM GABRYCH FAMILY LIMITED PARTNERSHIP, a California limited partnership**

**IDIL PERRIS FULFILLMENT CENTER LP, a Delaware limited partnership**

**By: Bodega Corp., a Nevada Corporation,  
Its General Partner**

By:   
Name: Charlie McPhee  
Its: Senior Vice President

By: \_\_\_\_\_  
Eugene M. Gabrych, President

**CONSENT**

The City of Perris, a California municipal corporation, hereby consents to this Assignment for purposes of Section 2.3 of the Development Agreement and hereby releases Developer pursuant to Section 2.4 of the Development Agreement of its obligations and responsibilities under the Development Agreement to the extent such obligations and responsibilities relate to the Site, except as may be provided in Section 3 of this Assignment.

CITY OF PERRIS, a municipal corporation

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

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

Its: \_\_\_\_\_

**ATTEST:**

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

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 San Diego )

ss.

On March 12, 2021, before me, Christine Carr, a Notary Public in and for said State, personally appeared Eugene M. Gabus, 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 persons(s), or the entity upon behalf of which the person(s) acted, executed said 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 Christine Carr (Seal)



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 \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ss.

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the persons(s), or the entity upon behalf of which the person(s) acted, executed said instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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 ) ss.

On March 9, 2021, before me, Martina Kuhfal, a Notary Public in and for said State, personally appeared Charles McPhee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the persons(s), or the entity upon behalf of which the person(s) acted, executed said 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 *M Martina Kuhfal* (Seal)  
Doc. Assignment + Assumption Agreement (4 page)

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 \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) ss.

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared Charlie McPhee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the persons(s), or the entity upon behalf of which the person(s) acted, executed said instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**

**DESCRIPTION OF THE LAND**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PERRIS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3, 8, 9 AND 10 OF JOHNSON'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGE 705 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, TOGETHER WITH THAT CERTAIN UNNAMED ROAD LYING SOUTH OF LOTS 1, 2 AND 3, AND NORTH OF LOTS 8, 9, AND 10, AS ABANDONED BY THE COUNTY OF RIVERSIDE BY RESOLUTION ABANDONING COUNTY HIGHWAY, A CERTIFIED COPY OF WHICH WAS RECORDED JULY 19, 1960, AS INSTRUMENT NO. 64051 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE EAST 30 FEET OF LOTS 1 AND 10 FOR ROAD PURPOSES.

APN(s): 330-120-002-5 (AFFECTS: LOTS 3 AND 8)  
330-120-003-6 (AFFECTS: LOTS 2 AND 9)  
330-120-008-1 (AFFECTS: PORTION OF LOTS 1 AND 10)  
330-120-009-2 (AFFECTS: PORTION OF LOT 10)  
330-120-010-2 (AFFECTS: PORTION OF LOTS 1 AND 10)  
330-120-011-3 (AFFECTS: PORTION OF LOT 10)

# ATTACHMENT 3

## Development Agreement

Due to the size of the file the attachment can be accessed at this link:

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



10.R.

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** Consent to the Assignment & Assumption of a portion of Phase II of the South Perris Development Agreements from IDIL Perris Fulfillment Center LP, a Delaware limited partnership, to DSV Real Estate Los Angeles, LLC, a Delaware limited liability company, for an industrial project located at the southwest corner of Mapes and Goetz Road (MM 22-05265)

**REQUESTED ACTION:** That the City Council approve and authorize the City Manager to execute the Assignment and Assumption Agreement in a form approved by the City Attorney

**CONTACT:** Robert Khuu, City Attorney

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### BACKGROUND/DISCUSSION:

On August 31, 2010, the City Council adopted Ordinances 1269, 1270 and 1271 approving three Development Agreements for entitlements granted to three affiliates of FirstCal Industrial, LLC for the development of three industrial logistic distribution campuses on three different sites. The Phase II Development Agreement dated September 30, 2011, was subsequently assigned to IDIL Perris Fulfillment Center, LP ("Development Agreement").

On January 30, 2024, the City Council approved Major Modification (MM) 22-05265 of Development Plan Review (DPR) 08-04-0006. As approved, the industrial development consists of three industrial buildings on three contiguous parcels. Building 1 consists of 1,385,090 square feet, Building 2 consists of 1,396,020 square feet, and Building 3 consists of 535,207 square feet, as shown on the Site Map attached hereto as Attachment 1.

IDIL Perris Fulfillment Center, LP, is now selling to DSV Real Estate Los Angeles, LLC, a portion of the Phase II property, specifically the Building 2 parcel shown on the Site Map. IDIL Perris Fulfillment Center LP thus now desires to assign a portion of its obligations and its right, title, and interest in and to the Development Agreement as it relates to the Building 2 parcel to DSV Real Estate Los Angeles, LLC.

Section 2.3 of the Development Agreement allows the owner to transfer all or part of the property and Development Agreement with the City's consent. Staff has reviewed the request for consent for the Assignment & Assumption Agreement for this portion of Phase II and has found no good cause to deny such consent, and therefore recommends the City Council approve and

authorize the City Manager to execute the Assignment and Assumption Agreement in a form approved by the City Attorney.

---

**BUDGET (or FISCAL) IMPACT:** None to the City

---

Prepared by: Yecenia Vargas, Assistant City Attorney

**REVIEWED BY:**

City Attorney

Assistant City Manager WB

Deputy City Manager ER

Attachments: 1. Site Map  
2. Assignment and Assumption Agreement  
3. Development Agreement-Due to the size of the file it can be accessed at this link: <https://www.cityofperris.org/government/city-council/council-meetings>

Consent: x

Public Hearing:

Business Item:

Presentation:

Other:

# ATTACHMENT 1

Site Map

EXHIBIT A

SITE MAP



EXHIBIT A

# ATTACHMENT 2

Assignment and Assumption Agreement

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Perris  
101 North "D" Street  
Perris, CA 92570  
Attn: City Clerk

Space Above This Line for Recorder's Use (Exempt from Recording Fee per Gov't Code § 6103)

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**[PHASE II]**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of March \_\_, 2024, by and between IDIL PERRIS FULFILLMENT CENTER LP, a Delaware limited partnership (the "Developer" or "Assignor") and DSV REAL ESTATE LOS ANGELES, LLC, a Delaware limited liability company ("Assignee"), with reference to the following Recitals.

**Recitals**

A. Assignor is the owner of approximately two hundred one and sixty- four hundredths (201.64) acre parcel of real property (the "Phase II Property") located in the City of Perris, County of Riverside, State of California (commonly known as APN 330-120-002-5 (Lots 3 and 8), 330-120-003-6 (Lots 2 and 9), 330-120-008-1 (Portion of Lots 1 and 10), 330-120-009-2 (Portion of Lot 10), 330-120-0010-2 (Portion of Lots 1 and 10), and 310-220-011-3 (Portion of Lot 10)), which is within the City of Perris, County of Riverside, State of California. The Phase II Property is legally described in Exhibit "A" attached hereto.

B. Assignor, as "Developer," and the City of Perris, a California municipal corporation ("City"), are parties that certain Development Agreement-Phase II-FR/CAL Goetz Road, LLC dated September 30, 2011 (the "Development Agreement"), relating to the Phase II Property. The Development Agreement is recorded as instrument 2014-0092059 in Riverside County Official Records.

C. Assignor is concurrently herewith, pursuant to that certain Agreement for Purchase and Sale of Property dated as of April 25, 2022 (as amended, the "Purchase Agreement"), selling to Assignee a portion of the Phase II Property, generally referred to as the Building 2 parcel in the site plan approved by the City Council on January 30, 2024 ("Site"), as more particularly described in Exhibit "B" attached hereto. The Site is depicted as LD Parcel 1 on Exhibit "C" hereto.

D. Capitalized terms not defined herein shall have the same meaning as set forth in the Development Agreement.

E. In accordance with Section 2.3 of the Development Agreement, Assignor now desires to assign a portion of its obligations and its right, title, and interest in and to the

Development Agreement as it relates to the Site to Assignee, and Assignee desires to accept such assignment on, and subject to, the terms and conditions set forth in this Assignment.

F. The City of Perris desires to consent to same assignment and assumption and to release Developer as provided by its signature below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **AGREEMENT:**

1. **Effective Date.** This Assignment shall not be deemed to be effective unless and until the transfer of title to the Site from Assignor to Assignee occurs, as evidenced by the recordation of a grant deed in the Official Records conveying the Site from Developer to Assignee (the date of recordation of such grant deed, the "Effective Date").
2. **Assignment.** From and after the Effective Date of this Assignment, Assignor hereby assigns, conveys, transfers and delivers to Assignee all of Assignor's right, title, interest, and obligation in, to and under the Development Agreement as such rights, title, interest and obligation apply to the Site and/or a portion of the Site, which rights, title, interest and obligations expressly exclude any and all rights, title, interest and obligations of Assignor relating to the following, whether or not the following pertain or relate to the Site: (a) the Public Improvements (as defined in the Development Agreement), and (b) the Offsite Improvements (as defined in the Purchase Agreement) (such excluded rights, title, interest and obligations, collectively, the "Developer-Retained Interest"), and Assignee hereby accepts such assignment and agrees to assume performance of all terms, covenants, obligations and conditions occurring or arising under the Development Agreement (with respect to the Site only, and expressly excluding the Developer-Retained Interest) from and after the Effective Date.
3. **Assumption of Obligations.** By acceptance of this Assignment, Assignee hereby agrees to assume all of Assignor's right, title, interest and obligation in, to and under the Development Agreement to the extent such rights, title, interest and obligation apply to the Site, expressly excluding the Developer-Retained Interest (such rights, title, interest and obligations assigned pursuant to Section 2 and assumed pursuant to this Section 3, which expressly exclude the Developer-Retained Interest, are hereinafter collectively referred to as the "Assigned Interest"), and Assignee agrees to timely discharge, perform or cause to be performed and to be bound by all of the liabilities, duties and obligations imposed in connection with the Development Agreement to the extent such rights, title, interest and obligation apply to the Assigned Interest, from and after the Effective Date of this Assignment to the same extent as if Assignee had been the original party thereto with respect to the Assigned Interest. Assignor is, as of the Effective Date and to the extent provided in Section 4 below, released from all future liabilities, duties and obligations created by the Development Agreement with respect to the Assigned Interest.
4. **City Release of Developer.** The City agrees that, by the City's approval of this Assignment, Assignor is hereby released and discharged from all rights, privileges, obligations and liabilities under the Development Agreement relating to the Assigned Interest and first arising and accruing from and after the Effective Date, and the City and Assignee each hereby

acknowledge that, as of the Effective Date, Assignee enjoys all such right and privileges and is responsible for satisfying all such obligations and liabilities of the same, as they relate to the Assigned Interest, as if the Development Agreement had originally been executed between the City and Assignee with respect to the Assigned Interest.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

7. Further Assurances. The parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Assignment.

8. Authority of Signatories to Bind Principals. The persons executing this Assignment on behalf of their respective principals represent that (i) they have been authorized to do so and that they thereby bind the principals to the terms and conditions of this Assignment and (ii) their respective principals are properly and duly organized and existing under the laws of, and permitted to do business in, the State of California.

9. Interpretation. The paragraph headings of this Assignment are for reference and convenience only and are not part of this Assignment. They have no effect upon the construction or interpretation of any part hereof. The provisions of this Assignment shall be construed in a reasonable manner to effect the purposes of the parties and of this Assignment.

10. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the date set forth above.

“Developer” or “Assignor”

“Assignee”

IDIL PERRIS FULFILLMENT CENTER LP,  
a Delaware limited partnership

DSV REAL ESTATE LOS ANGELES, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONSENT

The City of Perris, a California municipal corporation, hereby consents to this Assignment for purposes of Section 2.3 of the Development Agreement and hereby releases Developer pursuant to Section 2.4 of the Development Agreement of its obligations and responsibilities under the Development Agreement to the extent such obligations and responsibilities relate to the Assigned Interest, except as may be provided in Sections 2, 3 and 4 of this Assignment.

CITY OF PERRIS,  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

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

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

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 \_\_\_\_\_, 2024, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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 \_\_\_\_\_, 2024, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

[ACKNOWLEDGMENT PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

## EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PERRIS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3, 8, 9, AND 10 OF JOHNSON'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGE 705 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, TOGETHER WITH THAT CERTAIN UNNAMED ROAD LYING SOUTH OF LOTS 1, 2, AND 3, AND NORTH OF LOTS 8, 9, AND 10, AS ABANDONED BY THE COUNTY OF RIVERSIDE BY RESOLUTION ABANDONING COUNTY HIGHWAY, A CERTIFIED COPY OF WHICH WAS RECORDED JULY 19, 1960 AS INSTRUMENT NO. 64051 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE EAST 30 FEET OF LOTS 1 AND 10 FOR ROAD PURPOSES.

APNs: 330-120-002-5 (Affects Lots 3 and 8)  
330-120-003-6 (Affects Lots 2 and 9)  
330-120-008-1 (Affects Portion Lots 1 and 10)  
330-120-009-2 (Affects Portion Lot 10)  
330-120-010-2 (Affects Portion Lots 1 and 10)  
330-120-011-3 (Affects Portion Lot 10)

**EXHIBIT B**

**Legal Description of the Site**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL C AS SHOWN ON CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT PLN NO. 23-05231, AS EVIDENCED BY DOCUMENT RECORDED DECEMBER 22, 2023 AS INSTRUMENT NO. 2023-0379249 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 1, 9 AND 10 OF JOHNSON'S SUBDIVISION, IN THE CITY OF PERRIS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 15, PAGE 705 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF PARCEL 1 OF CERTIFICATE OF PARCEL MERGER PLN NO. 23-05071, RECORDED DECEMBER 22, 2023 AS DOCUMENT NO. 2023-0379235, OF OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY PROLONGATION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID GOETZ ROAD AND THE CENTERLINE OF MAPES ROAD (30-FOOT HALF WIDTH) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 47 PAGE 11 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY OF SAID COUNTY;

THENCE WESTERLY ALONG SAID CENTERLINE, NORTH 89°40'36" WEST 883.60 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°19'28" WEST 183.62 FEET;

THENCE SOUTH 09°58'37" WEST 2349.79 FEET TO A POINT BEARING NORTH 09°58'37" EAST 141.76 FEET FROM A POINT ON THE SOUTHERLY LINE OF SAID LOT 9, SAID LAST MENTIONED POINT BEING DISTANT THEREON NORTH 89°43'38" WEST 1306.91 FEET, MEASURED ALONG THE SOUTHERLY LINES OF SAID LOTS 9 AND 10, FROM THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 10 AND SAID WESTERLY LINE OF GOETZ ROAD;

THENCE SOUTH 09°58'37" WEST 141.76 FEET TO THE SOUTHERLY LINE OF SAID LOT 9;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 9, NORTH 89°43'38" WEST 1076.18 FEET;

THENCE NORTH 00°16'22" EAST 39.00 FEET;

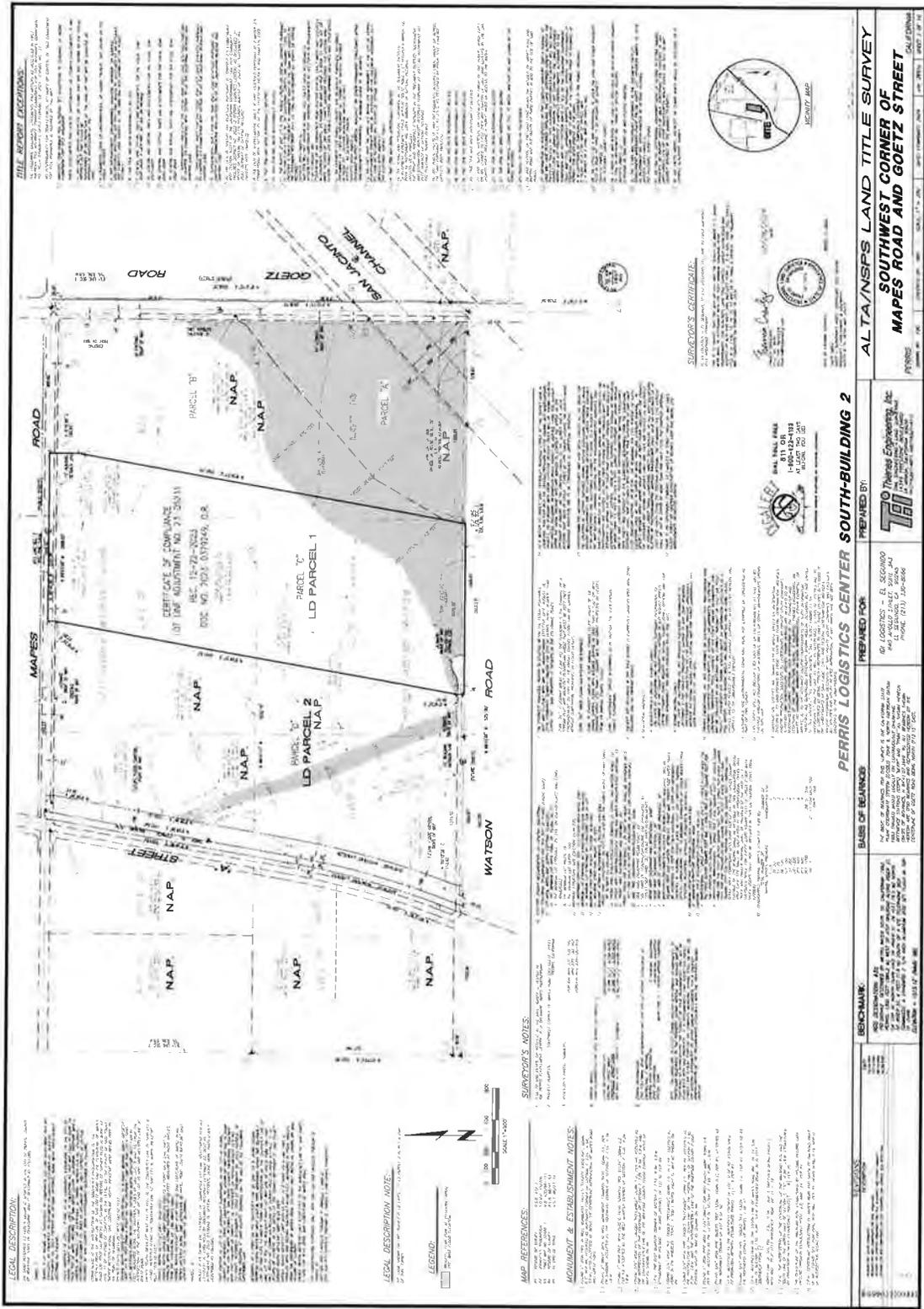
THENCE NORTH 09°58'37" EAST 2591.53 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHERLY 47.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MAPES ROAD;

THENCE NORTH 00°19'24" EAST 47.00 FEET TO SAID CENTERLINE OF MAPES ROAD;

THENCE EASTERLY ALONG SAID CENTERLINE OF MAPES ROAD, SOUTH 89°40'36" EAST 1059.45 FEET TO THE POINT OF BEGINNING.

# EXHIBIT C

## [DEPICTION OF THE SITE]



# ATTACHMENT 3

Development Agreement-

Due to the size of the file it can be accessed at this link:

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



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** Consent to the Assignment & Assumption of a portion of Phase II of the South Perris Development Agreements from IDIL Perris Fulfillment Center LP, a Delaware limited partnership, to Anatolia Perris LLC, a Delaware limited liability company, for an industrial project located at the southwest corner of Mapes and Goetz Road (MM 22-05265)

**REQUESTED ACTION:** That the City Council approve and authorize the City Manager to execute the Assignment and Assumption Agreement in a form approved by the City Attorney

**CONTACT:** Robert Khuu, City Attorney

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

On August 31, 2010, the City Council adopted Ordinances 1269, 1270 and 1271 approving three Development Agreements for entitlements granted to three affiliates of FirstCal Industrial, LLC for the development of three industrial logistic distribution campuses on three different sites. The Phase II Development Agreement dated September 30, 2011, was subsequently assigned to IDIL Perris Fulfillment Center, LP (“Development Agreement”).

On January 30, 2024, the City Council approved Major Modification (MM) 22-05265 of Development Plan Review (DPR) 08-04-0006. As approved, the industrial development consists of three industrial buildings on three contiguous parcels. Building 1 consists of 1,385,090 square feet, Building 2 consists of 1,396,020 square feet, and Building 3 consists of 535,207 square feet, as shown on the Site Map attached hereto as Attachment 1.

IDIL Perris Fulfillment Center, LP, is now selling to Anatolia Perris, LLC, a portion of the Phase II property, specifically the Building 1 parcel shown on the Site Map. IDIL Perris Fulfillment Center, LP, thus now desires to assign a portion of its obligations and its right, title, and interest in and to the Development Agreement as it relates to the Building 1 parcel to Anatolia Perris, LLC.

Section 2.3 of the Development Agreement allows the owner to transfer all or part of the property and Development Agreement with the City’s consent. Staff has reviewed the request for consent for the Assignment & Assumption Agreement for this portion of Phase II and has found no good cause to deny such consent, and therefore recommends the City Council approve and authorize the City Manager to execute the Assignment and Assumption Agreement in a form approved by the City Attorney.

---

**BUDGET (or FISCAL) IMPACT:** None to the City

---

Prepared by: Yecenia Vargas, Assistant City Attorney

**REVIEWED BY:**

City Attorney

Assistant City Manager MB

Deputy City Manager ER

Attachments: 1. Site Map  
2. Assignment and Assumption Agreement  
3. Development Agreement- Due to the size of the file it can be accessed at this link: <https://www.cityofperris.org/government/city-council/council-meetings>

Consent: x

Public Hearing:

Business Item:

Presentation:

Other:

# ATTACHMENT 1

Site Map

EXHIBIT A

SITE MAP



EXHIBIT A

# ATTACHMENT 2

Assignment and Assumption Agreement

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Perris  
101 North "D" Street  
Perris, CA 92570  
Attn: City Clerk

Space Above This Line for Recorder's Use (Exempt from Recording Fee per Gov't Code § 6103)

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**[PHASE II]**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of March \_\_, 2024, by and between IDIL PERRIS FULFILLMENT CENTER LP, a Delaware limited partnership (the "Developer" or "Assignor") and ANATOLIA PERRIS LLC, a Delaware limited liability company ("Assignee"), with reference to the following Recitals.

**Recitals**

A. Assignor is the owner of approximately two hundred one and sixty- four hundredths (201.64) acre parcel of real property (the "Phase II Property") located in the City of Perris, County of Riverside, State of California (commonly known as APN 330-120-002-5 (Lots 3 and 8), 330-120-003-6 (Lots 2 and 9), 330-120-008-1 (Portion of Lots 1 and 10), 330-120-009-2 (Portion of Lot 10), 330-120-0010-2 (Portion of Lots 1 and 10), and 310-220-011-3 (Portion of Lot 10)), which is within the City of Perris, County of Riverside, State of California. The Phase II Property is legally described in Exhibit "A" attached hereto.

B. Assignor, as "Developer," and the City of Perris, a California municipal corporation ("City"), are parties that certain Development Agreement-Phase II-FR/CAL Goetz Road, LLC dated September 30, 2011 (the "Development Agreement"), relating to the Phase II Property. The Development Agreement is recorded as instrument 2014-0092059 in Riverside County Official Records.

C. Assignor is concurrently herewith, pursuant to that certain Agreement for Purchase and Sale of Property dated as of September 2, 2021 (as amended, the "Purchase Agreement"), selling to Assignee a portion of the Phase II Property, generally referred to as the Building 1 parcel in the site plan approved by the City Council on January 30, 2024 ("Site"), as more particularly described in Exhibit "B" attached hereto. The Site is depicted as LD Parcel 2 on Exhibit "C" hereto.

D. Capitalized terms not defined herein shall have the same meaning as set forth in the Development Agreement.

E. In accordance with Section 2.3 of the Development Agreement, Assignor now desires to assign a portion of its obligations and its right, title, and interest in and to the

Development Agreement as it relates to the Site to Assignee, and Assignee desires to accept such assignment on, and subject to, the terms and conditions set forth in this Assignment.

F. The City of Perris desires to consent to same assignment and assumption and to release Developer as provided by its signature below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **AGREEMENT:**

1. **Effective Date.** This Assignment shall not be deemed to be effective unless and until the transfer of title to the Site from Assignor to Assignee occurs, as evidenced by the recordation of a grant deed in the Official Records conveying the Site from Developer to Assignee (the date of recordation of such grant deed, the "Effective Date").

2. **Assignment.** From and after the Effective Date of this Assignment, Assignor hereby assigns, conveys, transfers and delivers to Assignee all of Assignor's right, title, interest, and obligation in, to and under the Development Agreement as such rights, title, interest and obligation apply to the Site and/or a portion of the Site, which rights, title, interest and obligations expressly exclude any and all rights, title, interest and obligations of Assignor relating to the following, whether or not the following pertain or relate to the Site: (a) the Public Improvements (as defined in the Development Agreement), and (b) the Offsite Improvements (as defined in the Purchase Agreement) (such excluded rights, title, interest and obligations, collectively, the "Developer-Retained Interest"), and Assignee hereby accepts such assignment and agrees to assume performance of all terms, covenants, obligations and conditions occurring or arising under the Development Agreement (with respect to the Site only, and expressly excluding the Developer-Retained Interest) from and after the Effective Date.

3. **Assumption of Obligations.** By acceptance of this Assignment, Assignee hereby agrees to assume all of Assignor's right, title, interest and obligation in, to and under the Development Agreement to the extent such rights, title, interest and obligation apply to the Site, expressly excluding the Developer-Retained Interest (such rights, title, interest and obligations assigned pursuant to Section 2 and assumed pursuant to this Section 3, which expressly exclude the Developer-Retained Interest, are hereinafter collectively referred to as the "Assigned Interest"), and Assignee agrees to timely discharge, perform or cause to be performed and to be bound by all of the liabilities, duties and obligations imposed in connection with the Development Agreement to the extent such rights, title, interest and obligation apply to the Assigned Interest, from and after the Effective Date of this Assignment to the same extent as if Assignee had been the original party thereto with respect to the Assigned Interest. Assignor is, as of the Effective Date and to the extent provided in Section 4 below, released from all future liabilities, duties and obligations created by the Development Agreement with respect to the Assigned Interest.

4. **City Release of Developer.** The City agrees that, by the City's approval of this Assignment, Assignor is hereby released and discharged from all rights, privileges, obligations and liabilities under the Development Agreement relating to the Assigned Interest and first arising and accruing from and after the Effective Date, and the City and Assignee each hereby

acknowledge that, as of the Effective Date, Assignee enjoys all such right and privileges and is responsible for satisfying all such obligations and liabilities of the same, as they relate to the Assigned Interest, as if the Development Agreement had originally been executed between the City and Assignee with respect to the Assigned Interest.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

7. Further Assurances. The parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Assignment.

8. Authority of Signatories to Bind Principals. The persons executing this Assignment on behalf of their respective principals represent that (i) they have been authorized to do so and that they thereby bind the principals to the terms and conditions of this Assignment and (ii) their respective principals are properly and duly organized and existing under the laws of, and permitted to do business in, the State of California.

9. Interpretation. The paragraph headings of this Assignment are for reference and convenience only and are not part of this Assignment. They have no effect upon the construction or interpretation of any part hereof. The provisions of this Assignment shall be construed in a reasonable manner to effect the purposes of the parties and of this Assignment.

10. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the date set forth above.

“Assignor”

“Assignee”

IDIL PERRIS FULFILLMENT CENTER  
LP,  
a Delaware limited partnership

ANATOLIA PERRIS LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONSENT

The City of Perris, a California municipal corporation, hereby consents to this Assignment for purposes of Section 2.3 of the Development Agreement and hereby releases Developer pursuant to Section 2.4 of the Development Agreement of its obligations and responsibilities under the Development Agreement to the extent such obligations and responsibilities relate to the Assigned Interest, except as may be provided in Sections 2, 3 and 4 of this Assignment.

CITY OF PERRIS, a municipal corporation

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

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

Its: \_\_\_\_\_

ATTEST:

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

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

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 \_\_\_\_\_ )            ss.

On \_\_\_\_\_, 2024, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the persons(s), or the entity upon behalf of which the person(s) acted, executed said instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

[ACKNOWLEDGMENT PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

**EXHIBIT A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PERRIS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3, 8, 9, AND 10 OF JOHNSON'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGE 705 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, TOGETHER WITH THAT CERTAIN UNNAMED ROAD LYING SOUTH OF LOTS 1, 2, AND 3, AND NORTH OF LOTS 8, 9, AND 10, AS ABANDONED BY THE COUNTY OF RIVERSIDE BY RESOLUTION ABANDONING COUNTY HIGHWAY, A CERTIFIED COPY OF WHICH WAS RECORDED JULY 19, 1960 AS INSTRUMENT NO. 64051 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE EAST 30 FEET OF LOTS 1 AND 10 FOR ROAD PURPOSES.

APNs: 330-120-002-5 (Affects Lots 3 and 8)  
330-120-003-6 (Affects Lots 2 and 9)  
330-120-008-1 (Affects Portion Lots 1 and 10)  
330-120-009-2 (Affects Portion Lot 10)  
330-120-010-2 (Affects Portion Lots 1 and 10)  
330-120-011-3 (Affects Portion Lot 10)

**EXHIBIT B**

**Legal Description of the Site**

PARCEL D AS SHOWN ON CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT PLN NO. 23-05231, AS EVIDENCED BY DOCUMENT RECORDED DECEMBER 22, 2023 AS INSTRUMENT NO. 2023-0379249 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 9 OF JOHNSON'S SUBDIVISION, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGE 705 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF PARCEL 1 OF CERTIFICATE OF PARCEL MERGER PLN NO. 23-05071, RECORDED DECEMBER 22, 2023 AS DOCUMENT NO. 2023-0379235, OF OFFICIAL RECORDS OF SAID COUNTY, BOUNDED ON THE EAST BY THE FOLLOWING DESCRIBED LINE:·

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 9, BEING DISTANT THEREON NORTH 89°43'38" WEST 2383.09 FEET, MEASURED ALONG THE SOUTHERLY LINE OF SAID LOTS 10 AND 9, FROM SAID INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 10 AND THE WESTERLY RIGHT-OF-WAY LINE OF GOETZ ROAD (30-FOOT HALF WIDTH) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 47 PAGE 11 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;·

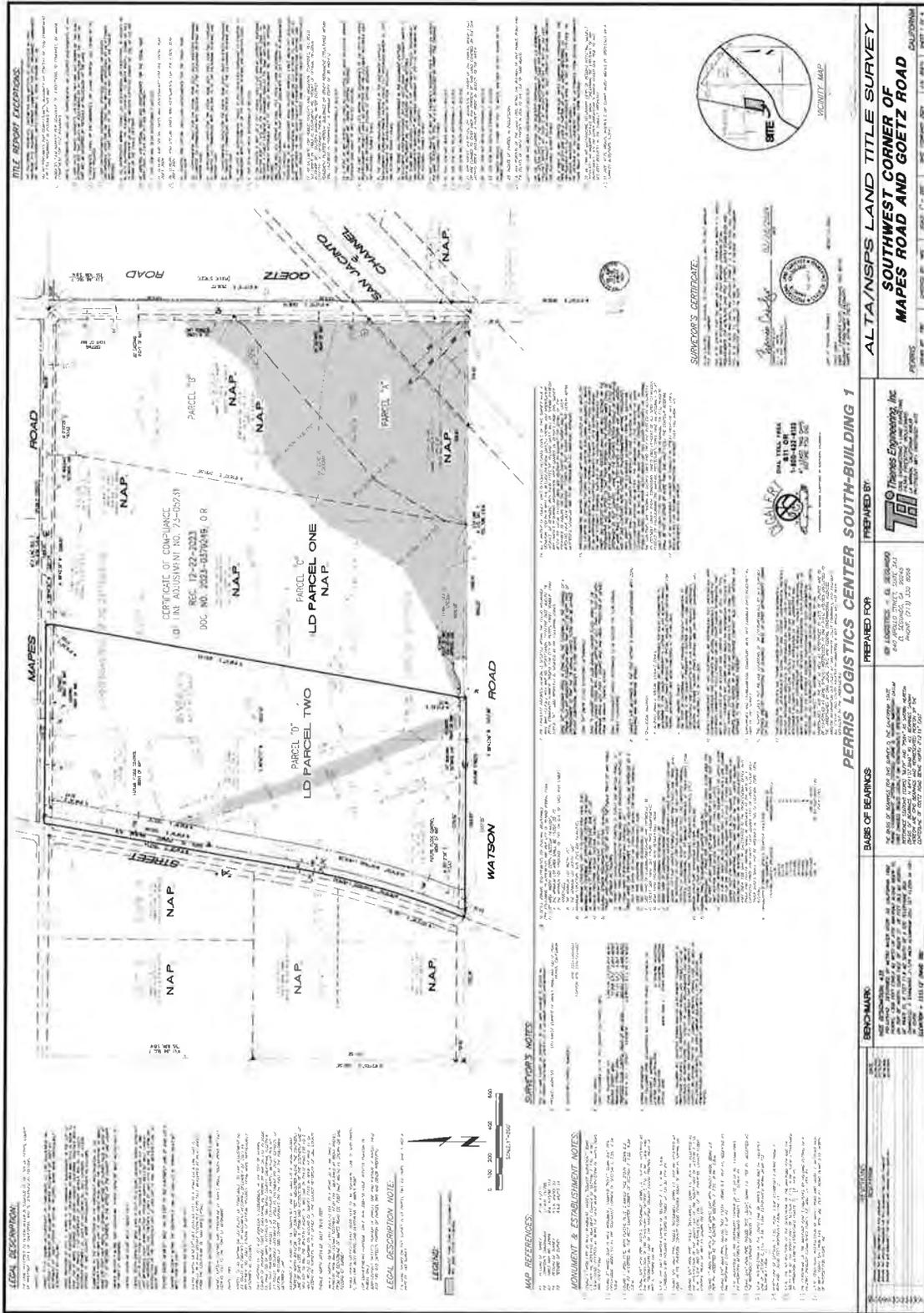
THENCE NORTH 00°16'22" EAST 39.00 FEET;·

THENCE NORTH 09°58'37" EAST 2591.53 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHERLY 47.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MAPES ROAD (30-FOOT HALF WIDTH) AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 00°19'24" EAST 47.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1, SAID LINE ALSO BEING SAID CENTERLINE OF MAPES ROAD.

# EXHIBIT C

## [DEPICTION OF THE SITE]



# EXHIBIT C

# ATTACHMENT 3

Development Agreement-

Due to the size of the file it can be accessed at this link:

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



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

10.T.

**MEETING DATE:** March 26, 2024

**SUBJECT:** Consideration of a Professional Service Agreement with Flock Safety for a Two-Year Agreement to Purchase a Camera System in the Amount of \$653,538.

**REQUESTED ACTION:** Approve the Professional Service Agreement with Flock Safety for a Two-Year Agreement to Purchase a Camera System in the Amount of \$653,538 and Authorize the City Manager to Execute Related Documents, Approved to as to Form by the City Attorney

**CONTACT:** Ernie Reyna, Deputy City Manager *ER*

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

At the March 1, 2024, Public Safety Committee meeting, Jesse Mund of Flock Safety presented to the committee the Flock Safety camera system. This technology is a license plate recognition system that gathers objective evidence and facts about vehicles, not people. Additionally, this technology will alert police of wanted vehicles and can be used to solve crimes of varying degree. Based on the information provided at the committee meeting, staff is considering installing 99 cameras throughout various intersections to aid the Sheriff's Department in solving crime. After discussing and reviewing the technology and camera system, the Public Safety Committee recommended that this item be moved forward to the City Council for their approval.

Currently, the City utilizes Vigilante Solutions to provide Automated License Plate Reading services. The contract for Vigilante was for a five-year period that began in 2019 and is slated to end on June 30, 2024. Based on information provided to the Public Safety Committee, staff is recommending migrating the camera system over to Flock Safety and terminating the services of Vigilante. Reasons for the potential switch in services include that Flock uses machine vision (a form of artificial intelligence) to help identify vehicle attributes and the license plate, so a search can be conducted based on the vehicle description. Vigilante uses DMV records, which is limited to whatever information the DMV has on hand making searching by vehicle description difficult and not as useful.

Other reasons to consider switching entirely to Flock over Vigilante include the manner the two systems search for vehicles. Flock keeps all DMV records, Amber Alerts, stolen plates, etc. in their cloud, while Vigilante reads a license plate and runs it against the various state's system making Flock faster and more responsive. Also, all of Flock's cameras submitted in their proposal

are solar powered and can be placed wherever needed. Vigilante cameras require hardwiring and power for their cameras to function.

The Flock Safety camera system is already in use throughout Riverside County and neighboring cities include Moreno Valley, Canyon Lake, and Lake Elsinore and all throughout the unincorporated areas of the County as well as Corona, Eastvale, Norco, Jurupa Valley, Hemet, and Temecula.

As technology improves, staff have recognized the desire to move towards better technology by adding additional cameras throughout the City to enhance safety for residents. To do this, staff are proposing to upgrade from its current 34 cameras (most of which are Vigilante), to a total of 99 cameras entirely with Flock. The City does currently have five Flock cameras in the City, and based on recommendation from the Riverside County's Sheriff's Department, will be expanding that number to 99 cameras as is presented in the professional service agreement and quote received from the company. Flock's pricing is based on a two-year agreement and includes installation at a rate of \$653,538 over a two-year period.

It is recommended that the City Council review and approve the two-year agreement with Flock Safety for the purchase and installation of 99 cameras throughout the City for a two-year price of \$653,538.

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**BUDGET (or FISCAL) IMPACT:** The purchase price of \$653,538 will be broken down over the next two fiscal years, with the price for FY 2024/25 of \$347,142 and FY 2025/26 of \$308,292, less a discount of \$1,896. Funding will come from the General Fund under the Public Safety department utilizing cost-savings in the Sheriff's budget to cover most of the price with an amendment to the budget, as needed, to cover the remaining cost.

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Prepared by: Ernie Reyna, Deputy City Manager

**REVIEWED BY:**

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

**Attachments:**

1. Agreement for Professional Services Between City of Perris and Flock Safety Group Inc. dba Flock Safety
2. Flock Order Form and Master Service Agreement
3. Implementation Guide
4. Flock PowerPoint Presentation

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

**ATTACHMENT 1**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN CITY OF PERRIS AND FLOCK  
SAFETY GROUP INC. DBA FLOCK SAFETY**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN CITY OF PERRIS AND  
FLOCK GROUP INC. dba FLOCK SAFETY**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between CITY OF PERRIS, a California municipal corporation (“**City**”) and FLOCK GROUP INC. dba FLOCK SAFETY, a Delaware corporation (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties.**”

**RECITALS**

A. Pursuant to the Perris Municipal Code, City has the authority to enter into and execute this Agreement.

B. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as **Exhibit A** and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; b) all materials used for services will be both of good quality as well as fit for the purpose intended; and, c) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.

**1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

**1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered.

City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.

**1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

**1.5 Additional Services and Compensation.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as the Perris Municipal Code ("PMC"), is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in the Contract Sum of up to ten percent (10%) of the Contract Sum or \$30,000, whichever is less, may be approved by the City Manager pursuant to Section 9.4. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

**1.6 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.

**1.7 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.

**1.8 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more,

Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

**1.9 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Six Hundred Fifty-Three Thousand Five Hundred Thirty Eight Dollars (\$653,538.00) (“**Contract Sum**”), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

**2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City’s Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

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

**3.2 Term.** Unless earlier terminated in accordance with Article 7 of this Agreement,

this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2026 (“**Term**”).

**3.3 Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as **Exhibit D** and incorporated herein by this reference. Such time period(s) may be increased by the Contract Officer, provided that such increases shall not serve to extend the Term.

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

#### **ARTICLE 4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** The representative of Consultant is Jesse Mund, Major Accounts Manager, who is authorized to act on Consultant’s behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

**4.2 Contract Officer for City.** The Contract Officer for City is Ernie Reyna, Deputy City Manager (or such person as may be designated by the City Manager). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant’s responsibility to assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

**4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the City Manager or by their delegate as provided for in writing.

**4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers,

employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

**4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

**5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees and agents of City. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office (“ISO”) form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general 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 Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Liability.** A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than \$1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) **Professional Liability.** Professional liability insurance appropriate to Consultant’s profession. This coverage may be written on a “claims made” basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage. Limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate.

(e) **Cyber Liability.** Cyber liability insurance appropriate to Consultant’s profession and the services hereunder, written on a per occurrence basis, with limits not less than \$1,000,000 per occurrence/loss, and \$2,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant pursuant to this Agreement and shall include, but not be limited to, claims involving: infringement of intellectual property; copyright; trademark; invasion of privacy violations; data breach; electronic information theft, loss, damage, destruction, alteration or misuse; release of private information; extortion; and, network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

(f) **Excess Liability Insurance.** Excess liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that

would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) “follow form” to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

(g) **Subcontractors.** In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, Consultant shall either: 1) include each subcontractor as insureds under its policies of insurance required herein; or, 2) Consultant shall furnish to City all documentation, required in Article 5 for Consultant, for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

## **5.2 General Insurance Requirements.**

(a) **Proof of Insurance, Enforcement and Notice.** No work or services under this Agreement shall commence until both Consultant has provided City with insurance certificates, endorsement forms and appropriate insurance binders evidencing the above insurance coverages, as well as said documentation is approved by City. City reserves the right to inspect complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments; or, 2) City, notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant’s performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(b) **Cancellation/Amendment.** All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment) to City. In the event any of said policies of insurance are amended or cancelled, Consultant shall, five (5) business days prior to the cancellation date, submit new evidence of insurance in conformance with this Agreement to City.

(c) **Additional Insureds.** The commercial general liability policy provided for in Section 5.1(a) and the automobile liability policy provided for in Section 5.1(c) both shall name City and its elected and appointed officers, employees and agents (“**City Parties**”) as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability, and policies of insurance shall not contain any cross-liability exclusions.

(d) **Primary, Subrogation, Contribution and Coverage.** All of the above policies of insurance shall be primary insurance. The insurers for the above policies, Consultant and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution

they may have against City or City Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by City or City Parties will apply in excess of, and not contribute with, Consultant's insurance. If Consultant maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(e) **Limitations, Self-Insured Retention and Deductibles.** Consultant agrees that requirements of Article 5 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.3. All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City Parties, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorneys' fees, defense expenses and claims.

### 5.3 **Indemnification.**

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) **Further Provisions.** The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorneys' fees, expert fees and costs of litigation.

(c) **Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

## **ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION**

**6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

**6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other

materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant 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 City.

**6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

**7.1 California Law.** This Agreement 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. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.

**7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

**7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

**7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed to City as previously stated.

**7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, 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 Consultant to insure, indemnify, and protect City as elsewhere provided herein.

**7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. 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 Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

**7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, 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.

**7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

**7.9 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 attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION**

**8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.2 Conflict of Interest.** Consultant 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 Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant 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 Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of 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 this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**8.3 Covenant Against Discrimination.** Consultant 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, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

**9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to the Contract Officer at City of Perris, 101 N. "D" Street, Perris, CA 92570, and in the case of Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

**9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

**9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. 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 prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City, provided that City's approval thereof shall only be valid if made in a manner consistent with the PMC.

**9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.

**9.7 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) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY:**  
CITY OF PERRIS, a California municipal corporation

\_\_\_\_\_  
Clara Miramontes  
City Manager

**ATTEST:**

\_\_\_\_\_  
Nancy A. Salazar, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Robert Khuu, City Attorney

**CONSULTANT:**  
FLOCK GROUP INC. dba FLOCK SAFETY,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

**EXHIBIT A**  
**SCOPE OF SERVICES**

- I. Consultant will perform services described in Consultant's Proposal and attached hereto. Consultant's Proposal includes the Master Services Agreement between City and Consultant and its accompanying attachments including Exhibit A - Order Form, Exhibit B – Insurance, and Exhibit C – Customer Implementation Guide.**
  
- II. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.**

**EXHIBIT B**  
**SPECIAL REQUIREMENTS**  
**(Superseding Agreement Boilerplate)**

Deleted text is indicated in ~~striketrough~~ and added text in ***bold italics***.

I. Section 7.2 shall be amended as follows:

“This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. ~~City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days’ notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City.~~ Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. ~~In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.”~~

## EXHIBIT C

### SCHEDULE OF COMPENSATION

- I. Consultant will be compensated for Services provided under this Agreement in accordance with the schedule in Consultant's Proposal and attached hereto.
- II. City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.
- III. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.
- IV. Consultant shall perform the following tasks at the following rates:

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$308,292.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS® Advanced Package	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	99	Included
<b>Flock Safety Video Products</b>			
Flock Safety Wing™ VMS	Included	158	Included

#### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	48	\$31,200.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	51	\$7,650.00

<b>Subtotal Year 1:</b>	\$347,142.00
<b>Annual Recurring Subtotal:</b>	\$308,292.00
<b>Discounts:</b>	\$1,896.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$653,538.00

**EXHIBIT D**  
**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule described in Consultant's Proposal and attached hereto.**
  
- II. Consultant shall perform all Services timely in accordance with the following schedule:**

**ATTACHMENT 2**

**FLOCK ORDER FORM AND MASTER SERVICE  
AGREEMENT**

**Flock Safety + CA - City of Perris**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Jesse Mund  
[jesse.mund@flocksafety.com](mailto:jesse.mund@flocksafety.com)  
7138996379

flock safety

# flock safety

## EXHIBIT A ORDER FORM

Legal Entity Name: CA - City of Perris  
 Accounts Payable Email: ereyna@cityofperris.org  
 Address: 101 N D St Perris, California 92571

Initial Term: 24 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - Invoiced at First Camera Validation.  
 Retention Period: 30 Days

11006.0001/969138.1

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$308,292.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS® Advanced Package	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	99	Included
<b>Flock Safety Video Products</b>			
Flock Safety Wing™ VMS	Included	158	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	48	\$31,200.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	51	\$7,650.00
<b>Subtotal Year 1:</b>			<b>\$347,142.00</b>
<b>Annual Recurring Subtotal:</b>			<b>\$308,292.00</b>
<b>Discounts:</b>			<b>\$1,896.00</b>
<b>Estimated Tax:</b>			<b>\$0.00</b>
<b>Contract Total:</b>			<b>\$653,538.00</b>

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") upon execution of a written Amendment to the Agreement by both parties.*

## Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$347,142.00
<b>Annual Recurring after Year 1</b>	\$308,292.00
<b>Contract Total before Discount</b>	\$655,434.00

\*Tax not included

## Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$1,896.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOST™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

FlockOS Features	Description
Wing Gateway, Wing Cloud, Wing VMS	Unlocks access to purchase Wing.
Custom Map Layers	The FlockOS® Map is powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data.
Axon BWC (Body Worn Camera) Locations	Locate patrol officers and their BWC device statuses in one unified map view, optimizing coordination and response times.
Map PDF Attachments	
Camera Registry Program	Access a customizable, fully-hosted camera registry website to quickly identify nearby video sources during incidents. Strengthen community ties by incorporating fixed camera feeds from local schools, businesses, and neighborhoods. The interactive map lets you spot relevant cameras so you can easily contact camera owners to assist in investigations.
SSO	Ability to sign into the Flock Safety platform via Okta Single Sign On (SSO). This increases login speed and information security.

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: City of Perris, a California municipal corporation**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

## Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the \_\_\_ day of March 2024. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes (“**Permitted Purpose**”).

## AGREEMENT

**NOW, THEREFORE**, Flock and Customer agree that the Agreement for Professional Services between City of Perris and Flock Group Inc. dba Flock Safety, this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User, including any acts or omissions of Authorized End User, which would constitute a breach of this agreement if undertaken by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “*Support Services*”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time of the Term of this Agreement will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate the equipment coming into contact with hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### 3. CUSTOMER OBLIGATIONS

**3.1 Customer Obligations.** Flock will assist each Customer Authorized End User in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID a name that they do not have the right to use or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without the prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### 4. DATA USE AND LICENSING

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain all legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell or share Anonymized Data with third parties.

## 5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock further agrees not to divulge to any third party any information or data identifying any individual or vehicle appearing in the data. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document:

(a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations after giving Customer notice in writing and an opportunity to object to any such proposed disclosure.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including any amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Flock with a legally sufficient tax exemption certificate.

Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) as memorialized by a written amendment to this Agreement signed by both parties.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware within a commercially reasonable time period not to exceed ninety (90) days. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, if Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 4, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

**8.1 Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or must replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

**8.2 Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

**8.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

**8.5 Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

**8.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

**9.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT

ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, contractors, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the negligence torts of its own officers, agents, contractors, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees; and (iii) the improper disclosure by Flock, its employees, agents or officers of data obtained from the cameras deployed to Customer.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## 11. MISCELLANEOUS

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement except to those terms contained in the Agreement for Professional Services between City of Perris and Flock Group Inc. dba Flock Safety that are not in conflict with the terms contained herein, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the

terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: CITY OF PERRIS  
101 N. "D" STREET  
PERRIS, CA 92570  
ATTN: Ernie Reyna, Deputy City Manager  
EMAIL: ereyna@cityofperris.org

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With a Copy to:

ADDRESS: ALESHIRE & WYNDER, LLP  
3880 LEMON ST, STE 520  
RIVERSIDE, CA 92501  
ATTN: Robert Khuu, Esq. City Attorney

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EXHIBIT B  
INSURANCE

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

# ATTACHMENT 3

## IMPLEMENTATION GUIDE

Customer Implementation Guide

# Law Enforcement



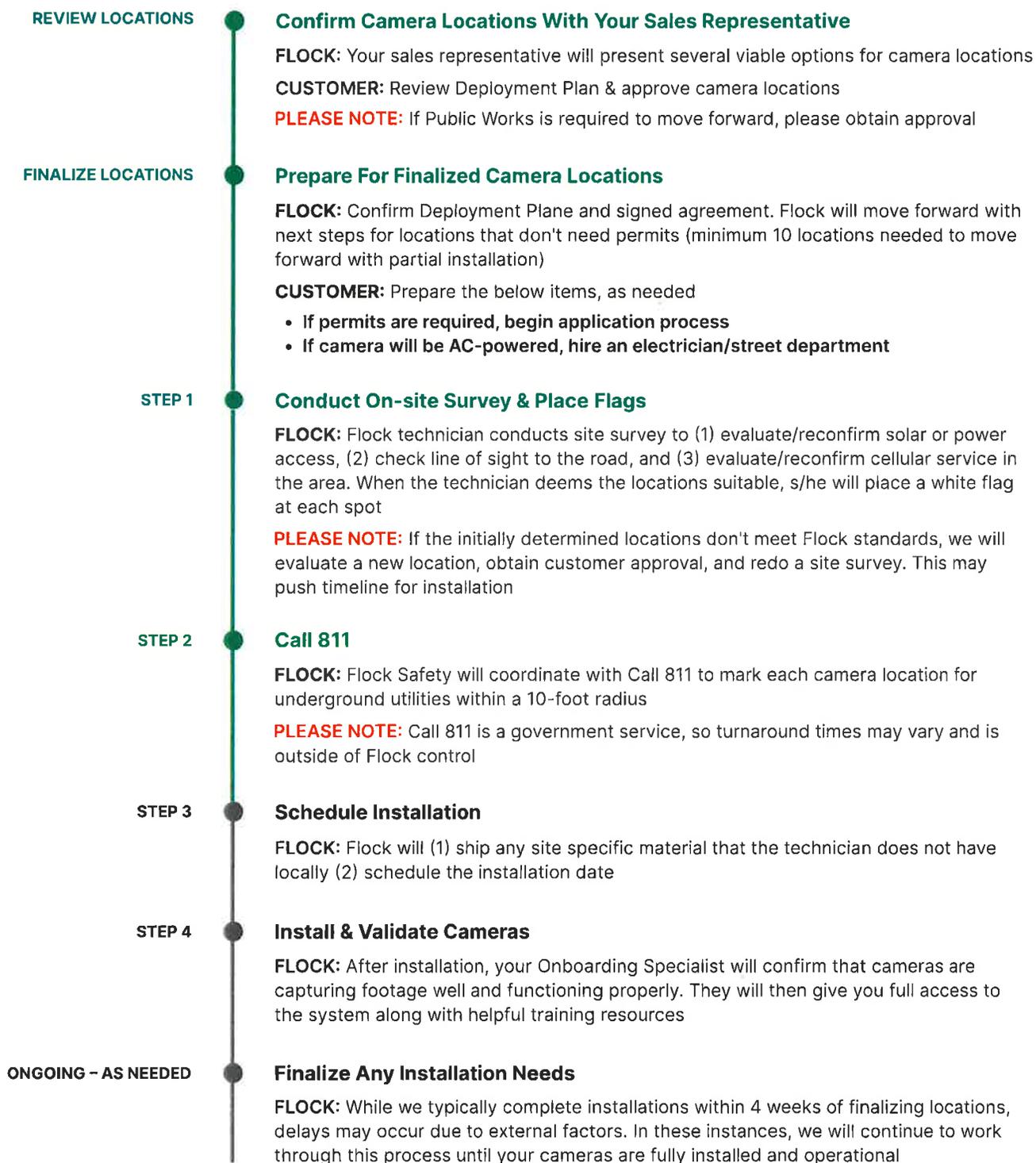
flock safety

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# Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



# Flock Safety Team

Implementation Team	How They Will Support You
 <p data-bbox="250 688 513 726"><b>Project Manager</b></p>	<p data-bbox="623 390 1330 474">Your <b>Project Manager</b> is your <b>primary contact during camera installation.</b></p> <p data-bbox="623 506 1390 816">Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>
 <p data-bbox="250 1291 513 1371"><b>Field Operations Team</b></p>	<ul data-bbox="639 999 1398 1766" style="list-style-type: none"><li data-bbox="639 999 1398 1262">• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.</li><li data-bbox="639 1297 1398 1560">• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.</li><li data-bbox="639 1596 1398 1766">• <b>*Note*</b>: For <b>all Installation questions or concerns</b>, please always direct them to your <b>Customer Success Manager</b> and not the technician.</li></ul>

Relationship Team	How They Will Support You
 <p data-bbox="228 682 529 764"><b>Customer Success Manager</b></p>	<p data-bbox="618 394 1377 476">Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p data-bbox="618 510 1377 638">While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p data-bbox="618 672 1377 800">Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul data-bbox="634 816 1390 1167" style="list-style-type: none"> <li>• Set up Account Training</li> <li>• Understand benefits of features</li> <li>• Learning best practices for getting relevant data</li> <li>• Identifying opportunities to expand the security network in your area</li> <li>• Provide feedback on your partnership with Flock</li> </ul>
 <p data-bbox="277 1610 477 1692"><b>Flock Safety Support</b></p>	<p data-bbox="618 1318 1390 1537">The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. <b>To get in touch with support</b>, simply email <a href="mailto:support@flocksafety.com">support@flocksafety.com</a> or call <b>866-901-1781 Mon-Fri 8am-8pm EST.</b></p> <p data-bbox="618 1549 951 1585">Support can help you:</p> <ul data-bbox="634 1604 1390 1871" style="list-style-type: none"> <li>• Request camera maintenance</li> <li>• Troubleshoot online platform</li> <li>• Contract / Billing questions</li> <li>• Update account information</li> <li>• Camera Sharing questions</li> <li>• Quick “How to” questions in your Flock Account</li> </ul>

Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

**PLEASE NOTE:** On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

# Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
<b>Pole</b>	None	Flock	NCHRP 350 / MASH
<b>Timeline</b>	Short	Medium	Longest
<b>Cost</b>	Lowest	Mid	Highest

## Existing Infrastructure Implementation

**COST:** \$150 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
  - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
  - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
  - Access requiring up to a 14' using an A-frame ladder
  - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

## Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
  - Standard, 12' above grade [Flock breakaway pole](#)
  - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Standard Implementation

**COST:** \$650 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with standard, 12' above grade Flock breakaway pole

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our **electrical wiring requirements**. Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## **Out Of Scope:**

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Advanced Implementation

**COST:** \$1,900 per camera (one time cost)

### Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

# Things to Consider When Selecting Locations

## Falcon Cameras



- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.\*
  - They should be mounted one per pole.\*\* If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).\*\*\*
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

\* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

\*\* Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

\*\*\* Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

## Solar Panels

Solar panels need unobstructed southern-facing views.



## Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



# Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

## How to Get Started with a Powered Install



### 1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



### 2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera



### 3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



### 4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present



### 5. Install Camera

Flock will install the camera and AC power kit at the specified camera location



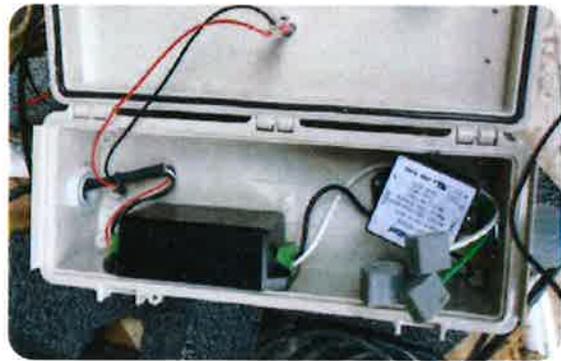
### 6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

# Electrician Handout

## Electrician Installation Steps

1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
  - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
  - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
  - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



**Southeast Region - (678) 562-8766**

**West-Region - (804) 607-9213**

**Central & NE Region - (470) 868-4027**



## **FAQs about AC-Powered Flock Cameras**

### **What voltage is supported?**

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

### **How much power does this consume?**

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

### **Who is responsible for contracting the electrician?**

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

### **Who is responsible for maintenance?**

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

### **How much does it cost?**

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

### **What information do I need to provide my electrician?**

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

**Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure.

The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

**How long does this process typically take?**

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

**What kind of electrician should I look for?**

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

**What happens if the electrician damages the equipment?**

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

**When should the electrician perform his work?**

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

**What if my electrician has questions about Flock's AC Kit?**

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

**What if the AC power is on a timer?**

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

# Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding Changes During Initial Installation</i>
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	<i>Including, But Not Limited To, **MASH Poles Or Adapters</i>
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees <i>(Review <a href="#">Fees Sheet</a> For More Details)</i>	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	<i>Only Applicable For AC-Powered Cameras</i>
	***Field Technician Maintenance For <b>Falcon™ Flex</b>	

\*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

\*\*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

\*\*\*If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

# Permitting: Pre-Install Questionnaire

## 1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline.**
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

## 2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
  - What is the RoW buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
    - Note: A bucket truck is required if the height exceeds 15 feet tall.

## 3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

## 4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?\***

**PLEASE NOTE:** If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

## 5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

## 6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
  - Permitting
  - Public Works
  - Traffic Department

## \*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

### **What Services Incur Fees:**

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
  - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy  
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

### **Incurred Fees:**

- Camera relocation
  - Existing infrastructure (non-AC powered) ..... **\$350**
  - Flock pole (non-AC powered) ..... **\$750**
  - Advanced pole (non-AC powered) ..... **\$5000**
- Replacements
  - Camera only as a result of vandalism, theft, or damage ..... **\$800**
  - Pole replacement only as a result of vandalism, theft, or damage
    - Flock pole ..... **\$500**
    - Advanced pole ..... **\$5000**
  - Full replacement as a result of vandalism, theft, or damage
    - Flock pole, camera, and solar (non-AC Powered) ..... **\$1300**
    - Advanced pole, camera, and solar (non-AC Powered) ..... **\$5800**

- Trip charge ..... **\$350**
  - Examples:
    - Angle adjustment (elective)
    - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email [support@flocksafety.com](mailto:support@flocksafety.com).

## Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

*(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)*

[How do I reset my / another user's password?](#)

## Customer Support

You can reach our customer support team anytime by emailing [support@flocksafety.com](mailto:support@flocksafety.com). They can help answer any “How-To” questions you may have.

## ATTACHMENT 4

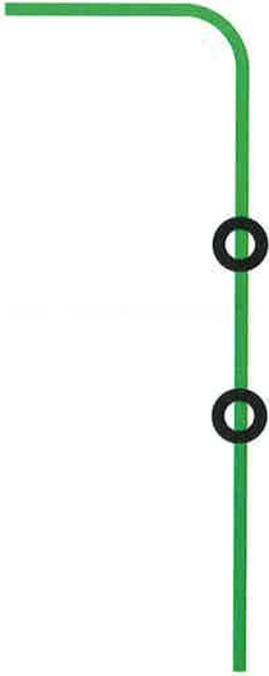
### FLOCK POWERPOINT PRESENTATION



# flock safety

Leverage the future of policing, *now*

City of Perris  
Public Safety Committee  
March 1, 2024

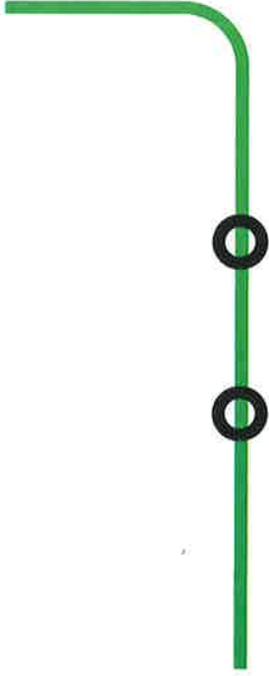


flock safety

# Our Mission

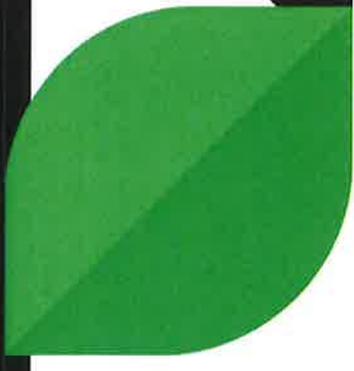
**Eliminate** Crime for the **Whole Community**





flock safety

# Why Flock Safety?



flock safety

# When you get Flock you get:

**objective, real-time and investigative leads**

- Vehicle Fingerprint™ = license plate plus
- **Indiscriminate evidence** from fixed locations
- No people, no facial recognition, no traffic enforcement
- Solar Powered, LTE enabled-Easy to deploy



**Plate**  
TX LGS2639



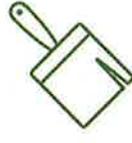
**Last Visit**  
3:15 PM EDT



**Make**  
Toyota



**Seen**  
3 OF 30 DAYS



**Color**  
Gray





## What is this tech?

- License plate recognition
- Gathers objective evidence and facts about vehicles, not people
- Alerts police of wanted vehicles
- Used to solve crime
- Adheres to all state laws

## What ISN'T this tech?

- Not facial recognition
- **Not tied to PII**
- Not used for traffic enforcement
- **Data not stored beyond 30 days → *automatically deletes every 30 days***



# How does this technology prevent and eliminate crime?

---

- **Proactive:** Real Time Alerts when Stolen or Wanted Vehicles enter your City
- **Investigative:** As clearance rates increase, crime rates decrease
- Flock cameras act as a deterrent





Ethics-Driven Innovation

## Protecting Privacy

---

- **Footage owned by Agency/City and will never be sold or shared by Flock**
- 30 day data retention, then deleted
- Short retention period ensures that all data not associated with a crime is automatically deleted & unrecoverable
- **Takes human bias out of crime-solving by detecting objective data, and detecting events that are objectively illegal (ex. Stolen vehicles)**

flock safety

- **All data is stored securely in the AWS Government Cloud, and end to end AES-256 encryption of all data**
- Search reason is required for audit trail
- NOT facial recognition software
- NOT predictive policing
- **NO PII is contained in Flock**
- NOT used for traffic enforcement
- Not connected to registration data or 3rd party databases (Carfax, DMV)
- **Transparency Portal (optional)**





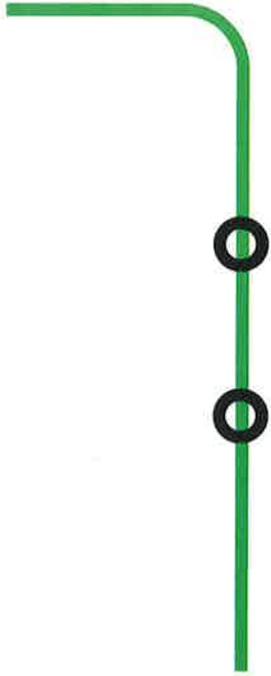
# Widely Adopted in California

- Alhambra
- El Monte
- Glendale
- La Canada Flintridge
- Monterey Park
- San Dimas
- Arcadia
- Azusa
- Glendora
- Covina
- West Covina
- Pomona
- Calabasas
- La Puente
- Rosemead
- Whittier
- Santa Fe Springs
- Walnut
- Pico Rivera

- Cathedral City
- Riverside County Sheriff
- Temecula
- Moreno Valley
- Lake Elsinore
- Canyon Lake
- Beaumont
- Indio
- Norco
- Eastvale
- Calimesa
- Palm Desert
- La Quinta
- Rancho Mirage
- Corona
- Palm Springs
- Jurupa Valley
- Perris
- Hemet
- Beaumont

- Elk Grove
- Woodland
- Grass Valley
- San Ramon
- Danville
- Livermore
- Hercules
- Vacaville
- Lake County Sheriff
- Clear Lake
- Fairfield
- Benicia
- Rio Vista
- Dixon
- Napa County Sheriff
- San Mateo County Sheriff
- Novato
- San Mateo PD
- San Bruno
- Foster City
- Colma
- And Many More...





flock safety

# Flock helps solve and prevent crime



# flock safety

## UNDER TOTAL

Customer: CA - City of Perris  
 Legal Entity Name: CA - City of Perris  
 Accounts Payable Email: ereynat@cityofperris.org  
 Address: 101 N D St Perris, California 92571

Initial Term: 24 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - Invoiced at First Camera Validation.  
 Retention Period: 30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			\$308,292.00
<b>Flock Safety Flock OS</b>			
FlockOS® Advanced Package	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	99	Included
<b>Flock Safety Video Products</b>			
Flock Safety Wing™ VMS	Included	158	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	48	\$31,200.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	51	\$7,650.00
<b>Subtotal Year 1:</b>			\$347,142.00
<b>Annual Recurring Subtotal:</b>			\$308,292.00
<b>Discounts:</b>			\$1,896.00
<b>Estimated Tax:</b>			\$0.00
<b>Contract Total:</b>			\$655,434.00

## Flock

- Uses machine vision (AI) to help identify vehicle attributes so you can search based on the vehicle description
- Keeps DMV records, Amber Alerts, stolen plates, etc. in the cloud
- Solar powered, infrastructure free, and can be placed where the SO wants camera, not where infrastructure is available
- Installs, monitors, and maintains all cameras for the City

## Vigilant

- Uses DMV records to help search by vehicle description, but not useful when a stolen plate or not plate is used
- Reads the plate and then runs against the various state systems
- Requires hardwired/power for cameras to function
- City is responsible for monitoring and ensuring cameras are functioning and will need to replace hardware as it fails

## Flock

- Has a mobile app most deputies have on their phones
- Enhancing the live view cameras at City's parks and integrating them into their system
- 2-year quote - \$655,434
  - \$308,292 each year thereafter

## Vigilant

- Does not have a mobile app
- Does not integrate with cameras in City's parks
- 5-year contract - \$16,000/Annually
  - Replacement of outdated cameras ~\$60,000 each

flock safety

Questions?





# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024

**SUBJECT:** Check Registers for January and February 2024

**REQUESTED ACTION:** Approve the City's Monthly Check Registers for January and February 2024

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

#### BACKGROUND / DISCUSSION:

The check registers for the months of January and February 2024 are presented for City Council approval.

#### BUDGET (or FISCAL) IMPACT:

None.

Prepared by: Stephen Ajobiewe, Finance Manager

#### REVIEWED BY:

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

#### Attachments:

1. Check Register – January 31, 2024
2. Check Register – February 29, 2024

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

# ATTACHMENT 1

CHECK REGISTER – JANUARY 31, 2024

# CITY OF PERRIS, CA - LIVE



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: ALL

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
158985	01/04/2024	EFT	000566 AMAZON CAPITAL SERVICES		1,857.74		01/05/2024
158986	01/04/2024	EFT	000458 ATWORK FRANCHISE, INC.		18,410.56		01/05/2024
158987	01/04/2024	EFT	000957 BILL & DAVE'S LDSC MAINTNE		1,038.30		01/05/2024
158988	01/04/2024	EFT	002132 FLOWATER, INC.		150.85		01/05/2024
158989	01/04/2024	EFT	010683 HARDY & HARPER, INC		1,787.27		01/05/2024
158990	01/04/2024	EFT	000045 MAMCO INC		76,485.26		01/05/2024
158991	01/04/2024	EFT	001777 MARK THOMAS & COMPANY, IN		54,698.26		01/05/2024
158992	01/04/2024	EFT	001036 BOYS & GIRLS CLUB OF MENI		177.06		01/05/2024
158993	01/04/2024	EFT	001493 NEIGHBORLY SOFTWARE		12,000.00		01/05/2024
158994	01/04/2024	EFT	010328 PACIFIC CODE COMPLIANCE		54,740.00		01/05/2024
158995	01/04/2024	EFT	001160 JIM FORBES VOICE, INC.		2,893.19		01/05/2024
158996	01/04/2024	EFT	010515 ROMO PIPELINE		7,550.00		01/05/2024
158997	01/04/2024	EFT	001864 Z & T VENTURES, INC.		4,950.00		01/05/2024
158998	01/04/2024	EFT	001453 Talentzok		16,240.05		01/05/2024
158999	01/04/2024	EFT	001600 VELASCO MATERIALS		3,904.65		01/05/2024
159000	01/04/2024	PRINTED	000191 ACTIVE IMPRESSIONS		317.86		01/12/2024
159001	01/04/2024	PRINTED	012979 ADAME LANDSCAPE, INC.		42.30		01/12/2024
159002	01/04/2024	PRINTED	014992 AIR & HOSE SOURCE, INC.		14.55		01/12/2024
159003	01/04/2024	PRINTED	011360 SYLVIA ARVIZU		750.00		01/12/2024
159004	01/04/2024	PRINTED	002085 CAL VALVE, INC.		103.31		01/12/2024
159005	01/04/2024	PRINTED	002390 CHRIS GALINDO		175.00		01/31/2024
159006	01/04/2024	PRINTED	000036 CINTAS		597.18		01/12/2024
159007	01/04/2024	PRINTED	002375 SHIRLEY COLVIN		179.38		01/31/2024
159008	01/04/2024	PRINTED	000848 CONCENTRA MEDICAL CENTERS		480.00		01/12/2024
159009	01/04/2024	PRINTED	000400 CORE & MAIN LP		2,217.68		01/31/2024
159010	01/04/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		3,619.47		01/31/2024
159011	01/04/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		1,948.07		01/31/2024
159012	01/04/2024	PRINTED	003269 CSMFO		1,450.00		01/31/2024
159013	01/04/2024	PRINTED	001645 PAUL DAGATAN		850.00		01/12/2024
159014	01/04/2024	PRINTED	006608 DATA TICKET, INC.		30.00		01/12/2024
159015	01/04/2024	PRINTED	001779 DAVID WHEELER'S PEST CONT		13,520.00		01/31/2024
159016	01/04/2024	PRINTED	002272 DEBORAH A IRISH		625.00		01/12/2024
159017	01/04/2024	PRINTED	000356 DEGUIRE WEED ABATEMENT		780.00		01/12/2024
159018	01/04/2024	PRINTED	000741 DELL MARKETING LP		2,069.89		01/12/2024
159019	01/04/2024	PRINTED	012126 THE DUMBELL MAN FITNESS E		963.48		01/12/2024
159020	01/04/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		577.29		01/12/2024
159021	01/04/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		3,561.23		01/12/2024
159022	01/04/2024	PRINTED	001580 EIDE BAILLY LLP		1,788.00		01/12/2024
159023	01/04/2024	PRINTED	006479 EWING IRRIGATION PRODUCTS		1,214.03		01/12/2024
159024	01/04/2024	PRINTED	001024 MICHAEL BRACKEN, MANAGING		7,627.00		01/12/2024
159025	01/04/2024	PRINTED	001024 MICHAEL BRACKEN, MANAGING		7,526.00		01/12/2024
159026	01/04/2024	PRINTED	001024 MICHAEL BRACKEN, MANAGING		12,006.50		01/12/2024
159027	01/04/2024	PRINTED	001024 MICHAEL BRACKEN, MANAGING		10,592.50		01/12/2024
159028	01/04/2024	PRINTED	011389 GAVILAN SPRINGS NURSERY				
159029	01/04/2024	PRINTED	002205 HINDERLITZER DeLLAMAS & AS				
159030	01/04/2024	PRINTED	002222 HIRSCH & ASSOCIATES INC				
159031	01/04/2024	PRINTED	000064 HLP, INC.				
159032	01/04/2024	PRINTED	000444 INFRAMARK LLC				
159033	01/04/2024	PRINTED	014260 IRON MOUNTAIN				
159034	01/04/2024	PRINTED	002387 JEFF FISHER				
159035	01/04/2024	PRINTED	006357 LAWN TECH				
159036	01/04/2024	PRINTED	002309 LEAF				

161.63

# CITY OF PERRIS, CA - LIVE



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: ALL

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159037	01/04/2024	PRINTED	010046 MANPOWER TEMP SERVICES,		3,987.18		01/12/2024
159038	01/04/2024	PRINTED	002360 ZEIDMAN FAMILY CORPORATIO		2,534.28		01/31/2024
159039	01/04/2024	PRINTED	102331 MR. G'S PLUMBING		450.00		01/12/2024
159040	01/04/2024	PRINTED	000779 NAPA AUTO PARTS		27.07		01/12/2024
159041	01/04/2024	PRINTED	010619 NATIONAL BUSINESS FURNITU		17,118.17		01/31/2024
159042	01/04/2024	PRINTED	002389 NOAH OJEDA		175.00		01/31/2024
159043	01/04/2024	PRINTED	000379 O'REILLY FIRST CALL		52.68		01/31/2024
159044	01/04/2024	PRINTED	015321 PITNEY BOWES GLOBAL FINAN		2,147.75		01/31/2024
159045	01/04/2024	PRINTED	011201 PUBLIC ENTITY RISK MANAGE		3,275.00		01/12/2024
159046	01/04/2024	PRINTED	003109 RIVERSIDE COUNTY SHERIFF,		6,929.80		01/31/2024
159047	01/04/2024	PRINTED	000092 ROGERS ANDERSON MALODY &		8,500.00		01/12/2024
159048	01/04/2024	PRINTED	002199 SAGECREST PLANNING AND EN		231.00		01/12/2024
159049	01/04/2024	PRINTED	002388 SAXON BRAUSE		175.00		01/31/2024
159050	01/04/2024	PRINTED	001118 SC FUELS		291.21		01/12/2024
159051	01/04/2024	PRINTED	001085 SHRED-IT C/O STERICYCLE,		549.05		01/12/2024
159052	01/04/2024	PRINTED	007519 CHARTER COMMUNICATIONS		8,998.00		01/12/2024
159053	01/04/2024	PRINTED	002377 STORM GUARD CONSTRUCTION,		21,600.00		01/12/2024
159054	01/04/2024	PRINTED	000688 COUNTY OF RIVERSIDE		17,847.50		01/12/2024
159055	01/04/2024	PRINTED	001311 TRULY NOLEN BRANCH 064		2,564.00		01/12/2024
159056	01/04/2024	PRINTED	000091 TYLER BUSINESS FORMS		511.24		01/31/2024
159057	01/04/2024	PRINTED	005501 U.S. BANK		71,315.00		01/31/2024
159058	01/04/2024	PRINTED	000995 UNIFIRST CORPORATION		373.28		02/15/2024
159059	01/04/2024	PRINTED	008060 UNITED WAY OF THE INLAND		36.00		01/31/2024
159060	01/04/2024	PRINTED	008060 UNITED WAY OF THE INLAND		144.00		01/31/2024
159061	01/04/2024	PRINTED	001344 WESTERN EXTERMINATOR COMP		936.85		01/31/2024
159062	01/09/2024	PRINTED	002342 TOYOTA OF REDLANDS		34,244.16		01/12/2024
159063	01/10/2024	EFT	000566 AMAZON CAPITAL SERVICES		7,597.38		01/12/2024
159064	01/10/2024	EFT	000458 ATWORK FRANCHISE, INC.		39,836.50		01/12/2024
159065	01/10/2024	EFT	000957 BILL & DAVE'S LDSC MAINTE		6,141.82		01/12/2024
159066	01/10/2024	EFT	001796 CREATIVE PRINTING		302.78		01/12/2024
159067	01/10/2024	EFT	002116 DEARK E&C, INC		335,335.75		01/12/2024
159068	01/10/2024	EFT	002132 FLO WATER INC.		754.25		01/12/2024
159069	01/10/2024	EFT	001582 HOME DEPOT CREDIT SERVICE		2,122.70		01/12/2024
159070	01/10/2024	EFT	000916 J THAYER COMPANY, INC.		389.19		01/12/2024
159071	01/10/2024	EFT	014805 HECTOR LEDESMA		433.05		01/12/2024
159072	01/10/2024	EFT	001036 BOYS & GIRLS CLUB OF MENI		1,292.91		01/12/2024
159073	01/10/2024	EFT	010328 PACIFIC CODE COMPLIANCE		42,717.35		01/12/2024
159074	01/10/2024	EFT	007047 RK ENGINEERING GROUP INC		16,860.00		01/12/2024
159075	01/10/2024	EFT	001864 Z & T VENTURES, INC.		88,211.00		01/12/2024
159076	01/10/2024	EFT	011932 SUNSET GRAPHICS		977.00		01/12/2024
159077	01/10/2024	EFT	001453 TalentZok		30,394.04		01/12/2024
159078	01/10/2024	EFT	002207 WEST COAST ARBORISTS, INC		14,970.45		01/12/2024
159079	01/10/2024	EFT	001602 WILLDAN FINANCIAL SERVICE		24,067.14		01/12/2024
159080	01/11/2024	PRINTED	000191 ACTIVE IMPRESSIONS		2,178.70		01/31/2024
159081	01/11/2024	PRINTED	012979 ADAME LANDSCAPE, INC.		2,442.41		01/31/2024
159082	01/11/2024	PRINTED	014762 IKEVA ADAMS		105.00		01/31/2024
159083	01/11/2024	PRINTED	014992 AIR & HOSE SOURCE, INC.		272.34		01/31/2024
159084	01/11/2024	VOID	000566 AMAZON WEB SERVICES, INC.	.00			
159085	01/11/2024	PRINTED	013920 AMERICAN DYNAMIC SERVICES		147.00		01/31/2024
159086	01/11/2024	PRINTED	001019 ANDERSON ELECTRIC		3,850.00		01/31/2024
159087	01/11/2024	PRINTED	015152 COUNTY OF RIVERSIDE		31,551.20		01/31/2024
159088	01/11/2024	PRINTED	001788 ARCHIVE SOCIAL, INC.		5,988.00		01/31/2024

# CITY OF PERRIS, CA - LIVE



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: AT1

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159089	01/11/2024	PRINTED	010908 AUTO ZONE COMMERCIAL		23.53		01/31/2024
159090	01/11/2024	PRINTED	001087 BIO-TOX LABORATORIES		3,739.28		02/15/2024
159091	01/11/2024	PRINTED	001064 BLTA MANAGEMENT, LLC		255.00		02/15/2024
159092	01/11/2024	PRINTED	014278 BMW MOTORCYCLES OF RIVERS		13,307.10		02/15/2024
159093	01/11/2024	PRINTED	002339 BRADY INDUSTRIES OF CALIF		949.70		01/31/2024
159094	01/11/2024	PRINTED	002045 PATRICIA BRENES		770.00		01/31/2024
159095	01/11/2024	PRINTED	010358 CALIFORNIA VETERINARY SPE		113.66		02/15/2024
159096	01/11/2024	PRINTED	002376 MAR-LYN BUILDERS, INC.		469.19		01/31/2024
159097	01/11/2024	PRINTED	000036 CINTAS		850.50		01/31/2024
159098	01/11/2024	PRINTED	002196 CLAUDIA DOMINGUEZ		19.00		01/31/2024
159099	01/11/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		4,150.28		01/31/2024
159100	01/11/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		6,929.04		01/31/2024
159101	01/11/2024	PRINTED	002418 CR&R INCORPORATED		991.20		01/31/2024
159102	01/11/2024	PRINTED	008008 DAN'S FEED AND SEED INC.		130.50		01/31/2024
159103	01/11/2024	PRINTED	006608 DATA TICKET, INC.		71.39		01/31/2024
159104	01/11/2024	PRINTED	000741 DELL MARKETING LP		739.05		01/31/2024
159105	01/11/2024	PRINTED	002298 DENNIS GRUBB & ASSOCIATES		4,695.00		01/31/2024
159106	01/11/2024	PRINTED	000516 COUNTY OF RIVERSIDE		894.80		01/31/2024
159107	01/11/2024	PRINTED	013548 CRYSTAL DRIEVER		169.00		01/31/2024
159108	01/11/2024	PRINTED	000590 EARTHCHEM INDUSTRIAL SUPP		3,304.61		01/31/2024
159109	01/11/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		475,923.33		01/31/2024
159110	01/11/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		10,559.66		01/31/2024
159111	01/11/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		121.17		01/31/2024
159112	01/11/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		695.75		01/31/2024
159113	01/11/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		1,957.54		01/31/2024
159114	01/11/2024	PRINTED	006479 EWING IRRIGATION PRODUCTS		325.49		01/31/2024
159115	01/11/2024	PRINTED	002283 EXP U.S. SERVICES INC.		31,515.63		01/31/2024
159116	01/11/2024	PRINTED	014615 FAMILY SERVICE ASSOC		12,295.46		01/31/2024
159117	01/11/2024	PRINTED	002287 G.P.E. ELECTRICAL CONTRAC		6,150.00		01/31/2024
159118	01/11/2024	PRINTED	002109 GARCIA, CHRISTIAN		140.08		01/31/2024
159119	01/11/2024	PRINTED	001389 GAVILAN SPRINGS NURSERY		4,579.38		01/31/2024
159120	01/11/2024	PRINTED	001109 GOLDSTAR ASPHALT PRODUCTS		107.73		01/31/2024
159121	01/11/2024	PRINTED	002598 HAULAWAY STORAGE CONTAINE		165.20		01/31/2024
159122	01/11/2024	PRINTED	002386 HECTOR AGUILERA		35.24		02/15/2024
159123	01/11/2024	PRINTED	000320 LISET HERNANDEZ		903.62		02/29/2024
159124	01/11/2024	PRINTED	001149 IB REPROGRAPHICS INC.		730.50		01/31/2024
159125	01/11/2024	PRINTED	000007 IMPERIAL SPRINKLER SUPPLY		837.45		01/31/2024
159126	01/11/2024	PRINTED	006454 INLAND DESERT SECURITY &		751.00		01/31/2024
159127	01/11/2024	PRINTED	014260 IRON MOUNTAIN		886.57		01/31/2024
159128	01/11/2024	PRINTED	002153 JAN PETERSON CHILD DEVELO		270.00		01/31/2024
159129	01/11/2024	PRINTED	002363 JIM MARQUEZ		1,008.45		01/31/2024
159130	01/11/2024	PRINTED	006557 LAWN TECH		348.14		01/31/2024
159131	01/11/2024	PRINTED	014809 LEADING EDGE LEARNING CEN		990.00		01/31/2024
159132	01/11/2024	PRINTED	006031 LIEBERT CASSIDY WHITMORE		162.00		01/31/2024
159133	01/11/2024	PRINTED	002095 LOOPUP LLC				
159134	01/11/2024	PRINTED	010046 MANPOWER TEMP SERVICES,		8,816.79		01/31/2024
159135	01/11/2024	PRINTED	002379 MARIO ARELLANO		77.07		02/29/2024
159136	01/11/2024	PRINTED	002360 ZEIDMAN FAMILY CORPORATIO		782.80		01/31/2024
159137	01/11/2024	PRINTED	000933 LEMUEL NEAL		210.00		01/31/2024
159138	01/11/2024	PRINTED	000379 O'REILLY FIRST CALL		1,020.65		01/31/2024
159139	01/11/2024	PRINTED	000891 OMEGA INDUSTRIAL SUPPLY,		808.57		01/31/2024
159140	01/11/2024	PRINTED		1.02			

# CITY OF PERRIS, CA - LIVE



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159141	01/11/2024	PRINTED	000645 PACKET FUSION, INC.		30,000.00		01/31/2024
159142	01/11/2024	PRINTED	000040 PAPER RECYCLING & SHREDDI		95.00		01/31/2024
159143	01/11/2024	PRINTED	001965 PARK TOWNE APARTMENTS, LL		815.98		01/31/2024
159144	01/11/2024	PRINTED	001936 PERRIS VALLEY CHAMBER OF		1,814.21		02/15/2024
159145	01/11/2024	PRINTED	002372 PISTONBONES PRINTING, INC		64.65		01/31/2024
159146	01/11/2024	PRINTED	001932 PURCHASE POWER		4,000.00		01/31/2024
159147	01/11/2024	PRINTED	004618 RIGHTWAY		268.46		01/31/2024
159148	01/11/2024	PRINTED	002317 RIVERSIDE COMMUNITY		638.25		02/29/2024
159149	01/11/2024	PRINTED	003109 RIVERSIDE COUNTY SHERIFF'		3,401,662.15		01/31/2024
159150	01/11/2024	PRINTED	000188 COUNTY OF RIVERSIDE EMD		3,675.52		02/29/2024
159151	01/11/2024	PRINTED	014520 ROW TRAFFIC SAFETY, INC		306.13		01/31/2024
159152	01/11/2024	PRINTED	000581 JOAN SARMIENTO-ARRIOLA		81.88		01/31/2024
159153	01/11/2024	PRINTED	001118 SC FUELS		11,779.68		01/31/2024
159154	01/11/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		3,491.19		01/31/2024
159155	01/11/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		266.86		01/31/2024
159156	01/11/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		2,191.60		01/31/2024
159157	01/11/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		1,777.81		01/31/2024
159158	01/11/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		6,421.40		01/31/2024
159159	01/11/2024	PRINTED	002563 SPARKLETT'S		95.51		01/31/2024
159160	01/11/2024	PRINTED	007519 CHARTER COMMUNICATIONS		18,180.46		01/31/2024
159161	01/11/2024	PRINTED	001437 STATEWIDE EMERGENCY SERVI		4,844.67		01/31/2024
159162	01/11/2024	PRINTED	001803 SUDMAN ENTERPRISES, INC.		1,029.06		01/31/2024
159163	01/11/2024	PRINTED	001907 SUNSTATE EQUIPMENT CO		153.96		01/31/2024
159164	01/11/2024	PRINTED	000688 COUNTY OF RIVERSIDE		53,994.76		01/31/2024
159165	01/11/2024	PRINTED	000995 UNIFIRST CORPORATION		2,847.55		01/31/2024
159166	01/11/2024	PRINTED	002107 UNITED PLUMBING & RESTORA		28,510.00		01/31/2024
159167	01/11/2024	PRINTED	007900 VERIZON WIRELESS		3,854.82		01/31/2024
159168	01/11/2024	PRINTED	001516 LORENA VIDRIO		132.97		01/31/2024
159169	01/11/2024	PRINTED	015004 WALTERS WHOLESAL ELECTRI		146.12		01/31/2024
159170	01/11/2024	PRINTED	014960 WINGRAPHICS, INC		203.18		01/31/2024
159171	01/11/2024	PRINTED	002098 WOODCREST BIKES		265.84		01/31/2024
159172	01/12/2024	PRINTED	007519 SPECTRUM BUSINESS		29,860.10		01/31/2024
159173	01/17/2024	EFT	000566 AMAZON CAPITAL SERVICES		2,269.46		01/19/2024
159174	01/17/2024	EFT	000458 ATWORK FRANCHISE, INC.		17,877.69		01/19/2024
159175	01/17/2024	EFT	000957 BILL & DAVE'S LDSC MAINTA		53,701.87		01/19/2024
159176	01/17/2024	EFT	011579 CAMERON WELDING SUPPLY		77.70		01/19/2024
159177	01/17/2024	EFT	001582 HOME DEPOT CREDIT SERVICE		5,583.48		01/19/2024
159178	01/17/2024	EFT	000916 J THAYER COMPANY, INC.		813.83		01/19/2024
159179	01/17/2024	EFT	000725 LEILANI CONSTRUCTION INC.		7,500.00		01/19/2024
159180	01/17/2024	EFT	010328 PACIFIC CODE COMPLIANCE		24,290.00		01/19/2024
159181	01/17/2024	EFT	001160 JIM FORBES VOICE, INC.		1,444.34		01/19/2024
159182	01/17/2024	EFT	000517 REGIONAL CONSERVATION AUT		239,273.54		01/19/2024
159183	01/17/2024	EFT	001543 RENE'S COMMERCIAL MANAGEM		1,235.00		01/19/2024
159184	01/17/2024	EFT	007047 RK ENGINEERING GROUP INC		21,865.00		01/19/2024
159185	01/17/2024	EFT	010515 ROMO PIPELINE		10,900.00		01/19/2024
159186	01/17/2024	EFT	002326 KRISTIN SCHENK		1,504.00		01/19/2024
159187	01/17/2024	EFT	001389 YUNEX LLC		3,853.93		01/19/2024
159188	01/17/2024	EFT	014788 SIGNIFICA DESIGN		5,030.00		01/19/2024
159189	01/17/2024	EFT	002361 TADEO'S MOBILE WASH, LLC		160.00		01/19/2024
159190	01/17/2024	EFT	001453 Talentzok		2,503.59		01/19/2024
159191	01/17/2024	EFT	001600 VELASCO MATERIALS		3,904.65		01/19/2024
159192	01/18/2024	PRINTED	000191 ACTIVE IMPRESSIONS		108.00		01/31/2024

# CITY OF PERRIS, CA - LIVE



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FOR CASH ACCOUNT: 9990000 1011

FOR: ALL

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159193	01/18/2024	PRINTED	012979 ADAME LANDSCAPE, INC.		4,957.29		01/31/2024
159194	01/18/2024	PRINTED	014992 ATR & HOSE SOURCE, INC.		3,396.26		01/31/2024
159195	01/18/2024	PRINTED	001019 ANDERSON ELECTRIC		7,660.00		01/31/2024
159196	01/18/2024	PRINTED	000376 ANIMAL EMERGENCY CLINIC,	180.00			
159197	01/18/2024	PRINTED	001093 APWA		286.25		02/15/2024
159198	01/18/2024	PRINTED	000969 BLADES GROUP, LLC		3,906.00		01/31/2024
159199	01/18/2024	PRINTED	002358 BROC		918.00		02/15/2024
159200	01/18/2024	PRINTED	014278 BMW MOTORCYCLES OF RIVERS		192.87		02/15/2024
159201	01/18/2024	PRINTED	002085 CAL VALVE, INC.		142.94		01/31/2024
159202	01/18/2024	PRINTED	000158 CAMPOS MATERIALS		864.56		01/31/2024
159203	01/18/2024	PRINTED	002167 CANON FINANCIAL SERVICES,		12,259.25		01/31/2024
159204	01/18/2024	PRINTED	000036 CINTAS		342.95		02/15/2024
159205	01/18/2024	PRINTED	001050 CM WASH INC.		596.23		01/31/2024
159206	01/18/2024	PRINTED	002375 SHIRLEY COLVIN		484.00		01/31/2024
159207	01/18/2024	PRINTED	001501 COMPASS PEST MANAGEMENT,		185.00		01/31/2024
159208	01/18/2024	PRINTED	014134 CONTINENTAL INTERPRETING		8,315.00		01/31/2024
159209	01/18/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		495.21		02/15/2024
159210	01/18/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		20.00		02/15/2024
159211	01/18/2024	PRINTED	015000 CPR&R		580.00		01/31/2024
159212	01/18/2024	PRINTED	002418 CR&R INCORPORATED		5,109.00		01/31/2024
159213	01/18/2024	PRINTED	002302 CTMS, LLC		45.50		01/31/2024
159214	01/18/2024	PRINTED	008008 DAN'S FEED AND SEED INC.		52.63		01/31/2024
159215	01/18/2024	PRINTED	006608 DATA TICKET, INC.		50.00		01/31/2024
159216	01/18/2024	PRINTED	001779 DAVID WHEELER'S PEST CONT		3,380.00		01/31/2024
159217	01/18/2024	PRINTED	013640 DIVERSIFIED DISTRIBUTION		452.42		01/31/2024
159218	01/18/2024	PRINTED	000590 EARTHCHEM INDUSTRIAL SUPP		3,594.60		01/31/2024
159219	01/18/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		2,273.85		01/31/2024
159220	01/18/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		9.79		01/31/2024
159221	01/18/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		30.05		01/31/2024
159222	01/18/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		1,849.73		01/31/2024
159223	01/18/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		34.68		01/31/2024
159224	01/18/2024	VOID	012311 EASTERN MUNICIPAL WATER D	.00			
159225	01/18/2024	PRINTED	002359 ECM MANAGEMENT, LLC		644.00		02/15/2024
159226	01/18/2024	PRINTED	002268 EMPIRE TREE SERVICE		8,575.00		01/31/2024
159227	01/18/2024	PRINTED	006270 EMPLOYMENT SCREENING SER		62.00		01/31/2024
159228	01/18/2024	PRINTED	000033 FRONTIER		166.79		01/31/2024
159229	01/18/2024	PRINTED	002392 GENESIS GLOBAL PARTNERS C		1,168.20		02/15/2024
159230	01/18/2024	PRINTED	002340 LEFT COAST CONSULTANTS, I		24,361.86		01/31/2024
159231	01/18/2024	PRINTED	001733 GRAY QUARTER, INC.		925.00		01/31/2024
159232	01/18/2024	PRINTED	011266 GUARANTEED JANITORIAL SER		10,687.56		01/31/2024
159233	01/18/2024	VOID	001076 THE HABIT BURGER GRILL, L				
159234	01/18/2024	PRINTED	002068 OLD TOWN WISE RIDERS, INC	4,370.34			
159235	01/18/2024	PRINTED	010564 HIDDEN EYE SECURITY / H.E		65.34		01/31/2024
159236	01/18/2024	PRINTED	002222 HIRSCH & ASSOCIATES INC		303.00		01/31/2024
159237	01/18/2024	PRINTED	010718 HONEYWELL GLOBAL FINANCE		6,650.00		01/31/2024
159238	01/18/2024	PRINTED	000625 VISUAL EDGE, INC.		9,399.46		01/31/2024
159239	01/18/2024	PRINTED	000007 IMPERIAL SPRINKLER SUPPLY		82.37		02/15/2024
159240	01/18/2024	PRINTED	014246 INLAND LIGHTING SUPPLIES,		936.80		01/31/2024
159241	01/18/2024	PRINTED	001047 INLAND ROAD SERVICE & TIR		1,616.25		01/31/2024
159242	01/18/2024	PRINTED	001491 INTERMEDIA.NET INC.		864.65		01/31/2024
159243	01/18/2024	PRINTED	002260 J SQUARED		4,657.54		01/31/2024
159244	01/18/2024	PRINTED	002294 KASEYA US, LLC		375.00		01/31/2024
159245	01/18/2024	PRINTED	002294 KASEYA US, LLC		6,708.00		01/31/2024

# CITY OF PERRIS, CA - LIVE



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FOR: ALL

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159245	01/18/2024	PRINTED	007140 KIMBALL MIDWEST		712.48		01/31/2024
159246	01/18/2024	PRINTED	002381 LA FINCA RESTAURANT		5,650.68		01/31/2024
159247	01/18/2024	PRINTED	011681 LAWLOR'S TRIPLE L TOWING		305.00		02/15/2024
159248	01/18/2024	PRINTED	006557 LAMN TECH		571.59		01/31/2024
159249	01/18/2024	PRINTED	002309 LEAF		150.85		01/31/2024
159250	01/18/2024	PRINTED	002447 LOR GEOTECHNICAL GROUP IN		4,642.10		01/31/2024
159251	01/18/2024	PRINTED	010046 MANPOWER TEMP SERVICES,		10,075.40		01/31/2024
159252	01/18/2024	PRINTED	000351 MARTIN MARTINEZ		259.00		02/15/2024
159253	01/18/2024	PRINTED	001938 MESA ENERGY SYSTEMS, INC.		12,570.00		01/31/2024
159254	01/18/2024	PRINTED	002360 ZEIDMAN FAMILY CORPORATIO		226.67		01/31/2024
159255	01/18/2024	PRINTED	000779 NAPA AUTO PARTS		1,104.49		01/31/2024
159256	01/18/2024	PRINTED	001681 NUTRIEN AG SOLUTION, INC.		1,695.77		02/15/2024
159257	01/18/2024	PRINTED	000379 O'REILLY FIRST CALL		960.34		01/31/2024
159258	01/18/2024	PRINTED	001020 OTIS ELEVATOR COMPANY		317.25		01/31/2024
159259	01/18/2024	PRINTED	001061 CARLA PADILLA		2,500.00		01/31/2024
159260	01/18/2024	PRINTED	002206 PB LOADER CORPORATION		235,262.00		01/31/2024
159261	01/18/2024	PRINTED	005324 PERRIS ANIMAL HOSPITAL		302.25		02/15/2024
159262	01/18/2024	PRINTED	013928 PERRIS VALLEY HISTORICAL	108.39			
159263	01/18/2024	PRINTED	012127 RACHEL PINEDO		70.34		02/15/2024
159264	01/18/2024	PRINTED	001068 RHA LANDSCAPE ARCHITECTS-		6,475.22		01/31/2024
159265	01/18/2024	PRINTED	002317 RIVERSIDE COMMUNITY		376.05		02/29/2024
159266	01/18/2024	PRINTED	001825 RIVERSIDE COUNTY		30.00		02/15/2024
159267	01/18/2024	PRINTED	002328 RIVERSIDE COUNTY CLERK		120.00		01/31/2024
159268	01/18/2024	PRINTED	003109 RIVERSIDE COUNTY SHERIFF'		2,415.50		02/15/2024
159269	01/18/2024	PRINTED	003140 RIVERSIDE COUNTY HABITAT		11,740.00		01/31/2024
159270	01/18/2024	PRINTED	013584 ROSA'S BRIDE & TUX BOUTIQ		3,072.37		02/15/2024
159271	01/18/2024	PRINTED	014520 ROW TRAFFIC SAFETY, INC		293.19		01/31/2024
159272	01/18/2024	PRINTED	002199 SAGECREST PLANNING AND EN		9,037.50		01/31/2024
159273	01/18/2024	PRINTED	001118 SC FUELS		8,041.10		01/31/2024
159274	01/18/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		9,543.98		01/31/2024
159275	01/18/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		377.53		02/15/2024
159276	01/18/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		15.44		01/31/2024
159277	01/18/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		5,191.48		01/31/2024
159278	01/18/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		5,081.01		01/31/2024
159279	01/18/2024	PRINTED	001956 SECURITY LINES US LLC		24,356.89		01/31/2024
159280	01/18/2024	PRINTED	001085 SHRED-IT C/O STERICYCLE,		436.08		01/31/2024
159281	01/18/2024	PRINTED	001691 SOCALGAS		2,640.21		01/31/2024
159282	01/18/2024	PRINTED	002348 DAISY SOTO		619.63		02/15/2024
159283	01/18/2024	PRINTED	002071 SOUTH COAST COPY SYSTEMS		1,667.13		01/31/2024
159284	01/18/2024	PRINTED	002563 SPARKLETT'S		11.50		01/31/2024
159285	01/18/2024	PRINTED	001996 STATE OF CALIFORNIA		11,364.84		02/15/2024
159286	01/18/2024	PRINTED	002655 ARIZONA MACHINERY LLC		63.70		01/31/2024
159287	01/18/2024	PRINTED	000927 SWRCB		26,498.00		01/31/2024
159288	01/18/2024	PRINTED	002356 TERRA PACIFIC, LLC		9,750.00		01/31/2024
159289	01/18/2024	PRINTED	001435 TLC ANIMAL REMOVAL SERVIC		1,000.00		01/31/2024
159290	01/18/2024	PRINTED	010825 ULINE		2,102.46		01/31/2024
159291	01/18/2024	PRINTED	000995 UNIFIRST CORPORATION		746.56		01/31/2024
159292	01/18/2024	PRINTED	000922 UNITED RENTALS (NORTH AME		2,258.08		01/31/2024
159293	01/18/2024	PRINTED	007900 VERIZON WIRELESS		570.15		01/31/2024
159294	01/18/2024	PRINTED	015004 WALTERS WHOLESale ELECTRI		2,426.13		01/31/2024
159295	01/18/2024	PRINTED	002249 WESTERN RIVERSIDE COUNCIL		453,994.64		01/31/2024
159296	01/18/2024	PRINTED	014960 WINGRAPHICS, INC		1,727.19		01/31/2024

# CITY OF PERRIS, CA - LIVE



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: AT1

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159297	01/19/2024	PRINTED	002404 ETWAN DEMERSON		250.00		01/31/2024
159298	01/24/2024	EFT	008881 ALESHIRE & WYNDER, LLP		136,267.25		01/26/2024
159299	01/24/2024	EFT	000566 AMAZON CAPITAL SERVICES		1,388.13		01/26/2024
159300	01/24/2024	EFT	000458 ATWORK FRANCHISE, INC.		12,932.40		01/26/2024
159301	01/24/2024	EFT	002170 CAL PACIFIC, INC.		5,100.00		01/26/2024
159302	01/24/2024	EFT	002060 KINGDOM CAUSES, INC.		114,040.80		01/26/2024
159303	01/24/2024	EFT	000386 FIRST SECURITY FINANCE, I		2,563.82		01/26/2024
159304	01/24/2024	EFT	002132 FLO WATER INC.		452.55		01/26/2024
159305	01/24/2024	EFT	001582 HOME DEPOT CREDIT SERVICE		503.54		01/26/2024
159306	01/24/2024	EFT	000452 LYONS SECURITY SERVICE IN		41,487.56		01/26/2024
159307	01/24/2024	EFT	000808 NIELSEN MERKSAMER PARRINE		18,155.50		01/26/2024
159308	01/24/2024	EFT	001031 DAVID OSORIO		1,500.00		01/26/2024
159309	01/24/2024	EFT	000571 SALVADOR OSORIO		1,500.00		01/26/2024
159310	01/24/2024	EFT	010328 PACIFIC CODE COMPLIANCE		32,330.75		01/26/2024
159311	01/24/2024	EFT	001160 JIM FORBES VOICE, INC.		125.93		01/26/2024
159312	01/24/2024	EFT	007047 RK ENGINEERING GROUP INC		8,065.00		01/26/2024
159313	01/24/2024	EFT	000824 LAURA SOSA		4,800.00		01/26/2024
159314	01/24/2024	EFT	002361 TADEO'S MOBILE WASH, LLC		200.00		01/26/2024
159315	01/24/2024	EFT	001453 Talentzok		12,690.25		01/26/2024
159316	01/24/2024	EFT	001602 WILLDAN FINANCIAL SERVICE		21,000.00		01/26/2024
159317	01/25/2024	PRINTED	000191 ACTIVE IMPRESSIONS		204.73		02/15/2024
159318	01/25/2024	PRINTED	012979 ADAME LANDSCAPE, INC.		15,649.46		01/31/2024
159319	01/25/2024	PRINTED	014762 IKEYA ADAMS		390.00		01/31/2024
159320	01/25/2024	PRINTED	001019 ANDERSON ELECTRIC		2,839.00		02/15/2024
159321	01/25/2024	PRINTED	001019 ANDERSON ELECTRIC		9,600.00		02/15/2024
159322	01/25/2024	PRINTED	000654 AT&T LONG DISTANCE		175.00		02/15/2024
159323	01/25/2024	PRINTED	014752 AUTO AIDE TOWING		26,622.00		02/15/2024
159324	01/25/2024	PRINTED	014278 BMW MOTORCYCLES OF RIVERS		4,269.49		02/15/2024
159325	01/25/2024	PRINTED	002382 C & V FLOORS INC		5,075.00		02/15/2024
159326	01/25/2024	PRINTED	011581 CADENCE ENVIRONMENTAL CON		10,479.66		02/29/2024
159327	01/25/2024	PRINTED	001672 CANYON SPRINGS HIGH SCHOO				
159328	01/25/2024	PRINTED	000745 CHARTER INDUSTRIAL SUPPLY				
159329	01/25/2024	PRINTED	000036 CINTAS				
159330	01/25/2024	PRINTED	000848 CONCENTRA MEDICAL CENTERS		358.27		02/15/2024
159331	01/25/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		363.99		02/15/2024
159332	01/25/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		96.00		01/31/2024
159333	01/25/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		987.37		02/15/2024
159334	01/25/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		2,372.29		02/15/2024
159335	01/25/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		3,251.54		02/15/2024
159336	01/25/2024	PRINTED	000741 DELL MARKETING LP		5,856.63		02/15/2024
159337	01/25/2024	PRINTED	002298 DENNIS GRUBB & ASSOCIATES		2,989.43		01/31/2024
159338	01/25/2024	PRINTED	002263 DESIREE GARCIA		6,760.00		01/31/2024
159339	01/25/2024	VOID	000590 EARTHCHEM INDUSTRIAL SUPP		695.11		01/31/2024
159340	01/25/2024	PRINTED	001231 EASTERN MUNICIPAL WATER D		1,553.05		01/31/2024
159341	01/25/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		3,188.44		01/31/2024
159342	01/25/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		168.11		01/31/2024
159343	01/25/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		1,939.14		01/31/2024
159344	01/25/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		185,123.93		01/31/2024
159345	01/25/2024	PRINTED	006179 DEBORAH A ELKINS		70.00		02/15/2024
159346	01/25/2024	PRINTED	006270 EMPLOYMENT SCREENING SERV		255.00		02/15/2024
159347	01/25/2024	PRINTED	006479 EWING IRRIGATION PRODUCTS		1,020.44		02/15/2024
159348	01/25/2024	PRINTED	002283 EXP U.S. SERVICES INC.		7,811.12		02/15/2024
159348	01/25/2024	PRINTED	002347 FACILITRON INC.		478.50		02/15/2024

400.00

207,927.29

# CITY OF PERRIS, CA - LIVE



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: ALL

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159349	01/25/2024	PRINTED	001587 FAST 5 PERRIS 8, LLC		192.00		02/29/2024
159350	01/25/2024	PRINTED	002024 FEDERAL EXPRESS CORP		46.88		02/15/2024
159351	01/25/2024	PRINTED	001774 GALLAGHER BENEFIT SERVICE		2,081.25		02/15/2024
159352	01/25/2024	PRINTED	014307 GARCIA'S GARAGE		178.00		02/29/2024
159353	01/25/2024	PRINTED	011766 GLOBAL POWER GROUP, INC.		1,625.00		01/31/2024
159354	01/25/2024	PRINTED	002340 LEFT COAST CONSULTANTS, I		17,399.38		02/15/2024
159355	01/25/2024	PRINTED	010158 GOSCH - TOYOTA		1,135.81		02/15/2024
159356	01/25/2024	PRINTED	002068 OLD TOWN WISE RIDERS, INC		1,874.22		02/15/2024
159357	01/25/2024	PRINTED	002598 HAULAWAY STORAGE CONTAIN		82.60		02/15/2024
159358	01/25/2024	PRINTED	006454 INLAND DESERT SECURITY &		781.00		01/31/2024
159359	01/25/2024	PRINTED	000052 INTERPRETERS UNLIMITED		27.75		01/31/2024
159360	01/25/2024	PRINTED	014672 JOLLY JUMPS		1,995.00		01/31/2024
159361	01/25/2024	PRINTED	002405 JOSE SANCHEZ		204.00		02/15/2024
159362	01/25/2024	PRINTED	002194 GREGORY THOMAS KILEY		3,500.00		02/15/2024
159363	01/25/2024	PRINTED	014177 LAKESIDE MIDDLE SCHOOL	400.00			
159364	01/25/2024	PRINTED	015061 CRYSTAL LOPEZ	92.98			
159365	01/25/2024	PRINTED	010046 MANPOWER TEMP SERVICES,	800.00			
159366	01/25/2024	PRINTED	014178 MARCH MIDDLE SCHOOL				
159367	01/25/2024	PRINTED	010231 MR. G'S PLUMBING				
159368	01/25/2024	PRINTED	000933 LEMUEL NEAL				
159369	01/25/2024	PRINTED	002406 NICHOLAS RAMIREZ				
159370	01/25/2024	PRINTED	007399 TRAMEKA NIKERE				
159371	01/25/2024	PRINTED	002315 OD SERVICES, INC.				
159372	01/25/2024	PRINTED	001863 ORANGE VISTA HIGH SCHOOL	500.00			
159373	01/25/2024	PRINTED	014841 SERGIO ORTIZ				
159374	01/25/2024	PRINTED	001965 PARK TOWNE APARTMENTS, LL				
159375	01/25/2024	PRINTED	002383 PC MATTIC, INC.	620.00			
159376	01/25/2024	PRINTED	014492 PERRIS UNION HIGH SCHOOL				
159377	01/25/2024	PRINTED	000126 PERRIS VALLEY AFRICAN AME				
159378	01/25/2024	PRINTED	015062 ARCENIO RAMIREZ				
159379	01/25/2024	PRINTED	014699 RANCHO VERDE HIGH SCHOOL				
159380	01/25/2024	PRINTED	002320 RIVERSIDE COUNTY CLERK				
159381	01/25/2024	PRINTED	000188 COUNTY OF RIVERSIDE EMD				
159382	01/25/2024	PRINTED	013584 ROSA'S BRIDE & TUX BOUTIQ				
159383	01/25/2024	PRINTED	002199 SAGECREST PLANNING AND EN				
159384	01/25/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO				
159385	01/25/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO				
159386	01/25/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO				
159387	01/25/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO				
159388	01/25/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO				
159389	01/25/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO				
159390	01/25/2024	PRINTED	002398 IRIE SHELTON				
159391	01/25/2024	PRINTED	001885 MAI II PROPERTIES LLC				
159392	01/25/2024	PRINTED	002395 PERRIS HOSPITALITY GROUP				
159393	01/25/2024	PRINTED	001803 SUDMAN ENTERPRISES, INC.				
159394	01/25/2024	PRINTED	000530 T-MOBILE USA INC				
159395	01/25/2024	PRINTED	001846 CHRISTOPHER ANTHONY TAYLO				
159396	01/25/2024	PRINTED	000438 THE THOMSEN COMPANY, INC.				
159397	01/25/2024	PRINTED	001311 TRULY NOLEN BRANCH 064				
159398	01/25/2024	PRINTED	002337 UNDER THE SUN LINE DANCE				
159399	01/25/2024	PRINTED	000995 UNIFIRST CORPORATION				
159400	01/25/2024	PRINTED	000220 URBAN HABITAT				

# CITY OF PERRIS, CA - LIVE



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159401	01/25/2024	PRINTED	001870 VISTA PAINT CORPORATION		773.00		01/31/2024
159402	01/25/2024	PRINTED	015004 WALTERS WHOLESAL E ELECTRI		1,997.73		01/31/2024
159403	01/25/2024	PRINTED	002249 WESTERN RIVERSIDE COUNCIL		9,215.02		02/15/2024
419 CHECKS				216,561.65	8,436,540.78		
CASH ACCOUNT TOTAL							

# CITY OF PERRIS, CA - LIVE

## AP CHECK RECONCILIATION REGISTER



	UNCLEARED	CLEARED
419 CHECKS	216,561.65	8,436,540.78
FINAL TOTAL		

\*\* END OF REPORT - Generated by Stephen Ajobiewe \*\*

# ATTACHMENT 2

CHECK REGISTER – FEBRUARY 29, 2024

# CITY OF PERRIS, CA - LIVE



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159418	02/01/2024	PRINTED	012979 ADAME LANDSCAPE, INC.		6,796.35		02/15/2024
159419	02/01/2024	PRINTED	014762 IKEYA ADAMS		195.00		02/15/2024
159420	02/01/2024	PRINTED	002394 GOOD GAMES & WORK INC.		861.00		02/29/2024
159421	02/01/2024	PRINTED	000566 AMAZON WEB SERVICES, INC.		1,059.24		02/15/2024
159422	02/01/2024	PRINTED	001019 ANDERSON ELECTRIC		3,430.00		02/15/2024
159423	02/01/2024	PRINTED	003142 ANIMAL CARE EQUIPMENT & S		392.86		02/15/2024
159425	02/01/2024	PRINTED	000376 ANIMAL EMERGENCY CLINIC,		560.00		02/29/2024
159426	02/01/2024	PRINTED	001098 CALIFORNIA ASSOCIATION OF		210.00		02/15/2024
159427	02/01/2024	PRINTED	001358 CALIFORNIA VETERINARY SPE		125.00		02/29/2024
159428	02/01/2024	PRINTED	002167 CANON FINANCIAL SERVICES,		1,032.01		02/15/2024
159429	02/01/2024	PRINTED	000036 CINTAS		592.78		02/15/2024
159430	02/01/2024	PRINTED	000036 CINTAS		501.10		02/15/2024
159431	02/01/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		4,038.21		02/15/2024
159432	02/01/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		1,081.37		02/15/2024
159433	02/01/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		497.87		02/15/2024
159434	02/01/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		2,661.24		02/15/2024
159435	02/01/2024	PRINTED	002418 CR&R INCORPORATED		995.00		02/15/2024
159436	02/01/2024	PRINTED	005608 DATA TICKET, INC.		164.52		02/15/2024
159437	02/01/2024	PRINTED	000356 DEGUIRE WEED ABATEMENT		55.58		02/15/2024
159438	02/01/2024	PRINTED	000741 DELL MARKETING LP		312.00		02/15/2024
159439	02/01/2024	PRINTED	013640 DIVERSIFIED DISTRIBUTION		1,407.83		02/15/2024
159440	02/01/2024	PRINTED	000590 EARTHCHEM INDUSTRIAL SUPP		1,549.40		02/15/2024
159441	02/01/2024	PRINTED	001231 EASTERN MUNICIPAL WATER D		2,154.02		02/15/2024
159442	02/01/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		207,769.51		02/15/2024
159443	02/01/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		1,543.64		02/15/2024
159444	02/01/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		691.16		02/15/2024
159445	02/01/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		1,655.23		02/15/2024
159446	02/01/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		1,101.17		02/15/2024
159447	02/01/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		673.21		02/15/2024
159448	02/01/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		132.79		02/15/2024
159449	02/01/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		1,296.30		02/15/2024
159450	02/01/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		254.65		02/15/2024
159451	02/01/2024	PRINTED	003800 ENVIRONMENTAL SYSTEMS RES		157.78		02/15/2024
159452	02/01/2024	PRINTED	006479 EWING IRRIGATION PRODUCTS		1,100.00		02/15/2024
159453	02/01/2024	PRINTED	002815 EXPERIAN		574.16		02/15/2024
159454	02/01/2024	PRINTED	001024 MICHAEL BRACKEN, MANAGING	54.26			02/15/2024
159455	02/01/2024	PRINTED	000068 FIELDMAN ROLAPP & ASSOCI		3,849.46		02/15/2024
159456	02/01/2024	PRINTED	001894 FUN EXPRESS, LLC		208.82		02/15/2024
159457	02/01/2024	PRINTED	002598 HAULAWAY STORAGE CONTAINERS		82.60		02/15/2024
159458	02/01/2024	PRINTED	000064 HLP, INC.		10.50		02/15/2024
159459	02/01/2024	PRINTED	000444 INFRAMARK LLC		105,914.35		02/15/2024
159460	02/01/2024	PRINTED	001047 INLAND ROAD SERVICE & TIR		3,117.11		02/15/2024
159461	02/01/2024	PRINTED	014672 JOLLY JUMPS		2,130.00		02/29/2024
159462	02/01/2024	PRINTED	014809 LEADING EDGE LEARNING CEN		1,440.00		02/15/2024
159463	02/01/2024	PRINTED	010472 CYNTHIA LEMUS		390.03		02/15/2024
159464	02/01/2024	VOID	001968 CHARLES LEWIS				
159465	02/01/2024	PRINTED	002447 LOR GEOTECHNICAL GROUP IN	90.00			02/15/2024
159466	02/01/2024	PRINTED	002059 LUE YANG		3,139.00		02/15/2024
159467	02/01/2024	PRINTED	001039 ALEX MACIAS		658.84		02/15/2024
159468	02/01/2024	PRINTED	010046 MANPOWER TEMP SERVICES,		850.00		02/15/2024
159469	02/01/2024	PRINTED	002360 ZEIDMAN FAMILY CORPORATIO		27,185.73		02/15/2024
					1,315.23		02/15/2024

# CITY OF PERRIS, CA - LIVE



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: AT1

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159470	02/01/2024	PRINTED	010231 MR. G'S PLUMBING				02/15/2024
159471	02/01/2024	PRINTED	000779 NAPA AUTO PARTS		350.00		02/15/2024
159472	02/01/2024	PRINTED	000933 LEMUEL NEAL		248.31		02/15/2024
159473	02/01/2024	PRINTED	001681 NUTRIEN AG SOLUTION, INC.		120.00		02/15/2024
159474	02/01/2024	PRINTED	000379 O'REILLY FIRST CALL		351.96		02/15/2024
159475	02/01/2024	PRINTED	000665 P&P UNIFORMS RIV		32.73		02/15/2024
159476	02/01/2024	PRINTED	000040 PAPER RECYCLING & SHREDDI		90.51		02/15/2024
159477	02/01/2024	PRINTED	001965 PARK TOWNE APARTMENTS, LL		83.00		02/15/2024
159478	02/01/2024	PRINTED	012127 RACHEL PINEDO		455.80		02/15/2024
159479	02/01/2024	PRINTED	002314 LORENZO ARIAS		754.32		02/15/2024
159480	02/01/2024	PRINTED	001932 PURCHASE POWER		8,100.00		02/29/2024
159481	02/01/2024	PRINTED	001173 REDLANDS TOWNE SQUARE		4,000.00		02/15/2024
159482	02/01/2024	PRINTED	002317 RIVERSIDE COMMUNITY		451.21		02/15/2024
159483	02/01/2024	PRINTED	003109 RIVERSIDE COUNTY SHERIFF'		656.42		02/29/2024
159484	02/01/2024	PRINTED	005350 ROTARY CLUB OF PERRIS		1,767,240.38		02/15/2024
159485	02/01/2024	PRINTED	001118 SC FUELS		168.00		02/15/2024
159486	02/01/2024	PRINTED	001118 SC FUELS		7,878.74		02/15/2024
159487	02/01/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		152.94		02/15/2024
159488	02/01/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		245.71		02/15/2024
159489	02/01/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		10,766.69		02/15/2024
159490	02/01/2024	VOID	002398 TRIE SHELTON		13,824.32		02/15/2024
159491	02/01/2024	PRINTED	001971 SHI INTERNATIONAL CORP.	90.00			02/15/2024
159492	02/01/2024	PRINTED	002407 RANDALL MANAGEMENT GROUP,		10,418.00		02/15/2024
159493	02/01/2024	PRINTED	002144 SUPERFLY PHOTO / BE SOCIA	700.00			02/15/2024
159494	02/01/2024	PRINTED	011484 SYNTECH		400.45		02/15/2024
159495	02/01/2024	PRINTED	002356 TERRA PACIFIC, LLC		3,944.45		02/15/2024
159496	02/01/2024	PRINTED	000438 THE THOMSEN COMPANY, INC.	18,250.00			02/29/2024
159497	02/01/2024	PRINTED	001528 TOTAL COMPENSATION SYSTEM		2,070.00		02/15/2024
159498	02/01/2024	PRINTED	001874 TRUE NORTH COMPLIANCE SER		41,544.82		02/15/2024
159499	02/01/2024	PRINTED	000995 UNIFIRST CORPORATION		1,529.07		02/15/2024
159500	02/01/2024	PRINTED	001909 UNIFIRST FIRST AID CORP		154.22		02/29/2024
159501	02/01/2024	PRINTED	000922 UNITED RENTALS (NORTH AME		1,786.22		02/15/2024
159502	02/01/2024	PRINTED	006257 VISION GLASS AND TINT		278.80		02/15/2024
159503	02/01/2024	PRINTED	015004 WALTERS WHOLESALE ELECTRI		339.50		02/15/2024
159504	02/01/2024	PRINTED	014960 WINGRAPHICS, INC		5,158.13		02/15/2024
159505	02/06/2024	PRINTED	002107 UNITED PLUMBING & RESTORA		64,452.00		02/15/2024
159506	02/07/2024	EFT	008881 ALESHIRE & WYNDER, LLP		352.00		02/09/2024
159507	02/07/2024	EFT	000566 AMAZON CAPITAL SERVICES		1,860.09		02/09/2024
159508	02/07/2024	EFT	000458 ATWORK FRANCHISE, INC.		17,028.93		02/09/2024
159509	02/07/2024	EFT	000957 BILL & DAVE'S LDSC MAINTA		8,488.42		02/09/2024
159510	02/07/2024	EFT	000053 MARY CATHY OWENS		1,515.50		02/09/2024
159511	02/07/2024	EFT	000590 EARTHCHEM INDUSTRIAL SUPP		5,351.57		02/09/2024
159512	02/07/2024	EFT	000893 MARYLIN FLORES		850.00		02/09/2024
159513	02/07/2024	EFT	002052 ANNA NICOLE GUTIERREZ		800.00		02/09/2024
159514	02/07/2024	EFT	001582 HOME DEPOT CREDIT SERVICE		4,391.00		02/09/2024
159515	02/07/2024	EFT	000916 J THAYER COMPANY, INC.		703.32		02/09/2024
159516	02/07/2024	EFT	000725 LEILANI CONSTRUCTION INC.		3,000.00		02/09/2024
159517	02/07/2024	EFT	014789 DANIKA NELSON		437.60		02/09/2024
159518	02/07/2024	EFT	000808 NIELSEN MERKSAMER PARRINE		18,674.46		02/09/2024
159519	02/07/2024	EFT	001681 NUTRIEN AG SOLUTION, INC.		779.35		02/09/2024
159520	02/07/2024	EFT	010328 PACIFIC CODE COMPLIANCE		25,270.00		02/09/2024
159521	02/07/2024	EFT	001160 JIM FORBES VOICE, INC.		506.29		02/09/2024

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159522	02/07/2024	EFT	002028 COUNTY OF RIVERSIDE		1,492.32		02/09/2024
159523	02/07/2024	EFT	007047 RK ENGINEERING GROUP INC		16,260.00		02/09/2024
159524	02/07/2024	EFT	010515 ROMO PIPELINE		8,250.00		02/09/2024
159525	02/07/2024	EFT	001864 Z & T VENTURES, INC.		26,261.50		02/09/2024
159526	02/07/2024	EFT	001389 YUNEX LLC		5,060.36		02/09/2024
159527	02/07/2024	EFT	002361 TADEO'S MOBILE WASH, LLC		200.00		02/09/2024
159528	02/07/2024	EFT	001453 Talentzok		13,523.20		02/09/2024
159529	02/07/2024	EFT	000490 USK TAE KWON DO		630.00		02/09/2024
159530	02/07/2024	EFT	001600 VELASCO MATERIALS		1,503.88		02/09/2024
159531	02/07/2024	EFT	002207 WEST COAST ARBORISTS, INC		24,755.55		02/09/2024
159532	02/07/2024	EFT	001602 WILLDAN FINANCIAL SERVICE		55,192.38		02/09/2024
159533	02/08/2024	PRINTED	011647 4IMPRINT, INC.		1,433.32		02/29/2024
159534	02/08/2024	PRINTED	012979 ADAME LANDSCAPE, INC.	270.00	1,352.70		02/15/2024
159535	02/08/2024	PRINTED	014762 IKEVA ADAMS				
159536	02/08/2024	PRINTED	014992 AIR & HOSE SOURCE, INC.		136.99		02/15/2024
159537	02/08/2024	PRINTED	000668 ALBERT A. WEBB ASSOCIATES		1,702.37		02/15/2024
159538	02/08/2024	PRINTED	000805 ALL AMERICAN ASPHALT		19,233.23		02/15/2024
159539	02/08/2024	VOID	001019 ANDERSON ELECTRIC				
159540	02/08/2024	PRINTED	001985 AQUACULTURE SYSTEMS TECHN				
159541	02/08/2024	PRINTED	006027 BARRY KAY ENTERPRISES, IN				
159542	02/08/2024	PRINTED	001087 BIO-TOX LABORATORIES	6,324.37			02/29/2024
159543	02/08/2024	PRINTED	002358 BROC				
159544	02/08/2024	PRINTED	002339 BRADY INDUSTRIES OF CALIF	11,988.00			02/29/2024
159545	02/08/2024	PRINTED	000494 BUDLONG & ASSOCIATES, INC	2,357.44			02/15/2024
159546	02/08/2024	PRINTED	000494 BUDLONG & ASSOCIATES, INC	1,200.00			02/15/2024
159547	02/08/2024	PRINTED	002382 C & V FLOORS INC	4,700.00			02/15/2024
159548	02/08/2024	PRINTED	001098 CALIFORNIA ASSOCIATION OF	975.00			02/15/2024
159549	02/08/2024	PRINTED	002085 CAL VALVE, INC.	1,586.00			02/29/2024
159550	02/08/2024	PRINTED	012142 CALIFORNIA INLAND EMPIRE	418.52			02/15/2024
159551	02/08/2024	PRINTED	002167 CANON FINANCIAL SERVICES,				
159552	02/08/2024	PRINTED	014299 CG RESOURCE MANAGEMENT	558.00			02/29/2024
159553	02/08/2024	PRINTED	000036 CINTAS				
159554	02/08/2024	PRINTED	000036 CINTAS				
159555	02/08/2024	PRINTED	001050 CM WASH INC.	1,680.33			02/29/2024
159556	02/08/2024	PRINTED	002375 SHIRLEY COLVIN				
159557	02/08/2024	PRINTED	001501 COMPASS PEST MANAGEMENT,				
159558	02/08/2024	PRINTED	014134 CONTINENTAL INTERPRETING				
159559	02/08/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS				
159560	02/08/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS				
159561	02/08/2024	PRINTED	015000 CPRS				
159562	02/08/2024	PRINTED	008008 DAN'S FEED AND SEED INC.				
159563	02/08/2024	PRINTED	000741 DELL MARKETING LP				
159564	02/08/2024	PRINTED	002298 DENNIS GRUBB & ASSOCIATES				
159565	02/08/2024	PRINTED	010546 DFM ASSOCIATES				
159566	02/08/2024	PRINTED	002369 DOWNSTREAM SERVICES, INC.	136,646.89			02/15/2024
159567	02/08/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	477.81			02/15/2024
159568	02/08/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	3,587.83			02/15/2024
159569	02/08/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	41.65			02/15/2024
159570	02/08/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	94.05			02/15/2024
159571	02/08/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	30.62			02/15/2024
159572	02/08/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	128.84			02/15/2024
159573	02/08/2024	PRINTED	006479 EWING IRRIGATION PRODUCTS	2,418.41			02/15/2024

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159574	02/08/2024	PRINTED	002024 FEDERAL EXPRESS CORP		232.17		02/29/2024
159575	02/08/2024	PRINTED	001894 FUN EXPRESS, LLC		1,186.38		02/15/2024
159576	02/08/2024	PRINTED	011766 GLOBAL POWER GROUP, INC.		4,420.00		02/15/2024
159577	02/08/2024	PRINTED	002340 LEFT COAST CONSULTANTS, I		9,742.22		02/15/2024
159578	02/08/2024	PRINTED	002412 GOODHART COFFEE LLC		1,036.55		02/29/2024
159579	02/08/2024	PRINTED	011266 GUARANTEED JANITORIAL SER		21,395.40		02/15/2024
159580	02/08/2024	PRINTED	000691 HEMET UNIFIED SCHOOL DIST	801.00			02/15/2024
159581	02/08/2024	PRINTED	002205 HINDERLITER DELLAMAS & AS		5,065.45		02/15/2024
159582	02/08/2024	PRINTED	000239 HYDROPOINT DATA SYSTEMS,		10,556.00		02/15/2024
159583	02/08/2024	PRINTED	008331 IIIMC		125.00		02/29/2024
159584	02/08/2024	PRINTED	000444 INFRAMARK LLC		117,203.57		02/15/2024
159585	02/08/2024	PRINTED	001047 INLAND ROAD SERVICE & TIR		3,375.71		02/15/2024
159586	02/08/2024	PRINTED	014260 IRON MOUNTAIN		915.71		02/15/2024
159587	02/08/2024	PRINTED	005656 J&R CONCRETE PRODUCTS, IN		99.13		02/15/2024
159588	02/08/2024	PRINTED	001697 JACKSON LEWIS PC		1,552.50		02/29/2024
159589	02/08/2024	PRINTED	002415 JIMENEZ, RICARDO & ELVIRA	2,727.93			02/15/2024
159590	02/08/2024	PRINTED	000336 JOHNSON EQUIPMENT CO.		2,076.76		02/15/2024
159591	02/08/2024	PRINTED	014672 JOLLY JUMPS		370.00		02/29/2024
159592	02/08/2024	PRINTED	002351 JOSE UMANA		102.96		02/29/2024
159593	02/08/2024	PRINTED	001943 KELAR PACIFIC, LLC		3,850.00		02/15/2024
159594	02/08/2024	PRINTED	011681 LAWLER'S TRIPLE L TOWING		305.00		02/29/2024
159595	02/08/2024	PRINTED	014809 LEADING EDGE LEARNING CEN		1,260.00		02/15/2024
159596	02/08/2024	PRINTED	001406 LEAGUE OF CALIFORNIA CITI		23,246.00		02/15/2024
159597	02/08/2024	PRINTED	002447 LOR GEOTECHNICAL GROUP IN		14,579.50		02/15/2024
159598	02/08/2024	PRINTED	002059 LUE YANG		2,500.00		02/15/2024
159599	02/08/2024	PRINTED	010046 MANPOWER TEMP SERVICES,		14,378.26		02/15/2024
159600	02/08/2024	PRINTED	002360 ZEIDMAN FAMILY CORPORATIO		1,262.97		02/15/2024
159601	02/08/2024	PRINTED	002864 MICHAEL MORALES		612.14		02/29/2024
159602	02/08/2024	PRINTED	013917 MOTOPOST		366.34		02/15/2024
159603	02/08/2024	PRINTED	010231 MR. G'S PLUMBING		450.00		02/15/2024
159604	02/08/2024	PRINTED	011992 JESSICA MUNOZ		644.00		02/29/2024
159605	02/08/2024	PRINTED	011503 NATIONAL DRIVE		8.00		02/29/2024
159606	02/08/2024	PRINTED	000933 LEMUEL NEAL		300.00		02/15/2024
159607	02/08/2024	PRINTED	000379 O'REILLY FIRST CALL		1,727.24		02/29/2024
159608	02/08/2024	PRINTED	000665 P&P UNIFORMS RIV	281.00			02/15/2024
159609	02/08/2024	PRINTED	000315 PEPE S TOWING SERVICE, IN		63.97		02/29/2024
159610	02/08/2024	PRINTED	002134 PERRIS CAR WASH		940.84		02/29/2024
159611	02/08/2024	PRINTED	010602 KENNETH PHUNG		245.73		02/29/2024
159612	02/08/2024	PRINTED	001532 PITNEY BOWES INC		695.00		02/29/2024
159613	02/08/2024	PRINTED	002314 LORENZO ARIAS		72.50		02/15/2024
159614	02/08/2024	PRINTED	015062 ARGENIO RAMIREZ		2,067.13		02/15/2024
159615	02/08/2024	PRINTED	001068 RHA LANDSCAPE ARCHITECTS-		268.46		02/15/2024
159616	02/08/2024	PRINTED	001618 RIGHTWAY				02/15/2024
159617	02/08/2024	PRINTED	002328 RIVERSIDE COUNTY CLERK				02/15/2024
159618	02/08/2024	PRINTED	000499 ADALBERT ROJALES	126,507.50			02/29/2024
159619	02/08/2024	PRINTED	013584 ROSA'S BRIDE & TUX BOUTIQ	60.00			02/29/2024
159620	02/08/2024	PRINTED	007625 SAM'S CLUB DIRECT		3,883.31		02/29/2024
159621	02/08/2024	PRINTED	001118 SC FUELS		152.26		02/29/2024
159622	02/08/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		659.86		02/15/2024
159623	02/08/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		397.73		02/15/2024
159624	02/08/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		3,603.69		02/15/2024
159625	02/08/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		1,256.48		02/15/2024
159625	02/08/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		41.27		02/15/2024

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159626	02/08/2024	PRINTED	002409 SEEFRIED INDUSTRIAL PROPE				02/15/2024
159627	02/08/2024	PRINTED	001685 SOCAL ACCESS AND VIDEO	41,811.24			02/29/2024
159628	02/08/2024	PRINTED	001691 SOCALGAS		1,485.00		02/29/2024
159629	02/08/2024	PRINTED	002563 SPARKLETT'S		4,660.17		02/29/2024
159630	02/08/2024	PRINTED	002163 SPECTRUM CLEANERS		180.83		02/29/2024
159631	02/08/2024	PRINTED	007519 CHARTER COMMUNICATIONS	504.00			02/15/2024
159632	02/08/2024	PRINTED	004000 STATE OF CALIFORNIA		749.97		02/15/2024
159633	02/08/2024	PRINTED	007790 STEVE'S TOWING INC		595.00		02/15/2024
159634	02/08/2024	PRINTED	002377 STORM GUARD CONSTRUCTION,		315.00		02/29/2024
159635	02/08/2024	PRINTED	011484 SYNTech		32,400.00		02/29/2024
159636	02/08/2024	PRINTED	014647 TERRYBERRY		9,788.93		02/15/2024
159637	02/08/2024	PRINTED	001896 THE CODE GROUP, INC		1,871.45		02/15/2024
159638	02/08/2024	PRINTED	000438 THE THOMSEN COMPANY, INC.	8,280.00			02/15/2024
159639	02/08/2024	PRINTED	000688 COUNTY OF RIVERSIDE		138.00		02/29/2024
159640	02/08/2024	PRINTED	001311 TRULY NOLEN BRANCH 064		2,070.12		02/29/2024
159641	02/08/2024	PRINTED	000995 UNIFIRST CORPORATION				02/15/2024
159642	02/08/2024	PRINTED	002107 UNITED PLUMBING & RESTORA		26.00		02/15/2024
159643	02/08/2024	PRINTED	008060 UNITED WAY OF THE INLAND	445.00			02/15/2024
159644	02/08/2024	PRINTED	000240 MICHAEL VARGAS		125.00		02/15/2024
159645	02/08/2024	PRINTED	007900 VERIZON WIRELESS		11,924.41		02/29/2024
159646	02/08/2024	PRINTED	015004 WALTERS WHOLESAL ELECTRI		1,395.60		02/15/2024
159647	02/08/2024	PRINTED	001344 WESTERN EXTERMINATOR COMP		1,703.46		02/29/2024
159648	02/08/2024	PRINTED	013887 TRAVIS WILLIAMS		250.00		02/29/2024
159649	02/14/2024	EFT	001740 ACT I CONSTRUCTION, INC.		775,224.94		02/16/2024
159650	02/14/2024	EFT	000566 AMAZON CAPITAL SERVICES		1,480.48		02/16/2024
159651	02/14/2024	EFT	000458 ATWORK FRANCHISE, INC.		8,918.19		02/16/2024
159652	02/14/2024	EFT	000957 BILL & DAVE'S LDSC MAINTNE		6,054.30		02/16/2024
159653	02/14/2024	EFT	011579 CAMERON WELDING SUPPLY		77.70		02/16/2024
159654	02/14/2024	EFT	000386 FIRST SECURITY FINANCE, I		2,563.82		02/16/2024
159655	02/14/2024	EFT	002132 FLO WATER INC.		452.55		02/16/2024
159656	02/14/2024	EFT	001815 HM CONSULTANTS, LLC		5,000.00		02/16/2024
159657	02/14/2024	EFT	001582 HOME DEPOT CREDIT SERVICE		4,035.03		02/16/2024
159658	02/14/2024	EFT	000916 J THAYER COMPANY, INC.		440.84		02/16/2024
159659	02/14/2024	EFT	000725 LEILANI CONSTRUCTION INC.		2,700.00		02/16/2024
159660	02/14/2024	EFT	001681 NUTRIEN AG SOLUTION, INC.		3,762.87		02/16/2024
159661	02/14/2024	EFT	001160 JIM FORBES VOICE, INC.		1,538.45		02/16/2024
159662	02/14/2024	EFT	000517 REGIONAL CONSERVATION AUT		132,973.72		02/16/2024
159663	02/14/2024	EFT	007047 RK ENGINEERING GROUP INC		32,630.00		02/16/2024
159664	02/14/2024	EFT	002326 KRISTIN SCHEINK		1,504.00		02/16/2024
159665	02/14/2024	EFT	001864 Z & T VENTURES, INC.		66,506.00		02/16/2024
159666	02/14/2024	EFT	001389 YUNEX LLC		765.00		02/16/2024
159667	02/14/2024	EFT	001453 Talentzok		27,705.93		02/16/2024
159668	02/14/2024	EFT	000931 TRUE LEAF MARKET		75.23		02/16/2024
159669	02/14/2024	EFT	002207 WEST COAST ARBORISTS, INC		48,431.20		02/16/2024
159670	02/27/2024	PRINTED	000191 ACTIVE IMPRESSIONS	642.19			02/16/2024
159671	02/27/2024	PRINTED	012979 ADAME LANDSCAPE, INC.	25,753.05			02/16/2024
159672	02/27/2024	PRINTED	000854 ADVANCED MOBILITY GROUP	5,748.61			02/16/2024
159673	02/27/2024	PRINTED	012987 AIR EXCHANGE, INC	1,386.61			02/16/2024
159674	02/27/2024	PRINTED	001019 ANDERSON ELECTRIC	6,113.00			02/16/2024
159675	02/27/2024	PRINTED	000132 AWARDS AND SPECIALTIES	2,233.44			02/16/2024
159676	02/27/2024	PRINTED	000915 BAY ALARM COMPANY	2,102.50			02/16/2024
159677	02/27/2024	PRINTED	002339 BRADY INDUSTRIES OF CALIF	2,828.44			02/16/2024

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159678	02/27/2024	PRINTED	002420 AMANDA N. BUI	32,168.00			
159679	02/27/2024	PRINTED	010358 CALIFORNIA VETERINARY SPE	125.00			
159680	02/27/2024	PRINTED	002167 CANON FINANCIAL SERVICES,	602.46			
159681	02/27/2024	PRINTED	000036 CINTAS	592.78			
159682	02/27/2024	PRINTED	000036 CINTAS	44.51			
159683	02/27/2024	PRINTED	014134 CONTINENTAL INTERPRETING	350.00			
159684	02/27/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	8,070.47			
159685	02/27/2024	PRINTED	002418 CR&R INCORPORATED	287,665.17			
159686	02/27/2024	PRINTED	003269 CSMFO	135.00			
159687	02/27/2024	PRINTED	002302 CTWS, LLC	46.50			
159688	02/27/2024	PRINTED	008008 DAN'S FEED AND SEED INC.	105.73			
159689	02/27/2024	PRINTED	000741 DELL MARKETING LP	2,682.67			
159690	02/27/2024	PRINTED	002416 DOUGLAS S. WHITNEY	5,000.00			
159691	02/27/2024	PRINTED	002416 TRUST ACCOUNT OF THE	8,944.64			
159692	02/27/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	1,949.97			
159693	02/27/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	1,658.81			
159694	02/27/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	39.67			
159695	02/27/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	54.09			
159696	02/27/2024	PRINTED	002243 EBS GENERAL ENGINEERING,	40,696.48			
159697	02/27/2024	PRINTED	001580 EIDE BAILLY LLP	3,933.00			
159698	02/27/2024	PRINTED	001734 EPIC LAND SOLUTIONS, INC.	11,556.71			
159699	02/27/2024	PRINTED	002024 FEDERAL EXPRESS CORP	248.22			
159700	02/27/2024	PRINTED	000068 FIELDMAN, ROLAPP & ASSOCI	3,995.24			
159701	02/27/2024	PRINTED	001774 GALLAGHER BENEFIT SERVICE	3,885.00			
159702	02/27/2024	PRINTED	011389 GAVILAN SPRINGS NURSERY	915.88			
159703	02/27/2024	PRINTED	001848 GLENN LUKOS ASSOCIATES, I	1,269.00			
159704	02/27/2024	PRINTED	000630 GLOBAL EQUIPMENT COMPANY,	2,750.43			
159705	02/27/2024	PRINTED	002340 LEFT COAST CONSULTANTS, I	31,986.67			
159706	02/27/2024	PRINTED	001903 GRAINGER	659.54			
159707	02/27/2024	PRINTED	011266 GUARANTEED JANITORIAL SER	10,687.56			
159708	02/27/2024	PRINTED	001076 THE HABIT BURGER GRILL, L	4,370.34			
159709	02/27/2024	PRINTED	002205 HINDERLITER DELLAMAS & AS	59,062.50			
159710	02/27/2024	PRINTED	000239 HYDROPLITER DATA SYSTEMS,	1,534.00			
159711	02/27/2024	PRINTED	000007 IMPERIAL SPRINKLER SUPPLY	1,575.79			
159712	02/27/2024	PRINTED	006454 INLAND DESERT SECURITY &	631.00			
159713	02/27/2024	PRINTED	001047 INLAND ROAD SERVICE & TIR	1,729.29			
159714	02/27/2024	PRINTED	001491 INTERMEDIA.NET INC.	5,155.97			
159715	02/27/2024	PRINTED	014260 IRON MOUNTAIN	1,064.45			
159716	02/27/2024	PRINTED	002334 J&M LEYVA GENERAL ENGINEE	4,350.00			
159717	02/27/2024	PRINTED	003656 J&R CONCRETE PRODUCTS, IN	103.44			
159718	02/27/2024	PRINTED	002294 KASEYA US, LLC	3,354.00			
159719	02/27/2024	PRINTED	002194 GREGORY THOMAS KILEY	3,500.00			
159720	02/27/2024	PRINTED	007140 KIMBALL MIDWEST	1,832.57			
159721	02/27/2024	PRINTED	002309 LEAF	150.85			
159722	02/27/2024	PRINTED	002113 DIGITAL MAP PRODUCTS, L.P	20,522.80			
159723	02/27/2024	PRINTED	002447 LOR GEOTECHNICAL GROUP IN	7,990.95			
159724	02/27/2024	PRINTED	010046 MANPOWER TEMP SERVICES,	15,287.82			
159725	02/27/2024	PRINTED	002360 ZEIDMAN FAMILY CORPORATIO	6,864.34			
159726	02/27/2024	PRINTED	010369 ADRIENNE MORALES				
159727	02/27/2024	PRINTED	013917 MOTOPOST				
159728	02/27/2024	PRINTED	000779 NAPA AUTO PARTS	756.88			
159729	02/27/2024	PRINTED	010619 NATIONAL BUSINESS FURNITU	283.84			
					508.25		02/29/2024

# CITY OF PERRIS, CA - LIVE



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 990000 1011

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159730	02/27/2024	PRINTED	002417 NATIONWIDE CAPITAL GROUP	2,263.42			02/23/2024
159731	02/27/2024	PRINTED	001150 PALACIOS LAW OFFICE	131.75			02/23/2024
159732	02/27/2024	PRINTED	001677 THE PARTS AUTHORITY	98.20			02/23/2024
159733	02/27/2024	PRINTED	001536 PERRIS VALLEY CHAMBER OF	250.00			02/23/2024
159734	02/27/2024	PRINTED	001371 PERRIS VALLEY PRINTING CO	52.80			02/23/2024
159735	02/27/2024	PRINTED	015321 PITNEY BOWES GLOBAL FINAN	4,827.64			02/23/2024
159736	02/27/2024	PRINTED	002414 PLAY FOUNDATIONS INC	1,946.00			02/23/2024
159737	02/27/2024	PRINTED	001825 COUNTY OF RIVERSIDE	957.81			02/23/2024
159738	02/27/2024	PRINTED	001825 RIVERSIDE COUNTY	30.00			02/23/2024
159739	02/27/2024	PRINTED	003109 RIVERSIDE COUNTY SHERIFF'	738.49			02/23/2024
159740	02/27/2024	PRINTED	006628 COUNTY OF RIVERSIDE-COMM	100.00			02/23/2024
159741	02/27/2024	PRINTED	002159 ROAD SOUP OF CALIFORNIA,	3,612.50			02/23/2024
159742	02/27/2024	PRINTED	001118 SC FUELS	148.88			02/23/2024
159743	02/27/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	3,113.33			02/23/2024
159744	02/27/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	6,908.27			02/23/2024
159745	02/27/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	24,958.23			02/23/2024
159746	02/27/2024	PRINTED	001956 SECURITY LINES US LLC	34,951.32			02/23/2024
159747	02/27/2024	PRINTED	001085 SHRED-IT C/O STERICYCLE,	429.68			02/23/2024
159748	02/27/2024	PRINTED	002407 RANDALL MANAGEMENT GROUP,	400.45			02/23/2024
159749	02/27/2024	PRINTED	002563 SPARKLETT'S	11.50			02/23/2024
159750	02/27/2024	PRINTED	007519 CHARTER COMMUNICATIONS	16,500.17			02/23/2024
159751	02/27/2024	PRINTED	001907 SUNSTATE EQUIPMENT CO	234.29			02/23/2024
159752	02/27/2024	PRINTED	002411 SUPERIOR ROOFING SYSTEMS,	46,605.00			02/23/2024
159753	02/27/2024	PRINTED	000927 SWRCB	2,297.00			02/23/2024
159754	02/27/2024	PRINTED	011484 SYNTECH	13,135.43			02/23/2024
159755	02/27/2024	PRINTED	001311 TRULY NOLEN BRANCH 064	182.00			02/23/2024
159756	02/27/2024	PRINTED	000995 UNIFIRST CORPORATION	713.54			02/23/2024
159757	02/27/2024	PRINTED	001865 UNITED REFRIGERATION, INC	1,579.14			02/23/2024
159758	02/27/2024	PRINTED	011721 VAL VERDE GRAPHICS	2,723.50			02/23/2024
159759	02/27/2024	PRINTED	015004 WALTERS WHOLESALE ELECTRI	337.67			02/23/2024
159760	02/27/2024	PRINTED	002249 WESTERN RIVERSIDE COUNCIL	256,663.59			02/23/2024
159761	02/27/2024	PRINTED	011124 WINZER CORPORATION	421.166.47			02/23/2024
159762	02/21/2024	EFT	001740 ACT 1 CONSTRUCTION, INC.	4,555.97			02/23/2024
159763	02/21/2024	EFT	000566 AMAZON CAPITAL SERVICES	13,167.53			02/23/2024
159764	02/21/2024	EFT	000458 ATWORK FRANCHISE, INC.	5,032.32			02/23/2024
159765	02/21/2024	EFT	000957 BILL & DAVE'S LDSC MAINT	5,007.07			02/23/2024
159766	02/21/2024	EFT	010945 COMMUNITY WORKS DESIGN GR	421.13			02/23/2024
159767	02/21/2024	EFT	000590 EARTHCHEM INDUSTRIAL SUPP	323.25			02/23/2024
159768	02/21/2024	EFT	002132 FLOWATER, INC.	603.40			02/23/2024
159769	02/21/2024	EFT	002132 FLO WATER, INC.	99,967.32			02/23/2024
159770	02/21/2024	EFT	010683 HARDY & HARPER, INC	1,735.79			02/23/2024
159771	02/21/2024	EFT	001582 HOME DEPOT CREDIT SERVICE	3,634.30			02/23/2024
159772	02/21/2024	EFT	001698 LOVE 4 LIFE ASSOCIATION	54,874.36			02/23/2024
159773	02/21/2024	EFT	001777 MARK THOMAS & COMPANY, IN	1,443.05			02/23/2024
159774	02/21/2024	EFT	001036 BOYS & GIRLS CLUB OF MENT	620.00			02/23/2024
159775	02/21/2024	EFT	000808 NIELSEN MERKSAMER PARRINE	1,500.00			02/23/2024
159776	02/21/2024	EFT	001031 DAVID OSORIO	19,500.00			02/23/2024
159777	02/21/2024	EFT	000571 SALVADOR OSORIO	6,746.71			02/23/2024
159778	02/21/2024	EFT	010328 PACIFIC CODE COMPLIANCE	14,355.00			02/23/2024
159779	02/21/2024	EFT	001160 JIM FORBES VOICE, INC.	6,750.00			02/23/2024
159780	02/21/2024	EFT	007047 RK ENGINEERING GROUP INC				02/23/2024
159781	02/21/2024	EFT	010515 ROMO PIPELINE				02/23/2024

# CITY OF PERRIS, CA - LIVE



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: AT1

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159782	02/21/2024	EFT	001864 Z & T VENTURES, INC.		18,860.00		02/23/2024
159783	02/21/2024	EFT	001453 Talentzok		6,869.77		02/23/2024
159784	02/21/2024	EFT	002337 UNDER THE SUN LINE DANCE		210.00		02/23/2024
159785	02/21/2024	EFT	002072 VOICES FOR CHILDREN		3,845.99		02/23/2024
159786	02/21/2024	EFT	002207 WEST COAST ARBORISTS, INC		3,239.60		02/23/2024
159787	02/21/2024	EFT	001602 WILLDAN FINANCIAL SERVICE	40,735.39			02/23/2024
159788	02/27/2024	PRINTED	012979 ADAME LANDSCAPE, INC.	2,123.80			02/23/2024
159789	02/27/2024	PRINTED	000668 ALBERT A. WEBB ASSOCIATES	400.00			02/23/2024
159790	02/27/2024	PRINTED	000376 ANIMAL EMERGENCY CLINIC,	107.51			02/23/2024
159791	02/27/2024	PRINTED	011360 SYLVIA ARVIZU	596.00			02/23/2024
159792	02/27/2024	PRINTED	010342 AYERS DISTRIBUTING	5,854.54			02/23/2024
159793	02/27/2024	PRINTED	006027 BARRY KAY ENTERPRISES, IN	70.00			02/23/2024
159794	02/27/2024	PRINTED	000915 BAY ALARM COMPANY	332.00			02/23/2024
159795	02/27/2024	PRINTED	002085 CAL VALVE, INC.	666.41			02/23/2024
159796	02/27/2024	PRINTED	000752 CALIFORNIA DEPT OF TAX AN	756.58			02/23/2024
159797	02/27/2024	PRINTED	002167 CANON FINANCIAL SERVICES,	123.00			02/23/2024
159798	02/27/2024	PRINTED	000036 CINTAS	31.29			02/23/2024
159799	02/27/2024	PRINTED	000848 CONCENTRA MEDICAL CENTERS	5,923.13			02/23/2024
159800	02/27/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	3,641.11			02/23/2024
159801	02/27/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	850.00			02/23/2024
159802	02/27/2024	PRINTED	002418 CR&R INCORPORATED	3,380.00			02/23/2024
159803	02/27/2024	PRINTED	011497 CRIME SCENE STERIL-CLEAN,	5,645.22			02/23/2024
159804	02/27/2024	PRINTED	008008 DAN'S FEED AND SEED INC.	12,800.00			02/23/2024
159805	02/27/2024	PRINTED	001779 DAVID WHEELER'S PEST CONT	10,962.76			02/23/2024
159806	02/27/2024	PRINTED	000741 DELL MARKETING LP	288.62			02/23/2024
159807	02/27/2024	PRINTED	002298 DENNIS GRUBB & ASSOCIATES	22.68			02/23/2024
159808	02/27/2024	PRINTED	014814 DUTALE, INC. DBA MCS	1,634.74			02/23/2024
159809	02/27/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	1,211.96			02/23/2024
159810	02/27/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	176,858.55			02/23/2024
159811	02/27/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	200.00			02/23/2024
159812	02/27/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	774.00			02/23/2024
159813	02/27/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	20,125.00			02/23/2024
159814	02/27/2024	PRINTED	006270 EMPLOYMENT SCREENING SERV	1,590.25			02/23/2024
159815	02/27/2024	PRINTED	002422 ERIK ALI ELIZALDE	2,379.09			02/23/2024
159816	02/27/2024	PRINTED	000589 EVERETT SMITH DESIGNS	2,839.03			02/23/2024
159817	02/27/2024	PRINTED	002815 EXPERTIAN	250.40			02/23/2024
159818	02/27/2024	PRINTED	000065 EXPLORER POST #522	60.00			02/23/2024
159819	02/27/2024	PRINTED	011388 FAIR HOUSING COUNCIL	13,990.50			02/23/2024
159820	02/27/2024	PRINTED	011388 FAIR HOUSING COUNCIL OF R	45.00			02/23/2024
159821	02/27/2024	PRINTED	002024 FEDERAL EXPRESS CORP	96.98			02/23/2024
159822	02/27/2024	PRINTED	001613 HEIDI FLORES	775.00			02/23/2024
159823	02/27/2024	PRINTED	002287 G.P.E. ELECTRICAL CONTRAC	165.20			02/23/2024
159824	02/27/2024	PRINTED	002410 SANDRA GARCIA	5,292.00			02/23/2024
159825	02/27/2024	PRINTED	011389 GAVILAN SPRINGS NURSERY	4,618.18			02/23/2024
159826	02/27/2024	PRINTED	015148 DEBRA K HARDMAN	3,000.00			02/23/2024
159827	02/27/2024	PRINTED	002598 HAULAWAY STORAGE CONTAINE	3,159.40			02/23/2024
159828	02/27/2024	PRINTED	002222 HIRSCH & ASSOCIATES INC	1,215.00			02/23/2024
159829	02/27/2024	PRINTED	000625 VISUAL EDGE INC.	1,472.36			02/23/2024
159830	02/27/2024	PRINTED	002384 INTERNATIONAL MOTHER LANG				
159831	02/27/2024	PRINTED	000007 IMPERIAL SPRINKLER SUPPLY				
159832	02/27/2024	PRINTED	006454 INLAND DESERT SECURITY &				
159833	02/27/2024	PRINTED	001047 INLAND ROAD SERVICE & TIR				

# CITY OF PERRIS, CA - LIVE



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: ALL

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159834	02/27/2024	PRINTED	002260 J SQUARED	687.50			
159835	02/27/2024	PRINTED	001367 J. P. COOKE COMPANY	273.95			
159836	02/27/2024	PRINTED	000043 LA GARE CAFE	4,902.62			
159837	02/27/2024	PRINTED	001406 LEAGUE OF CALIFORNIA CITI	100.00			
159838	02/27/2024	PRINTED	002447 LOR GEOTECHNICAL GROUP IN	1,028.00			
159839	02/27/2024	PRINTED	010046 MANPOWER TEMP SERVICES,	7,681.64			
159840	02/27/2024	PRINTED	001938 MESA ENERGY SYSTEMS, INC.	35,103.60			
159841	02/27/2024	PRINTED	014618 MMASC	125.00			
159842	02/27/2024	PRINTED	000933 LEMUEL NEAL	705.00			
159843	02/27/2024	PRINTED	002399 TRAMEKA NKERE	180.00			
159844	02/27/2024	PRINTED	001364 NATHAN PEREZ	223.00			
159845	02/27/2024	PRINTED	001789 COUNTY OF RIVERSIDE	957.81			
159846	02/27/2024	PRINTED	015062 ARGENIO RAMIREZ	429.00			
159847	02/27/2024	PRINTED	003109 RIVERSIDE COUNTY SHERIFF'	26,057.76			
159848	02/27/2024	PRINTED	002400 RIVERSIDE MODESTO SANGAM	3,000.00			
159849	02/27/2024	PRINTED	000188 COUNTY OF RIVERSIDE EMD	20,000.00			
159850	02/27/2024	PRINTED	013584 ROSA'S BRIDE & TUX BOUTIQ	937.42			
159851	02/27/2024	PRINTED	002371 JEROME E ROY	490.00			
159852	02/27/2024	PRINTED	002199 SAGECREST PLANNING AND EN	21,604.69			
159853	02/27/2024	PRINTED	001118 SC FUELS	10,988.89			
159854	02/27/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	12,711.02			
159855	02/27/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	11,874.85			
159856	02/27/2024	PRINTED	002398 IRIE SHELTON	180.00			
159857	02/27/2024	PRINTED	007519 CHARTER COMMUNICATIONS	262.86			
159858	02/27/2024	PRINTED	004000 STATE OF CALIFORNIA	455.00			
159859	02/27/2024	PRINTED	002377 STORM GUARD CONSTRUCTION,	2,160.00			02/29/2024
159860	02/27/2024	PRINTED	002395 PERRIS HOSPITALITY GROUP	800.00	67,225.00		
159861	02/27/2024	PRINTED	002144 SUPERFLY PHOTO / BE SOCIA	3,199.00			
159862	02/27/2024	PRINTED	011484 SYNTECH	123.00			
159863	02/27/2024	PRINTED	000530 T-MOBILE USA INC	75.98			
159864	02/27/2024	PRINTED	002355 LUZ TABARES	3,515.98			
159865	02/27/2024	PRINTED	001896 THE CODE GROUP, INC	14,874.71			
159866	02/27/2024	PRINTED	010825 ULINE	43,323.94			
159867	02/27/2024	PRINTED	000995 UNIFIRST CORPORATION	747.15			
159868	02/27/2024	PRINTED	007900 VERIZON WIRELESS	336,288.60			
159869	02/27/2024	PRINTED	012415 VORTEX INDUSTRIES, INC	1,586.76			
159870	02/27/2024	PRINTED	015004 WALTERS WHOLESAL E/ELECTRI	70.00			
159871	02/28/2024	EFT	001740 ACT 1 CONSTRUCTION, INC.	44,749.37			
159872	02/28/2024	EFT	000566 AMAZON CAPITAL SERVICES	88,381.66			
159873	02/28/2024	EFT	001088 AMERICAN FORENSIC NURSES	1.17			
159874	02/28/2024	EFT	000458 ATWORK FRANCHISE, INC.	457.94			
159875	02/28/2024	EFT	000957 BILL & DAVE S LDSC MAINTE	43,593.84			
159876	02/28/2024	EFT	011579 CAMERON WELDING SUPPLY	1,396.93			
159877	02/28/2024	EFT	002132 FLO WATER INC.	148.24			
159878	02/28/2024	EFT	001815 HM CONSULTANTS, LLC	42,070.18			
159879	02/28/2024	EFT	001582 HOME DEPOT CREDIT SERVICE	250.00			
159880	02/28/2024	EFT	000916 J THAYER COMPANY, INC.	1,540.00			
159881	02/28/2024	EFT	000043 LA GARE CAFE	4,800.00			
159882	02/28/2024	EFT	000452 LYONS SECURITY SERVICE IN				
159883	02/28/2024	EFT	001975 MARIO ORTIZ				
159884	02/28/2024	EFT	002326 KRISTIN SCHENK				
159885	02/28/2024	EFT	000824 LAURA SOSA				

# CITY OF PERRIS, CA - LIVE



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 990000 1011

FOR: ALL

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159886	02/28/2024	EFT	001453 TaIentzok	15,275.79			
159887	02/28/2024	EFT	004723 TEAMSTERS LOCAL 911	4,886.00			
159888	02/29/2024	PRINTED	014562 4ALLPROMOS	623.53			
159889	02/29/2024	PRINTED	011647 4IMPRINT, INC.	912.87			
159890	02/29/2024	PRINTED	012979 ADAME LANDSCAPE, INC.	27,051.96			
159891	02/29/2024	PRINTED	014762 IKEYA ADAMS	1,285.00			
159892	02/29/2024	PRINTED	000854 ADVANCED MOBILITY GROUP	1,900.00			
159893	02/29/2024	PRINTED	014992 AIR & HOSE SOURCE, INC.	64.95			
159894	02/29/2024	PRINTED	001019 ANDERSON ELECTRIC	5,952.00			
159895	02/29/2024	PRINTED	011360 SYLVIA ARVIZU	165.05			
159896	02/29/2024	PRINTED	000969 BLADES GROUP, LLC	379.88			
159897	02/29/2024	PRINTED	002339 BRADY INDUSTRIES OF CALIF	100.00			
159898	02/29/2024	PRINTED	001098 CALIFORNIA ASSOCIATION OF	15,756.55			
159899	02/29/2024	PRINTED	011581 CADENCE ENVIRONMENTAL CON	26.10			
159900	02/29/2024	PRINTED	002085 CAL VALVE, INC.	117.88			
159901	02/29/2024	PRINTED	000433 ABRAHAM CAMPOS	401.43			
159902	02/29/2024	PRINTED	002167 CANON FINANCIAL SERVICES,	2,982.05			
159903	02/29/2024	PRINTED	000036 CINTAS	123.00			
159904	02/29/2024	PRINTED	000848 CONCENTRA MEDICAL CENTERS	6,220.09			
159905	02/29/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	2,931.00			
159906	02/29/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	4,344.49			
159907	02/29/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	4,866.21			
159908	02/29/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	5,058.03			
159909	02/29/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	7,501.23			
159910	02/29/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	8,567.43			
159911	02/29/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	2,144.15			
159912	02/29/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	5,617.93			
159913	02/29/2024	PRINTED	002418 CR&R INCORPORATED	110.84			
159914	02/29/2024	PRINTED	008008 DAN'S FEED AND SEED INC.	50.00			
159915	02/29/2024	PRINTED	006608 DATA TICKET, INC.	96,335.72			
159916	02/29/2024	PRINTED	001231 EASTERN MUNICIPAL WATER D	2,444.37			
159917	02/29/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	96.78			
159918	02/29/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	4,720.00			
159919	02/29/2024	PRINTED	001708 COUNTY OF RIVERSIDE	175.00			
159920	02/29/2024	PRINTED	001749 DEBORAH A ELKINS	268.47			
159921	02/29/2024	PRINTED	006479 EWING IRRIGATION PRODUCTS	6,462.76			
159922	02/29/2024	PRINTED	002283 EXP U.S. SERVICES INC.	22,418.45			
159923	02/29/2024	PRINTED	002340 LEFT COAST CONSULTANTS, I	10,610.68			
159924	02/29/2024	PRINTED	010718 HONEYWELL GLOBAL FINANCE	154.68			
159925	02/29/2024	PRINTED	001431 IDN WILCO, INC.	135.14			
159926	02/29/2024	PRINTED	000625 VISUAL EDGE, INC.	2,124.41			
159927	02/29/2024	PRINTED	000007 IMPERIAL SPRINKLER SUPPLY	132.53			
159928	02/29/2024	PRINTED	003656 J&R CONCRETE PRODUCTS, IN	1,928.71			
159929	02/29/2024	PRINTED	000366 KH METALS AND SUPPLY	673.04			
159930	02/29/2024	PRINTED	002291 KRITI MOTORS INC.	206.08			
159931	02/29/2024	PRINTED	006557 LAWN TECH	5,145.00			
159932	02/29/2024	PRINTED	002429 Leadsonline LLC	70.00			
159933	02/29/2024	PRINTED	010472 CYNTHIA LEMUS	624.80			
159934	02/29/2024	PRINTED	002447 LOR GEOTECHNICAL GROUP IN	45,897.03			
159935	02/29/2024	PRINTED	002426 MALIER CONTRACTORS INC.	12,349.24			
159936	02/29/2024	PRINTED	010046 MANPOWER TEMP SERVICES,	59.26			
159937	02/29/2024	PRINTED	002360 ZEIDMAN FAMILY CORPORATIO				

# CITY OF PERRIS, CA - LIVE



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: ALL

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
159938	02/29/2024	PRINTED	010231 MR. G'S PLUMBING	225.00			
159939	02/29/2024	PRINTED	014913 MUNISERVICES	700.00			
159940	02/29/2024	PRINTED	011503 NATIONAL DRIVE	8.00			
159941	02/29/2024	PRINTED	000933 LEMUEL NEAL	210.00			
159942	02/29/2024	PRINTED	003779 O'REILLY FIRST CALL	183.21			
159943	02/29/2024	PRINTED	002477 ORANGE COAST PETROLEUM EQ	749.38			
159944	02/29/2024	PRINTED	002413 PATTON, JOEL E	312.79			
159945	02/29/2024	PRINTED	001536 PERRIS VALLEY CHAMBER OF	5,000.00			
159946	02/29/2024	PRINTED	002372 PISTONBONES PRINTING, INC	355.58			
159947	02/29/2024	PRINTED	002314 LORENZO ARIAS	6,500.00			
159948	02/29/2024	PRINTED	015062 ARGENIO RAMIREZ	996.90			
159949	02/29/2024	PRINTED	000928 RCTC	279,900.00			
159950	02/29/2024	PRINTED	001618 RIGHTWAY	748.61			
159951	02/29/2024	PRINTED	003141 COUNTY OF RIVERSIDE-DEPT	4,380.00			
159952	02/29/2024	PRINTED	002159 ROAD SOUP OF CALIFORNIA,	4,750.00			
159953	02/29/2024	PRINTED	007625 SAM'S CLUB DIRECT	310.00			
159954	02/29/2024	PRINTED	001118 SC FUELS	1,278.95			
159955	02/29/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	22.03			
159956	02/29/2024	PRINTED	002419 SIGNAL HILL AUTO ENTERPRI	697.49			
159957	02/29/2024	PRINTED	002425 SOUTHERN NEVADA CHAPTER I	500.00			
159958	02/29/2024	PRINTED	007519 CHARTER COMMUNICATIONS	228.67			
159959	02/29/2024	PRINTED	012187 STEWART- TITLE OF CALIFOR	700.00			
159960	02/29/2024	PRINTED	001907 SUNSTATE EQUIPMENT CO	370.55			
159961	02/29/2024	PRINTED	011484 SYNTECH	1,195.16			
159962	02/29/2024	PRINTED	002356 TERRA PACIFIC, LLC	11,625.00			
159963	02/29/2024	PRINTED	001435 TLC ANIMAL REMOVAL SERVIC	1,000.00			
159964	02/29/2024	PRINTED	004565 TRANSPORT GRAPHICS	580.93			
159965	02/29/2024	PRINTED	001311 TRULY NOLEN BRANCH 064	1,119.00			
159966	02/29/2024	PRINTED	000995 UNIFIRST CORPORATION	618.04			
159967	02/29/2024	PRINTED	001909 UNIFIRST FIRST AID CORP	377.95			
159968	02/29/2024	PRINTED	008060 UNITED WAY OF THE INLAND	26.00			
159969	02/29/2024	PRINTED	007900 VERIZON WIRELESS	180.22			
159970	02/29/2024	PRINTED	015004 WALTERS WHOLESALE ELECTRI	170.38			
159971	02/29/2024	PRINTED	001082 YAYO'S TOWING	260.00			
554 CHECKS				3,092,014.59	6,597,737.79		
CASH ACCOUNT TOTAL							

# CITY OF PERRIS, CA - LIVE

## AP CHECK RECONCILIATION REGISTER



	UNCLEARED	CLEARED
554 CHECKS		
FINAL TOTAL	3,092,014.59	6,597,737.79

\*\* END OF REPORT - Generated by Stephen Ajobiewe \*\*

## Check Register January 2024

Check #	Check Date	Vendor Name	Description	Amount
159003	1/4/2024	Sylvia Arvizu	Strategic Plan Meeting Employee Gift Cards	750.00
159007	1/4/2024	Shirley Colvin	Boots Reimbursement FY23-24	179.38
159013	1/4/2024	Paul Dagatan	Vision Reimbursement FY23-24	850.00
159071	1/10/2024	Hector Ledesma	Vision Reimbursement FY23-24	433.05
159094	1/11/2024	Patricia Brenes	Vision Reimbursement FY23-24	770.00
159098	1/11/2024	Claudia Dominguez	Mileage Reimbursement December 2023	19.00
159107	1/11/2024	Crystal Driever	Reimb. Postage for Rec Program	169.00
159119	1/11/2024	Christian Garcia	Boots Reimbursement FY23-24	140.08
159123	1/11/2024	Hector Aguilera	Mileage Reimb. Nov-Dec 2023	35.24
159124	1/11/2024	Liset Hernandez	Vision Reimb. FY23-24 & Kamand Locksmith	903.62
159136	1/11/2024	Mario Arellano	Reimb. Porto's Christmas Lunch	77.07
159152	1/11/2024	Joan Sarmiento-Arriola	Mileage Reimbursement December 2023	81.88
159168	1/11/2024	Lorena Vidrio	Mileage Reimb. Jul-Dec 2023	132.97
159252	1/18/2024	Martin Martinez	Vision Reimbursement FY23-24	259.00
159259	1/18/2024	Carla Padilla	Education Reimbursement FY23-24	2500.00
159263	1/18/2024	Rachel Pinedo	Parade Committee Lunch Meeting	754.32
159364	1/24/2024	Crystal Lopez	Travel Expense Reimb. WA D.C Conference	92.98
159373	1/25/2024	Sergio Ortiz	CALBO Training Mileage & Parking Reimb.	72.54
159378	1/25/2024	Arcenio Ramirez	Parks Staff Lunch Meeting Reimb.	235.62



12.A.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** March 26, 2024  
**SUBJECT:** Fire Department Update  
**REQUESTED ACTION:** Receive and File the Fire Department Update  
**CONTACT:** Ernie Reyna, Deputy City Manager *ER*

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**BACKGROUND/DISCUSSION:**

Fire Captain Mark Scoville will be providing his annual updates on the City of Perris' Fire Department.

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

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Prepared by: Ernie Reyna, Deputy City Manager

**REVIEWED BY:**

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

Attachments:

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