



*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, October 8, 2024
6:30 P.M.
City Council Chambers
(Corner of San Jacinto and Perris Boulevard)
101 North "D" Street
Perris, California**

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

CLOSED SESSION: 5:45 P.M.

ROLL CALL:

Nava, Corona, Rabb, Rogers, Vargas

A. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 1 case

B. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 1 case:

1. City of Perris v. Balu Patel, et al. CVRI 2405132

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

2. ROLL CALL:

Nava, Corona, Rabb, Rogers, Vargas

3. INVOCATION:

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

4. PLEDGE OF ALLEGIANCE:

Councilmember Nava will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. PRESENTATIONS/ANNOUNCEMENTS:

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

A. Presentation to the American Legion Post #595 in recognition of their 80th Anniversary.

B. Presentation to World War II Veteran John C. Mariscal, in recognition of his service in the United States Army in Iwo Jima.

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 September 24, 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 Number (next in order) regarding annexation of DPR 20-00019-Three (3) Industrial Buildings- to CFD 2018-02 (Public Services District)-Annexation No. 26. DPR 20-00019 is located at the southeast corner of Harley Knox Boulevard and Indian Avenue. (APN(s) 302-090-062 and 302-090-063); (Owner: HKI Business Park)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 26]

- B. Consideration to approve the American Rescue Plan Act (ARPA) Expenditures Update and Amendments.
- C. Consideration to adopt Proposed Resolution Number (next in order) adopting the Annual Health Plan Premium adjustment for calendar year 2025 and fixing the employer contribution at the equal amount for employees and annuitants under the Public Employees' Medical and Hospital Care Act.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADOPTING THE ANNUAL HEALTH PLAN PREMIUM ADJUSTMENT FOR CALENDAR YEAR 2025

- D. Consideration to approve a request by Pulte Group for a full road closure of San Jacinto Avenue between Dunlap Drive and Murrieta Road.

- E. Consideration to approve a request by Prologis for a full road closure for Patterson Avenue between Harley Knox Boulevard and California Avenue; and for Nevada Avenue between Harley Knox Boulevard and Nance Street.
- F. Consideration to approve a request by Boudreau Pipeline for a full road closure for Redlands Avenue between East Rider Street and Placentia Avenue.
- G. Consideration to approve Change Order No. 7B, increasing the Public Works Construction Contract with T and A Builders for construction services and mechanical system improvements as part of the 227 Early Childhood Classroom Project located at 227 N. D Street, Perris, CA 92570 augmenting the contract amount by \$69,621.00 totaling \$694,296.00 and extending the term to December 31, 2024.
- H. Consideration to adopt Proposed Resolution Number (next in order) approving the Amendment of the City’s Classification Plan to Include One (1) Updated City Classification.

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, APPROVING THE AMENDMENT OF THE CITY’S CLASSIFICATION PLAN TO INCLUDE ONE (1) UPDATED CITY CLASSIFICATION

- I. Consideration to approve the purchase of a fully enclosed 23’ x 13’ MAX Mobile Light-Emitting Diode (LED) Screen and Trailer from Insane Impact for use at City special events, recreation activities and performing arts programs, in the amount of \$219,000.00.
- J. Consideration to approve the Amended and Restated Agreement for Professional Services with Blue Stone Management, LLC (BSM) with a modified term, for Perris Downtown Skills Training and Job Placement Center Design and Construction Management Services.
- K. Consideration to approve the First Amendment to Sublease Agreement with Maria Jocelyn Tarcelo dba MedPerx Pharmacy, for the subleased premises located at 24 South D Street, Suite 106 (“Sublease Premises”); and consideration to approve Assignment and Assumption of Sublease Agreement and Sublandlord Consent relating to the sublease, as amended, to MedPerx Pharmacy, LLC (“Assignment Agreement”).

11. PUBLIC HEARINGS:

The public is encouraged to express your views on any matter set for public hearing. It is our procedure to first receive the staff report, then to ask for public testimony, first from those in favor of the project followed by testimony from those in opposition to it, and if there is opposition, to allow those in favor, rebuttal testimony only as to the points brought up in opposition. To testify on the matter, you need to simply come forward to the speaker’s podium at the appropriate time, give your

*name and address and make your statement. After a hearing is closed, you may not further speak on the matter unless requested to do so or are asked questions by the Mayor or a Member of the City Council. **Public comment is limited to three (3) minutes***

- A. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of PM 37438-Industrial Building- to the City’s Maintenance Districts. PM 37438 is located at the southeast corner of Morgan Street and Redlands Avenue; (APN(s) 303-160-002, 303-160-003, 303-160-007, 303-160-009); (Owner: IDIG Rider Distribution Center)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37438 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37438 TO BENEFIT ZONE 187, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37438 TO BENEFIT ZONE 152, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

Introduced by: City Engineer John Pourkazemi

PUBLIC COMMENT

- B. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 21-00017-Two (2) Industrial Buildings- to the City’s Maintenance Districts. DPR 21-00017 is located at the northeast corner of Rider Street and Johnson Avenue; (APN(s) 303-130-021); (Owner: MS Perris, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 21-00017 TO BENEFIT ZONE 188, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 21-00017 TO BENEFIT ZONE 153, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

Introduced by: City Engineer John Pourkazemi

PUBLIC COMMENT

- C. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 21-00017-Two (2) Industrial Buildings- into CFD 2001-3 (North Perris Public Safety District)-Annexation No. 67. DPR 21-00017 is located at the northeast corner of Rider Street and Johnson Avenue; (APN(s) 303-130-021); (Owner: MS Perris, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 67 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 67 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 67 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- D. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of Tract 37038- a 111 Unit Planned Residential Development- to the City’s Maintenance Districts. Tract 37038 is located on Dunlap Drive between Orange Avenue and Lemon Avenue; (APN(s) 320-360-013); (Owner: His Glory Development, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF TRACT 37038 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF TRACT 37038 TO BENEFIT ZONE 184, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF TRACT 37038 TO BENEFIT ZONE 154, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

Introduced by: City Engineer John Pourkazemi

PUBLIC COMMENT

- E. Consideration to adopt Proposed Resolution Numbers (next in order) and Introduce the First Reading of Proposed Ordinance Number (next in order) amending Improvement Area No. 2 of Community Facilities District No. 2022-4 (Park West) of the City of Perris. Improvement Area No. 2 is located south of Nuevo Road and to the east and west of Evans Road.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF

COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS, DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$13,000,000 WITHIN IMPROVEMENT AREA NO. 2 OF SAID DISTRICT; AND CALLING A SPECIAL ELECTION WITHIN SUCH IMPROVEMENT AREA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO THE LEVY OF SPECIAL TAXES THEREIN, THE ISSUANCE OF BONDED INDEBTEDNESS AND THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AUTHORIZING THE CHANGES TO THE SPECIAL TAXES WITHIN IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS; AND ITS INTENTION TO INCREASE THE BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$13,000,000; AND TAKING CERTAIN OTHER ACTIONS RELATING TO SAID DISTRICT

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 2 OF SAID DISTRICT

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- F. Consideration to approve Modification of Conditions of Approval 23-05224- A proposal to modify the conditions of approval of the Green Valley Specific Plan related to Tentative Tract Maps 37817, 37818 and 37223 to reflect off-site improvements needed for each tract as distinct residential projects to promote orderly development, located generally east of Murrieta Road between Watson Road and Ethanac Road. (Applicant: Charles Jackson, Raintree Investment Corporation)

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, APPROVING MODIFICATION OF CONDITIONS OF APPROVAL 23-05224 TO

MODIFY THE CONDITIONS OF APPROVAL ASSOCIATED WITH THE GREEN VALLEY SPECIFIC PLAN AND TENTATIVE TRACT MAPS 37817, 37818 AND 37223, GENERALLY LOCATED NORTH OF ETHANAC ROAD, EAST OF THE SAN JACINTO RIVER AND SOUTH OF CASE ROAD SUBJECT TO THE CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

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

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

- A. Consideration to receive, file and provide direction regarding the City of Perris Motlagh Scholarship Foundation.

Introduced by: Director of Public Services Sabrina Chavez

PUBLIC COMMENT

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

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

14. CITY MANAGER’S REPORT:

15. ADJOURNMENT:



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

9.A.

MEETING DATE: October 8, 2024
SUBJECT: Approval of Minutes
REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council meeting held on September 24, 2024.
CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

Assistant City Manager *LB*
Assistant City Manager *ER*
Director of Finance *mf*

Attachments: 1. Minutes-September 24, 2024-Regular Joint City Council Meeting

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

ATTACHMENT 1

Minutes-September 24, 2024 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: September 24, 2024

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

There was no Closed Session.

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

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

2. ROLL CALL:

**Mayor Vargas noted that Councilmember Rabb would be participating via Zoom from the following location:
1808 County Road 7950, Nageezi, N.m. 87037**

Present: Rogers, Nava, Corona, Rabb (via Zoom), Vargas

Staff Members Present: City Manager Miramontes, Assistant City Manager Bugtai, Assistant City Manager Reyna, Assistant City Attorney Vargas, City Engineer Pourkazemi, Police Captain Lamb, Director of Finance Schenk, Director of Municipal Enforcement Services Trejo, Director of Public Services Chavez, Director of Administrative Services Amozgar, Director of Public Works Hill, Assistant City Clerk Haughney and City Clerk Salazar.

3. INVOCATION:
Director Abdallah Jadallah
Perris Islamic Center
3895 N Perris Blvd.
Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Rogers led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

There was no Closed Session.

6. PRESENTATIONS/ANNOUNCEMENTS:

There were no Presentations.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

The report was given by Youth Advisory Committee Vice-President Shaeyna De Las Alas.

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

9. APPROVAL OF MINUTES:

- A. Approved the minutes of the Regular Joint Meeting held on September 10, 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 Rita Rogers, seconded by Malcolm Corona to Approve the minutes of the Regular Joint Meeting held on September 10, 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: Rita Rogers, Marisela Nava, Malcolm Corona, David Starr Rabb, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

Mayor Vargas requested that Item 10.R. be pulled for separate consideration.

Councilmember Rabb requested that Item 10.K. be pulled for a separate vote.

The Mayor called for Public Comment. The following people spoke regarding Item 10.R.

Vonya Quarles

Nathan Kemp

Jillian Menez

- A. Adopted Resolution Numbers 6499, 6500 and 6501 regarding annexation of CUP 22-05100 (Raising Cane's)- to Maintenance District No. 84-1 (Lighting). CUP 22-05100 is located at the southeast corner of Nuevo Road and Old Nuevo Road; (APN(s) 311-050-054); (Owner: Nuevo Gateway, LLC)

Resolution Number 6499 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 22-05100 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6500 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 22-05100 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6501 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 22-05100 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON NOVEMBER 12, 2024

- B. Adopted Resolution Numbers 6502, 6503 and 6504 regarding annexation of CUP 22-05100 (Raising Cane's)- to Landscape Maintenance District No. 1. CUP 22-05100 is located at the southeast corner of Nuevo Road and Old Nuevo Road; (APN(s) 311-050-054); (Owner: Nuevo Gateway, LLC)

Resolution Number 6502 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 191 CUP 22-05100 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6503 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 22-05100 TO BENEFIT ZONE 191, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6504 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 191, 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 191, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF CUP 22-05100 TO BENEFIT ZONE 191, 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 NOVEMBER 12, 2024

- C. Adopted Resolution Number 6505 regarding annexation of CUP 22-05100-(Raising Cane's) to CFD 1-S (South Perris Public Services District)-Annexation No. 12. CUP 22-05100 is located at the southeast corner of Nuevo Road and Old Nuevo Road. (APN(s) 311-050-054); (Owner: Nuevo Gateway, LLC)

Resolution Number 6505 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. 12]

- D. Adopted Resolution Numbers 6506, 6507 and 6508 regarding annexation of DPR 21-00013-(Perris Gateway Commerce Center)- to Maintenance District No. 84-1 (Lighting). DPR 21-00013 is located on Ramona Expressway between Nevada Road and Webster Avenue; (APN(s) 317-120-022, 317, 120-023, 317-120-024, 317-120-025, 317-120-026, 317-120-027, 317-120-028, and 317-120-030); (Owner: Perris Owner, LLC; Perris Retail Owner, LLC)

Resolution Number 6506 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF DPR 21-00013 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6507 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF DPR 21-00013 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6508 is entitled:

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

INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 21-00013 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 NOVEMBER 12, 2024

- E. Adopted Resolution Numbers 6509, 6510 and 6511 regarding annexation of DPR 21-00013-(Perris Gateway Commerce Center)- to Landscape Maintenance District No. 1. DPR 21-00013 is located on Ramona Expressway between Nevada Road and Webster Avenue; (APN(s) 317-120-022, 317, 120-023, 317-120-024, 317-120-025, 317-120-026, 317-120-027, 317-120-028, and 317-120-030); (Owner: Perris Owner, LLC; Perris Retail Owner, LLC)

Resolution Number 6509 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 190 DPR 21-00013 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6510 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF DPR 21-00013 TO BENEFIT ZONE 190, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6511 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 190, 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 190, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 21-00013 TO BENEFIT ZONE 190, 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 NOVEMBER 12, 2024

- F. Adopted Resolution Number 6512 regarding annexation of DPR 21-00013- (Perris Gateway Commerce Center)- to Flood Control Maintenance District No. 1. DPR 21-00013 is located on Ramona Expressway between Nevada Road and Webster Avenue; (APN(s) 317-120-022, 317, 120-023, 317-120-024, 317-120-025, 317-120-026, 317-120-027, 317-120-028, and 317-120-030); (Owner: Perris Owner, LLC; Perris Retail Owner, LLC)

Resolution Number 6512 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 21-00013 TO BENEFIT ZONE 155, 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 NOVEMBER 12, 2024

- G. Adopted Resolution Number 6513 regarding annexation of DPR 21-00013- (Perris Gateway Commerce Center) to CFD 2001-3 (North Perris Public Safety District)-Annexation No. 68. DPR 21-00013 is located on Ramona Expressway between Nevada Road and Webster Avenue; (APN(s) 317-120-022, 317, 120-023, 317-120-024, 317-120-025, 317-120-026, 317-120-027, 317-120-028, and 317-120-030); (Owner: Perris Owner, LLC; Perris Retail Owner, LLC)

Resolution Number 6513 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. 68]

- H. Adopted Resolution Number 6514 regarding annexation of DPR 21-00013- (Perris Gateway Commerce Center) to CFD 2018-02 (Public Services District)-Annexation No. 25. DPR 21-00013 is located on Ramona Expressway between Nevada Road and Webster Avenue; (APN(s) 317-120-022, 317, 120-023, 317-120-024, 317-120-025, 317-120-026, 317-120-027, 317-120-028, and 317-120-030); (Owner: Perris Owner, LLC; Perris Retail Owner, LLC)

Resolution Number 6514 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 25]

- I. Approved the City's Monthly Check Register for the month of August 2024.
- J. Adopted the Second Reading of Ordinance Number 1444 adjusting the compensation of the Mayor and the City Councilmembers.

The Second Reading of Ordinance Number 1444 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADJUSTING THE COMPENSATION FOR THE MAYOR AND

MEMBERS OF THE CITY COUNCIL BY AMENDING PERRIS MUNICIPAL CODE SECTION 2.16.010

- K. Adopted Resolution Number 6515 supporting Measure CC, the Riverside Community College District Career Preparation and Affordable Higher Education Measure.

Resolution Number 6515 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SUPPORTING MEASURE CC, THE RIVERSIDE COMMUNITY COLLEGE DISTRICT CAREER PREPARATION, AFFORDABLE HIGHER EDUCATION MEASURE.

Councilmember Rabb requested that this item be pulled for a separate vote.

**The following Councilmember spoke:
Rabb**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve Resolution Number 6515, as presented.

AYES: Rita Rogers, Marisela Nava, Malcolm Corona, Michael Vargas

NOES: David Starr Rabb

ABSENT:

ABSTAIN:

- L. Adopted Resolution Number 6516 adopting the State of California Conflict of Interest Code and amending the list of Designated Employees.

Resolution Number 6516 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ADOPTING A CONFLICT-OF-INTEREST CODE

- M. Approved a Consulting Service Agreement with Municipal Project Management Services, LLC to provide project management support services in the amount not to exceed \$125,000.00 for one (1) year.
- N. Approved an increase to the Public Works Contract contingency by \$61,361.00 with CAT Tracking, Inc. for the Perris Lake High School Traffic Calming Improvements Project (CIP S004 and S117).
- O. Approved a Cooperative Agreement with Riverside County Flood Control and Water Conservation District and Perris Owner LLC/Perris Retail Owner LLC, associated with Parcel Map 38292.
- P. Approved Amendment No. 1 to the Construction and Maintenance Agreement with the Southern California Regional Railroad Authority (SCRRA) associated with the railroad work for E. Ellis Avenue and Mapes Road.

Q. Approved a request by EMWD for a full road closure of Highway 74 on certain Saturdays between West Ellis Avenue and Navajo Road.

R. **This item was continued to a date not certain-Consideration to adopt Proposed Resolution Number (next in order) supporting California Proposition 36, allowing Felony Charges and Increasing Sentences for certain drug and theft crimes.**

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, SUPPORTING CALIFORNIA PROPOSITION 36, ALLOWING FELONY CHARGES AND INCREASING SENTENCES FOR CERTAIN DRUG AND THEFT CRIMES

Mayor Vargas requested that this item be pulled for separate consideration.

The following Councilmember spoke:

Vargas

Direction was given to refer the item to the Public Safety City Council Committee.

The Mayor called for a motion.

M/S/C: Moved by Michael Vargas, seconded by Marisela Nava to Continue this item to a date not certain and refer the item to the Public Safety City Council Committee.

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

NOES:

ABSENT:

ABSTAIN:

S. Approved a request by ECM Management for a full road closure for Nevada Avenue, between Ramona Expressway and Morgan Street for Parcel Map 38292.

T. Approved a request by Wilson Utility Construction Company for a full road closure of Rider Street between Wilson Avenue and Galway Lane.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Malcolm Corona to Approve the Consent Calendar, with the exception of Items 10.K. and 10.R., as presented.

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

NOES:

ABSENT:

ABSTAIN:

11. **PUBLIC HEARINGS:**

There were no Public Hearings.

12. BUSINESS ITEMS:

There were no Business Items.

13. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

Corona

Nava

Rabb

Rogers

Vargas

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 6:58 p.m. in memory of City of Perris resident Kathy Lein who passed away in early September.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

10.A.

CITY COUNCIL AGENDA SUBMITTAL

- MEETING DATE:** October 8, 2024
- SUBJECT:** Annexation of parcels into CFD 2018-02 (Public Services District) – Annexation No. 26
Owner(s): HKI Business Park
APN(s): 302-090-062, and 302-090-063, located on the southeast corner of Harley Knox Boulevard and Indian Avenue
Project: DPR 20-00019 – Three (3) Industrial Buildings
- REQUESTED ACTION:** Adopt a Resolution of Intention to Annex Territory to CFD 2018-02 and set a public hearing date of November 12, 2024
- CONTACT:** Matthew Schenk, Director of Finance
-

BACKGROUND/DISCUSSION:

DPR 20-00019 is a construction project consisting of three industrial buildings on 6.79 acres at the southeast corner of Harley Knox Boulevard and Indian Avenue, within the Perris Valley Commerce Center Specific Plan (PVCCSP) (See attached Boundary Map).

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

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

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for November 12, 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 2024-2025 is \$23.957 per 1,000 square feet of floor area for taxable developed parcels. For each subsequent fiscal year following Fiscal Year 2024-2025, the Maximum Special Tax may be increased by an amount not to exceed the greater of two percent (2.00%) or Consumer Price Index (“CPI”) per year.

BUDGET (or FISCAL) IMPACT:

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

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

Assistant City Manager: WB

Assistant City Manager: ER

Director of Finance: JS

Attachments:

1. Boundary Map
2. Perris CFD 2018-02 Annexation No. 26 Resolution of Intention

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

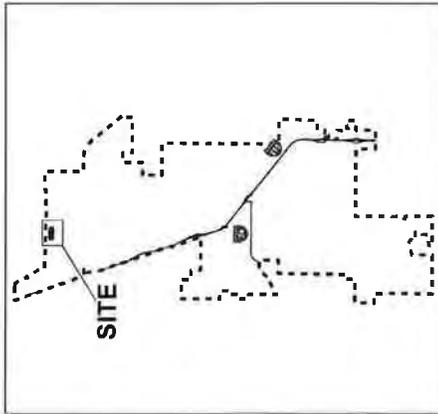
ATTACHMENT 1

BOUNDARY MAP

ANNEXATION MAP NO. 26 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 26, TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A MEMBER OF THE BOARD OF SUPERVISORS 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 _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS (AT PAGES) _____ IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-090-062
2	302-090-063

STORM DRAIN CHANNEL

HARLEY KNOX BOULEVARD



INDIAN AVENUE

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 25, 2018, IN BOOK 63 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 28 AS INSTRUMENT NUMBER 2018-0421949.

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

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

Legend

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



27368 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 567-3500



ATTACHMENT 2

**PERRIS CFD 2001-3 ANNEXATION NO. 67
RESOLUTION OF INTENTION**

RESOLUTION NUMBER XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF
PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02
(PUBLIC SERVICES DISTRICT) DECLARING ITS
INTENTION TO ANNEX CERTAIN TERRITORY THERETO
[ANNEXATION NO. 26]**

WHEREAS, the City Council (the “Council”) of the City of Perris, California (the “City”), on September 25, 2018, adopted Resolution No. 5366 (the “Resolution of Formation”) stating its intention to form Community Facilities District No. 2018-02 (Public Services District) of the City of Perris (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, within the territory described more fully on the map entitled “Proposed Boundaries of City of Perris, Community Facilities District No. 2018-02 (Public Services District), County of Riverside, State of California” a copy of which is on file with the City Clerk of the City of Perris; and

WHEREAS, on November 13, 2018, the Council adopted Resolution No. 5402 which established the District and called an election within the District on the proposition of levying a special tax; and

WHEREAS, on November 13, 2018, an election was held within the District at which the qualified electors approved by more than a two-thirds (2/3) vote the proposition of levying a special tax pursuant to a special tax formula (the “Rate and Method of Apportionment”) as set forth in Resolution No. 5402 and attached hereto and incorporated herein as Exhibit “A”, showing the tax levels in fiscal year 2018-19 and certain changes to indicate commencement of the levy the special tax; and

WHEREAS, the Maximum Special Taxes in Fiscal Year 2024-25 is \$23.957 per 1,000 square feet of floor area based on the Consumer Price Index as specified in the Rate and Method of Apportionment.

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

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

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

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

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

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

Section 2. It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled “Annexation Map No. 26 to Community Facilities District No. 2018-02 (Public Services District)” that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit “B”. The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

Section 3. It is the intention of the Council to order the financing of all related administrative costs and expenses, necessary utility (water and electricity) costs, and related reserves for replacement of vehicles, equipment and facilities, including the costs incurred to determine, levy and collect the special taxes, including the compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of special taxes on the property tax rolls, preparation of required reports, and amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years, to reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD, any amounts needed for operating reserves and capital reserves, and any other costs incurred in the administration of the CFD by the City. The Services are public services that the City or a public agency is authorized by law to contribute revenue to or to provide. A description of the types of Services to be financed is set forth in Resolution No. 5402 and incorporated herein by reference. The Services to be financed by or on behalf of the District are necessary to meet increased demand upon the City and other public agencies as a result of development occurring within the boundaries of the Property.

The Property, on a per unit basis, will share in the cost of the Services in the same proportion as units with the existing District pursuant to the Rate and Method of Apportionment.

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

Section 4. It is the intention of the City Council that, except where funds are otherwise available, a special tax sufficient to pay for the Services and the Facilities, including the repayment of funds advanced to the District, annual administration expenses in determining, apportioning, levying and collecting such special taxes, secured by recordation of a continuing lien against all non-exempt real property within the boundaries of the Property, will be levied annually on land within the boundaries of the Property. The Rate and Method of Apportionment shall remain unchanged as a result of the proposed annexation, except that the conditions to commencement of the tax have been met. The Property will be subject to the Special Tax pursuant to the Rate and Method of Apportionment. The special tax as apportioned to each parcel within the Property is fairly apportioned as determined by the City Council and as permitted by Section 53339.3 of the Act, and the apportionment of the special tax is not on or based upon the value or ownership of real property.

Section 5. Notice is hereby given that on the 12th day of November, 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 8th day of October, 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 8th day of October, 2024, by the following called vote:

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

City Clerk, Nancy Salazar

Exhibit A

**RATE AND METHOD OF APPORTIONMENT FOR
CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2018-02
(PUBLIC SERVICES DISTRICT)
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Perris Community Facilities District No. 2018-02 (Public Services District), City of Perris, County of Riverside, State of California ("CFD No. 2018-02") and collected each Fiscal Year commencing in Fiscal Year 2018-19, in an amount determined by the City Council through the application of the appropriate Special Tax, as described below. All of the real property in CFD No. 2018-02, unless exempted by law or by the provisions hereof, shall be taxed for these purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2018-02: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2018-02, or any designee thereof of complying with CFD No. 2018-02 or obligated persons disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2018-02, or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2018-02 for any other administrative purposes of CFD No. 2018-02, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Authorized Services" means those services eligible to be funded by CFD No. 2018-02, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2018-

02 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2018-02 shall finance Authorized Services only to the extent that they are in addition to those provided in the territory of CFD No. 2018-02 before the CFD was created and such Authorized Services may not supplant services already available within CFD No. 2018-02 when the CFD was created.

“Building Permit” means a permit issued by the City or other governmental agency for the construction of a residential or non-residential building on an Assessor’s Parcel.

“CFD Administrator” means an official of CFD No. 2018-02, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“CFD No. 2018-02” means City of Perris Community Facilities District No. 2018-02 (Public Services District), City of Perris, County of Riverside, State of California.

“City” means the City of Perris, California.

“City Council” means the City Council of the City.

“Consumer Price Index” means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All items in Los Angeles-Riverside-Orange County, CA, all urban consumers, not seasonally adjusted” index (Series Id: CUURA421SA0), measured as of the month of December in the calendar year that ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index.

“County” means the County of Riverside.

“Developed Property” means, for each Fiscal Year, all Assessor’s Parcels for which a Building Permit was issued after January 1, 2017 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

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

“Floor Area” means the total building square footage of non-residential building(s) or the non-residential portion of a building with both residential and non-residential areas located on an Assessor’s Parcel of Taxable Property, measured from outside wall to outside wall, exclusive of overhangs, porches, patios, carports, or similar spaces attached to the building but generally open on at least two (2) sides. The determination of Floor Area shall be made by reference to the Building Permit(s) issued for such Assessor’s Parcel and/or to the appropriate records kept by the City’s Building Division, as reasonably determined by the CFD Administrator.

“Industrial Zone(s)” means zoning designation identified in the Chapter 19.44 of the City’s Zoning Ordinance (as amended by the City from time to time).

“Maximum Special Tax” means, for each Fiscal Year, the maximum Special Tax, determined in accordance with Section C, below, that can be levied on any Assessor’s Parcel.

“Non-Residential Property” means any and each Assessor’s Parcel of Developed Property for which a Building Permit permitting the construction of one or more non-residential units or facilities, has been issued by the City or some other governmental agency.

“Property Owner Association Property” means, for each Fiscal Year, any Assessor’s Parcel within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association, not including any such property that is located directly under a residential or non-residential structure.

“Proportionately” means that the ratio of the actual annual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Property.

“Public Property” means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to the Federal government, the State, the City, or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act, as such section may be amended or replaced, shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-02 that is encumbered by an unmanneD utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Rate and Method of Apportionment” or **“RMA”** means this Rate and Method of Apportionment of Special Tax.

“Resolution of Formation” means the resolution forming CFD No. 2018-02.

“Special Tax” or **“Special Taxes”** means the special tax or special taxes to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax Requirement.

“Special Tax Requirement” means that amount to be collected in any Fiscal Year for CFD No. 2018-02 to pay for certain costs as required to meet the needs of CFD No. 2018-02 in that Fiscal Year. The costs to be covered shall be the direct costs for (i) Authorized Services, including the establishment of reserves for future costs of Authorized Services, (ii) Administrative Expenses, and (iii) an amount to cover anticipated delinquencies for the payment of the Special Tax, based on the delinquency rate for the preceding Fiscal Year; less (iv) a credit for funds available to reduce the annual Special Tax levy, if any, as determined by the CFD Administrator. Under no circumstances shall the Special Tax Requirement include debt service payments for debt financings by CFD No. 2018-02.

“State” means the State of California.

“**Taxable Property**” means an Assessor’s Parcel of Non-Residential Property (i) for which a Building Permit has been issued permitting the construction of one or more land uses allowed in an Industrial Zone, and (ii) that is not exempt from the Special Tax pursuant to law or Section E below.

“**Non-Taxable Property**” means, for each Fiscal Year, all property not classified as Taxable Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Assessor’s Parcels within CFD No. 2018-02 shall be classified by the CFD Administrator as Taxable Property or Non-Taxable Property, and shall be subject to annual Special Taxes in accordance with this Rate and Method of Apportionment as determined by the CFD Administrator pursuant to Sections C and D below. The CFD Administrator’s allocation of property to each type of Land Use Class shall be conclusive and binding. However, only Taxable Property shall be subject to annual Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

1. Taxable Property

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2018-19 for Taxable Property is shown below in Table 1.

TABLE 1

**Maximum Special Taxes
For Fiscal Year 2018-19
Community Facilities District No. 2018-02**

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

b. Multiple Land Use Classes

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

c. Increase in the Maximum Special Tax

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

2. Non-Taxable Property

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

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

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

E. EXEMPTIONS

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

F. APPEALS AND INTERPRETATIONS

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

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

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

G. MANNER OF COLLECTION

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

H. FUTURE ANNEXATIONS

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

I. TERM OF SPECIAL TAX

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

Exhibit B

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

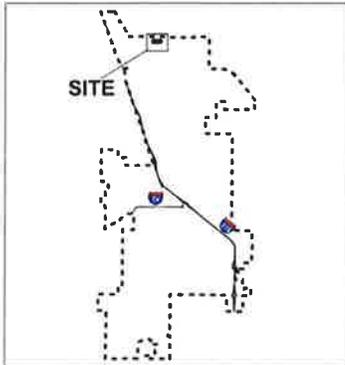
BOUNDARY MAP

SHEET 1 OF 1

ANNEXATION MAP NO. 26 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-090-062
2	302-090-063

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

CITY CLERK
CITY OF PERRIS

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

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 25, 2019, IN BOOK 83 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 28 AS INSTRUMENT NUMBER 2018-0421949

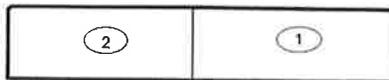
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED

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

STORM DRAIN CHANNEL

HARLEY KNOX BOULEVARD

INDIAN AVENUE



Legend

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



WILLDAN

27368 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 567-3500



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

10.B.

MEETING DATE: October 8, 2024

SUBJECT: American Rescue Plan Act (ARPA) Expenditures Update & Amendments

REQUESTED ACTION: Approve the Requested Amendments regarding ARPA Expenditures

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND

The American Rescue Plan Act of 2021 (ARPA) worksheet is being presented to provide an update to the Council. On July 8, 2021, staff initially presented the Council with departmental requests to use ARPA funding totaling \$22,171,506. These funds were received over a two- year period beginning with the first installment in May of 2021 totaling \$11,085,753, followed by the second installment one year later in May/June of 2022 of the same amount. The stipulation with the funds is that the money must be spent no later than December 31, 2026, and under contract by December 31, 2024, or the City must return any unused funds to the federal government. This item was presented to the Ways and Means Committee on September 18th, 2024, and it was their recommendation to move forward with these amendments.

As of September 15, 2024, the City has spent \$15.9 million of the \$22.1 million allocated or 72%. For comparison it was reported to the City Council that as of April 30, 2023, \$9.9 million or 45% of the total allocation had been spent. All departments have either closed out, completed a contract or updated the anticipated expenditures and contracts. Staff has identified projects that have funds that are left over from completed projects or will not be in contractual obligations by the end of 2024. Within this update, staff are requesting approval of 12-line-item amendments. These 12 amendments have a net zero adjustment to the total so there is no fiscal impact to the general fund.

BUDGET (or FISCAL) IMPACT: No Fiscal Impact. The requested amendments result in a net zero adjustment.

Prepared by: Matthew Schenk, Director of Finance

REVIEWED BY:

Assistant City Manager WBS

Assistant City Manager ER

Director of Finance [Signature]

Attachments:

1. ARPA Final Balances as of September 15, 2024
2. Requested ARPA Line-Item Amendments
3. ARPA Balances as of April 30, 2023

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

ARPA FINA BALANCES AS OF SEPTEMBER
15, 2024

Project Status or Anticipated

Description	Original Allocation	Expense to date (11,101,451.73)	% Spent	completion date	Anticipated Contract Date	Projected Spent Date	Status Notes
FEDERAL GRANTS- ARPA FIRE TRUCK							
ARPA TRANS TO GENERAL FUND	3,964,045.00	3,964,045.00	100%	Completed	Completed	Completed	Completed
Sewer Repairs - ARPA REPAIRS TO MAINS & APPURT	138,450.00	53,450.00	39%	Contract in Process	October 2024	November 30, 2024	Getting quotes for sewer repairs at 227 and 135.
4th St. Life Repairs - ARPA REPAIRS TO MAINS & APPURT	278,331.31	278,330.90	100%	Completed	Completed	Completed	Completed
Sewer Maintenance - ARPA REPAIRS TO MAINS & APPURT	18,036.07	6,221.47	34%	Contract in Process	October 2024	November 30, 2024	Utilizing these funds as listed above for sewer repairs
ARPA COVID MEDICAL SUPPLIES	105,000.00	89,059.11	85%	Contract in Process	October 2024	November 30, 2024	Utilizing these funds as listed above for sewer repairs
ARPA FIBER MASTER PLAN	107,321.00	107,320.31	100%	Completed	Completed	Completed	Completed
ARPA CABLING UPGRADE	107,792.31	107,792.31	100%	Completed	Completed	Completed	Completed
ARPA 10 GB INTERNET ISP UPGRAD	141,026.36	121,026.36	86%	Completed	Completed	Completed	Completed
ARPA 10 GB BACK BONE	147,489.35	147,489.35	100%	Completed	Completed	Completed	Completed
ARPA BROADBAND WIFI	117,713.22	117,713.22	100%	Completed	Completed	Completed	Completed
F049 Skills Center - BUILDINGS	3,097,779.00	2,160,762.30	70%	Yes	Completed	November 30, 2024	Construction in Progress
ARPA HOMELESSNESS SERVICES	1,674,295.93	1,235,526.33	74%	Yes	Completed	December 30, 2026	Sheriff's HOT Contract - \$221,000 / year
ARPA RENT/MORTGAGE ASSIST	400,000.00	384,252.18	96%	No			
ARPA BUS STARTUP ASSIST	100,000.00	-	0%	No	Transferred	Transfer	Transfer to ARPA Homelessness Services
ARPA SMALL BUS ASSIST	200,000.00	109,734.63	55%	No	Transferred	Transfer	Transfer to ARPA Homelessness Services
ARPA COMM FACADE IMPROV	250,000.00	-	0%	No	Transferred	Transfer	Pull \$150,000 transfer to skills center sidewalk
F062 Early Childhood Program - BUILDING IMPROVEMENTS	500,000.00					December 30, 2024	Project completion December 2024.
P054 Enchanted Hills Park - PARK IMPROVEMENTS	3,161,798.00	147,052.22	29%	Yes	Completed	Completed	Completed
P051 Foss Field Park Improv - PARK IMPROVEMENTS	567,900.00	3,146,899.87	100%	Completed	Completed	Completed	Completed
P048 Mercado Park Improv - PARK IMPROVEMENTS	427,100.00	567,900.00	100%	Completed	Completed	Completed	Completed
P054 Green City Farm - PARK IMPROVEMENTS	450,000.00	427,068.30	100%	Completed	Completed	Completed	Completed
P050 Rotary Park - PARK IMPROVEMENTS	190,000.00	408,706.49	91%	No	Unknown	Unknown	Use remaining funds for new fencing
P043 Copper Creek - PARK IMPROVEMENTS	190,000.00	149,589.71	79%	No	Unknown	Unknown	Use remaining funds for photometric studies. RHA Proposal
P053 Paragon Park - PARK IMPROVEMENTS	2,220,000.00	4,950.00	3%	Completed	Completed	Transfer	Transfer to P057. Renovation project already under contract.
F060 Senior Center Tenant Impr - BUILDING IMPROVEMENTS	575,000.00	1,708,320.32	77%	Yes	Construction in Progress	Fall 2024	Projected completion fall of 2024
P045 Banta Beatty - PARK IMPROVEMENTS	1,275,000.00	-	0%	No	End 2024	End 2024	Under Design. Bids end of this year
STREET TREE MAINTENANCE	14,720.00	14,720.00	100%	Completed	Completed	Completed	Completed
ARPA PRESCHOOL STRY TIME	1,000.00	1,000.00	100%	Completed	Completed	Completed	Completed
ARPA FAMILY NIGHT	2,000.00	2,000.00	100%	Completed	Completed	Completed	Completed
ARPA TEEN NIGHT	2,000.00	2,000.00	100%	Completed	Completed	Completed	Completed
ARPA STEM PROGRAMS	12,000.00	12,000.00	100%	Completed	Completed	Completed	Completed
ARPA CHILD CARE ASST PRG	30,000.00	22,377.42	75%	No	N/A	December 30, 2024	Projected completion 2024
Accela Software - SOFTWARE ACQUISITION	30,000.00	30,000.00	100%	Completed	Completed	Completed	Completed
IT Trenching for Mstr Pln - CONTRACT SERVICES	225,000.00	118,226.51	53%	No	End 2024	January 30, 2025	Pending on insurance
Covid Self Tests - MEDICAL SUPPLIES	4,000.00	-	0%	No	Transferred	Transfer	Utilizing these funds as listed above for sewer repairs
ARPA SUMMER DAY CAMP	127,411.48	98,239.03	77%	No	N/A	Transfer to General Fund	Spent by Summer 2025
Bldg Broadband Infr - ARPA CONTRACT SERVICES	108,580.97	67,028.17	62%	Completed	Completed	December 30, 2024	Work nearly completed
IT SOFTWARE ACQUISITION	1,025,715.00	-	0%	No	End 2024	February 28, 2025	Only 700K needed, Licenses requested for broadband
F052 EV Charging Stations - STRUCTURES & IMPROVEMENTS	160,000.00	150,234.00	94%	Completed	Completed	Completed	Completed
S007 D St Renovation - PAVEMENT / STREETS	25,000.00	-	0%	Completed	Completed	November 30, 2024	This project is under construction with a completion date of November 30.

* Line items highlighted in yellow are completed or under contract

72%

22,171,505.00 15,961,035.51

ATTACHMENT 2
REQUESTED ARPA LINE-ITEM
AMENDMENTS

Requested ARPA Budget Amendments

Object	Project	Description	Budget Per City Council	Total Expenses	Transfer In / (Out)	Remaining Avail 2024	% Spent	Amendment
7515	Sewer Repairs	ARPA REPAIRS TO MAINS & APPURT	138,450.00	53,450.00	31,755.49	1,116,755.49	39%	Transfer from Sewer Maintenance, medical supplies & Self tests
7515	Sewer Maintenance	ARPA REPAIRS TO MAINS & APPURT	18,056.07	6,221.47	(11,834.60)	-	34%	Transfer to Sewer Repairs 12028702-7515
7207		ARPA COVID MEDICAL SUPPLIES	105,000.00	89,059.11	(15,940.89)	-	85%	Transfer to Sewer Repairs 12028702-7515
8201	F049 Skills Center	BUILDINGS	3,097,779.00	2,160,762.30	144,000.00	1,081,016.70	70%	Transfer from Commercial Façade Improvement
7731		ARPA HOMELESSNESS SERVICES	1,674,295.93	1,235,526.33	312,013.19	750,782.79	74%	Transfer from Rent/Mortgage Asst, Small Bus Assist, Comm Façade & Business Startup Assist
7731		ARPA RENT/MORTGAGE ASSIST	400,000.00	384,252.18	(15,747.82)	-	96%	Transfer to ARPA Homelessness Services
7734		ARPA BUS STARTUP ASSIST	100,000.00	-	(100,000.00)	-	0%	Transfer to ARPA Homelessness Services
7734		ARPA SMALL BUS ASSIST	200,000.00	109,734.63	(90,265.37)	-	55%	Transfer to ARPA Homelessness Services
7734		ARPA COMM FAÇADE IMPROV	250,000.00	-	(250,000.00)	-	0%	Transfer to Skills Center & Homelessness Services
New	Foss Field Renovation	PARK IMPROVEMENTS	-	-	325,715.00	325,715.00	0%	Transfer in from IT Software Acquisition
7207	Covid Self Tests	MEDICAL SUPPLIES	4,000.00	-	(4,000.00)	-	0%	Transfer to Sewer Repairs 12028702-7515
8501		IT SOFTWARE ACQUISITION	1,025,715.00	-	(325,715.00)	700,000.00	0%	Only 700K needed, Balance Transferred to Foss Field Renovation

Net Fiscal Impact

ATTACHMENT 3
ARPA BALANCES AS OF APRIL 30, 2023

STATUS OF ARPA ALLOCATIONS AND EXPENDITURES AS OF APRIL 30, 2023

Approved Uses	Year 1 Allocation	Year 2 Allocation	Total Allocation	Total Expenditures	CARRIED FORWARD
Finance:					
(a) General Fund Revenue Back-Fill	\$ 3,964,045	-	\$ 3,964,045	3,964,045	\$ -
Development Services:					
(a) Accela Software - Planning Online Platform	30,000	-	30,000	-	30,000
Public Works:					
(a) Sewer Repairs - Category 5	212,000	345,000	557,000	53,450	503,550
(b) 4th Street Lift Repairs	253,000	-	253,000	191,942	61,058
(c) Sewer Maintenance	-	160,000	160,000	3,988	156,012
(d) Covid Expenses - Supplies, Sanitation, etc.	125,000	125,000	250,000	76,099	173,901
Information Technology:					
<i>(1) Wi-Fi/Broadband Upgrade</i>					
(a) Fiber Master Plan	140,000	-	140,000	92,925	47,075
(b) Trenching for Master Plan	129,000	-	129,000	105,334	23,666
(c) Upgrade of Internal City Cabling - 10GB Standards	100,000	-	100,000	46,334	53,666
(d) 10 GB Internet ISP Upgrade	-	47,964	47,964	-	47,964
(e) 10 GB Back Bone	146,115	3,885	150,000	113,124	36,876
(f) Broadband WiFi at Parks and Downtown	-	-	-	-	-
(g) Building Broadband Infrastructure Upgrade	100,000	-	100,000	31,451	68,549
(h) Software Acquisition	-	1,435,000	1,435,000	-	1,435,000
Economic Development:					
(a) Skills Center Budget Gap	1,789,984	1,157,795	2,947,779	592,511	2,355,268
(b) Homelessness Services	477,245	379,196	856,441	623,465	232,976
(c) Rent/Mortgage Assistance	200,000	200,000	400,000	391,282	8,718
(d) Business Startup Assistance	-	250,000	250,000	-	250,000
(e) Small Business Assistance	800,000	200,000	1,000,000	99,735	900,265
(f) Commercial Façade Improvement Program	250,000	-	250,000	-	250,000
Community Services:					

STATUS OF ARPA ALLOCATIONS AND EXPENDITURES AS OF APRIL 30, 2023

Approved Uses	Year 1 Allocation	Year 2 Allocation	Total Allocation	Total Expenditures	CARRIED FORWARD
(a) Early Childhood Classroom	40,000	460,000	500,000	21,365	478,635
(b) Enchanted Hills Park Improvement	3,161,798	-	3,161,798	3,144,257	17,541
(c) Foss Field Park Improvement	102,500	465,400	567,900	31,333	536,567
(d) Mercado Park Improvement	116,780	310,320	427,100	69,786	357,314
(e) Perris Green City Farm	75,000	150,000	225,000	38,730	186,270
(f) Rotary Park Improvement	190,000	-	190,000	129,161	60,839
(g) Copper Creek Park Improvement	65,000	125,000	190,000	4,950	185,050
(h) Paragon Park Improvement	230,000	1,415,000	1,645,000	71,868	1,573,132
(i) Senior Center Tenant Improvement	-	575,000	575,000	-	575,000
(j) New Banta Beatty Park	-	1,500,000	1,500,000	-	1,500,000
(k) Additional Trees at Paragon and Rotary Park	20,000	-	20,000	14,720	5,280
Cesar E. Chavez Perris Library:					
(a) Preschool Storytime	1,000	-	1,000	1,000	-
(b) Family Night	2,000	-	2,000	2,000	-
(c) Teen Night	2,000	-	2,000	2,000	-
(d) STEM Programs	12,000	-	12,000	12,000	-
Community Service's Programs					
(a) Summer Day Camp	-	53,478	53,478	46,440	7,038
(b) Child Care Services	50,000	25,000	75,000	11,504	63,496
Public Health:					
(a) Covid-19 Self Tests Kits	4,000	-	4,000	-	4,000
TOTAL	\$ 12,788,467	\$ 9,383,038	\$ 22,171,505	\$ 9,986,799	\$ 12,184,706



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

10.C.

MEETING DATE: October 8, 2024

SUBJECT: Resolution to Adopt the Annual Health Plan Premium Adjustment for Calendar Year 2025 and Fixing the Employer Contribution at the Equal Amount for Employees and Annuitants Under the Public Employees' Medical and Hospital Care Act.

REQUESTED ACTION: Approve a Resolution Adopting the Annual Health Plan Premium Adjustment.

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

The Memorandum of Understanding between the City and Teamsters Local 911 (representing general unit employees) obligates the City to “pay the median amount of all medical insurance offered for medical insurance premiums for the employee and two dependents” (Fringe Benefits, Section 30.1). Such insurance shall be offered through a contract with Public Employees Retirement system (Fringe Benefits, Section 30.2). This item was presented to the HR committee on September 19th and it was their recommendation to move forward with fully covering the Kaiser family plan premium up to \$2,408.95 per month. Prior year the City Council approved using the average calculation versus the median since approximately 67% of employees are enrolled in the Kaiser plan. Attached to the staff report is a comparison of three different premium rates proposed this year. The median, average or a full coverage of the Kaiser premium is provided. The fiscal impact for each of these scenarios are listed below in the budget impact.

	Median Methodology	Average Methodology	Full Kaiser Cover
Fiscal Impact	0.00	\$86,843	\$115,523
Premium Covered	\$2,254.92	\$2,370.71	\$2,408.95

Per California Public Employees’ Retirement Law, the City of Perris, as a contracting agency with the State Employees Retirement System, is required to adopt a resolution approving premium changes to health plans offered to its employees. Some plans offered through the Public Employees Retirement System have increased their premium rates between 5% and 15% for the Calendar year 2025 while some other plans decreased their premium rates between 1% and 8% resulting in an overall increase in the median rate from \$2,190.92 to \$2,254.92 per month.

RECOMMENDATION:

Based upon the recommendation provided by the Human Resources Committee it is recommended that the City Council adopt the full Kaiser coverage of premiums.

BUDGET (or FISCAL) IMPACT:

Approximate increase in expenditures using the median of up to \$48,000 for six months (January-June 2025) is generally already budget however is dependent upon the level of employee participation and choice of health plan. The average methodology would create a fiscal impact of approximately \$86,843 which is currently not budgeted. The full Kaiser premium methodology would create a fiscal impact of approximately \$115,523 which is currently not budgeted.

Prepared by: Matthew Schenk, Director of Finance

REVIEWED BY:

Assistant City Manager WB

Assistant City Manager ER

Director of Finance MS

Attachments:

1. Resolution
2. Calculation of median amount
3. Medical Premium Rate Comparison Tables

Consent: x

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

RESOLUTION

RESOLUTION NUMBER _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PERRIS, CALIFORNIA, ADOPTING THE ANNUAL HEALTH
PLAN PREMIUM ADJUSTMENT FOR CALENDAR YEAR
2025**

WHEREAS, City of Perris is a contracting agency under Government Code Section 22920 and subject to the Public Employee’ Medical and Hospital Care Act (the “Act”); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that a local agency contracting under the Public Employees’ Medical and Hospital Care Act shall fix the amount of the employer’s contribution at an amount not less than the amount required under Section 22892(b)(1) of the Act, and

WHEREAS, Government Code Section 22892 provides that employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed under Section 22892(b) of the Act, and

WHEREAS, the City of Perris is a local agency under the Act; now, therefore be it, and

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

That the employer’s contribution of each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in health benefits plan up to a maximum of:

<u>CODE</u>	<u>BARGAINING UNIT</u>	<u>CONTRIBUTION PER MONTH</u>
001	General Unit	\$2,408.95

Plus, administrative fees and Contingency Fund Assessments;

Section 1. That City of Perris has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

Section 2. That the participation of the employees and annuitants of the City of Perris shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon Publication of final Regulations pursuant to such Section. If it is determined that the City of Perris would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final

Regulations, CalPERS may be obligated and reserves the right to terminate the health coverage of all participants of the employer.

Section 3. That the executive body appoint and direct, and it does hereby appoint and direct, the Senior Accounting Specialist to file with the Board a verified copy of this resolution, and to perform on behalf of the City of Perris all functions required of it un the Act.

Section 4. All eligible employees may elect not to participate in the City-paid health care benefit plan if said employee has proof of medical coverage from another source.

Section 5. Upon written documentation to the Assistant City Manager, such employee receives one-half of the monthly median amount that would have been provided for City-paid health care benefits, payable on the first payroll of each month, not to exceed \$1,204.48 (calendar year 2025).

Section 6. Should employee require future City-paid health care coverage, employee must wait until the next open enrollment period to elect coverage.

Section 7. That Resolution Number 5585 is repealed in its entirety.

ADOPTED, SIGNED and **APPROVED** this 8th day of October 2024.

Michael M. Vargas, Mayor

ATTEST:

City Clerk Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 8th day of October 2024, and that it was so adopted by the following vote:

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

Nancy Salazar, City Clerk

Attachment: Median Insurance Calculation 2025

ATTACHMENT 2

CALCULATION OF MEDIAN AMOUNT

ATTACHMENT 3

MEDICAL PREMIUM RATE COMPARISON TABLES

MEDICAL PREMIUM RATE TABLES - 2025						
MONTHLY PREMIUMS FOR REGION 3 - LOS ANGELES, SAN BERNARDINO & RIVERSIDE						
Plan	Employee Only	Employee & 1 Dependent	Employee & 2 + Dependents	If Median Premium is Used	Out-of-Pocket for Emp. & 1 Dependent	Out-of-Pocket for Emp. & 2+ Dependents
Anthem Blue Cross Select HMO	916.88	1,833.76	2,383.89	2,254.92	-	128.97
Anthem Blue Cross Traditional HMO	1,065.46	2,130.92	2,770.20	2,254.92	-	515.28
Blue Shield Access+ HMO	828.48	1,656.96	2,154.05	2,254.92	-	-
Blue Shield Trio (LA COUNTY ONLY)	738.11	1,476.22	1,919.09	2,254.92	-	-
Health Net Salud y Mas	714.40	1,428.80	1,857.44	2,254.92	-	-
Kaiser Permanente	926.52	1,853.04	2,408.95	2,254.92	-	154.03
PERS Gold (PERS Select)	868.15	1,736.30	2,257.19	2,254.92	-	-
PERS Platinum (PERSCare)	1,263.73	2,527.46	3,285.70	2,254.92	272.54	1,030.78
United Healthcare Alliance	866.40	1,732.80	2,252.64	2,254.92	-	-
United Healthcare Signature Harmony	756.28	1,512.56	1,966.33	2,254.92	-	-
				*\$1,127.46 - Medical Opt-Out Benefit		

Median Methodology - Required by MOU

\$0 Fiscal Impact

MEDICAL PREMIUM RATE TABLES - 2025						
MONTHLY PREMIUMS FOR REGION 3 - LOS ANGELES, SAN BERNARDINO & RIVERSIDE						
Plan	Employee Only	Employee & 1 Dependent	Employee & 2 + Dependents	If Average Premium is Used	Out-of-Pocket for Emp. & 1 Dependent	Out-of-Pocket for Emp. & 2+ Dependents
Anthem Blue Cross Select HMO	916.88	1,833.76	2,383.89	2,370.71	-	-
Anthem Blue Cross Traditional HMO	1,065.46	2,130.92	2,770.20	2,370.71	-	399.49
Blue Shield Access+ HMO	828.48	1,656.96	2,154.05	2,370.71	-	-
Blue Shield Trio (LA COUNTY ONLY)	738.11	1,476.22	1,919.09	2,370.71	-	-
Health Net Salud y Mas	714.40	1,428.80	1,857.44	2,370.71	-	-
Kaiser Permanente	926.52	1,853.04	2,408.95	2,370.71	-	38.24
PERS Gold (PERS Select)	868.15	1,736.30	2,257.19	2,370.71	-	-
PERS Platinum (PERSCare)	1,263.73	2,527.46	3,285.70	2,370.71	156.75	914.99
United Healthcare Alliance	866.40	1,732.80	2,252.64	2,370.71	-	-
United Healthcare Signature Harmony	756.28	1,512.56	1,966.33	2,370.71	-	-
				*\$1,185.35 - Medical Opt-Out Benefit		

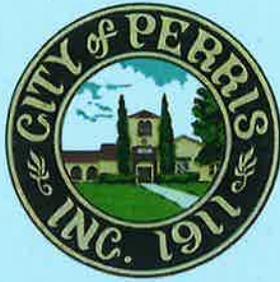
Average Methodology used in prior year

\$ 86,843 Fiscal Impact

MEDICAL PREMIUM RATE TABLES - 2025						
MONTHLY PREMIUMS FOR REGION 3 - LOS ANGELES, SAN BERNARDINO & RIVERSIDE						
Plan	Employee Only	Employee & 1 Dependent	Employee & 2 + Dependents	If KP Premium is Used	Out-of-Pocket for Emp. & 1 Dependent	Out-of-Pocket for Emp. & 2+ Dependents
Anthem Blue Cross Select HMO	916.88	1,833.76	2,383.89	2,408.95	-	-
Anthem Blue Cross Traditional HMO	1,065.46	2,130.92	2,770.20	2,408.95	-	361.25
Blue Shield Access+ HMO	828.48	1,656.96	2,154.05	2,408.95	-	-
Blue Shield Trio (LA COUNTY ONLY)	738.11	1,476.22	1,919.09	2,408.95	-	-
Health Net SmartCare	No longer offered as of January 2024					
Health Net Salud y Mas	714.40	1,428.80	1,857.44	2,408.95	-	-
Kaiser Permanente	926.52	1,853.04	2,408.95	2,408.95	-	-
PERS Gold (PERS Select)	868.15	1,736.30	2,257.19	2,408.95	-	-
PERS Platinum (PERSCare)	1,263.73	2,527.46	3,285.70	2,408.95	118.51	876.75
United Healthcare Alliance	866.40	1,732.80	2,252.64	2,408.95	-	-
United Healthcare Signature Harmony	756.28	1,512.56	1,966.33	2,408.95	-	-
				*\$1,204.46 - Medical Opt-Out Benefit		

Full Kaiser Cover

\$ 115,523 Fiscal Impact



CITY OF PERRIS

10.D.

CITY COUNCIL AGENDA SUBMITTAL

DATE: October 8, 2024

SUBJECT: Full Road Closure for San Jacinto Avenue between Dunlap Drive and Murrieta Road

REQUESTED ACTION: Approve Pulte Group request for a full road closure for San Jacinto Avenue between Dunlap Drive and Murrieta Road

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

On September 16, 2024, the Engineering Department received a full road closure request from Pulte Group to facilitate the construction of EMWD sewer main located on San Jacinto Avenue between Dunlap Drive and Murrieta Road associated with development of Park West Specific Plan, a residential development.

Pulte Group is anticipating a 12-week time frame to complete this work. The proposed road closure is anticipated to begin October 14, 2024 and finish by January 10, 2025.

Notice boards will be placed in the work area 2 weeks before the road closure and the area neighborhoods will be notified with flyers. The Nuevo/Lakeview Municipal Advisory Council will also be notified to inform County residents.

The Engineering Department has reviewed the extent of the work and has deemed the closure necessary for safety purposes and to negate traffic impact. Access will be provided with a detour during the road closure for all traffic.

BUDGET (or FISCAL) IMPACT:

No fiscal impact.

Prepared by: Alondra Pelayo, Administrative Technician I, Engineering Department

REVIEWED BY:

Assistant City Manager MB
Assistant City Manager ER
Director of Finance J

Attachments:

1. Vicinity Map
2. Traffic Control Plan

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

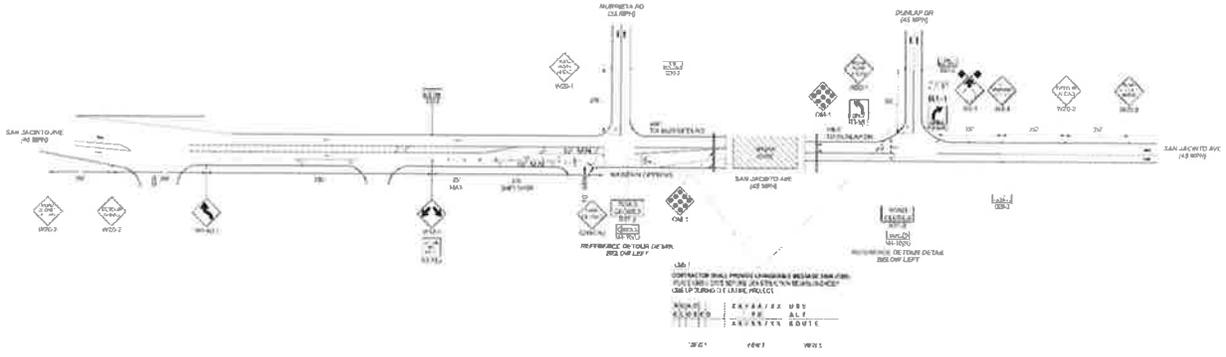
VICINITY MAP



ATTACHMENT 2

Traffic Control Plan

STANDARD TRAFFIC CONTROL PLAN
 SEE DETAIL FOR CONTRACTOR INSTRUCTIONS



CONTRACTOR SHALL PROVIDE UNUSABLE & WEARABLE SIGNS FOR USE UP-DURING OF LANE RELOC. USE UP-DURING OF LANE RELOC.

W001	W002	W003	W004	W005	W006	W007	W008	W009	W010	W011	W012	W013	W014	W015	W016	W017	W018	W019	W020	W021	W022	W023	W024	W025	W026	W027	W028	W029	W030	W031	W032	W033	W034	W035	W036	W037	W038	W039	W040	W041	W042	W043	W044	W045	W046	W047	W048	W049	W050	W051	W052	W053	W054	W055	W056	W057	W058	W059	W060	W061	W062	W063	W064	W065	W066	W067	W068	W069	W070	W071	W072	W073	W074	W075	W076	W077	W078	W079	W080	W081	W082	W083	W084	W085	W086	W087	W088	W089	W090	W091	W092	W093	W094	W095	W096	W097	W098	W099	W100	W101	W102	W103	W104	W105	W106	W107	W108	W109	W110	W111	W112	W113	W114	W115	W116	W117	W118	W119	W120	W121	W122	W123	W124	W125	W126	W127	W128	W129	W130	W131	W132	W133	W134	W135	W136	W137	W138	W139	W140	W141	W142	W143	W144	W145	W146	W147	W148	W149	W150	W151	W152	W153	W154	W155	W156	W157	W158	W159	W160	W161	W162	W163	W164	W165	W166	W167	W168	W169	W170	W171	W172	W173	W174	W175	W176	W177	W178	W179	W180	W181	W182	W183	W184	W185	W186	W187	W188	W189	W190	W191	W192	W193	W194	W195	W196	W197	W198	W199	W200	W201	W202	W203	W204	W205	W206	W207	W208	W209	W210	W211	W212	W213	W214	W215	W216	W217	W218	W219	W220	W221	W222	W223	W224	W225	W226	W227	W228	W229	W230	W231	W232	W233	W234	W235	W236	W237	W238	W239	W240	W241	W242	W243	W244	W245	W246	W247	W248	W249	W250	W251	W252	W253	W254	W255	W256	W257	W258	W259	W260	W261	W262	W263	W264	W265	W266	W267	W268	W269	W270	W271	W272	W273	W274	W275	W276	W277	W278	W279	W280	W281	W282	W283	W284	W285	W286	W287	W288	W289	W290	W291	W292	W293	W294	W295	W296	W297	W298	W299	W300	W301	W302	W303	W304	W305	W306	W307	W308	W309	W310	W311	W312	W313	W314	W315	W316	W317	W318	W319	W320	W321	W322	W323	W324	W325	W326	W327	W328	W329	W330	W331	W332	W333	W334	W335	W336	W337	W338	W339	W340	W341	W342	W343	W344	W345	W346	W347	W348	W349	W350	W351	W352	W353	W354	W355	W356	W357	W358	W359	W360	W361	W362	W363	W364	W365	W366	W367	W368	W369	W370	W371	W372	W373	W374	W375	W376	W377	W378	W379	W380	W381	W382	W383	W384	W385	W386	W387	W388	W389	W390	W391	W392	W393	W394	W395	W396	W397	W398	W399	W400	W401	W402	W403	W404	W405	W406	W407	W408	W409	W410	W411	W412	W413	W414	W415	W416	W417	W418	W419	W420	W421	W422	W423	W424	W425	W426	W427	W428	W429	W430	W431	W432	W433	W434	W435	W436	W437	W438	W439	W440	W441	W442	W443	W444	W445	W446	W447	W448	W449	W450	W451	W452	W453	W454	W455	W456	W457	W458	W459	W460	W461	W462	W463	W464	W465	W466	W467	W468	W469	W470	W471	W472	W473	W474	W475	W476	W477	W478	W479	W480	W481	W482	W483	W484	W485	W486	W487	W488	W489	W490	W491	W492	W493	W494	W495	W496	W497	W498	W499	W500	W501	W502	W503	W504	W505	W506	W507	W508	W509	W510	W511	W512	W513	W514	W515	W516	W517	W518	W519	W520	W521	W522	W523	W524	W525	W526	W527	W528	W529	W530	W531	W532	W533	W534	W535	W536	W537	W538	W539	W540	W541	W542	W543	W544	W545	W546	W547	W548	W549	W550	W551	W552	W553	W554	W555	W556	W557	W558	W559	W560	W561	W562	W563	W564	W565	W566	W567	W568	W569	W570	W571	W572	W573	W574	W575	W576	W577	W578	W579	W580	W581	W582	W583	W584	W585	W586	W587	W588	W589	W590	W591	W592	W593	W594	W595	W596	W597	W598	W599	W600	W601	W602	W603	W604	W605	W606	W607	W608	W609	W610	W611	W612	W613	W614	W615	W616	W617	W618	W619	W620	W621	W622	W623	W624	W625	W626	W627	W628	W629	W630	W631	W632	W633	W634	W635	W636	W637	W638	W639	W640	W641	W642	W643	W644	W645	W646	W647	W648	W649	W650	W651	W652	W653	W654	W655	W656	W657	W658	W659	W660	W661	W662	W663	W664	W665	W666	W667	W668	W669	W670	W671	W672	W673	W674	W675	W676	W677	W678	W679	W680	W681	W682	W683	W684	W685	W686	W687	W688	W689	W690	W691	W692	W693	W694	W695	W696	W697	W698	W699	W700	W701	W702	W703	W704	W705	W706	W707	W708	W709	W710	W711	W712	W713	W714	W715	W716	W717	W718	W
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CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

10.E.

DATE: October 08, 2024

SUBJECT: Full Road Closure Requests for Patterson Avenue between Harley Knox Boulevard and California Avenue, and for Nevada Avenue between Harley Knox Boulevard and Nance Street

REQUESTED ACTION: Approve Prologis request for a full road closure for Patterson Avenue between Harley Knox Boulevard and California Avenue, and for Nevada Avenue between Harley Knox Boulevard and Nance Street

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

On September 23, 2024, the Engineering Department received two full road closure requests from Prologis for installation of storm drain improvements to facilitate development of Parcel Map 38259, a 764,753 square feet industrial development. One closure is located on Patterson Avenue between Harley Knox Boulevard and California Avenue, and the second closure is located on Nevada Avenue between Harley Knox Boulevard and Nance Street.

The proposed road closures will be split into two time periods. The closure of Patterson Avenue is anticipated to begin October 15, 2024 through November 29, 2024. The closure for Nevada Avenue is anticipated to begin on November 29, 2024 through December 27, 2024.

The Engineering Department has reviewed the extent of the work and has deemed the closure necessary for safety purposes and to negate traffic impact. Access will be provided with a detour during the road closure to all traffic.

BUDGET (or FISCAL) IMPACT:

No fiscal impact.

Prepared by: Alondra Pelayo, Administrative Technician I, Engineering Department

REVIEWED BY:

Assistance City Manager LMB

Assistant City Manager ER

Director of Finance M

Attachments:

1. Vicinity Map
2. Traffic Control Plan

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

VICINITY MAP



LEGEND

-  OPEN ROADWAY
-  CLOSED ROADWAY

ATTACHMENT 2

Traffic Control Plan

PHASE 6

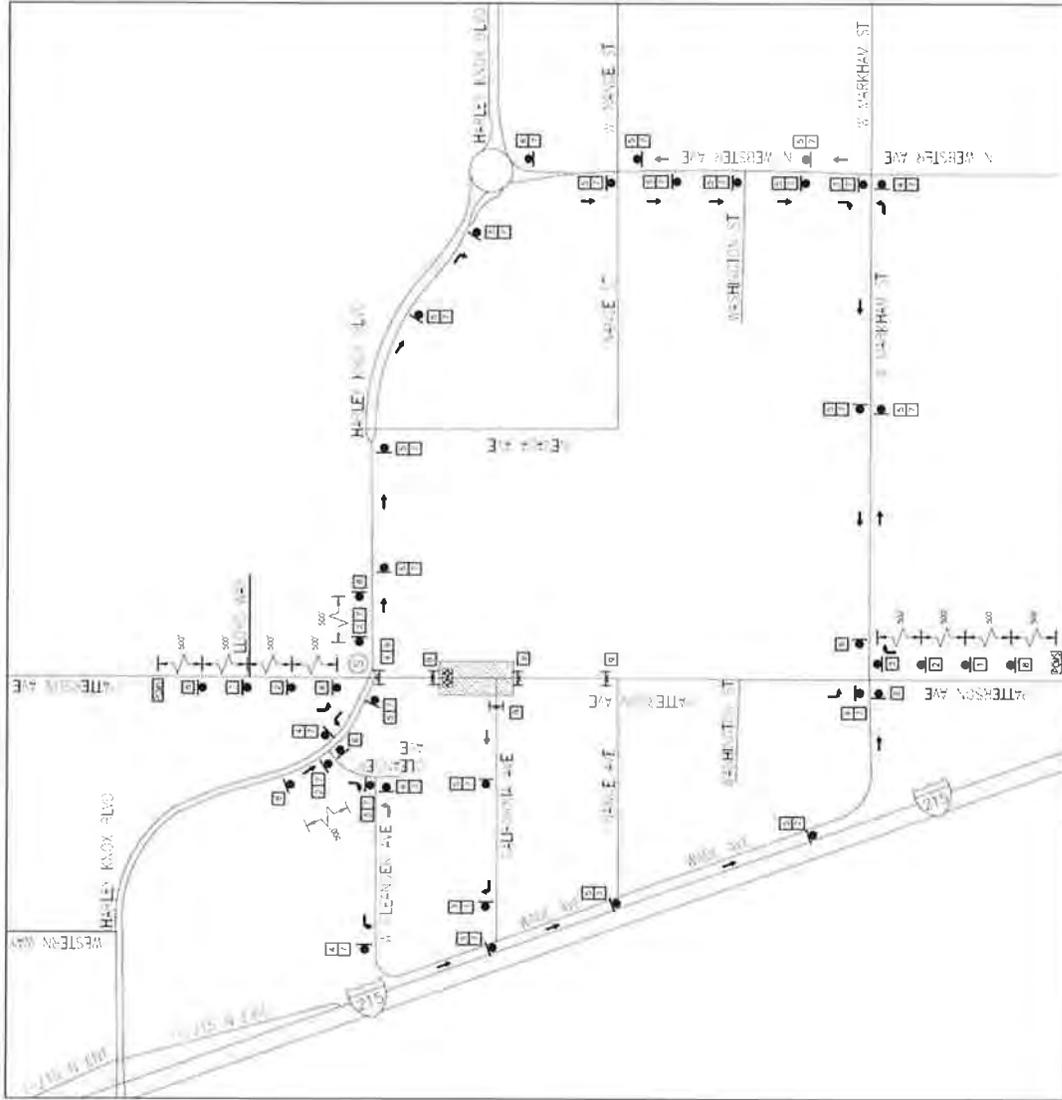
WORK HOURS: 8:30AM TO 3:30PM
 LANE CLOSURE HOURS: 24/7
 DURATION: 5 DAYS

LEGEND:

- FLASHING BEACON SIGN
- TYPE B BARRICADE WITH SIGN
- DIRECTION OF TRAVEL
- SIGNALIZED INTERSECTION
- WORK ZONE
- ADVANCE CHANGEABLE MESSAGE SIGN (INSTALLED)
- TWO ABBES WHEN TO LANE CLOSURE

PCMS TO READ:

BLK #1	ROAD WORK AHEAD
BLK #2	DETOUR AHEAD
BLK #3	TO 24/7
BLK #4	24/7



STREET IMPROVEMENT REMOVAL AND REPLACEMENT OF CONCRETE PAVEMENT ON PATTERSON AVENUE FROM STA 28+86.69 TO STA. 30+17.72 AND STA 31+21.52 TO STA. 32+66.12.

CONTRACTOR TO COORDINATE WITH NEARBY BUSINESSES AND RESIDENTS TO MAINTAIN ACCESS TO DRIVEWAYS AT ALL TIMES.

DETOUR SIGN LEGEND:

- 1 30'x30'
- 2 30'x30'
- 3 30'x30'
- 4 30'x30'
- 5 30'x30'
- 6 PATTERSON AVE
24'x36'
- 7 PATTERSON AVE
30'x30'
- 8 ROAD WORK AHEAD
30'x30'
- 9 ROAD CLOSED
48'x30'

CITY OF PERRIS
TRAFFIC CONTROL PLAN
 HARLEY KNOX BLVD AND PATTERSON AVE
 STREET IMPROVEMENT DETOUR PLAN

TJW ENGINEERING, INC.
 Traffic Engineering &
 Transportation Planning Consulting
 1100 E. 15th Street, Suite 200
 Perris, CA 92570
 951.221.1111



NO.	DATE	DESCRIPTION

DATE	
SCALE	

Know what's below.
 Call before you dig.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

DATE: October 08, 2024

SUBJECT: Full Road Closure for Redlands Avenue between East Rider Street and Placentia Avenue

REQUESTED ACTION: Approve Boudreau Pipeline request for a full road closure for Redlands Avenue between East Rider Street and Placentia Avenue

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

On September 26, 2024, the Engineering Department received a full road closure request from Bodreau Pipeline for installation of storm drain improvements located on Redlands Avenue between East Rider Street and Placentia Avenue to facilitate development of DPR 19-00016, a 316,637 square foot industrial development.

The proposed road closure is anticipated to begin October 15, 2024 and finish November 8, 2024.

The Engineering Department has reviewed the extent of the work and has deemed the closure necessary for safety purposes and to negate traffic impact. Access will be provided with a detour during the road closure for all traffic.

BUDGET (or FISCAL) IMPACT:

No fiscal impact.

Prepared by: Alondra Pelayo, Administrative Technician I, Engineering Department

REVIEWED BY:

Assistant City Manager WB

Assistant City Manager ER

Director of Finance MS

Attachments:

1. Vicinity Map
2. Traffic Control Plan

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

VICINITY MAP



LEGEND

-  OPEN ROADWAY
-  CLOSED ROADWAY

ATTACHMENT 2

Traffic Control Plan

CITY OF PERRIS COVER PAGE REDLANDS AVE AT RIDER ST.

- NOTES:**
- PROVIDE FLAGGER FOR DRIVEWAY ACCESS
 - KEEP ALL DRIVEWAYS OPEN/CLEAR DURING CONSTRUCTION
 - USE CONES WITH 18" MIN HEIGHT AS CHANNELIZING DEVICE. PORTABLE DELINEATORS PLACED AT ONE-HALF THE SPACING INDICATED FOR TRAFFIC CONES, MAY BE USED INSTEAD OF CONES FOR DAYTIME CLOSURES ONLY.
 - ALL CONES USED FOR LANE CLOSURES DURING THE HOURS OF DARKNESS SHALL BE FITTED WITH RETRO-REFLECTIVE BANDS OR SLEEVES AS SPECIFIED IN THE SPECIFICATIONS
 - THE MAXIMUM SPACING BETWEEN CONES ALONG A TANGENT AND A TAPER SHALL BE APPROXIMATELY AS SHOWN ON TABLE 2
 - EACH ADVANCE WARNING SIGN SHALL BE EQUIPPED WITH AT LEAST TWO FLAGS FOR DAYTIME CLOSURES. EACH FLAG SHALL BE AT LEAST 16"x16" IN SIZE AND SHALL BE ORANGE OR FLUORESCENT RED-ORANGE IN COLOR. FLASHING BEACON SHALL BE PLACED DURING DARKNESS INSTEAD OF FLAGS. FLASHING ARROW SIGN SHALL BE EITHER TYPE I OR TYPE II
 - FOR ADDITIONAL INFORMATION, REFER TO THE CALIFORNIA MUTCD (LATEST EDITION)
 - NOTIFY PUBLIC WORKS INSPECTOR 48 HRS PRIOR TO BEGINNING WORK
 - TRENCH EXCAVATIONS WITHIN THE ROADWAY SHALL BE COVERED WITH STEEL PLATES. STEEL PLATE WARNING SIGNS SHALL BE USED
 - CONTRACTOR MUST SET-UP AND TEAR DOWN DAILY
 - PARTIAL STREET CLOSURE REQUIRED APPROVAL BY DEPT OF PUBLIC WORKS

SCOPE OF WORK:
STORM DRAIN CONNECTION

WORK HOURS:
9:00 AM TO 3:00 PM, MON | FRI

SIGN LEGEND:

LEGEND:

- SURFACE MOUNTED DELINEATOR W/ WHITE REFLECTIVE TAP FOR EDGE LINES AND DOUBLE YELLOW TAPS FOR CENTERLINE
- STANDARD SIGN W/ STAND
- SIGN ON LED SIGN
- TYPE II BARRICADE W/ STANDARD SIGN & FLASHING BEACON
- TYPE I BARRICADE W/ STANDARD SIGN & FLASHING BEACON
- PORTABLE TUBULAR DELINEATORS OR CONES
- CONSTRUCTION WORK AREA
- GRAPHIC SYMBOLS TO SHOW FLOW OF TRAFFIC - NOT A PAVEMENT MARKING
- EXISTING PAVEMENT ARROW MARKINGS
- HIGH LEVEL WARNING DEVICE (FLAG TREE W/ STANDARD SIGN NO)
- FLASHING ARROW BOARD

TABLE 1

RECOMMENDED SIGN SPACING FOR ADVANCE WARNING SIGN SERIES AND MINIMUM TAPER LENGTH

A APPROACH SPEED (S) (MPH)	B MINIMUM DISTANCE (FEET) BETWEEN SIGNS AND FROM LAST SIGN TO TAPER		C MINIMUM TAPER LENGTHS (L) (FEET) FOR 12-FOOT LANE		
			L	1/2L	1/3L
25	100		125	65	45
30	250		180	90	60
35	250		245	125	85
40	250		320	160	110
45	350		540	270	180
50	350		600	300	200
55+	1000		660	330	220

L FOR MERGE TAPER
1/2L FOR SHIFT TAPER

TABLE 2

RECOMMENDED BUFFER LENGTH AND MAXIMUM CHANNELIZER/ CONE SPACING

A APPROACH SPEED (S) (MPH)	B BUFFER LENGTH (FEET)	C MAX CONE SPACING		
		TAPER	TANGENT	CONFLICT(*)
25	155	25	50	12
30	200	30	60	15
35	250	35	70	17
40	305	40	80	20
45	360	45	90	22
50	425	50	100	25
55+	495	55	100	27

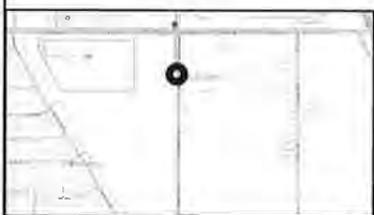
(*) FACING OPPOSING TRAFFIC, ADJACENT TO WORK AREA OR CONFLICTING WITH EXISTING STRIPING

NOTES:

Taper Formula
 $L = S \times W$ FOR SPEEDS GREATER THAN 45 MPH
 $L = \frac{W \times S^2}{60}$ FOR SPEEDS OF 40 MPH OR LESS

L = MINIMUM LENGTH OF TAPER (FEET)
S = APPROACH SPEED (MPH) = POSTED SPEED LIMIT OR OFF-PEAK 85TH % SPEED PRIOR TO WORK STARTING OR ANTICIPATED OPERATING SPEED

W = WIDTH OF OFFSET (FEET)



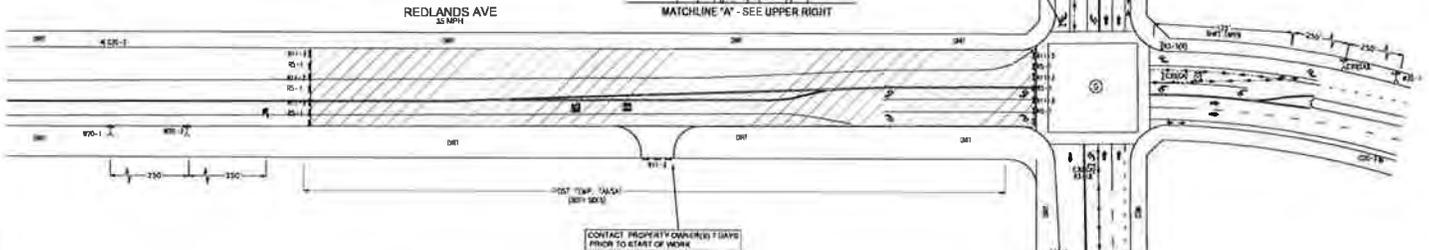
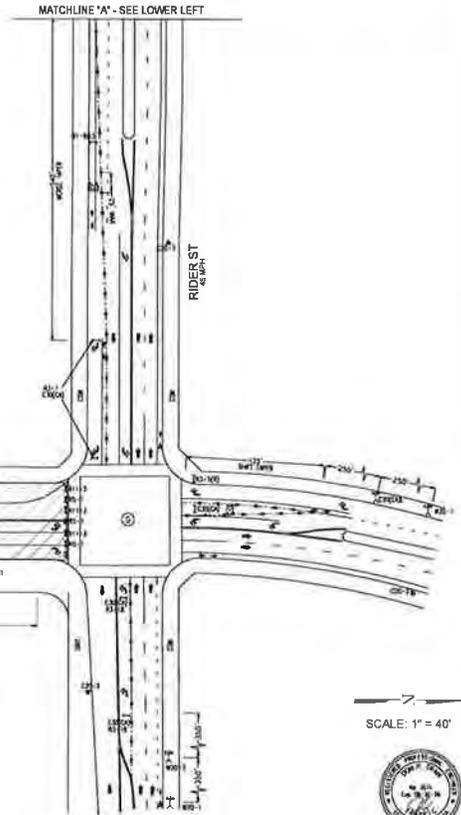
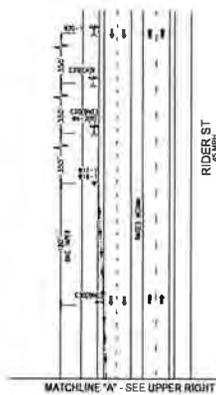
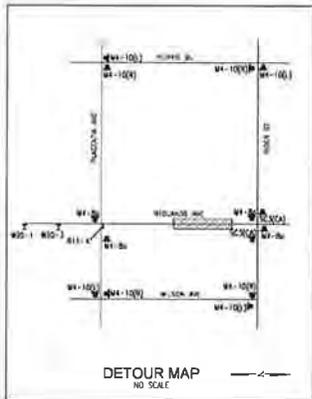
DATE: 9/09/24

PROJECT LOCATION REDLANDS AVE AT RIDER ST	WORK TYPE STORM DRAIN WORK	DATE 9/09/24	SCALE 1" = 40'	TFR TRAFFIC SOLUTIONS 3117 Duran Rd Perris, CA 92507 9247614834 DLR Ph: (951) 320-5652 Fax: (951) 320-5659	CITY OF PERRIS TEMPORARY TRAFFIC CONTROL PLAN FOR REDLANDS AVE AT RIDER ST	SHEET NO TC-1
PRIME CONTRACTOR TFR TRAFFIC SOLUTIONS	CONTACT DANIEL BROWN	PHONE 1-800-227-2600	DATE 9/09/24	SCALE 1" = 40'	DATE 9/09/24	SCALE 1" = 40'

WORK AREA VICINITY MAP N.T.S.

WORK HOURS:
9:00 AM TO 3:00 PM; MON - FRI

CITY OF PERRIS TRAFFIC CONTROL PLAN REDLANDS AVE AT RIDER ST.



SCALE: 1" = 40'



DATE: 9/09/24

PEDESTRIAN NOTES:

1. A DEDICATED INDIVIDUAL WILL BE ASSIGNED THE RESPONSIBILITY OF ESCORTING PEDESTRIANS THROUGH THE WORK AREA IN ACCORDANCE WITH THREE MAJOR CONSIDERATIONS
2. PEDESTRIANS SHOULD NOT BE LED INTO DIRECT CONFLICT WITH WORK SITE VEHICLES, EQUIPMENT OR OPERATIONS
3. PEDESTRIANS SHOULD NOT BE LED INTO DIRECT CONFLICT WITH MAINLINE TRAFFIC MOVING THROUGH OR AROUND THE WORK SITE
4. PEDESTRIANS SHOULD BE PROVIDED WITH A REASONABLY SAFE, CONVENIENT AND ACCESSIBLE PATH THAT REPLICATES AS NEARLY AS PRACTICAL THE MOST DESIRABLE CHARACTERISTICS OF THE EXISTING SIDEWALK OR FOOTPATH

"T AND A T" SIGNS SHALL BE POSTED 72 HOURS PRIOR TO STARTING OPERATION

CONTRACTOR TO PROVIDE ACCESS TO DRIVEWAYS AT ALL TIMES

AN INDIVIDUAL WILL BE ASSIGNED TO MAINTAIN THE CONES WHILE THE WORK ZONE IS IN PLACE

REV	DATE	DESCRIPTION

TPR TRAFFIC SOLUTIONS
3117 Sycamore St
Perris, CA 92507
761-911-5341 (P)
PH: (951) 238-5555 FAX: (951) 238-5556

CITY OF PERRIS
TEMPORARY TRAFFIC CONTROL PLAN FOR
REDLANDS AVE AT RIDER ST

DATE: 9/9/24
DRAFTER: J. LAM
CHECKER: J. LAM

SCALE: 1" = 40'

SHEET NO: TC-2
2 OF 2 SHEETS



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

10.G.

- MEETING DATE:** October 8, 2024
- SUBJECT:** Consideration to Approve Change Order No. 7B, increasing the Public Works Construction Contract with T and A Builders for construction services and mechanical system improvements as part of the 227 Early Childhood Classroom Project located at 227 N D Street, Perris, CA 92570 augmenting the contract amount by \$69,621, totaling \$694,296, and extending the term to December 31, 2024.
- REQUESTED ACTION:** That the City Council 1) Approve T and A Builders Change Order No. 7B for construction services and mechanical system improvements of the 227 Early Childhood Classroom Project; and 2) Authorize the City Manager to execute the change order and all project related documents, subject to City Attorney approval as to form.
- CONTACT:** Sabrina Chavez, Director of Public Services
-

BACKGROUND/DISCUSSION:

On April 30, 2024, the City Council awarded a contract to T and A Builders for construction services to renovate an existing city building office space at the 227 N D Street to create a new early childhood learning center with new classroom, public counter, restrooms, supply storage room and administrative offices designed to accommodate and enhance the city's early childhood program. Interior renovations include new paint, flooring, lighting fixtures, plumbing, mechanical, audio-visual system, and the purchase of equipment and furniture.

In June 2024, construction activities commenced and installation of new plumbing, concrete, framing and drywall, and electrical have been completed. The purchase of flooring, furniture and furnishings has been ordered, and currently awaiting the delivery of all purchased items for assembly by the contractor. At this time, the allowable 20% project contingency (\$124,935) has been exhausted for change order requests that have been granted due to unforeseen building conditions such as asbestos remediation, air quality monitoring and clearance, additional sewer and electrical conduit connections. Additional costs have been incurred due to construction delays and required mechanical improvements to the building's heating, ventilation, and air conditioning (HVAC) system serving the project area that amounts to \$69,621, which is currently not covered by the depleted construction contingency. Therefore, staff recommends approval of Change Order No. 7B for mechanical system improvements in the project area and cover additional construction costs for labor, waste management and disposal material services due to project delays. Approval

of said change order would increase the contract amount with T and A Builders, Public Works Construction by \$69,621, totaling \$694,296 and extending the contract term to December 31, 2024. There is available project grant funding to cover costs associated with the change order for city council consideration.

BUDGET (or FISCAL) IMPACT: Costs associated with Change Order No. 7 increasing the Public Works Construction Contract with T and A Builders by \$69,621, totaling \$694,296, is covered by approved Capital Improvement Project Budget (CIP# F062).

Prepared by: Martin E. Martinez, Management Analyst

REVIEWED BY:

Assistant City Manager: _____

Assistant City Manager: ER

Director of Finance: MS

Attachments: 1: Project Site Location and Floor Plan
2: T and A Builders Change Order No. 7B

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

**ATTACHMENT 1:
PROJECT SITE LOCATION
AND FLOOR PLAN**

Project Site Location



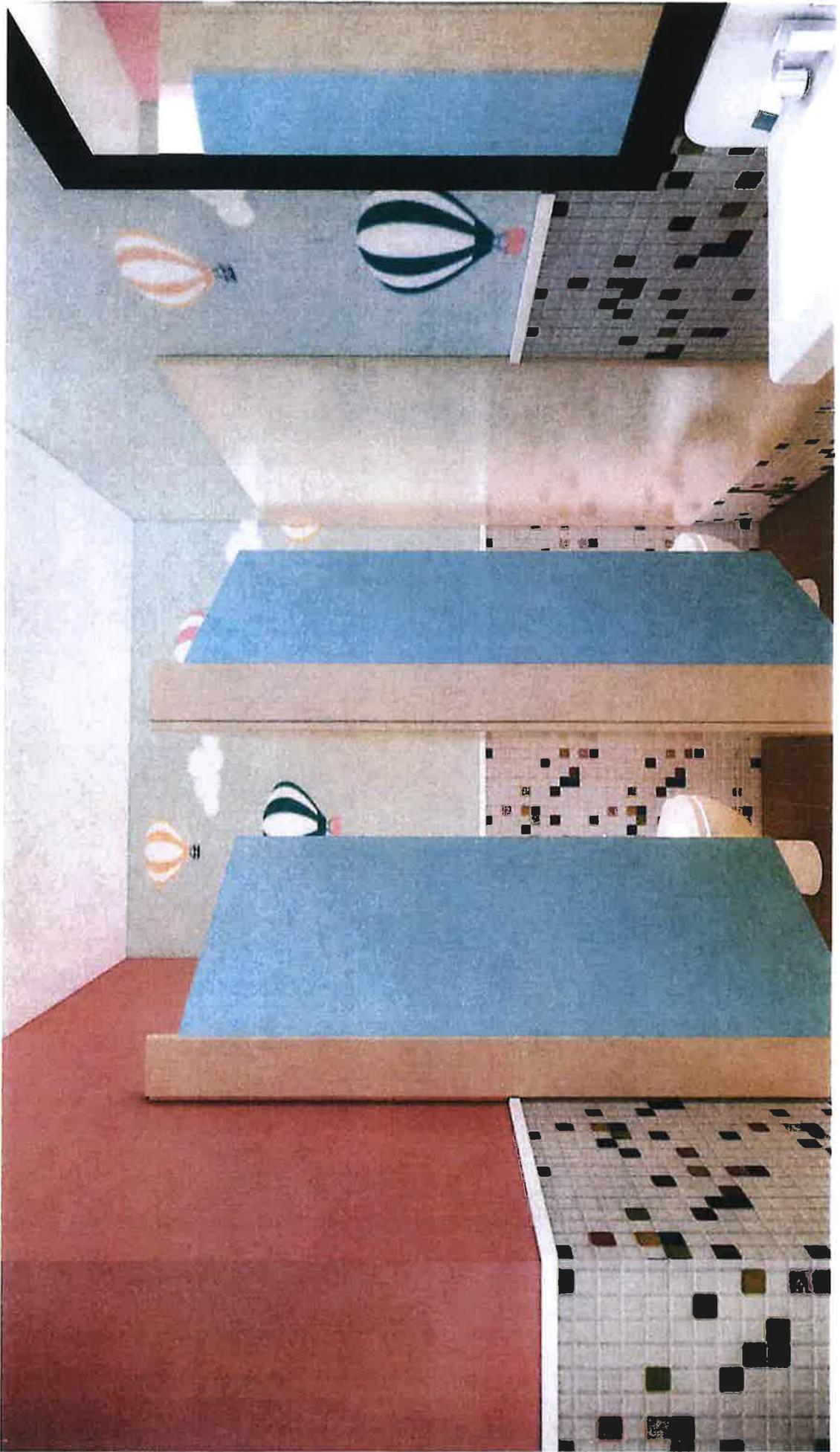
227 Early Childhood Classroom Project
227 N D Street, Perris, CA 92570.











**ATTACHMENT 2:
T and A Builders
Change Order No. 7B**



CITY OF PERRIS

CHANGE ORDER

Order No. 7B
Contract Date 05/1/24

Date 09/25/24

Project Name and #: 227 Early Childhood Classroom Project #F062

This Change Order # 7B changes the Agreement between the City of Perris and T and A Builders for the Early Childhood Classroom Project.

please read it carefully.

JUSTIFICATION:

Rework of the mechanical system. The original plans did not take into account that there are two RTU units supplying the space and the proper supply and return distribution and existing conditions. New work will incorporate both RTU units 9 and 10 with adjusting the sizing of the existing supplies and returns to account for airflow. Incorporating the existing spaces in the open offices that were excluded in the previous design. Addition Incurred Costs due to construction delays caused by RFI 15.

CHANGE TO CONTRACT PRICE:

Original Contract Price \$ 624,675

Current Contract Price (Adjusted by Previous Change Order(s)): \$ 751,508

Contract Price due to this Change Order will be increased: \$ 69,621.00

New Contract Price including this Change Order: \$ 821,129.00

CHANGE TO CONTRACT TIME

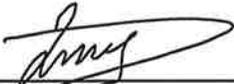
Contract Time will be increased: *As per Paragraph 5.1 "Time For Completion and Liquidated Damages," of the original Agreement, and a total of Thirty One (31) additional calendar days, from the completion date specified on the original Notice To Proceed. The new completion date is 12/20/24.*

Date for completion of all work: 12/20/24
(Date)

APPROVALS REQUIRED

To be effective, this change order must be approved by the City of Perris and T and A Builders.

CITY OF PERRIS:

Approved by:  **Date** 09/25/24
Contractor

Approved by: _____ **Date** _____
Project Manager

Approved by: _____ **Date** _____
Director of Community Services

End of Change Order# 7B
Nothing Follow



PCO #010

T And A Builders
 11417 Horton Ave
 Downey, California 90241
 Phone: (562) 441-7570

Project: 2404 - City of Perris Early Childhood Classroom
 227 North D Street Suite A
 Perris, California 92570

Prime Contract Potential Change Order #010: Revised Mechanical Work

TO:	City of Perris 227 N D Street Perris, California	FROM:	T and A Builders 11417 Horton Ave Downey, California 90241
PCO NUMBER/REVISION:	010 / 1	CONTRACT:	1- Early Childhood Classroom - Early Childhood Classroom
REQUEST RECEIVED FROM:		CREATED BY:	Crystal Holst (T and A Builders)
STATUS:	Pending - In Review	CREATED DATE:	9/25/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	31 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$69,621.00

POTENTIAL CHANGE ORDER TITLE: Revised Mechanical Work

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Revised Mechanical Work

Rework of the mechanical system. The original plans did not take into account that there are two RTU units supplying the space and the proper supply and return distribution and existing conditions. New work will incorporate both RTU units 9 and 10 with adjusting the sizing of the existing supplies and returns to account for airflow. Incorporating the existing spaces in the open offices that were excluded in the previous design.

Additional incurred costs due to construction delays caused by RFI 15, initiated July 15th 2024.

No roof rework to be performed all work to be from interior points of connection. Reseal of roof duct work is included (no new roofing is included)

Design drawings will not be provided.

Air Balance will not be guaranteed due to engineering being declined.

Mechanical Additions Include

1. (1) System Sensor Duct Detector. Total of 2
2. (1) Honeywell T6 commercial wifi thermostat with remote sensor. Total of 2
3. Grilles, Registers, Diffusers, Flex Tail connectors
4. Spiral pipe and fittings
5. Dampers
6. Sealing of duct work (includes resealing roof duct work for rtu 9, 10
7. Duct wrap r8 insulation (FSK with vapor barrier)
8. Air Balance and TABB report
9. Seismic bracing of duct work
10. EF 1,2 Exhaust fans, roof curbs with back draft dampers, ducting (included on original contract)
11. Bowden or similar type damper controllers (QTY 3) for hardlid ceiling areas . (Total of 3)
12. Economizers

ATTACHMENTS:

#	Budget Code	Description	Amount
1	23-500.S HVAC.Subcontract	Revision of mechanical plans to properly incorporate the existing space.	\$25,000.00
2	1-3110.L Project Engineer.Labor	Project Engineer	\$5,440.00



PCO #010

#	Budget Code	Description	Amount
3	1-3120.L Jobsite Supervision.Labor	Additional time onsite due to delay in project and additional time needed	\$20,800.00
4	1-3100.L Project Manager.Labor	Project Manager	\$4,800.00
5	1-7410.M Waste Management & Disposal.Materials	Additional time for rental of trash, restrooms and temp fencing due to project end date being extended.	\$4,500.00
Subtotal:			\$60,540.00
Profit (15.00% Applies to all line item types.):			\$9,081.00
Grand Total:			\$69,621.00

Everett Smith (Everett Smith Designs)

City of Perris
227 N D Street
Perris, California

T and A Builders
11417 Horton Ave
Downey, California 90241

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

10.H.

MEETING DATE: October 8, 2024

SUBJECT: A Resolution of the City Council of the City of Perris, County of Riverside, State of California, approving the Amendment of the City's Classification Plan to Include One (1) Updated City Classification.

REQUESTED ACTION: To adopt the Resolution Number (next in order) approving the Amendment of the City's Classification Plan to Include One (1) Updated City Classification.

CONTACT: Saida Amozgar, Director of Administrative Services *SA*

BACKGROUND/DISCUSSION:

California Government Code Section 36505 requires that the City Council approve the Classification and Compensation Plan for all employees by means of a Resolution. Pursuant to the City of Perris Personnel Rule 6.0, the City Manager shall ascertain and record the duties and responsibilities of all positions in the classified service and shall recommend a classification plan for these positions to the City Council and that the classification plan shall be adopted by the City Council and may be amended from time to time as necessary. The most current classification plan was adopted by the City Council on July 30, 2024.

Since the last amendment, as a result of recently implemented organizational programs and operational needs, there is one (1) updated classification requiring essential functions and services, which is Audio Visual Specialist. This updated class specification has been reviewed by the City's Human Resources Committee ("HR Committee"). The draft Resolution is attached hereto as "Attachment 1." The draft updated classification specification is attached to the Resolution as "Exhibit A" and incorporated hereto by this reference.

There is no change to the budgeted salary range for the position of Audio Visual Specialist; therefore, there is no budget impact.

Class specifications for represented bargaining unit classifications are a matter within the scope of bargaining subject to meet and confer under the provisions of the Meyers-Millias-Brown Act ("MMBA") (Government Code Section 3500 et seq.). The City has met and conferred with Teamsters Local 911, on the updated class specification and reached agreement and thereby met its obligations under law regarding implementation of these proposed action.

Staff recommends that the City Council adopt the Resolution approving the amendment of the City's Classification Plan to include one (1) updated City classification specification.

BUDGET (or FISCAL) IMPACT:

There is no budget impact for this item.

Prepared by: Saida Amozgar, Director of Administrative Services

REVIEWED BY:

Assistant City Manager ER
Assistant City Manager MB
Director of Finance MS

Attachment 1:

Resolution Number (Next in Order), including Exhibit A Classification Specification

Consent: October 8, 2024

Public Hearing:

Business Item:

Presentation:

Other:

Attachment 1

Resolution Number (Next in Order) Amending the City's Classification Plan

RESOLUTION NUMBER ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE AMENDMENT OF THE CITY'S CLASSIFICATION PLAN TO INCLUDE ONE (1) UPDATED CITY CLASSIFICATION

WHEREAS, Section 36505 of the California Government Code requires that the City Council approve the Classification and Compensation Plan for all employees by means of a resolution; and

WHEREAS, Rule 6.0 of the City of Perris Personnel Rules and Regulations provides that the City Manager shall ascertain and record the duties and responsibilities of all positions in the classified service and shall recommend a classification plan for these positions to the City Council and that the classification plan shall be adopted by the City Council and may be amended as necessary; and

WHEREAS, on September 26, 2017, the City Council, by Resolution No. 5178, adopted the recommendations contained in the Classification and Compensation Study, authorized the City Manager to implement the recommendations, and approved the implementation of the City of Perris Salary Range Placement Schedules, which set forth updated Classification and Compensation Allocations for all City employees; and

WHEREAS, amendments to the City's Classification and Compensation Plan were adopted by the City Council on March 27, 2018 via Resolution No. 5246, on September 25, 2018 via Resolution No. 5367, on December 20, 2020 via Resolution No. 5739; on May 11, 2021 via Resolution No. 5790; on August 31, 2021 via Resolution No. 5843; on January 25, 2022 via Resolution No. 5911; on July 26, 2022 via Resolution No. 6020; on February 28, 2023 via Resolution No. 6136; on April 25, 2023 via Resolution No. 6171; on February 13, 2024 via Resolution No. 6333; on July 30, 2024 via Resolution No. 6454; and

WHEREAS, the City Manager has recommended implementation of another amendment to the City's Classification Plan with one (1) updated classification specification, Audio Visual Specialist; and

WHEREAS, the City has completed meet and confer with Teamsters Local 911 Union, as the employee organization representing the affected job title classification, and reached agreement regarding the proposed actions herein, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 et seq.).

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

Section 2. The City Council hereby adopts the updated classification specification for the position of Audio Visual Specialist.

The job description for the updated classification is attached hereto as Exhibits A.

Section 3. This resolution shall be effective on October 8, 2024. The City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 8th day of October 2024.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

RESOLUTION NUMBER _____

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 thereof held the 8th day of October, 2024, and that it was so adopted by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

Exhibit A – Audio Visual Specialist Classification Specification



Audio Visual Specialist Class Specification

**FLSA Designation: Non-Exempt
Effective: 09/2017
Revised: 10/2024**

DEFINITION

Under general supervision, to perform journey level audio visual production; research, create, and develop various techniques for presenting information to the public; coordinate pre-production activities with both internal and external sources; develop story boards including script writing and audio visual production; coordinate onsite videos and photo shoots; edit and duplicate final material for presentations; support and update the City's website and social media.

SUPERVISION EXERCISED

May exercise technical and functional supervision over interns and/or volunteers.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Coordinate production services related to both taped and live telecasts, video programs and training films, including producing live council meetings.

Set up, operate and maintain studio, production facilities and field production elements and equipment including scheduling and staffing, television cameras, video records, microphones, lights and graphic equipment.

Manage and operate a master control area for public meetings, including recording and editing equipment.

Diagnose production related problems; recommend and/or perform modifications; perform minor repairs to lighting, audio, and video equipment.

Troubleshoot during production, adjust and diagnose problems in broadcast quality audio and video production equipment, and make emergency repairs by using testing instruments, diagnostic routines, and electronics tools to prepare equipment for immediate use in the studio and at field locations.

Establish and maintain records of equipment used in order to monitor performance and to facilitate planning for maintenance and supplies.

Sets up, operate and take down audio and video equipment such as television cameras, sound and editing equipment, lights, photographic and graphic equipment in the studio, control room, and at field locations.

Maintain audio visual recordings in accordance with Assembly Bill 839.

Assist with special events and ensure proper public awareness of City programs through video documentation.

Train and supervise interns and/or volunteers needed for live presentations.

Create and produce videos and training materials for the City of Perris, including commercials and long form programming based on the needs of the City and/or ideas generated from City leadership.

Assist with Emergency Operations Center (EOC) set up and operation by ensuring all communication and technical equipment are set up correctly and operational.

Uses Aerial Drone for photography and videography to create promotion media for the City's programs and/or raise public awareness about specific issues.

Setup, maintain, and troubleshoot all audio visual equipment including Public Access Channel 3.

Perform basic maintenance, support, and updates for the City website and social media.

Develop and manage multimedia content for various platforms, ensuring consistency and quality across all channels.

Create graphic design elements to enhance video content and presentations, including titles, lower thirds, and motion graphics.

Provide video and recording support to the Digital Media Specialist when needed to assist in creating, editing, and enhancing social media content.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Operations, services and activities of a public cable television station (e.g., updating and deleting content, scheduling content, live streamlining).

Video editing applications, including Final Cut Pro, After Effects, Photoshop, various encoders and compressors, as well as the Mac platform.

Modern and complex principles and practices of video production.

Operational characteristics of standard and complex video production equipment.

Applicable Federal, State and local codes, laws and regulations governing cable television programming.

Techniques and procedures in the use of aerial drones related to aerial photography and videography.

Creative and Technical writing styles.

Acrobat, Adobe PDF, Photoshop, Final Cut Pro, After Effect, and Microsoft Suite Programs.

Work closely with various City departments to understand their audio visual needs and provide tailored solutions.

Liaise with external vendors for equipment purchase, rental, and maintenance, ensuring cost-effective and high-quality service.

Strong organizational and project management skills.

Safe driving principles and practices.

Skill to:

Correctly configure and use all manner of production related cameras, including still, video, and digital single-lens reflex (DSLR) cameras.

Light a scene and correctly determine brightness, softness, and intensity.

Comprehend and distinguish between subtle audio cues and issues that arise in pre/postproduction.

Operate aerial drone for use in aerial photography and videography.

Communicate effectively with all levels of users on A/V related projects.

Operate modern office equipment including computer equipment and software.

Operate a motor vehicle safely.

Ability to:

Maintain TriCaster system, Nexus, and QSC equipment.

Operate Granicus system, including live streaming and archiving meeting footage.

Advise and provide interpretation to others on the application of policies, procedures, and standards to specific situations.

Work flexible hours, including evenings and weekends, as required.

Read and understand professional manuals, journals, and literature.

Prioritize requests for service.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Minimum Qualifications:

Experience:

Two years of videography and photography production and editing, or social media related technical support experience.

Training:

Bachelor's degree from an accredited college or university in radio, television, film, computer science, information technology, or related field.

License or Certificate:

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

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment; ability to sit, stand, walk, kneel, crouch, stoop, squat, crawl, twist, climb, and lift 50 lbs.; exposure to mechanical hazards and electrical hazards; ability to travel to different sites and locations.

Effective Date: October 2024



Audio Visual Specialist Class Specification

FLSA Designation: Non-Exempt

Effective: 10 09/2024~~17~~

Revised: 10 09/2024~~17~~

DEFINITION

Under general supervision, to perform journey level audio_visual production; research, create, and develop various techniques for presenting information to the public; coordinate pre-production activities with both internal and external sources; develop story boards including script writing and audio_visual production; coordinate onsite videos and photo shoots; edit and duplicate final material for presentations; support and update the City's website and social media; ~~provide technical support of information systems hardware and software as assigned.~~

SUPERVISION EXERCISED

May exercise technical and functional supervision over interns and/or volunteers.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Coordinate production services related to both taped and live telecasts, video programs and training films, including producing live council meetings.

Set up, operate and maintain studio, production facilities and field production elements and equipment including scheduling and staffing, television cameras, video records, microphones, lights and graphic equipment.

Manage and operate a master control area for public meetings, including recording and editing equipment.

Diagnose production related problems; recommend and/or perform modifications; perform minor repairs to lighting, audio, and video equipment.

Troubleshoot during production, adjust and diagnose problems in broadcast quality audio and video production equipment, and make emergency repairs by using testing instruments, diagnostic routines, and electronics tools to prepare equipment for immediate use in the studio and at field locations.

Establish and maintain records of equipment used in order to monitor performance and to facilitate planning for maintenance and supplies.

City of Perris
Audio Visual Specialist (Continued)

Sets up, operate and take down audio and video equipment such as television cameras, sound and editing equipment, lights, photographic and graphic equipment in the studio, control room, and at field locations.

Maintain audio visual recordings in accordance with Assembly Bill 839.

Assist with special events and ensure proper public awareness of City programs through video documentation.

Train and supervise interns and/or volunteers needed for live presentations.

Create and produce videos and training materials for the City of Perris, including commercials and long form programming based on the needs of the City and/or ideas generated from City leadership.

Assist with Emergency Operations Center (EOC) set up and operation by ensuring all communication and technical equipment are set up correctly and operational.

Uses Aerial Drone for photography and videography to create promotion media for the City's programs and/or raise public awareness about specific issues.

~~Monitor online remote backups for the City's servers by ensuring all data is backed up at appropriate intervals.~~

Setup, maintain, and troubleshoot all audio visual equipment including Public Access Channel 3.

Perform basic maintenance, support, and updates for the City website and social media.

~~Create new network configurations; configure network patch panel access.~~

~~Assist with internal and external networking issues, wireless internet systems, and Power Over Ethernet (POE) cameras.~~

~~Serve as backup for the Information Technology Support Technician.~~

Develop and manage multimedia content for various platforms, ensuring consistency and quality across all channels.

Create graphic design elements to enhance video content and presentations, including titles, lower thirds, and motion graphics.

Provide video and recording support to the Digital Media Specialist when needed to assist in creating, editing, and enhancing social media content.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

-Operations, services and activities of a public cable television station (e.g., updating and deleting content, scheduling content, live streamlining).

Video editing applications, including Final Cut Pro, After Effects, Photoshop, various encoders and compressors, as well as the Mac platform.

Modern and complex principles and practices of video production.

Operational characteristics of standard and complex video production equipment.

Applicable Federal, State and local codes, laws and regulations governing cable television programming.

Techniques and procedures in the use of aerial drones related to aerial photography and videography.

Creative and Technical writing styles.

~~Techniques and procedures for hardware parts installation, replacement and repair.~~

~~Network support and maintenance of hardware.~~

~~Operating characteristics of information systems equipment including workstations, network servers/gateways, printers, storage, network hubs/concentrators, bridges, communication switches, scanners, laptops, PC workstations, and other central or peripheral devices.~~

~~Software and operating systems including Microsoft Windows 7 and 8 and Microsoft Servers 2003 and 2008.~~

Acrobat, Adobe PDF, Photoshop, Final Cut Pro, After Effect, and Microsoft Suite Programs.

~~PC troubleshooting techniques.~~

City of Perris
Audio Visual Specialist (Continued)

Work closely with various City departments to understand their audio visual needs and provide tailored solutions.

Liaise with external vendors for equipment purchase, rental, and maintenance, ensuring cost-effective and high-quality service.

Strong organizational and project management skills.

Safe driving principles and practices.

Skill to:

Correctly configure and use all manner of production related cameras, including still, video, and digital single-lens reflex (DSLR) cameras.

Light a scene and correctly determine brightness, softness, and intensity.

Comprehend and distinguish between subtle audio cues and issues that arise in pre/postproduction.

Operate aerial drone for use in aerial photography and videography.

Communicate effectively with all levels of users on ~~both IT and~~ A/V related projects.

Operate modern office equipment including computer equipment and software.

Operate a motor vehicle safely.

Ability to:

Maintain TriCaster system, Nexus, and QSC equipment.

Operate Granicus system, including live streaming and archiving meeting footage.

Advise and provide interpretation to others on the application of policies, procedures, and standards to specific situations.

Work flexible hours, including evenings and weekends, as required.

~~Analyze and solve network problems.~~

~~Perform network cabling.~~

~~Perform hardware installations on PC's.~~

~~Maintain stand alone and network printers.~~

~~Install and configure Phone System Programs, such as Shortel.~~

~~Analyze and categorize data and information in order to determine the relationship of the data with reference to established criteria/standards.~~

~~Remotely troubleshoot technical issues.~~

Read and understand professional manuals, journals, and literature.

Prioritize requests for service.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Minimum Qualifications:

Experience:

Two years of videography and photography production and editing, ~~and any PC and/or~~ social media related technical support experience.

Training:

Bachelor's degree from an accredited college or university in radio, television, film, computer science, information technology, or related field.

License or Certificate:

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

~~Possession of CompTIA A+ Certificate.~~

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment; ability to sit, stand, walk, kneel, crouch, stoop, squat, crawl, twist, climb, and lift 50 lbs.; exposure to mechanical hazards and electrical hazards; ability to travel to different sites and locations.

Effective Date: ~~October~~ ~~September~~ 202417



CITY OF PERRIS

10.I.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: October 8, 2024

SUBJECT: Purchase of a fully enclosed 23' x 13' MAX Mobile Light-Emitting Diode (LED) Screen and Trailer from Insane Impact for use of City special events, recreation activities and performing arts programs.

REQUESTED ACTION: That the City Council approve the purchase of a Max Mobile Light-Emitting Diode (LED) Screen and Trailer from Insane Impact for a total amount of \$219,000.

CONTACT: Arcenio Ramirez, Interim Parks & Community Services Director *AR*

BACKGROUND/DISCUSSION:

The Parks & Recreation Committee tasked the Parks and Community Services Department with exploring potential upgrades to the existing mobile Light-Emitting Diode (LED) screen. This initiative is motivated by the growing popularity of the "Movies in the Park" series and the growing use of the LED screen in city-wide events.

To facilitate the purchase of a new, upgraded model, the City plans to trade in its current LED screen valued at \$60,000. This action is in accordance with City Ordinance No. 1341, which grants the City Manager or their designee the authority to sell, trade, or dispose of equipment that is no longer suitable for use by the City, for the benefit of the community. The Parks & Recreation Committee approved this motion during its meeting on August 16, 2023.

The new screen will be larger (23' x 13') compared to the existing model (10' x 17'), providing a substantial improvement in viewing capacity. With community engagement activities on the rise, upgrading the LED screen by 129 square feet is essential to meet the heightened expectations of our residents. The proposed upgrade will provide superior display quality, higher resolution, and improved visibility, enhancing the viewing experience at large outdoor events, where clarity and crisp visuals are crucial for effective audience engagement. The new screen will be larger and enclosed, offering protection from environmental elements and ensuring durability during transportation to and from events. The redesign will also extend the equipment's lifespan and reliability.

Insane Impact has been selected as the vendor for this upgrade due to past experience with this merchant and positive references. They are recognized as a leader in the mobile LED industry and

have a proven track record of successful collaborations with various government agencies across the United States. Their experience ensures that the City will receive high-quality service and support throughout the upgrade process. It is important to note that while Jumbotron provided the lowest bid, they did not offer sufficient evidence of their ability to fulfill the equipment requirements, including the necessary technical specifications and reliability metrics needed for our events.

By upgrading the LED screen, the City of Perris reaffirms its commitment to hosting high-quality public events that strengthen community spirit and engagement. This initiative is a vital step toward providing exceptional outdoor entertainment experiences for all residents. Staff recommends that the City Council authorize the purchase of the Max 2313 Enclosed Trailer LED screen from Insane Impact LLC. Funding for this purchase is available through the City's Public Arts Fund.

BUDGET (or FISCAL) IMPACT:

The cost for purchase of the upgraded mobile LED screen and trailer is \$219,000. This cost is to be appropriated from the City's Public Art Fund.

Prepared by: Juan Rodriguez, Community Services Supervisor

REVIEWED BY: Arcenio Ramirez, Interim Parks & Community Services Director

Assistant City Manager WFB

Assistant City Manager ER

Director of Finance MF

Attachments:

1. Bid summary
2. Equipment specifications

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



CITY OF PERRIS
COMMUNITY SERVICES

Attachment 1



CITY OF PERRIS

COMMUNITY SERVICES

Bid Summary

Product: Fully Enclosed 23 x 13 Mobile LED Screen

Description: A single sided, fully enclosed MAX 23 x 13 Mobile LED screen and trailer. LED trailer panels, LED trailer production box, 20 KW SI diesel generator, weatherproof audio package, custom trailer wrap, training, sales tax, and delivery.

Vendor:	Price
1) Insane Impact	\$219,000.00
2) Jumbotrom.com	\$129,600.00
3) Outdoor LED Rentals	Unresponsive



CITY OF PERRIS
COMMUNITY SERVICES

Attachment 2



DATE 9.20.2024

QUOTE TO

Rachel Pinedo
 Community Service Supervisor
 City of Perris
 101 North D Street
 Perris, CA 92570
 951-943-6603x 286
rpinedo@cityofperris.org

QUOTE FROM

Insane Impact
 Tod Puetz
 2480 Berkshire Pkwy, Suite A
 Clive, IA 50325
 515.447.2922
tpuetz@insaneimpact.com

Single Sided Enclosed 23' x 13' Mobile LED Trailer

Model	Cost	QTY.	Total
MAX 2313 BP - Enclosed Trailer footprint: 30' L x 8' W x 10' H Two section screen with hydraulic pump 360 degree rotation with 12' trim height Tandem 9k torsion axles with electric brakes Onboard storage box: measuring 36" x 27" x 31" (4) 5000 Lb. Electric Downriggers P.E. stamped 45 mph wind rating Trailer weight: 18,000 lbs	\$229,000.00	1	\$229,000.00
LED Trailer Panels IP67 Rated Panels: 6.67mm (960x960) Brightness: 7500 nits Screen resolution: 1008x576p Operating life: 100,000 hours Spare parts including: modules, hubpacks, and data/power jumpers	Included	1	
LED Trailer Production Box IP67 rated enclosure with exhaust fan: 30" x 30" x 34" 2U storage drawer Furman M-8Lx Merit X Series 8 outlet power conditioner Novastar VX1000 LED controller 4x1 with audio extractor HDMI switch Patch panel: includes 2 hdmi inputs, 1 sdi input, 1 sdi output Dell inspiron 14 5000 laptop	Included	1	
Optional Add-Ons			
Scorevision Core	\$0.00		\$0.00
Power: PowerTech 20KW SI diesel generator + 30 gal fuel tank	\$28,000.00		\$28,000.00
Audio: Weatherproof audio package (see attachment)	\$13,000.00		\$13,000.00
Internet: Starlink Flat High Performance Dish	\$0.00		\$0.00
Custom trailer wrap	\$3,000.00		\$3,000.00
11 Year parts/5 year on site LED Warranty			
5 Year Trailer Warranty			
3 Year Generator Warranty			
Electronics: Manufacturer warranty			
	SUBTOTAL		\$273,000.00
Less Trade IN Value - 2020 Max XXL - VIN#1D91A2122LB823094	Trade-IN Value		-\$60,000.00
Delivery: \$4.50 per Mile - 1 way from Des Moines, IA	DELIVERY & TRAINING		\$6,000.00
Payment terms: 60% down payment upon PO / 40% due upon delivery	TOTAL		\$219,000.00

Due to challenges in the global supply chain, and price increases for many raw goods and materials, we expect to have price increases in 2023. All pricing is subject to change.

Thank you for the opportunity to earn your business!

Insane Impact Warranty

Client Sign-Off Form



Dynamic Visual Solutions, LLC

Limited Lifetime Extended Warranty



All Insane Impact products are warranted to the original purchaser to be free of defects in products from date of purchase at the original installation location as follows. The purchase of Insane Impact products constitutes the Customer's acceptance of all warranty terms and conditions as listed in this limited warranty statement. All aspects of warranty are contracted and fulfilled with the OEM LED manufacturer, DVS. Insane Impact will help administer and fulfill all service requests as the official dealer of sale.

Product	Warranty Period	Coverage
LED Panels (DioPlex-HO, D, CG Models)	11-Years/100,000 Hours* (Whichever Comes First)	Manufacturing Defects, Components, Pixel/IC Chip Failure (Parts Only)
Service Labor	5-Years (1,825 Days)	Manufacturing Defects, Internal Component Replacement, Diagnostic (Non-Maintenance)
Video Processors (NovaStar)	N/A	As Warranted by NovaStar
Rigging Hardware/GSR	1-Year	Manufacturing Defects (Parts Only)
Cables & Accessories	30-Days	Manufacturing Defects (Parts Only)

*Hours based on constant $\leq 60\%$ brightness.

Non-Warranty Service

If it is determined that the product does not meet the terms of our warranty, you will be billed for labor and materials, as well as applicable shipping, insurance, and travel costs. Appropriate shipping charges will be applied. Payment in advance of repair is required by credit card. Insane Impact will contact you and inform you of the cost of the repair before any work is completed.

During this period, Insane Impact will, at its discretion, repair or replace the defective component of a unit or replace it with a new or rebuilt one of equal model and product classification. Dynamic Visual Solutions will bear labor and shipping costs for all repairs completed by its authorized service personnel subject to exclusions within the stated warranty terms above. This warranty is not a maintenance contract. Registration is required within 30 days of installation to receive the terms of this warranty.

The warranty does NOT cover:	
Damage due to abuse, misuse, accident, or normal wear and tear.	X
Improper installation workmanship by user or 3rd parties.	X
Products used or installed in conditions or environments exceeding specified application type.	X
Customer supplied power, data, or rigging.	X
Units on which the product or its sticker has been removed or altered.	X
Units that have been serviced and/or tampered with by user or other unauthorized personnel.	X
Labor for module or component installation replaced by user or integration personnel.	X
Damage from exposure to extreme environmental/atmospheric conditions including but not limited to severe weather, natural disaster, salinity or pressure or other conditions which exceed the product's ingress protection rating.	X
Failure to perform periodic maintenance of the product as specified by Insane Impact or its manufacturer.	X
3rd party installation, hardware or auxiliary equipment.	X
Color and/or brightness consistency without compromising basic product functionality.	X

All implied warranties, including warranties on merchantability and fitness, are limited in time to the length of this warranty. The terms of this warranty are applicable to the original purchasing end-user and products installed at their original, location. Any warranted products relocated from the original installation point shall be subject to review, on-site inspection and approval by Insane Impact to maintain the validity of this warranty subject to local state laws.

Marine/coastal and/or extreme outdoor environment installation and/or use must be pre-approved by Insane Impact's manufacturer, and a special corrosion-resistant coating and sealing process (available at an additional cost) is required to be applied to the fixture before installation and/or use. Such installation and/or use without Insane Impact's preapproval may void this warranty. Insane Impact and its manufacturer's liability is strictly limited to the repair and/or replacement of its product or component. Insane Impact shall in no way be held liable for incidental or consequential damages resulting from the use of their product or its software, including, without limitation, damages from loss of business profits, downtime costs, business interruption, loss of business information, or other pecuniary loss. Insane Impact will ship repaired and/or replacement components best way at its sole discretion, purchaser is responsible for any expedited shipping costs.

By initialing here, _____
you confirm that you have reviewed
and understand the contents of this
section of the warranty document

Rack Component Warranty Schedule



Rack Equipment

Mfg Warranty (Limited)

REI 4x1 HDMI Switcher	2 Years
Dynacord Amplifiers	3 Years
Denon DN-312x 12-Channel Line Mixer	1 Year
Denon DN-500DMKII Professional Blu-ray Disc and Media Player	1 Year
NovaStar VX Series Processors	3 Years
DDB Rack Enclosure	15 Years
ElectroVoice Speakers	5 Years
Dell Inspiron 14 Laptop	1 Year Parts, 3 Years Software

Power Options

GENMAX GM9000iE	1 Years
PowMR Battery Package	5 Years
Power Tech Generator	2 Years

LED Spare Parts Package

Receiving Card	11 Years
Modules	11 Years
Power Supply	11 Years
Hub Board	11 Years

Accessories

Starlink	2 Years
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Electronics Limited Liability Warranty



1. The Manufacturer guarantees that products, which are used under normal circumstances and according to instructions of use and the applicable legislation, will function properly and are manufactured of defect-free materials.
2. The warranty period for all electronics will be a manufacturer's warranty or otherwise stated in this document unless otherwise limited or agreed upon for a specific product or a product batch. The warranty period goes into effect the day the end user receives the product.
3. When receiving the delivery, those preceding the end user, in the supply chain as well as the end user are to carefully inspect that the shipment is according to the packing list and technical documentation and that no visible damages occur. Insane Impact, LLC is to be informed of any deviations immediately.
4. The warranty liability covers the repair or replacement of the defected product, including freights, forwarding and other direct costs linked with delivery of the repaired or replaced product under warranty.
5. The warranty repair shall be made by Insane Impact, LLC or Insane Impact, LLC's authorized representatives, who, when needed, shall replace the defected product in whole or in part with a new product. The pre-condition of the liability to carry out a repair under the warranty, if Insane Impact, LLC so demands, is that the defected product or the defected part of the product is returned to Insane Impact, LLC or a third party nominated by Insane Impact, LLC.
6. **The Warranty is Limited as Follows:**
 - A. The warranty liability does not cover the cost of dismantling the defective product or the cost of assembling the repaired and/or replaced product., nor does it cover the cost of any direct or indirect losses resulting from dismantling or re-assembling equipment not considered defective.
 - B. Insane Impact, LLC's liability does not cover damages or defects which could have been detected in the inspections specified in paragraph 3 above, or consequences of such matters.
 - C. Insane Impact, LLC has fulfilled its obligations according to warranty in respect with the defected product when Insane Impact, LLC has delivered a new product as replacement or returned the duly repaired product.
 - D. After the termination of the warranty period Insane Impact, LLC shall be liable for only such defects
 - E. Insane Impact, LLC's contracting party is to limit its own warranty liability accordingly in its terms of sale.
 - F. Insane Impact, LLC's warranty is limited up to the listed terms, scope and availability of each individual manufacturer in regards to its specific product and warranty.

Insane Impact, LLC Product Liability

1. Insane Impact, LLC shall not be liable for damages to products and damages to third-party equipment, staff, and products caused by products according to current product liability laws and these conditions. Both parties shall have sufficient product liability insurance.
2. Insane Impact, LLC shall not be liable for indirect losses and pure financial losses, lost profit, or other consequential economic losses.
3. Insane Impact, LLC shall not be liable for damages caused by negligence of a contracting party or a third party and not for damages caused by the use of the product for other purposes than it is intended use
4. Insane Impact, LLC shall not be liable for damages caused by raw materials, or "designs of work methods instructed by the purchaser.

Insane Impact, LLC Spare Parts Allotment

	MAX 106	MAX 106 DS	MAX 127	MAX 169	MAX 1710	MAX 2313 BP	MAX 2313 GN
Modules	1-Left,1-Right	2-Left, 2-Right	3	3-Left, 3-Right	5	5-Left, 5-Right	11
Hubs	2	2	2	2	2	2	4
Receiving Cards	2	2	2	2	2	2	4
Power Supplies	2	2	2	2	2	2	4
Cables	1	1	1	1	2	2	3

By initialing here, _____
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Warranty FAQs

What is the duration of the product warranty?

- LED panel warranties range anywhere from five (5) to eleven (11) years depending on the product selected. The trailer frame and all components includes a 5-year warranty from date of delivery. Generators include a manufacturer warranty ranging from 2-3 years from the date of purchase.

If I have a questions that is not covered here, what should I do?

- For any further questions regarding the Insane Impact warranty, please contact Insane Impact Customer Service at service@insaneimpact.com or (515) 349-7708. Our team is available to assist you.

How do I make a warranty claim?

- To make a warranty claim, please contact Insane Impact customer service at service@insaneimpact.com or (515) 349-7708 and provide a detailed description of the issue.

What happens if our screen is impacted by inclement weather or natural disaster?

- In the event that your screen gets hit with thunder, lightning or extreme weather, the customer is responsible for the cost of extra spare parts and labor for the installation of the screen. Oftentimes your insurance policy will help cover those perils. However, each screen comes with a 5% spare parts allocation to help cover the damaged items.

How do I submit an RMA if I have defective spare parts that need to be fixed and/or replaced? You will need a section for Dose, PowerTech, or DVS.

- To request an RMA for service or repair, please contact Insane Impact Technical Support via service@insaneimpact.com or visit <https://insaneimpact.com/owners-portal/support/>. Include a detailed description of the issue you are experiencing to obtain an RMA number. Insane Impact will then work with relevant parties to resolve the issue.

What is the wind rating for my LED trailer? Is engineering approved for all 50 states?

- LED trailer assembly is code compliant for wind loading up to a gust wind speed of 45 mph. The screen should be lowered and secured when gust wind speeds exceed 45 mph.

What upgrade options are available to me outside of my standard trailer purchase?

- Potential upgrade options include generator(\$20,000), audio systems(\$ Cost here), signage(\$1,400), Starlink internet(\$1,400), and custom paint color(\$2,500). All of these are available at an additional cost.

How long does it take to set up and tear down my trailer?

- Setup for a typical event will take anywhere from 15-30 minutes from the time you unhook the trailer, to when the screen is raised, rotated, and displaying content.

What kind of rental opportunities are available to Insane Impact partners who are interested in further partnership with Insane Impact?

- Upon purchase of an LED trailer from Insane Impact, customers are added into our nationwide rental partner database. When Insane Impact receives a rental inquiry, we will reach out to our partners in the rental location and collaborate with them on the event.

Assuming Insane Impact labor is unavailable to help support me on-site, how long would it take me to replace defective parts on my trailer?

The time required to replace defective parts varies: LED modules take about one minute, while the hub board, receiving card, and power supply take around five minutes. For more detailed instructions and support, including a spare parts training video database, visit our [Support Portal](<https://insaneimpact.com/owners-portal/>).

What are the most encountered warranty claims or RMAs?

- The most encountered warranty claims typically include the items in the LED cabinet assembly consisting of modules, power supplies, hub boards, and receiving cards.

What is included in my LED trailer purchase?

Each LED screen trailer from Insane Impact features a high-resolution LED display mounted on a custom-built trailer chassis with stabilizers for secure placement. The trailer includes a hydraulic lift system for optimal viewing angles, an equipment rack for housing AV gear, and onboard storage compartments for cables and spare parts. Additionally, every trailer comes with a 5% spare parts allocation, including LED modules, receiving cards, hub boards, power supplies, and cables, all organized in a self-contained tote for easy identification.

What constitutes the official start date of my warranty across all components on my LED trailer?

- All warranties for each respective product (trailer frame, generator, production rack, LED and accessories) start upon the day of delivery to the client or pick-up from Insane Impact HQ. Once the customer has completed their complimentary training from an Insane Impact certified staff member, the warranty timeframe will begin officially as the date of record.

What are the average turn times for an RMA? (Mods, hubs, data/power, receiving cards, power supplies)

From point of shipment, all spare parts typically will be replaced, repaired and delivered back to the customer within the following timeframes (subject to change):

Spare Part Type	DioPlex-+
LED Module	4-6 weeks
Power Supply	1 week
Receiving Card	1 week
Hub Boards	1 week
Power Cables	1 week
Data Cables	1 week

Spare Part Type	DioPlex-HD
LED Module	4-6 weeks
Power Supply	1 week
Receiving Card	1 week
Hub Boards	1 week
Power Cables	1 week
Data Cables	1 week

What are the costs for each part if I lose my spare parts? (need to do it for DP-3,4 and DP-6,10)

DioPlex HD-3

Spare Part Type	Cost/Unit
LED Module	\$179.50
Power Supply	\$79.75
Receiving Card	\$33.00
Hub Boards	\$178.75
Power Cables	\$93.50
Data Cables	\$38.50

DioPlex HD-4

Spare Part Type	Cost/Unit
LED Module	\$149.50
Power Supply	\$79.75
Receiving Card	\$33.00
Hub Boards	\$178.75
Power Cables	\$93.50
Data Cables	\$38.50

DioPlex HO-5

Spare Part Type	Cost/Unit
LED Module	\$199.50
Power Supply	\$79.75
Receiving Card	\$33.00
Hub Boards	\$178.75
Power Cables	\$93.50
Data Cables	\$38.50

DioPlex HO-6

Spare Part Type	Cost/Unit
LED Module	\$149.50
Power Supply	\$79.75
Receiving Card	\$33.00
Hub Boards	\$178.75
Power Cables	\$93.50
Data Cables	\$38.50

DioPlex HO-10

Spare Part Type	Cost/Unit
LED Module	\$124.50
Power Supply	\$79.75
Receiving Card	\$33.00
Hub Boards	\$178.75
Power Cables	\$93.50
Data Cables	\$38.50

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Dose Steelworks, Inc - Limited Warranty



Dose Steelworks, Inc. 324 Factory Outlet Dr. Story City, IA 500248 (Warrantor) warrants to the ORIGINAL CONSUMER PURCHASER (PURCHASER) for a trailers manufactured. Warranty terms and conditions are as follows:

Mobile LED Max Series Products - MAX127, MAX1710, MAX2313 Steel Trailer Frames

TRAILER (the PRODUCT) shall be free of DEFECTS in materials and workmanship of the FRAME attributable to Warrantor for a period of FIVE (5) YEARS from the date of purchase (WARRANTY PERIOD) by PURCHASER.

Excluded from the FRAME Warranty on the products specified above, are components to include electrical, hydraulic, sealant, and paint, which are warranted from the date of purchase by the Original Purchaser as follows:

- WIRING AND ELECTRICAL for a ONE (1) YEAR period
- HYDRAULIC COMPONENTS for a ONE (1) YEAR period

Mobile LED Max Series Products - MAX 169 Steel Trailer Frames

TRAILER (the PRODUCT) shall be free of DEFECTS in materials and workmanship of the FRAME attributable to Warrantor for a period of Three (3) YEARS from the date of purchase (WARRANTY PERIOD) by PURCHASER.

Excluded from the FRAME Warranty on the products specified above, are components to include electrical, hydraulic, sealant, and paint, which are warranted from the date of purchase by the Original Purchaser as follows:

- WIRING AND ELECTRICAL for a ONE (1) YEAR period
- HYDRAULIC COMPONENTS for a ONE (1) YEAR period

Mobile LED Max Series Products - MAX 106 Steel Trailer Frames

TRAILER (the PRODUCT) shall be free of DEFECTS in materials and workmanship of the FRAME attributable to Warrantor for a period of One (1) YEAR from the date of purchase (WARRANTY PERIOD) by PURCHASER.

Excluded from the FRAME Warranty on the products specified above, are components to include electrical, hydraulic, sealant, and paint, which are warranted from the date of purchase by the Original Purchaser as follows:

- WIRING AND ELECTRICAL for a SIX MONTH period
- HYDRAULIC COMPONENTS for a SIX MONTH period

All Mobile LED Max Series Trailers;

1. PAINT for a ONE (1) YEAR period. Paint Warranty Does not cover Wear, misuse, Rock Chips, Deterioration and/or Damage from Road Elements, Improper wash solvents, salt, Sand, and/or Weather conditions. Any Damage caused by or attributed to any act of God whatsoever is not covered by Manufacturer's Warranty.
2. Tires Warranty claims must be made directly to the Tire Manufacturer.
3. All other components supplied by external manufacturers follow the supplying manufacturer's warranty

Warrantor is not responsible for claims relating to the following: (1) overloading to exceed GVWR, (2) trailer rental; (3) defacing: scratches, dents, chips, tears, and defacing on any surface not caused by Warrantor; (4) routine maintenance; (5) damage from unauthorized repairs, abuse, misuse or neglect; (6) damage caused from improper hitch ball or tow vehicle hook up; (7) vibration, water damage, freezing breakage, or other damage to the contents of any trailer, regardless of cause; Dose Steelworks, Inc. reserves the right for final determination whether or not the product has been abused or misused by the Purchaser.

Any modification, alteration, or repair to any product manufactured by Dose Steelworks, Inc. without their prior knowledge and written consent will void the manufacturer's warranty.

This warranty is not transferable by the original purchaser. Dose Steelworks, Inc. reserves the right to modify or improve its products covered by this warranty.

Warrantor's Obligation - How to Get Warranty Service

Warrantor shall elect to remedy defects in materials and workmanship caused by Warrantor by repair, replacement or refund, if replacement or repair is not possible. All defective products shall be delivered to Warrantor's address listed above unless prior written approval is obtained from Warrantor. Warrantor may, as its option, select another qualified location for the repair to be completed. Warrantor will not be obligated, in any way, to pay for any repairs made without its specific approval. All costs incurred in shipping or delivering the products for warranty service shall be borne by the Purchaser. Warrantor shall remedy defects within a reasonable time, not to exceed sixty (60) days after delivery by Purchaser.

Purchaser's Obligations

Purchaser must complete and return to Warrantor the attached Warranty Card within fifteen (15) days of purchase to obtain warranty service. Purchaser must notify the Warrantor, at the above address, of any defects within fifteen (15) days after it is, or should have been discovered. Purchaser must pay all services, towing and transportation charges incurred to obtain warranty service.

Disclaimer of Consequential and Incidental Damages

THE ORIGINAL PURCHASER OF WARRANTOR'S PRODUCT AND ANY PERSON TO WHOM THE PRODUCT IS TRANSFERRED, AND ANY PERSON WHO IS AN INTENDED USER OR BENEFICIARY OF THE PRODUCT SHALL NOT BE ENTITLED TO RECOVER FROM WARRANTOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT. EXCLUDED DAMAGES INCLUDE LOSS OF USE OF TRAILER, DAMAGE TO CONTENTS OF TRAILER, LOSS OF REVENUES OR ANY OTHER COMMERCIAL LOSSES, SUBSEQUENT USE OF RENTAL EQUIPMENT, LOSS OF TIME AND INCONVENIENCE.

Limitation and Disclaimer of Implied Warranties

WARRANTOR EXPRESSLY LIMITS THE DURATION OF ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OTHER IMPLIED WARRANTIES TO THE WARRANTY PERIOD. THE WARRANTOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AFTER EXPIRATION OF THE WARRANTY PERIOD. There is no warranty made by Warrantor beyond that contained in this Warranty. No person has authority to enlarge, amend or modify this Warranty.

Design Changes

Warrantor reserves the right to change the design of its products from time to time without notice and with no obligation to make corresponding changes in its products previously manufactured.

Legal Remedies of Purchaser

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE. No action to enforce this Warranty shall be commenced later than six (6) months after the discovery of any defect or after expiration of the Warranty Period.

Submission of Registration

You may mail, or email this form to Dose Steelworks, Inc. directly.

Contact Information

Phone: 515-337-2577
Email: info@dosesteel.com

Dose Steelworks, Inc
PO 234 Factory Outlet Dr
Story City, IA 50248

By initialing here, _____
you confirm that you have reviewed
and understand the contents of this
section of the warranty document

Dose Steelworks, Inc - Extended Limited Warranty



Dose Steelworks, Inc. 324 Factory Outlet Dr. Story City, IA 500248 (WARRANTOR) warrants to the original consumer purchaser (PURCHASER) for a period from the date of purchase by PURCHASER (WARRANTY PERIOD) on Mobile LED Max Series Product; MAX 127 Platform. This extended warranty provides an extended time frame on the standard limited warranty. (see Limited Warranty) The outline of extended timelines and components covered are listed below.

Coverage With Purchase of Extended Warranty

	Trailer Frame	Paint	Wiring/ Electrical	Axles	Jacks	Hydraulic Components	Travel Allocation
MAX 127	10 Year	3 Year	5 Year	5 Year	5 Year	2 Year	One way mileage Federal mileage rate
MAX 169	5 Year	2 Year	2 Year	3 Year	3 Year	1 Year	One way mileage Federal mileage rate
MAX 1710	10 Year	3 Year	5 Year	5 Year	5 Year	2 Year	One way mileage Federal mileage rate
MAX 2313	10 Year	3 Year	5 Year	5 Year	5 Year	2 Year	One way mileage Federal mileage rate

Coverage With Standard Limited Warranty

	Trailer Frame	Paint	Wiring/ Electrical	Axles	Jacks	Hydraulic Components	Travel Allocation
MAX 127	5 Year	1 Year	1 Year	1 Year	1 Year	1 Year	None
MAX 169	3 Year	1 Year	1 Year	1 Year	1 Year	180 Days	None
MAX 1710	5 Year	1 Year	1 Year	1 Year	1 Year	1 Year	None
MAX 2313	5 Year	1 Year	1 Year	1 Year	1 Year	1 Year	None

Scope of The Warranty

1. This warranty and its services only apply to units located within the 48 contiguous United States.
2. This limited extended warranty does not extend to:
 - a. Wearable parts; brake linings, wheel bearings, internally greaseable components, tires, etc.
 - b. Claims relating to the following: (1) overloading to exceed GVWR, (2) trailer rental;(3) defacing: scratches, dents, chips, tears, and defacing on any surface not caused by WARRANTOR; (4) routine maintenance; (5) damage from unauthorized repairs, abuse, misuse or neglect; (6) damage caused from improper hitch ball or tow vehicle hook up; (7) vibration, water damage, freezing breakage, or other damage to the contents of any trailer, regardless of cause; WARRANTOR reserves the right for final determination whether or not the product has been abused or misused by the PURCHASER.

- c. Paint Warranty does not cover wear, misuse, Rock Chips, Deterioration and/or Damage from Road Elements, Improper wash solvents, salt, Sand, and/or Weather conditions. Any Damage caused by or attributed to any act of God whatsoever is not covered by Manufacturer's Warranty
3. WARRANTOR reserves the right to invalidate this warranty:
- a. If repairs or other interventions are performed by persons not authorized by WARRANTOR or to take such action, or the product has been altered in any way.
4. WARRANTOR will decide whether the rectification of defect(s) will take the form of a repair or replacement.
5. Replacement items may or may not be exact as original due to manufacturer's changes.
6. Services provided/performed under this warranty do not commence a new warranty period. The warranty of any new parts fitted ends with the expiry of the original warranty period.
7. To receive service under this warranty, the PURCHASER must show proof of purchase of extended warranty and vehicle needing service must be registered by PURCHASER to WARRANTOR within 30 days of original purchase date.

Warrantor's Obligation-How to Get Warranty Services*

Warrantor shall elect to remedy defects in materials and workmanship caused by WARRANTOR by repair, replacement or refund, if replacement or repair is not possible. All defective products shall be delivered to WARRANTOR's address listed above unless prior written approval is obtained from WARRANTOR. WARRANTOR may, as its option, select another qualified location for the repair to be completed. The WARRANTOR will not be obligated, in any way, to pay for any repairs made without its specific prior written approval. WARRANTOR shall remedy defects within a reasonable time, not to exceed sixty (60) days after delivery by PURCHASER.

Disclaimer of Consequential and Incidental Damages

THE ORIGINAL PURCHASER OF WARRANTOR'S PRODUCT AND ANY PERSON TO WHOM THE PRODUCT IS TRANSFERRED, AND ANY PERSON WHO IS AN INTENDED USER OR BENEFICIARY OF THE PRODUCT SHALL NOT BE ENTITLED TO RECOVER FROM WARRANTOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT. EXCLUDED DAMAGES INCLUDE LOSS OF USE OF TRAILER, DAMAGE TO CONTENTS OF TRAILER, LOSS OF REVENUES OR ANY OTHER COMMERCIAL LOSSES, SUBSEQUENT USE OF RENTAL EQUIPMENT, LOSS OF TIME AND INCONVENIENCE.

- * All warranty work must be pre-approved by WARRANTOR
- ** All transportation costs must be pre-approved by WARRANTOR

By initialing here, _____
you confirm that you have reviewed
and understand the contents of this
section of the warranty document

PowerTech Generators Limited Warranty



Mobile Power Generators LLC dba Power Technology Southeast herein referred to as PowerTech warrants to you, the original end user, that each product of our manufacture is free from defects in materials and workmanship for the items and periods set forth below, and that each generator will deliver its rated output, at standard temperature and pressure, as indicated on The PowerTech brand nameplate, if properly installed, serviced, and operated under normal conditions in accordance with PowerTech's operating instructions.

The Warranty Coverage Terms

- 3 years from generator date of manufacture, 2 years from date of purchase or 3,000 hours of operation, whichever comes first;
- Parts, labor, including diagnostic labor, removal, and reinstallation are covered for the first 12 months from the date of purchase or 1,000 hours, whichever comes first.
- Engines used in the manufacture of PowerTech products are warranted solely by the engine manufacturer. In the case of repairs pertaining to the engine only, you must use an authorized dealer or distributor of that make of engine, to be covered under their warranty.
- Replacement Parts are warranted by the Parts manufacturer excluding the following: voltage regulators, fuses, controllers, capacitors, brushes, and switches which have no warranty. No labor charges paid on installation of replacement parts.
- Operation hours shown on the generator-mounted hour meter/controller shall be conclusive for the determination of number of hours referenced in this warranty, absent fraud, tempering or manifest error.

What PowerTech Will Do?

PowerTech will at its option, repair or replace any part covered by this warranty which becomes defective, malfunctions or otherwise fails to conform to this warranty under normal use and service during the term of this warranty.

What You Must Do to Obtain Warranty Service

In order to obtain warranty repairs:

- Power Tech must be notified, by telephone or e-mail, within five (5) business days of any product failure. Please provide the generators serial number and the operation hours shown on the generator mounted hour meter/controller;
- Deliver the product to an authorized PowerTech service dealer;
- Service dealer must obtain written authorization and an repair authorization number from PowerTech prior to any repair being performed;
- Failure to obtain authorization prior to the repair being performed will result in the claim being denied by PowerTech;

This Warranty **Does Not** Cover The Following

- A. Normal wear items, including but not limited to: turbo-chargers, fuel injector (s), starter, alternator, and electronic components, as well as normal engine and/or generator end and/or generator end bearings;
- B. Travel time and fuel or other transportation charges to and from the repair facility and travel time and fuel or other transportation charges for mobile service;
- C. Defects, malfunctions or failure resulting from improper installation , improper servicing, lack of performance of scheduled or required maintenance service;
- D. accidents, abuse, misuse, and improper storage
- E. Products which have been subjected to alteration, modification, neglect or unauthorized repairs;
- F. Troubleshooting, routine service, tune-ups, replacement of filters, belts, coolant, lubricants, hoses, clamps, exhaust system components, fuel system components, gaskets and/or seals;
- G. Electrical items damaged by welding or jump-starting;
- H. Installation of inverters and automatic transfer switches;
- I. Damage caused by water ingestion or electrolysis;
- J. Damage caused by ingestion of substances other than clean filtered air, fuel, or intake water, or use of contaminated oils, coolants or additives;
- K. Damage caused by faulty repairs performed by a repair facility or third party (including the purchaser) not authorized in writing by Power Tech;
- L. Damage caused by operation with improper fuel or at speeds, loads, conditions, modifications, or installation contrary to published specifications or recommendations;
- M. Original installation charges and startup costs;
- N. Removal and re-installation charges of more than 1-hour labor for outside units, 2-hours for compartment mounted units, and 3-hours for below deck marine units. Customer is responsible for equipment used for removal/reinstallation of generator (cranes, hoists, lifts, etc.) and for additional labor/charges due to difficult access, removal or installation;
- O. Starting batteries and labor or charges related to battery service;
- P. Loss of revenue or the rental of equipment due to down time;
- Q. Generator repairs made within the warranty period by other than an authorized PowerTech service dealer;

- R. Damage caused by negligent maintenance such as but not limited to: Failure to use the specified type and quantity of lubricating oil, cooling air flow, and proper coolant mixture and level. Failure to provide adequate air intake and/or maintenance of the air intake system. Failure to provide scheduled maintenance as prescribed in supplied manuals.
- S. Engine fluids such as fuel, oil or coolant/antifreeze.
- T. Shop supplies such as adhesives, cleaning agents, rags, paint, or other miscellaneous supplies;
- U. Use of other than factory supplied or approved repair parts or procedures. Replacement of a failed PowerTech component with a non-PowerTech component voids the PowerTech warranty on that component and any and all failures related to that component;
- V. Fuel injection pumps repaired by anyone other than the engine manufacturer's authorized dealer of that engine;
- W. Generator sets used in non-commercial, retail rental applications;
- X. Cleaning, service, or repair of generator sets that have not been kept free of dirt, debris, or other items that prevent the unit from being able to operate properly;
- Y. Any failure, including loss of excitation, due to prolonged storage;
- Z. Any damage attributed to low battery monitoring or automatic generator starting systems;
- AA. Optional accessories are warranted solely by the manufacturer of that item including but not limited to the following item: block heaters, oil pan heaters, electric cooling fans, air-bag isolators, compartment heaters, fuel tanks, trailers, battery chargers, battery monitors;
- BB. Any failure due to Wi-Fi, GPS, GSM, or connectivity;
- CC. Charges for any overtime, holiday or emergency labor you request.
- DD. Failures caused by any external cause or act of God, including without limitation, accident, theft, vandalism, collision, riot, acts of terrorism or sabotage, fire, freezing, lightning, earthquake, animals or insects, windstorm, hail, water or flood, tornado or Hurricane.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE. POWER TECH'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PARTS AS STATED ABOVE. IN NO EVENT SHALL POWER TECH BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES THAT ARE INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR FOR ECONOMIC LOSS, LOSS OF REVENUES, LOSS OF PROFITS, OR LOSS OF BUSINESS OPPORTUNITY, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, OR IS A DIRECT RESULT OF POWER TECH'S OWN ACTIONS OR INACTIONS.

To Obtain Warranty Service

For your nearest PowerTech authorized service dealer:
Visit us at www.powertechgenerators.com. Call us toll free at 800-760-0027 or write us at:

PowerTech Generators
Attn: Warranty Department
State Road 44
Leesburg, FL 34748 USA

General Conditions

This Warranty is the sole property of the original owner/purchaser/user of the vehicle in which the PowerTech brand generator is properly installed. A transfer of ownership of the generator in question shall terminate and void this Warranty.

By initialing here, _____
you confirm that you have reviewed
and understand the contents of this
section of the warranty document

PowMr Limited Warranty



Unit	Batteries	Inverter	Runtime at 90% Brightness	Battery Warranty	Inverter Warranty
MAX 127	2	6k	14 Hr	5 Years	2 Years
MAX 169	3	12k	16 Hr	5 Years	2 Years
MAX 1710	4	12k	16 Hr	5 Years	2 Years
MAX 2313	6	18k	16 Hr	5 Years	2 Years

Duration

5 Years from the date of Purchase.

Coverage

This warranty covers defects in materials and workmanship under normal use.

Exclusions

The warranty does not cover damage caused by improper use, unauthorized repairs, or normal wear and tear.

Claims Process:

To claim the warranty, contact our customer service at support@powmr.com with your purchase receipt and a description of the issue.

By initialing here, _____
you confirm that you have reviewed
and understand the contents of this
warranty document.

Genmax Limited Warranty



1. DURATION : One (1) year from the date of purchase by the original purchaser (retail customer) on products used solely for consumer applications; if a product is used for business, commercial, or industrial applications, the warranty per iod will be limited to ninety (90) days from the date of purchase.

2. WHO GIVES THIS WARRANTY (WARRANTOR): CHONGQING DINKING POWER MACHINERY CO., LTD

3. WHO RECEIVES THIS WARRANTY(PURCHASER):The original purchaser (other than for purposes of resale) of the Genmax's inverter.

4. WHAT PRODUCTS ARE COVERED BY THIS WARRANTY: Any portable generator supplied or manufactured by Warrantor.

5. WHAT IS COVERED UNDER THIS WARRANTY: Substantial defects on material and workmanship which occur within the duration of the warranty period.

6. WHAT IS NOT COVERED UNDER THIS WARRANTY: A. Transportation changes for sending the product to Warrantor or its authorized service representative for warranty service, or for shipping repaired or replacement products back to the customer; these charges must be borne by the customer. B. Damages caused by abuse, accident, shipping, misuse, overloading, modification, and the effects of corrosion, erosion and normal wear and tear. C. Warranty is voided if the customer fails to install, maintain and operate the product in accordance with the instructions and recommendations set forth in the owner's manual(s), or if the product is used as rental equipment. D. Pre-delivery service, i.e. assembly, oil or lubricants, and adjustment. E. Items or service that are normally required to maintain the product, i.e. lubricants and filters. F. Warrantor will not pay for repairs or adjustments to the product, or for any costs or labour, performed without Warrantor's prior authorization. EXCLUSIONS AND LIMITATIONS : Warrantor makes no other warranty of any kind, express or implied. Implied warranties, including warranties of merchantability and of fitness for a particular purpose, are hereby disclaimed. This warranty service described above is the exclusive remedy under this warranty; liability for incidental and consequential damages is excluded to the extent permitted by law.

7. RESPONSIBILITIES OF PURCHASER UNDER THIS WARRANTY: A. The purchaser must provide dated proof of purchase and must notify Warrantor within the warranty period. B. Deliver or ship the serviced generator or component to the nearest Warrantor's authorized service representative. Freight costs, if any, must be borne by the purchaser.

8. HAVE QUESTIONS?

Email: service@genmaxpower.com Phone: 866-960-2920

By initialing here, _____
you confirm that you have reviewed
and understand the contents of this
warranty document.

Comprehensive Warranty



First Name: _____

Email Address: _____

Last Name: _____

Phone Number: _____

Address: _____

Trailer Model: _____

Generator Make: _____

Trailer VIN: _____

Generator Model: _____

Panel Type: _____

Generator Serial#: _____

Batch#: _____

By signing below, you acknowledge and accept all of the warranties, terms, and conditions outlined in this document packet.

Customer Signature: _____ Date: _____



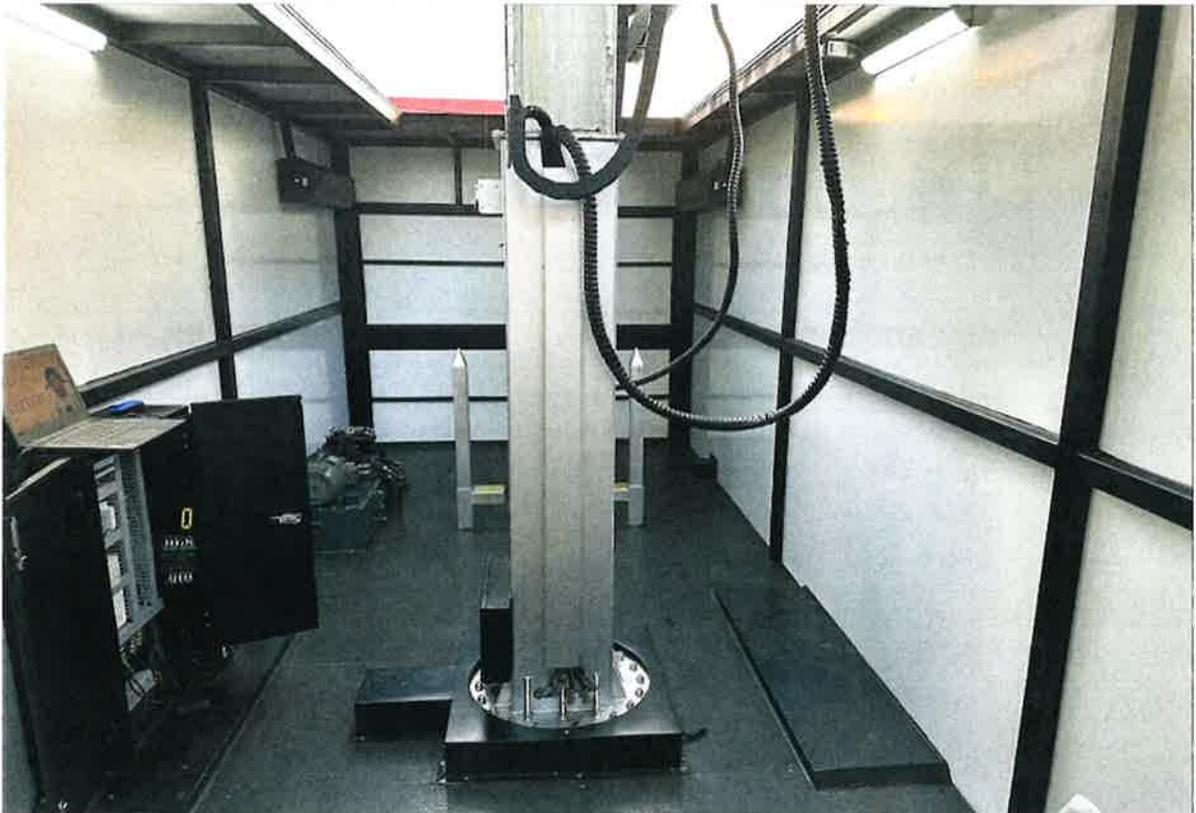
FileTEK USA LLC

Date: August 7, 2024
Sales Proposal for:
City of Perris
101 N. D Street
Perris, CA 92570

Offered by:
FileTEK USA, LLC DBA Jumbotron.com
2210 Riviera Lane
Wilmington, DE 19810

Contained herein is our proposal for one outdoor 6.67 MM ETL Jumbotron LED screen and an enclosed trailer delivered to your job site.

Please check our video of an enclosed trailer. <https://customer-nbg3edudmotn5u9s.cloudflarestream.com/514edf249961b86a030339a41999961d/watch>





- The Jumbotron screen is 22.97' feet wide x 13.1 feet high.
- The trailer has a hydraulic mast with folding (180 degrees), lifting (15') and rotating (360 degrees),
- Four extendable outriggers are included,
- This trailer is rated at "Wind Load 8" which is a gale force wind up to 65 MPH,
- The trailer comes with a 16 KW silent type diesel generator having EPA rating.
- The overall size of the trailer is 34' L x 7.2' W,
- The total weight of the trailer is 9,400 pounds,
- Easy to tow for a pickup truck with pintle hitch,
- The trailer has tandem axles with electric brakes,
- We have increased the trailer length to make room for a diesel generator,
- The viewing angle is 120 degrees vertical and horizontal,
- The refresh rate is 3840 HZ for seamless video experience (no buffering),
- The warranty is 5 years parts replacement (No Labor) for normal use. Accidents, abuse, and the like are excluded,
- You will receive lifetime support on the Jumbotron from Nova Star 24 x 7 Online, email and phone at no charge,
- Ingress Protection is IP65 (weatherproof),
- The viewing distance is a minimum of 15 feet and maximum of 300 feet,



FileTEK USA LLC

- Life span is about 100,000 hours,
- Spare parts are included,
- One 16 KW power distribution.
- We will configure one of your MS Windows computers with all software needed to operate the system and provide onsite training,
- One Nova Star VX400 Video Processor and one Nova Star TB50 controller,
- Operating systems include Windows, iPad, iPhone, Android,
- Four Speakers (200 Watts each) and an amplifier (1000) Watts.

The lead time from your deposit is about 12 weeks for delivery of the Mobile Jumbotron Screen with trailer.

SPARE PARTS:

10 Modules, 3,000 Beads, 4 receiving cards, 4 power supplies, 100 Masks, 50 IC Drivers and 2% wires and connectors.

Terms and Conditions:

FileTEK USA, LLC. Is not responsible for delays beyond its control. Moves, Adds or Changes to Jumbotron screen and trailer described in this quote will be invoiced separately.

COST:

The cost of the screen and trailer is \$129,600 delivered.

We accept business check, wire transfer or ACH for payment.

Terms: 50% deposit followed by 50% on shipping of the Jumbotron Trailer
\$64,800.00 deposit with your order followed by \$64,800.00 before shipping the Jumbotron Trailer.

The City of Perris

Approved BY: _____ Title _____ Date _____

FileTEK USA, LLC.

Approved by: _____ Title _____ Date _____

Karl Bittner, President

Rachel Pinedo

From: Jordan Hinton <jordan@outdoorrentals.com>
Sent: Monday, August 5, 2024 1:01 PM
To: Jordan Lubarsky; Rachel Pinedo
Cc: Jon Lewis
Subject: RE: LED Mobile Screen Trailer Request - City of Perris

Thanks so much for the intro Jordan!

Rachel, I will follow up with a quote for you in the coming days if that's ok. Would you like to speak beforehand about any particular specifications this unit will need to help service your events better? Just let me know what times work for you and I will make myself available.

Talk soon,



615-593-5655
jordan@outdoorrentals.com
outdoorledrentals.com
jordan@clubhouseeventgroup.com
clubhouseeventgroup.com

From: Jordan Lubarsky <jlubarsky@pixel-flex.com>
Sent: Monday, August 5, 2024 2:31 PM
To: Rachel Pinedo <RPinedo@cityofperris.org>; Jordan Hinton <jordan@outdoorrentals.com>
Cc: Jon Lewis <Lewis@pixel-flex.com>
Subject: Re: LED Mobile Screen Trailer Request - City of Perris

Hi Rachel,

While we do not provide turnkey trailer solutions, I have attached one of our partners (also named Jordan) who specializes in this area. He will be able to assist you further.

Please let us know if you ever have additional LED needs as we would be happy to help!

Thanks for reaching out!
Jordan

Jordan Lubarsky • Growth Development
PixelFLEX • Award Winning LED Solutions
t. 615.457.3540 | o. 615.903.2009
jlubarsky@pixel-flex.com | pixelflexled.com | [Book a Meeting with Me](#)
7500 Eastgate Blvd, Mount Juliet, TN 37122





If you have received this email in error, please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. Do not forward this e-mail. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. Do not forward this e-mail.



From: Rachel Pinedo <RPinedo@cityofperris.org>
Sent: Monday, August 5, 2024 12:13 PM
To: PixelFLEX Sales <Sales@pixel-flex.com>
Subject: LED Mobile Screen Trailer Request - City of Perris

Hello Pixel Flex,

The City of Perris is gathering quotes for a LED trailer for our Community Events. Can you please provide a quote for the following:
23 x 13 single-sided, fully enclosed mobile LED Screen and Trailer. This would include the unit to being fully operational. With the Screen, trailer, production box, generator, audio package, and spare parts.

Please advise if additional information is required to fulfill this quote request.

Thank you, kindly! 😊

Rachel Pinedo
Community Service Supervisor
City of Perris
101 North D Street
Perris, CA 92570
951-943-6603x 286
rpinedo@cityofperris.org





CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

10.J.

- MEETING DATE:** October 8, 2024
- SUBJECT:** Consideration of an Amended and Restated Agreement for Professional Services between the City of Perris and Blue Stone Management LLC (BSM) with a modified term, for Perris Downtown Skills Training and Job Placement Center Design and Construction Management Services.
- REQUESTED ACTION:** That the City Council 1) Re-approve the Amended and Restated Agreement for Professional Services between the City of Perris and Blue Stone Management LLC (BSM) with a modified term; 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
-

BACKGROUND/DISCUSSION:

On April 9, 2024, City Council approved an Amended and Restated Agreement for Professional Services between the City of Perris and Blue Stone Management LLC (BSM), for the Perris Downtown Skills Training and Job Placement Center (“Project”) design and construction management services (“Agreement”), in the amount of \$1,163,204. This Agreement clarified and restated the terms of the initial agreement (approved by the City Council on February 16, 2019) and accounted for previously approved Addendum No. 1 and Addendum No. 2, as well as an Addendum No. 3 proposal. The construction timeline was anticipated to be complete by July 31, 2024, so the Agreement carried an expiration date of August 31, 2024. Due to delays on the Project timeline and necessary re-design of certain minor components of the Project, the updated construction completion estimate is November 2024. With that, and as the Agreement has not been executed, this Amendment is incorporated as a direct revision to the expiration date, to December 31, 2024. This is the only revision to the Agreement as previously approved by the City Council, and there is no additional budget proposal associated with this request. BSM has continued to perform the full scope of services in order to preserve the quality of the Project construction.

Staff is recommending that the City Council re-approve the Amended and Restated Agreement for Professional Services between the City of Perris and Blue Stone Management LLC with a modified term, and authorize the City Manager or her designee execute all related documents, subject to City Attorney approval as to form.

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

Prepared by: Michele Ogawa, Director of Economic Development and Housing

REVIEWED BY:

Assistant City Manager: W/B

Assistant City Manager: ER

Director of Finance: 7/

- Attachments:
1. Project Site
 2. Project Plans (Elevations, Site Plan, and Floorplan)
 3. Copy of Amended and Restated Agreement for Professional Services between the City of Perris and Blue Stone Management LLC (BSM)

Consent: X

Public Hearing:

Business Item:

Presentation:

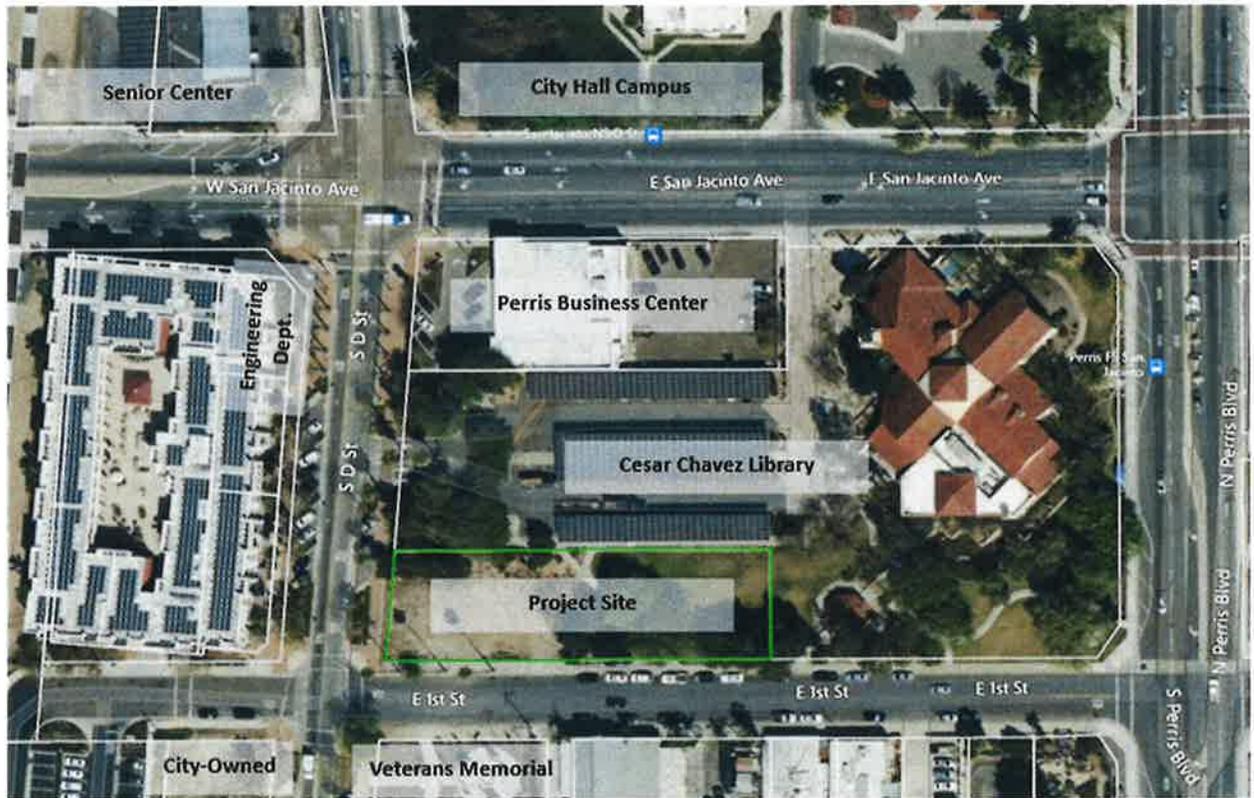
Other:

ATTACHMENT 1

Project Site

Project Site

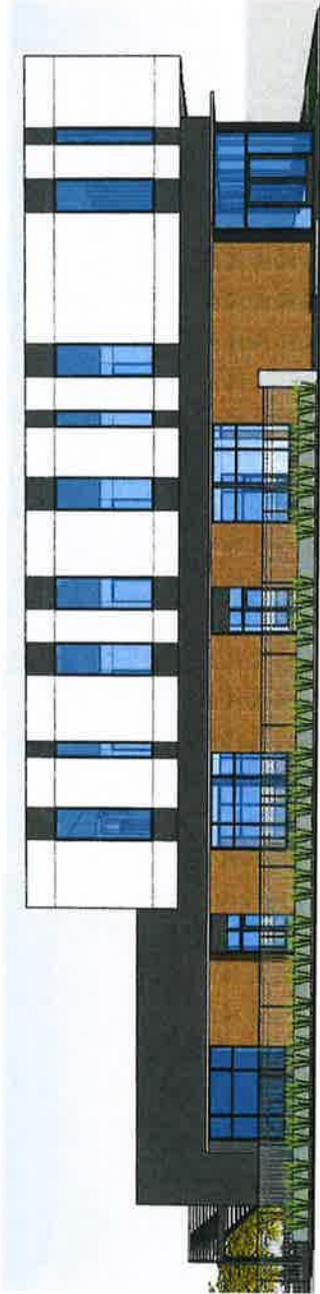
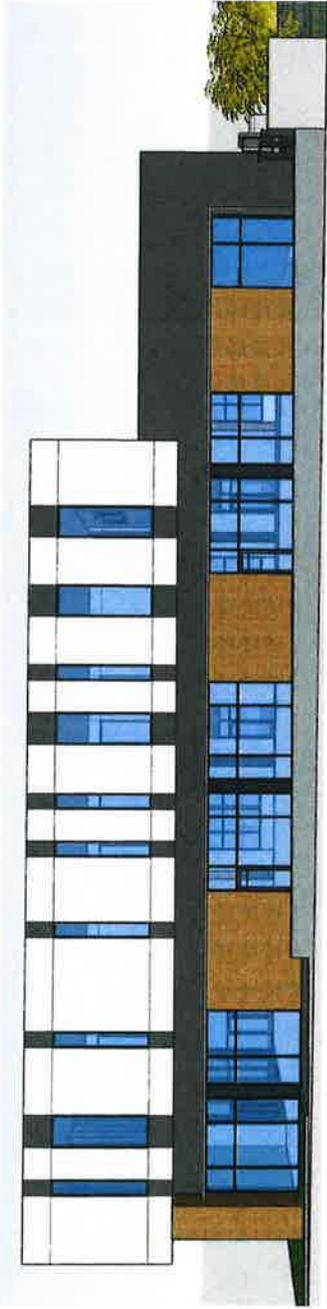
19 South D Street
APN 313-091-003



ATTACHMENT 2

Project Plans (Elevations, Site Plan, and Floorplan)

Elevations



PROJECT	19 SOUTH D STREET, PERRIS, CA 92570
CLIENT	ROLYN JONES
DATE	11/15/2017
CITY OF PERRIS	19 SOUTH D STREET, PERRIS, CA 92570
PROJECT NO.	19S00170
DATE	11/15/2017

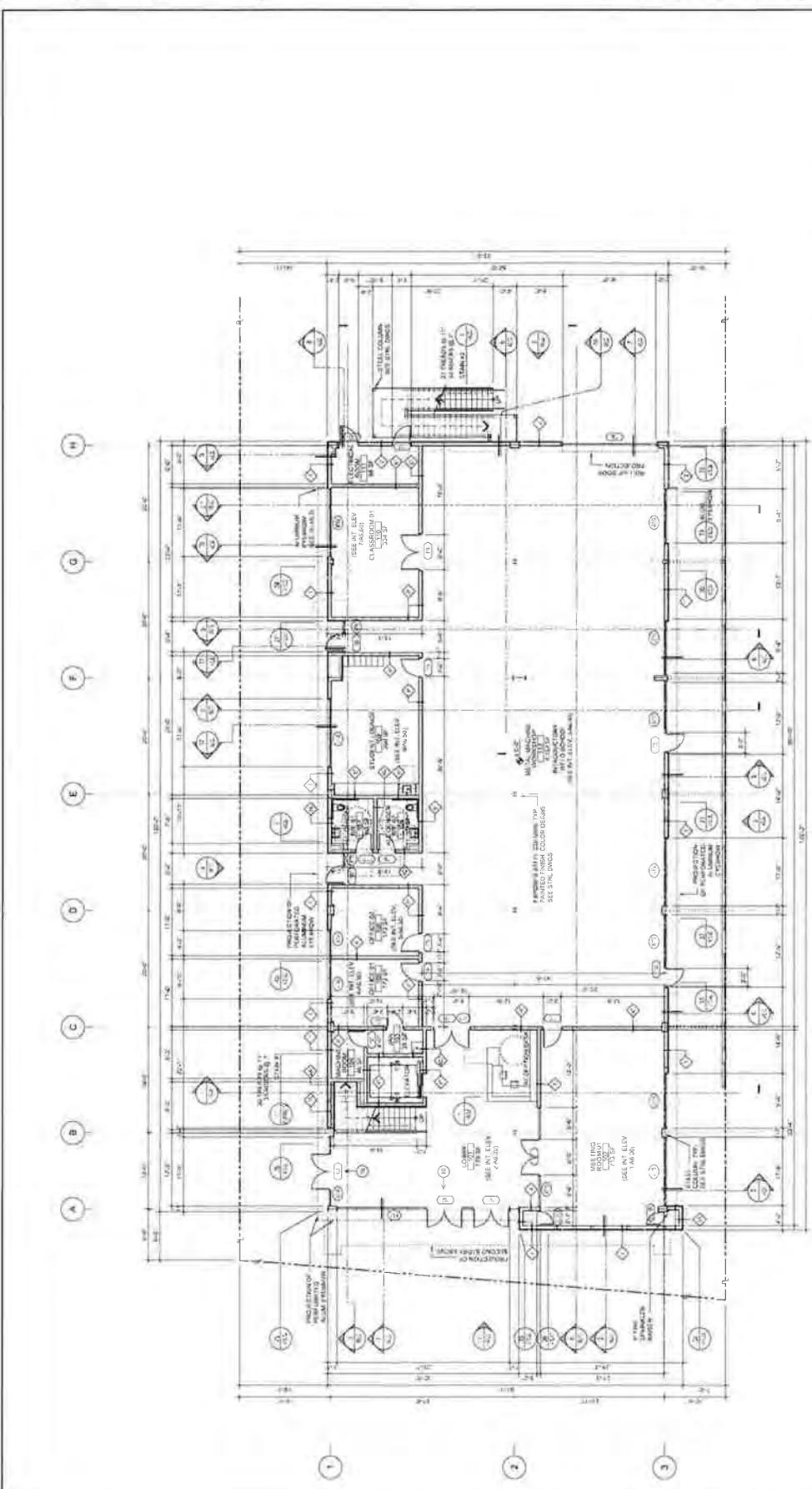
VALUE ENGINEERING
PERRIS DOWNTOWN
SKILLS TRAINING &
JOB PLACEMENT CENTER
 19 SOUTH D STREET, PERRIS, CALIFORNIA

NO.	REVISION	DATE
01	ISSUE FOR PERMITS	11/15/2017
02	REVISED PERMITS	11/15/2017
03	REVISED PERMITS	11/15/2017
04	REVISED PERMITS	11/15/2017
05	REVISED PERMITS	11/15/2017
06	REVISED PERMITS	11/15/2017
07	REVISED PERMITS	11/15/2017
08	REVISED PERMITS	11/15/2017
09	REVISED PERMITS	11/15/2017
10	REVISED PERMITS	11/15/2017



PROJECT	19 SOUTH D STREET, PERRIS, CA 92570
CITY OF PERRIS	19 SOUTH D STREET, PERRIS, CA 92570
PROJECT NO.	19S00170
DATE	11/15/2017

A3.00



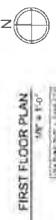
FIRST FLOOR PLAN
 19S00170
 11/15/2017

FLOOR PLAN LEGEND:

- NEW WINDOW-GLAZING. SEE WINDOW SCHEDULE ON A7, A9, A17, A19
- NEW WINDOW FRAME. SEE WINDOW SCHEDULE ON A7, A9
- INDICATES PROJECTION ABOVE OR BELOW
- METAL STUD WALL
- 1 HR. FIRE RATED METAL STUD WALL
- WALL TYPE. SEE WALL TYPE SCHEDULE ON A7, A9
- DATAUM ELEVATION

NOTES:

- THE NON-SEPARATED USES ARE IMPLEMENTED SO AS TO BE IN ACCORDANCE WITH THE PERMITS AT P 2, 8 & 9 AND BETWEEN FLOORS SECTION 5013
- DOOR SIZE REFERS TO CLEAR DIMENSION (LEAF SIZE)



OWNER: JONES
DESIGNER: JONES
PROJECT: VALUE ENGINEERING
PHONE: (415) 748-1234
FAX: (415) 748-1234
CITY OF PERRIS:
 19 SOUTH D STREET, PERRIS, CA 92570
 PUBLIC LIBRARY

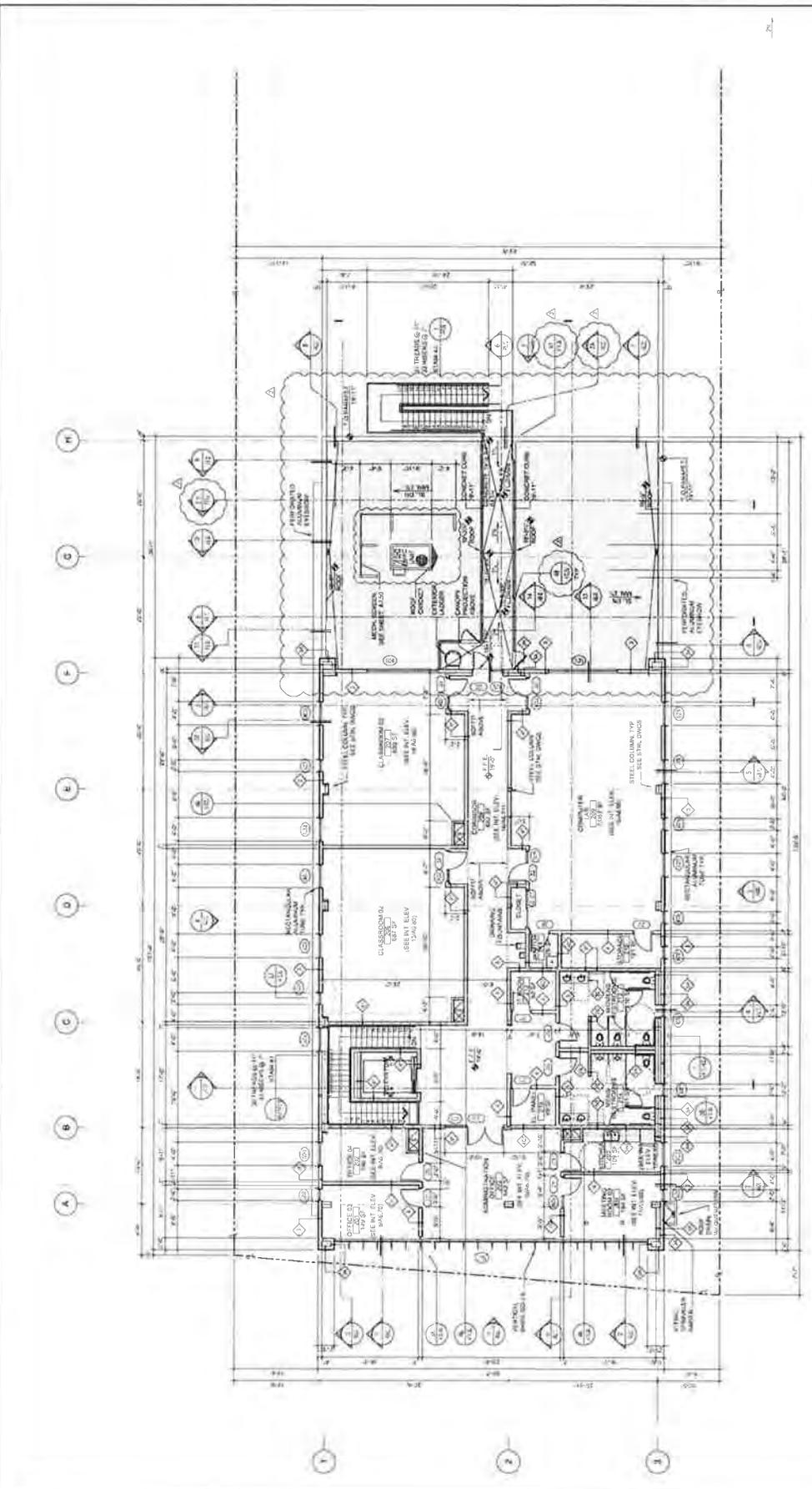
VALUE ENGINEERING
PERRIS DOWNTOWN
SKILLS TRAINING &
JOB PLACEMENT CENTER
 19 SOUTH D STREET, PERRIS, CA 92570

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	12/15/2010
2	REVISIONS	12/15/2010
3	REVISIONS	12/15/2010
4	REVISIONS	12/15/2010
5	REVISIONS	12/15/2010
6	REVISIONS	12/15/2010
7	REVISIONS	12/15/2010
8	REVISIONS	12/15/2010
9	REVISIONS	12/15/2010
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14	REVISIONS	12/15/2010
15	REVISIONS	12/15/2010
16	REVISIONS	12/15/2010
17	REVISIONS	12/15/2010
18	REVISIONS	12/15/2010
19	REVISIONS	12/15/2010
20	REVISIONS	12/15/2010



SECOND FLOOR PLAN
 DATE: 12/15/2010
 SCALE: 1/8" = 1'-0"

A3.10



1 SECOND FLOOR PLAN
 1/8" = 1'-0"
 DATE: 12/15/2010

FLOOR PLAN LEGEND:

- NEW WINDOW SCHEDULE SEE WINDOW SCHEDULE ON A7 TO 8 & A7-8
- NEW DOOR SCHEDULE SEE DOOR SCHEDULE ON A7-8
- NEGATIVE PROJECTION - HIDE ON VIEW
- METAL STUD WALL
- 1" MIN. THK. Gypsum Wall, 2" Stud Wall
- WALL TYPE SEE WALL TYPE SCHEDULE ON A7-8
- DATUM ELEVATION
- SEE RAMP
- DETAIL
- BUILDING SECTIONS AND WALL SECTIONS

NOTES:
 1. THE NON-REMARKED USES ARE NOT SCHEDULED. 60 MINUTE FIRE BARRIERS ARE NOT REQUIRED BETWEEN A17 & A18 AND BETWEEN FLOOR SECTIONS A11 & A12. ROOM SEE REFERS TO CIVIL DRAWING (A3.10)

ATTACHMENT 3

**Copy of Amended and Restated Agreement for
Professional Services between the City of Perris and
Blue Stone Management LLC (BSM)**

**AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND
BLUE STONE MANAGEMENT LLC FOR
SKILLS TRAINING AND JOB PLACEMENT CENTER DESIGN AND
CONSTRUCTION MANAGEMENT SERVICES**

THIS AMENDED AND RESTATED 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 BLUE STONE MANAGEMENT, LLC a Limited Liability Company (“**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. On March 13, 2019, the Parties entered into an Agreement (“**Original Agreement**”) for design and construction management services related for the skills and job placement center.

C. On June 30, 2021, the Parties entered into a letter agreement referred to as “**Addendum No. 1**” which sought to extend the Original Agreement to an uncertain date around February of 2023 and amend its scope of service and fees (“**Addendum No. 1**”).

D. On November 15, 2022, the Parties entered into a second letter agreement referred to as “**Addendum No. 2**” which sought to further extend the Original Agreement to an uncertain date around January, 2024 (“**Addendum No. 2**”).

E. The Parties desire to clarify and restate the aforementioned agreements and further extend the performance of the work under the Original Agreement in accordance with the terms and conditions set forth 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. The **Scope of**

Work includes the Original Agreement and Addendum No. 1 and Addendum No. 2 and Consultant's proposed Addendum No. 3, all of which are attached hereto in **Exhibit A** and incorporated herein as if set forth in full. In the event of a conflict between any term or provision of this Agreement and any part of Exhibit "A", the terms of this Agreement shall prevail. In the event of a conflict between any part of Exhibit "A" the most recent document shall take precedence over any earlier document.

1.2 Prior Agreements. The Parties agree that all prior agreements related to the Scope of Work are terminated and that this Agreement shall replace and supersede any and all prior agreements regarding the Scope of Work, including but not limited to, the Original Agreement and Addendums No. 1 and 2.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

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 **Exhibit A** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, inclusive of all work done pursuant to the entirety of Exhibit “A,” including any payments already made pursuant to the Original Agreement and any prior Addendums thereto, as well as any proposed addendum, shall not exceed One Million, One Hundred and Sixty-Three Thousand, Two Hundred and Four Dollars (\$1,163,204) (“**Contract Sum**”), unless additional compensation is approved pursuant to Section 1.6. 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 or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form

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 December 31, 2024 (“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” included in Exhibit “A” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.4 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. Kurt Bendler, Managing Director is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City

4.2 Contract Officer for City. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by

City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 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 the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City

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) **Reserved.**

(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 \$1,000,000 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) **Reserved.**

(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) **Indemnity for Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) **Indemnity for Other Than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity

for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

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 thirty (30) 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:
BLUE STONE MANAGEMENT LLC, a California Limited Liability Company

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

Attached:

Addendum No. 3 Proposal

Addendum No. 2

Addendum No. 1

Exhibit A “Scope of Services” to the Original Agreement, which contains:

AIA Document B101-2017

Standard Form of Agreement Between Owner and Architect

AIA Document B144/ARCH-CM-1993

Standard Form of Amendment for the Agreement Between Owner and Architect where the
Architect Provides Construction Management Services as an Adviser to the Owner

AIA Document A201-2017

General Conditions of the Contract for Construction



January 31 2024

Attn: Michelle Ogawa

City of Perris

101 N. D Street

Perris, Ca 92570

Subject: City of Perris Skills Training & Job Placement Facility – Proposed Addendum #3

Dear Michelle,

We thank you for the opportunity to submit our fee extension and the opportunity to continue and further serve as your team to undertake Project Management services for the City of Perris Skills Training & Job Placement Facility. The prior approved contract Addendum 2, presumed a January 2024 project completion date. Following the Revised Scheduled issued by ACT 1 Construction and Delay notice, we herein request approval of a fee extension from January 30 2024 to May 30 2024 (4 months) through Substantial Completion of the project and, including necessary support in June/July of 2024 for switch gear install and final handover of the building. Additionally, herein we submit additional Architectural and MEP consultant design fees for re-design services as noted in breakdown below.

Fee Extension request:

- a. Additional fee request for PM services: \$12,000 times 4 months = \$48,000.00

- b. Additional Fee request for AOR and MEP Eng. Services: \$28,508 (refer to breakdown included below)

Total Fee extension request: \$76,508



AOR & MEP Eng. Breakdown fees:

Architectural : SIDLEY JONES, INC. ARCHITECTS	\$ 6,325
1. Re-design of fencing / wall pilasters / rolling gate based on pushback from Perris Planning Department during plan check process. Design Evaluation of different stair schemes for the rear second floor exit per Planning's request.	
Civil Engineering: C.W. HOWE PARTNERS, INC.	\$ 2,090
1. Re-design of fencing / wall pilaster as requested by Planning Department.	
Structural Engineering: INNOVATIVE STRUCTURAL ENGINEERING	
1. Re-design of fencing / wall pilaster As requested by Planning Department adding CMU block pilasters and low wall details and calculations.	\$ 1,705
2. Drawing revisions for lowering of low roof surface and stair revisions as requested by Planning Department comments during final plan check	\$ 1,544
3. Construction Administration Fees	\$ 13,750
C.A. fees for structural engineer were not included in original proposal.	
Mechanical / Plumbing: JAYCO CAL CONSULTING ENGINEERS	\$ 1,444
1. Revisions to low roof plumbing design based on plan check corrections requiring redesign, re-routing and re-location of roof drains and overflows.	
Fire Protection: ALERT FIRE SYSTEMS	\$ 1,650*
1. Revised Fire Sprinkler design based on General Contractor's request to deviate from the approved plans with regards to location of new connection to main line in the street.	

Schedule

Fees do not cover work that extends beyond 1 month from the assumed project duration noted below.

Construction time extension (4 months):	February 1 st 2024 to May 30 th 2024
Final power connection and close out:	July 2024



Exclusions

Refer to approved proposal and Addendum 1 and 2.

Standard Terms & Conditions

Refer to approved proposal and Addendum 1 and 2.

Please do not hesitate to contact us with any questions at +1 808 634 9594 or via email: yveronese@bsmail.com

Thank you.

A handwritten signature in black ink, appearing to read "Yara Veronése Machado".



Yara Veronése Machado
Director of Project Management

The Above is Agreed and Accepted:

Name: _____ Date _____

Title: _____

City of Perris



BLUE STONE
MANAGEMENT

November 15 2022

Attn: Michelle Ogawa

City of Perris

101 N. D Street

Perris, Ca 92570

Subject: City of Perris Skills Training & Job Placement Facility – Proposed Addendum #2

Dear Michelle,

Prior approved Addendum 1 presumed 18month project with a construction completion projected for February of 2023. The project is 10 months behind original schedule.

Following award of Contractor on November 8th for above subject project, Construction Schedule is now established.

We humbly request approval of a fee extension to cover scheduled construction period, as awarded, December 2022 thru January 2024 (12 months of construction, 1 month of pre-construction and 1 month of closeout).

Fee Extension request:

Additional fee request: Sixty Thousand US Dollars (\$60,000.00).

Schedule

This proposal assumes a Construction duration of 12 months. Fees do not cover work that extends beyond 1 month from the assumed duration.

Pre-Construction	1 Month	December 2022
Construction Project Management	12 Months	January 2023 – December 2023
Close out	1 Month	January 2024



Exclusions

Refer to approved proposal and Addendum 1.

Standard Terms & Conditions

Refer to approved proposal and Addendum 1.

We very much look forward to working with you on this exciting project! Please do not hesitate to contact us with any questions at +1 808 634 9594 or via email: yveronese@gmail.com

Thank you.


Yara Veronése Machado
Director of Project Management



The Above is Agreed and Accepted:	
	12/5/2022
Name: Michele Iogawa	Date
Title: Economic Development and Housing City of Perris	Manager



BLUE STONE
MANAGEMENT

June 30, 2021

Attn: Michelle Ogawa

City of Perris

101 N. D Street

Perris, Ca 92570

Subject: City of Perris Skills Training & Job Placement Facility – Proposed Addendum 1

Dear Michelle,

Following the direction of the Ad HOC Committee Meeting of 11/12/20, and latest email correspondence with the City of Perris, dated 6/23/2021, we thank you for the opportunity to submit Addendum 1 to the original Contract for Project Design Services, project management, and Construction Management of the EDA Approved Valued Engineered Design for the Skills Training & Job Placement Facility in the City of Perris, with reduced Building Square footage of 13,722 SF.

Clarifications:

Outstanding work and fees from the original contract are voided.

Additional costs and scope are described herein.

Included Appendixes in this Addendum Proposal:

1. Appendix 1 – Request for Clarification notes. * Proposed Addendum is subject to change dependent on answers provided to Appendix 2 by the City of Perris.
2. Appendix 2 – Architectural Services provided by Sidley Jones
3. Appendix 3 – Draft VE Plan as submitted to EDA
4. Appendix 4 – Schedule of Payments
5. Appendix 5 – Blue Stone Management's Hourly rates
6. Appendix 6 – Original Executed AIA contract

Schedule

This proposal assumes a project duration of **18 months**. * Fees do not cover work that extends beyond 1 month from the assumed duration.



Phase	Duration	Timeline
Design - Refer to attached Design Proposal by Sidley Jones (Permit , Bid Set)	2 Months	August – September , 2021
City and EDA Review	1 Month	October, 2021
Bidding (Mandatory)	1 Month	November,2021
Award (Post Mandatory Bidding Period)	1 Month	December 2021
Contracting	1 Month	January, 2022
Construction & Construction Administration	12 Months	February 2022 – February 2023

Design Scope

- Refer to Exhibit 1

Construction

Architecture & Engineering

- Respond to requests for information (RFI's) and coordination issues arising during construction
- Review and approve shop drawings and coordinate with other
- Review and approve materials and equipment submitted by contractors
- Coordination of Architectural, MEP, Lighting and Fixture packages
- Conduct site inspections of Main Contract and Direct Supply package works.

Project Management & Construction Administration

- Review Contractors' Plans & Performance and make recommendations on the proposed Action Plan
- Manage Project Staging and Phasing
- Manage Document Control System
- Manage, monitor and control all Client or Contractor changes
- Prepare and implement a Project Quality Assurance & Control Program
- Track Budget vs. Actual Costs
- Track Sources & Uses
- Administer Contracts and Certification of Completed Works
- Certify Invoices
- Evaluate and Negotiate Change Orders
- Assess Cost Impact of changes to Project Schedule



Completion & Handover

Architecture & Engineering

- Assist in resolving final design corrections
- Attend all necessary testing and commissioning Inspections and punch list sign off

Project Management & Construction Administration &

- Inspect completed work, prepare a Defects List, and create and manage a Rectification Plan
- Collect and complete Final Project Documentation
- Coordinate with Authorities and the General Contractor to prepare and issue a Certificate of Occupancy;
- Manage Contractor Defect Liability Period (DLP) Close-Out Process
- Make recommendations for the release of Contractor/Supplier Retention and Performance Bonds

Fees

	Per Discipline
Architecture & Engineering	USD \$261,800
Project Management & Construction Adm	USD \$150,000
Fee Total	USD \$411,800

FOUR HUNDRED ELEVEN THOUSAND AND EIGHT HUNDRED US DOLLARS

NOTE: See Exclusions and Standard Terms & Conditions below.

Exclusions

1. **Entitlement Fees:** fees for site, utility, permitting, and license applications
2. **Consultant Fees:** fees for project managers, architects, engineers, attorneys or specialty consultants other than those expressly included within this proposal
3. **Expense:** expense for local travel from BSM office to job site is included in above lump sum fee. Other specific requested client instructed travel thereafter is excluded and will be reimbursed by Client at cost. Schedule of travel allowance throughout project duration refers to Table 2: Fee Payment Schedule of the Proposal Form.
4. **Power line burial and/or utility work:** beyond site boundaries.
5. **LEED** accreditation.
6. **Quantity Surveying:** and cost manager services.
7. **Bidding, Awarding and Contracting:** of the General Contractor



Standard Terms & Conditions

1. The following miscellaneous reimbursable expenses will be billed monthly at cost incurred plus 10%: electronic scanning, postage and courier services, printing, and plotting.
2. The fees outlined above include Architecture, Structural / Mechanical / Electrical / Plumbing / Civil Engineers, Cost Estimation and Construction Administration services.
3. Billing will occur monthly based on the percentage of phase completion. Payments are due upon presentation of the invoices. Accounts unpaid 30 days after the invoice date shall be assessed a monthly service charge of 1.5% on the then unpaid invoice. In the event any portion or all of an account remains unpaid 90 days after billing the Client shall pay all costs of collection and associated fees.
4. Liability is capped at an amount equal to the fee value.
5. Invoices are to be paid into Blue Stone Managements USA bank account in US Dollars.
6. Services beyond the Scope of Work shall be considered Additional Services. No additional costs will be incurred, or services rendered without prior direction of the Client. Overtime shall be compensated at overtime rates and will be charged if the Client requires overtime work or if the project schedule is revised requiring such work. Additional Services will be compensated in accordance with Blue Stone current hourly rates (See Appendix A).
7. Blue Stone Management bears no responsibility for the actions or omissions of Client's personnel, a project team member, or 3rd party personnel.
8. Binding agreements and all matters relating thereto shall be governed by and construed in accordance with the laws of California and each party agrees to submit to the non-exclusive jurisdiction of the local Courts.

We very much look forward to working with you on this exciting project! Please do not hesitate to contact us with any questions at +1 310 410 9892 or via email: jmalespin@bsmemail.com

Thank you.

J.E.M.

Javier Malespin
Managing Partner



The Above is Agreed and Accepted:	
<i>Michèle Ogawa</i>	<i>7/28/21</i>
Name: <i>Michèle Ogawa</i>	Date
Title: <i>Economic Development and Housing Manager</i>	
City of Perris	

EXHIBIT "A"

SCOPE OF SERVICES

Attached:

(A.1) AIA Document B101-2017
Standard Form of Agreement Between Owner and Architect;

(A.2) AIA Document B144/ARCH-CM-1993
Standard Form of Amendment for the Agreement Between Owner and Architect where the
Architect Provides Construction Management Services as an Adviser to the Owner;

and

(A.3) AIA Document A201-2017
General Conditions of the Contract for Construction

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 13 day of March in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

City of Perris
135 N. D Street
Perris, CA 92570

and the Architect:

Blue Stone Management
6033 West Century Blvd, Suite 1290
Los Angeles, CA 90046
310.410.9892

for the following Project:

Perris Downtown Skills Training and Job Placement Center
City of Perris, CA

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form, An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1799895403)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Perris Downtown Skills Training and Job Placement Center

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location, dimensions; geotechnical reports; site boundaries, topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Approximately 20,000sqft, two story Skills Training and Job Placement facility located on the corner of D Street and 1st Street in Down Town City of Perris

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Six Million One-Hundred Dollars (\$6,100,000)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Int.

The design phases are as follows (counting from date of contract execution):

Schematic Design (SD) – 1 month

Design Development (DD) – 1 month

Construction Development (CD) – 2 months

Permitting phase anticipated to start during Design Development (DD)

Bidding – 1 month

Award – ½ month

(Paragraph deleted)

Construction – 12 Months

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

N/A

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Dr. Grace Williams, Director of Planning and Economic Development

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

TBD

Init.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information)

Jeremy Fletcher
Design Director, AIA
6033 West Century Blvd. Los Angeles, CA 90045
310.410.9821

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.12 Other Initial Information on which the Agreement is based:

No Reimbursement for printing or domestic travel to project site

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, including an Architect of Record, subject to the same terms of this agreement, under separate agreement with Blue Stone Management.

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User Notes:

(1799895403)

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.2 Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

§ 2.5.3 Refer to section 2.5.5.

§ 2.5.4 Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

§ 2.5.5 Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

§ 2.5.6 Professional Liability or Error and Omissions Insurance. A policy of insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

Int.

Basic Services	Responsibility <i>(Architect, Owner, or not provided)</i>
Programming	Architect
Multiple preliminary designs	Architect
Measured drawings	Architect
Existing facilities surveys	Owner
Site evaluation and planning	Architect
Building Information Model management responsibilities	Architect
Development of Building Information Models for post construction use	Architect
Civil engineering	Architect
Landscape design	Architect
Architectural interior design	Owner
Value analysis	Architect
Detailed cost estimating beyond that required in Section 6.3	Architect
On-site project representation	Architect
Conformed documents for construction	Architect
As-designed record drawings	Architect
As-constructed record drawings	Architect
Post-occupancy evaluation	Architect
Facility support services	Owner
Tenant-related services	Owner
Architect's coordination of the Owner's consultants	Architect
Telecommunications/data design	Architect
Security evaluation and planning	Architect
Commissioning	Architect
Sustainable Project Services pursuant to Section 4.1.3	N/A
Fast-track design services	Architect
Multiple bid packages	Architect
Historic preservation	Owner
Other services provided by specialty Consultants	Owner
Construction Management	See B144-193)

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. Architect agrees to submit a report not less frequently than quarterly to the Owner covering the general progress of the job and describing any problems or factors contributing to delay.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

Init.

provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;

- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

N/A

(Table deleted)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Paragraph deleted)

Hereby incorporated by reference. B144- 1993 Standard Form of Amendment to the Agreement Between Owner and Architect where the Architect provides Construction Management Services as an adviser to the Owner.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Paragraph deleted)

B144, Standard Form of Amendment for the Agreement Between Owner and Architect where the Architect Provides CONSTRUCTION MANAGEMENT Services as an Adviser to the Owner

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;

- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Unlimited reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Unlimited visits to the site by the Architect during construction
- .3 Unlimited inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Unlimited inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within 19 months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article I, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

Init.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

.1 Termination Fee:

\$0.00

init.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$0.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

init.

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Stipulated Sum

(Paragraphs deleted)

\$640,000.00 + \$150,000 for Construction Management (B144)

(Paragraphs deleted) TOTAL CONTRACT SUM = SEVEN HUNDRED AND NINETY THOUSAND DOLLARS AND ZERO CENTS

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Hourly

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

Hourly

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: N/A. Compensation based on progress payments outlined in Section 11.10.2 Progress Payments.

(Table deleted)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraph deleted)

Employee or Category	Rate (\$0.00)
Managing Director / Managing Partner	\$400
Senior Director / Director	\$300
Senior Associate/ Associate	\$215
Senior Project Manager	\$185
Senior Quantity Surveyor	\$185
Senior Construction Manager	\$165
Design Manager	\$155
Project Manager	\$155
Quantity Surveyor	\$155
Construction Manager	\$135
Tenant Coordinator	\$135
Quality Assurance Manager	\$135
Junior Project Manager	\$105
Junior Quantity Surveyor	\$105
Project Coordinator	\$ 95

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing beyond standard;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ONE HUNDRED FIFTY EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$158,000) shall be made upon execution of this Agreement and is the minimum payment under this Agreement.

Should it be necessary, Architect's fee includes a set-a-side in the amount of \$10,000 to cover incidental costs.

Init.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Progress in relationship to construction schedule shall be evaluated at quarterly construction schedule progress review meetings between Owner, Architect/PM and Contractor. Payments for services shall be made in proportion to services performed as follows:

Programming/Schematic/Design plus 25% Quantity Surveying (QS)
Design Development (DD) + 25% QS
Construction Documents (CD) plus 25% QS

Project Management + 25% QS billed monthly

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid SIXTY DAYS (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

10 % TEN

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document B144™-1993, Standard Form of Amendment for the Agreement Between Owner and Architect where the Architect Provides CONSTRUCTION MANAGEMENT Services as an Adviser to the Owner
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[A] U.S. Department of Commerce Economic Development Administration, Standard Terms and Conditions for Construction Projects dated Feb 12, 2016.

- [B] U.S. Department of Commerce Economic Development Administration, EDA Contracting Provisions for Construction Projects.
- [C] Appendix II to CFR 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards.
- [D] Milestone Schedule

(Paragraph deleted)

.5 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.


 OWNER (Signature)
 Richard Belandier
 (Printed name and title)
 City Manager


 ARCHITECT (Signature)
 KURT BANDLER
 (Printed name, title, and license number, if required)
 MANAGING DIRECTOR



Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:14:33 ET on 07/10/2019.

PAGE 1

AGREEMENT made as of the 13 day of March in the year 2019

...

~~(Name, legal status, address and other information)~~

City of Perris
135 N. D Street
Perris, CA 92570

...

~~(Name, legal status, address and other information)~~

Blue Stone Management
6033 West Century Blvd, Suite 1290
Los Angeles, CA 90046
310.410.9892

...

~~(Name, location and detailed description)~~

Perris Downtown Skills Training and Job Placement Center
City of Perris, CA

PAGE 2

Perris Downtown Skills Training and Job Placement Center

...

Approximately 20,000sqft, two story Skills Training and Job Placement facility located on the corner of D Street and Ist Street in Down Town City of Perris

...

~~(Provide total and, if known, a line item breakdown.)~~

Six Million One-Hundred Dollars (\$6,100,000)

...

~~1. Design phase milestone dates, if any:~~

The design phases are as follows (counting from date of contract execution):

Schematic Design (SD) – 1 month

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User Notes:

(1799895403)

Design Development (DD) – 1 month

~~2 — Construction commencement date:~~ Construction Development (CD) – 2 months

PAGE 3

Permitting phase anticipated to start during Design Development (DD)

...

~~3 — Substantial Completion date or dates:~~ Bidding – 1 month

...

Award – 1/2 month

...

~~4 — Other milestone dates:~~

Construction – 12 Months

...

~~(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)~~

Competitive Bid

...

~~(Identify and describe the Owner's Sustainable Objective for the Project, if any.)~~

N/A

...

N/A

...

Dr. Grace Williams, Director of Planning and Economic Development

...

TBD

...

TBD

...

TBD

PAGE 4

Jeremy Fletcher

Design Director, AIA

6033 West Century Blvd. Los Angeles, CA 90045

310.410.9821

...

TBD

...

TBD

...

TBD

...

TBD

...

No Reimbursement for printing or domestic travel to project site

...

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design ~~professionals.~~
professionals, including an Architect of Record, subject to the same terms of this agreement, under separate agreement with Blue Stone Management.

PAGE 5

§ 2.5.1 ~~Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage. The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

§ 2.5.2 ~~Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.~~

§ 2.5.3 ~~The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Refer to section 2.5.5.~~

§ 2.5.4 ~~Workers' Compensation at statutory limits. Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.~~

§ 2.5.5 ~~Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit. Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004,~~

or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate or Error and Omissions Insurance. A policy of insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

PAGE 6

<u>Basic Services</u>	<u>Responsibility</u> <i>(Architect, Owner, or not provided)</i>
Programming	Architect
Multiple preliminary designs	Architect
Measured drawings	Architect
Existing facilities surveys	Owner
Site evaluation and planning	Architect
Building Information Model management responsibilities	Architect
Development of Building Information Models for post construction use	Architect
Civil engineering	Architect
Landscape design	Architect
Architectural interior design	Owner
Value analysis	Architect
Detailed cost estimating beyond that required in Section 6.3	Architect
On-site project representation	Architect
Conformed documents for construction	Architect
As-designed record drawings	Architect
As-constructed record drawings	Architect
Post-occupancy evaluation	Architect
Facility support services	Owner
Tenant-related services	Owner
Architect's coordination of the Owner's consultants	Architect
Telecommunications/data design	Architect
Security evaluation and planning	Architect
Commissioning	Architect
Sustainable Project Services pursuant to Section 4.1.3	N/A
Fast-track design services	Architect
Multiple bid packages	Architect
Historic preservation	Owner
Other services provided by specialty Consultants	Owner
Construction Management	See B [44-193]

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. Architect agrees to submit a report not less frequently than quarterly to the Owner covering the general progress of the job and describing any problems or factors contributing to delay.

PAGE 12

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

N/A

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post-construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

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User Notes:

(1799895403)

...

(Describe in detail the Architect's Supplemental Services identified in Section 1.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Hereby incorporated by reference, B144- 1993 Standard Form of Amendment to the Agreement Between Owner and Architect where the Architect provides Construction Management Services as an adviser to the Owner.

...

(Describe in detail the Owner's Supplemental Services identified in Section 1.1.1 or, if set forth in an exhibit, identify the exhibit.)

B144, Standard Form of Amendment for the Agreement Between Owner and Architect where the Architect Provides CONSTRUCTION MANAGEMENT Services as an Adviser to the Owner
PAGE 13

- .1 ~~()~~ Unlimited reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~()~~ Unlimited visits to the site by the Architect during construction
- .3 ~~()~~ Unlimited inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~()~~ Unlimited inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~()~~ 19 months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

Arbitration pursuant to Section 8.3 of this Agreement

PAGE 18

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

...

PAGE 19 \$0.00

PAGE 20 \$0.00

~~1~~ 4—Stipulated Sum
(insert amount)

~~2~~ 2—Percentage Basis
(insert percentage value)

~~()~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6, \$610,000.00 + \$150,000 for Construction Management (B114)

3 Other

~~(Describe the method of compensation)~~

TOTAL CONTRACT SUM = SEVEN HUNDRED AND NINETY THOUSAND DOLLARS AND ZERO CENTS

...

~~(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~

Hourly

...

~~(Insert amount of, or basis for, compensation.)~~

Hourly

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (~~%~~, 10%), or as follows:

...

N/A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: N/A. Compensation based on progress payments outlined in Section 11.10.2 Progress Payments.

Schematic Design Phase	percent ()
Design Development Phase	percent ()
Construction Documents Phase	percent ()
Procurement Phase	percent ()
Construction Phase	percent ()
Total Basic Compensation	one hundred percent (100 %)

PAGE 21

~~(If applicable, attach an exhibit of hourly billing rates or insert them below.)~~

...

<u>Managing Director / Managing Partner</u>	<u>\$400</u>
<u>Senior Director / Director</u>	<u>\$300</u>
<u>Senior Associate/ Associate</u>	<u>\$215</u>
<u>Senior Project Manager</u>	<u>\$185</u>
<u>Senior Quantity Surveyor</u>	<u>\$185</u>
<u>Senior Construction Manager</u>	<u>\$165</u>
<u>Design Manager</u>	<u>\$155</u>
<u>Project Manager</u>	<u>\$155</u>
<u>Quantity Surveyor</u>	<u>\$155</u>
<u>Construction Manager</u>	<u>\$135</u>

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User Notes:

(1799895403)

<u>Tenant Coordinator</u>	<u>\$135</u>
<u>Quality Assurance Manager</u>	<u>\$135</u>
<u>Junior Project Manager</u>	<u>\$105</u>
<u>Junior Quantity Surveyor</u>	<u>\$105</u>
<u>Project Coordinator</u>	<u>\$ 95</u>

...

.4 Printing, reproductions, plots, and standard form documents; Printing beyond standard:

....

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (~~—~~ Ten percent (10 %)) of the expenses incurred.

...

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~

N/A

...

§ 11.10.1.1 An initial payment of (~~\$ —~~) ONE HUNDRED FIFTY EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$158,000) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. ~~It shall be credited to the Owner's account in the final invoice.~~

Should it be necessary, Architect's fee includes a set-a-side in the amount of \$10,000 to cover incidental costs.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

PAGE 22

§ 11.10.2.1 ~~Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Progress in relationship to construction schedule shall be evaluated at quarterly construction schedule progress review meetings between Owner, Architect/PM and Contractor. Payments for services shall be made in proportion to services performed as follows:~~

Programming/Schematic/Design plus 25% Quantity Surveying (QS)
Design Development (DD) + 25% QS
Construction Documents (CD) plus 25% QS

Project Management + 25% QS billed monthly

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid SIXTY DAYS (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

~~(Insert rate of monthly or annual interest agreed upon.)~~

~~—%—~~ 10 % TEN

...

N/A

...
.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below; B144™-1993, Standard Form of Amendment for the Agreement Between Owner and Architect where the Architect Provides CONSTRUCTION MANAGEMENT Services as an Adviser to the Owner

(Insert the date of the E203-2013 incorporated into this agreement.) 3 AIA Document A201™-2017, General Conditions of the Contract for Construction

3 4 Exhibits:

...
[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below; A] U.S. Department of Commerce Economic Development Administration, Standard Terms and Conditions for Construction Projects dated Feb 12, 2016.

(Insert the date of the E204-2017 incorporated into this agreement.) [B] U.S. Department of Commerce Economic Development Administration, EDA Contracting Provisions for Construction Projects.

[C] Appendix II to CFR 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards.

[] Other Exhibits incorporated into this Agreement: D] Milestone Schedule

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

4 5 Other documents:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:14:33 ET on 07/10/2019 under Order No. 5875655087 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

MANAGING DIRECTOR

(Title)

JULY 10TH 2019

(Dated)



CITY OF PERRIS

10.K.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: October 8, 2024

SUBJECT: Consideration of the First Amendment to Sublease Agreement with Maria Jocelyn Tarcelo, dba MedPerx Pharmacy, for the subleased premises at 24 South D Street, Suite 106 (“Sublease Premises”); and Assignment and Assumption of Sublease Agreement and Sublandlord Consent relating to the sublease as amended to MedPerx Pharmacy LLC (“Assignment Agreement”).

REQUESTED ACTION: That the City Council acting as the Perris Community Economic Development Corporation (CEDC) to 1) Approve the First Amendment to Sublease Agreement for the Sublease Premises; 2) Approve the Assignment and Assumption Agreement; and 3) Authorize the Chief Executive Officer (Clara Miramontes or her designee) to execute (i) the Sublease Amendment; (ii) the Assignment Agreement; and (iii) all related documents, subject to City Attorney approval as to form.

CONTACT: Michele Ogawa, Director of Economic Development and Housing

BACKGROUND/DISCUSSION:

The City of Perris originally entered into that certain 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 (“Master Lease”). The City subsequently transferred the Master Lease to the Perris Community Economic Development Corporation, a California non-profit public benefit corporation (“CEDC”).

On April 30, 2013, City Council acting as CEDC authorized CEDC to proceed to attract tenants to sublease individual suites to neighborhood-serving commercial uses. In 2017, CEDC entered into that certain Sublease Agreement dated March 21, 2017 with Dr. Maria Jocelyn Tarcelo (as an individual), d.b.a. MedPerx Pharmacy, to occupy Suite 106 to operate a pharmacy and which sublease expires on October 23, 2029 (“Original Sublease”). A copy of the Original Sublease is attached as Attachment 1.

The Original Sublease has a sublease rent payment of \$1.00 per month as approved under an incentive program to attract businesses which was active in 2017 (“Rent Subsidy Program”).

Dr. Tarcelo has recently created MedPerx Pharmacy LLC which is a California limited liability company under which Dr. Tarcelo intends to continue to operate the pharmacy in accordance with the Sublease ("New Entity"). Dr. Tarcelo has requested that she be permitted to assign the Sublease to the New Entity which will assume the Sublease pursuant to the terms in the attached Assignment and Assumption of Sublease Agreement and Sublandlord Consent in the form of Attachment 2 ("Assignment Agreement").

The Rent Subsidy Program has terminated. CEDC's standard practice for modifications of subleases entails modifying sublease rents to current fair market value. Based on a study of comparable rent for similar uses in the Downtown area, the Sublease monthly rent has been set at \$2,724.26 (being \$1.22 per square foot for the total 2,233 square feet of the Premises), to which Assignee has agreed as consideration for CEDC's consenting to the assignment to the New Entity. Accordingly concurrently with the Assignment, the Sublease will be amended with respect, to among other things, the new monthly rent on the form attached hereto as Attachment 3 ("Sublease Amendment").

Staff is recommending that the City Council acting as CEDC concurrently approve both (i) the Sublease Amendment, (ii) Assignment and Assumption of Sublease Agreement execute the consent for the Assignment and Assumption Agreement and all related documents, subject to City Attorney approval as to form.

BUDGET (or FISCAL) IMPACT: Lease revenue to the Perris Community Economic Development Corporation in the amount of \$2,724.26 monthly for the remaining five (5) years of the term which expires on October 23, 2029.

Prepared by: Michele Ogawa, Director of Economic Development and Housing

REVIEWED BY:

Assistant City Manager: UB

Assistant City Manager: ER

Director of Finance: J

City Attorney: _____

Attachments: 1. Copy of Original Sublease Agreement with Dr. Maria Jocelyn Tarcelo, dba MedPerx Pharmacy
2. Assignment and Assumption of Sublease Agreement and Sublandlord Consent
3. First Amendment to Sublease Agreement with Maria Jocelyn Tarcelo, dba MedPerx Pharmacy

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

ATTACHMENT 1

**Copy of Original Sublease Agreement with Dr. Maria
Jocelyn Tarcelo, dba MedPerx Pharmacy**

PERRIS STATION

SUBLEASE AGREEMENT

By and Between

**THE COMMUNITY ECONOMIC DEVELOPMENT CORPORATION
OF THE CITY OF PERRIS**

and

J 2/21/17
Med FLEX
(new) 3/21/17

DR. MARIA JOCELYN TARCELO, DBA ~~TBD~~ PHARMACY

[24 South 'D' Street, Suite 106]

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter "Sublease") is entered into as of September _____, 2014, between Dr. Maria Jocelyn Tarcelo, an individual, dba ~~_____~~ Pharmacy ("Tenant") and the Community Economic Development Corporation of the City of Perris, a non-profit public benefit corporation ("Landlord").

الحمد
3/21/17

MEDICAL 3/21/17

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 Suite 106 ("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 2,233 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 a pharmacy 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 ____Oct 23____, 2014 ("Commencement Date"), and shall terminate on _Oct 23__, 2029__, 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.

Section 4. Rent and Expenses

Tenant shall pay to Landlord during the Term of this Sublease as monthly rental for the Premises the sum of \$1.00 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 and expenses 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 Maintenance ("CAM") Expenses

Tenant shall be responsible for a pro rata share of the CAM expenses 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 CAM expenses on a monthly basis, and Tenant agrees to pay to Landlord Tenant's pro rata share of these expenses 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 CAM expenses assessed to the Landlord under the Master Lease. Any CAM 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 CAM expenses 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 CAM expenses 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 in Exhibit D.

(d) Rooftop Equipment [Not Applicable]

(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.

Section 13. Tenant's Insurance; Indemnification of Landlord

(a) Tenant's Insurance Requirements

Tenant, at its sole cost and expense, beginning on the earlier of the Commencement Date, or the date Tenant is given earlier access to the Premises, and continuing during the Term, without any period of lapse, shall keep in full force and effect the policies of insurance required to be kept pursuant to Section 14.1 of the Master Lease, including as those insurance requirements may be modified from time to time by the parties to the Master Lease.

(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

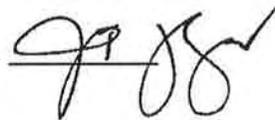
Tenant represents and warrants that there exists no "Hazardous Materials" (as such term is herein defined) nor oil wells, underground storage tanks, or pipelines in, on, under, or about the Premises or Master Leased Premises. Tenant understands and agrees that in the event Tenant incurs any loss or liability 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



(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
101 N. D Street
Perris, CA 92570
Attention: Michael McDermott, R&ED Manager

A copy to: Aleshire & Wynder, LLP
3880 Lemon Street, Suite 520
Riverside, CA 92501
Attn: Eric L. Dunn

Tenant: Dr. Maria Jocelyn Tarcelo, Rph
27501 Ethan Allen Way
Sun City, CA 92585

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,

EXHIBIT "A"

SITE PLAN

[on Following Page]

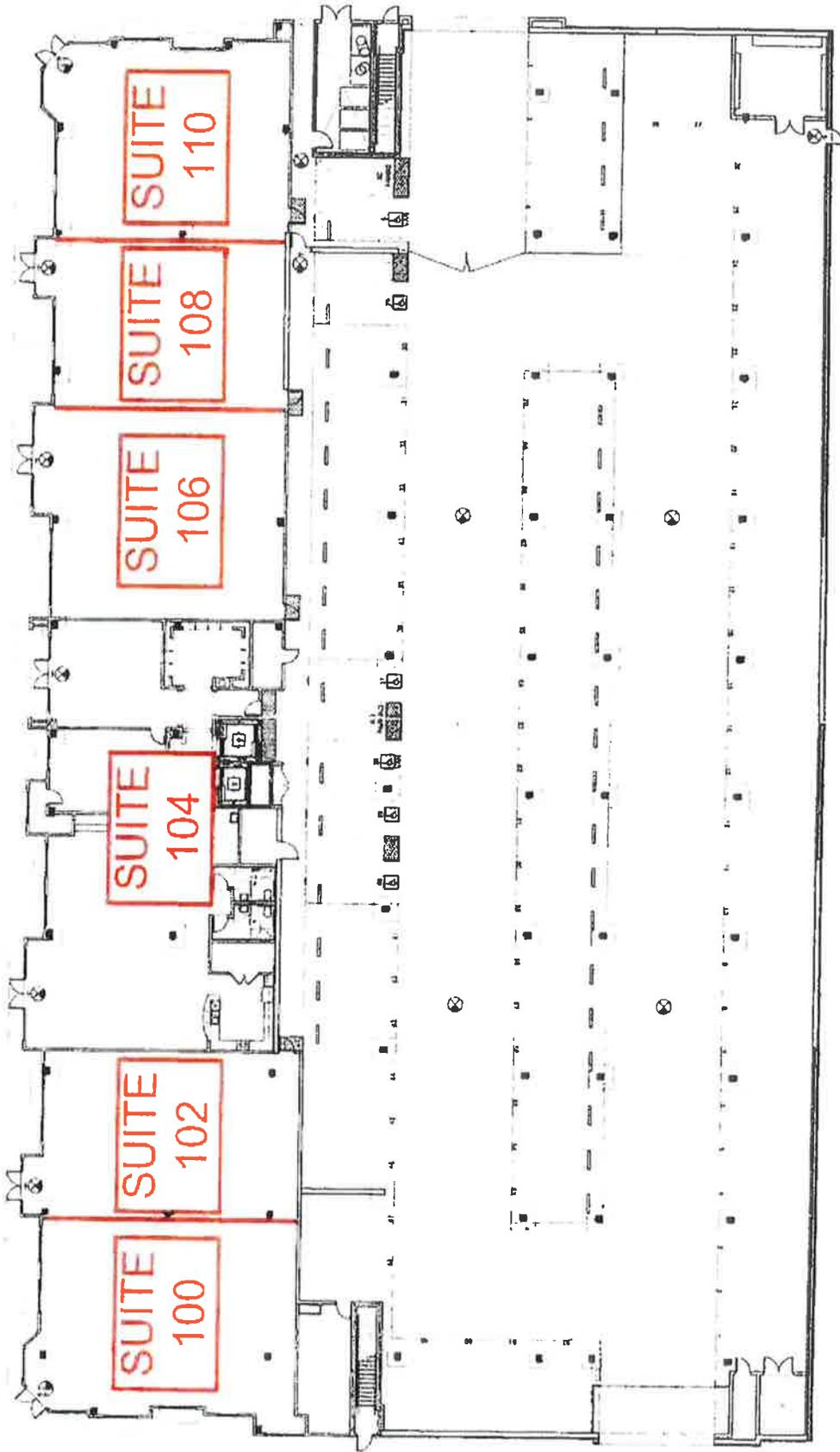


EXHIBIT "B"
DESCRIPTION OF USE

RETAIL PHARMACY AND CONVENIENCE STORE

PHARMACY RELATED SERVICES SUCH AS:

Community Pharmacy and Consultant Pharmacists

Disease-State Management Pharmacy Practice

Medication Treatment Management Program

Pharmacy Compounding (Extemporaneous and Sterile)

Drug Regimen Review Program

EXHIBIT "C"
MONTHLY RENT

No special provisions. See Sublease Agreement.

EXHIBIT "D"
SPECIAL MAINTENANCE OBLGATIONS

None.

ATTACHMENT 2

Assignment and Assumption of Sublease Agreement and Sublandlord Consent

ASSIGNMENT AND ASSUMPTION OF SUBLEASE AND SUBLANDLORD CONSENT

This ASSIGNMENT AND ASSUMPTION OF SUBLEASE AND SUBLANDLORD CONSENT (“**Agreement**”) dated _____, 2024 (“**Agreement Date**”) is made by and among DR. MARIA JOCELYN TARCELO, d.b.a. Medperx Pharmacy (“**Assignor**”) and MEDPERX PHARMACY, LLC, a California limited liability company (“**Assignee**”) with consent of PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION (stet), a non-profit public benefit corporation (“**CEDC**”).

RECITALS

A. CEDC holds the tenant leasehold interest under that certain Master Lease dated February 12, 2014 (“**Master Lease**”).

B. As the tenant under the Master Lease, CEDC has subleased those certain premises located at 24 S. D Street, Ste. 106, Perris, California, 92570 (“**Premises**”) to Assignor pursuant to that certain Perris Station Sublease Agreement executed as of March 21, 2017 (“**Sublease**”).

C. Assignor desires to assign all its right, title and interest as subtenant in the Sublease to Assignee and Assignee desires to accept such assignment and assume all obligations of Assignor.

D. Pursuant to the Sublease, the proposed assignment must be approved by CEDC. CEDC has agreed to consent to the assignment provided that the Sublease is concurrently amended, to among other things, increase the monthly rent.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and other good and valuable consideration and incorporating the foregoing recitals, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Effective Date.** This Agreement shall be effective (“**Effective Date**”) upon the latter to occur of the following: (i) execution of the First Amendment to Sublease by Assignee and CEDC in the form attached hereto as Exhibit A (“**Lease Amendment**”); and (ii) execution of this Agreement by Assignor, Assignee and CEDC. If the Effective Date does not occur on or before October 31, 2024 (“**Outside Date**”), CEDC may terminate this Agreement by written notice to Assignor and Assignee.

2. **Assignment by Assignor.** As of the Effective Date, Assignor transfers, assigns and sets over to Assignee all right, title and interest of Assignor in and to the Sublease. Assignor shall remain liable for all obligations relating to the Sublease which arose or accrued prior to the Effective Date, and Assignor hereby indemnifies and agrees to defend and hold harmless Assignee and its trustees, officers, directors, partners, shareholders, members, employees, agents and their successors and assigns, from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys’ and other professionals’ fees (including a reasonable estimate of the allocable costs of in-house legal counsel and staff) (all such claims, losses, liabilities, damages, costs and expenses are “**Losses**”) incurred, paid or required under penalty of law to be

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paid by Assignee by reason of the failure of Assignor to fulfill, perform or discharge any or all of the various commitments, obligations and liabilities of Assignor under the Sublease which arose prior to the Effective Date.

3. Acceptance and Assumption by Assignee. As of the Effective Date, Assignee accepts the foregoing assignment of all right, title and interest of Assignor in and to the Sublease and assumes and agrees to make all future payments as they come due under the Sublease and to perform and observe all the agreements, obligations, covenants and conditions of the Sublease on the part of Tenant to be performed and observed arising from and after the Effective Date, including, but not limited to, the general release in Section 29(b). Assignee hereby indemnifies and agrees to defend and hold harmless Assignor and its respective officers, directors, partners, shareholders, members, employees, agents and their successors and assigns, from and against any and all Losses incurred, paid or required under penalty of law to be paid by Assignor by reason of the failure of Assignee to fulfill, perform and discharge any or all of the various commitments, obligations and liabilities of Assignee under the Sublease which arise or arose from and after the Effective Date.

4. CEDC Consent. As of the Effective Date, CEDC consents to the assignment of the Sublease to Assignee. This consent does **not** waive the rights of CEDC to consent to any further transfers of under the Sublease. By consenting to this Agreement, CEDC makes no representations or warranties of any kind to Assignee including, but not limited to, the condition of the Premises. Nothing under this Amendment shall limit CEDC's rights and obligations under the Sublease.

5. No Defaults. As of the Effective Date, Assignor represents to Assignee that no default, or any event which with the giving of notice or the passage of time would constitute a default, exists in the performance or observance of any agreement, covenant or condition of the Sublease on the part of Assignor as tenant to be performed or observed as of the Effective Date.

6. Severability. The provisions of this Agreement are severable, and if any one or more provisions may be determined judicially unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions, to the extent enforceable, shall nevertheless be binding upon and enforceable against the parties hereto to the extent they may reasonably be enforced apart from that which is invalidated.

7. Full Force and Effect. Except to the extent modified hereby and the First Amendment, all of the terms of the Sublease shall remain in full force and effect.

8. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors, heirs, assigns.

9. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. The indemnification, defense and hold harmless rights and obligations arising under this Agreement shall survive indefinitely.

10. Attorneys' Fees. In any litigation or other proceeding relating to this Agreement, or any transactions contemplated herein, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees (including a reasonable estimate of the allocable costs of in-house legal counsel and staff).

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

12. **Electronic Execution.** This Agreement may be executed by the parties in compliance with UETA and ESIGN using third party providers such as DocuSign or AdobeSign.

13. **Exhibit.** Exhibit A attached hereto is incorporated herein by reference.

IN WITNESS WHEREOF, the parties have duly executed this Assignment and Assumption of Sublease and Sublandlord Consent as of the dates below.

Assignor:

**Dr. Maria Jocelyn Tarcelo,
an Individual d.b.a. Medperx Pharmacy**

Dr. Maria Jocelyn Tarcelo

Dated: _____, 2024

Assignee:

**Medperx Pharmacy, LLC
a California limited liability company**

By: _____
Mary Annie Agnelo Liangco
Manager & Member

By: _____
Maria Jocelyn Tarcelo,
Manager & Member

Dated: _____, 2024

CEDC:

**Perris Community Economic Development
Corporation, a non-profit public benefit
corporation**

By: _____
Clara Miramontes,
Chief Executive Officer

By: _____
Nancy Salazar, Secretary

Dated: _____, 2024

EXHIBIT A
SUBLEASE AMENDMENT

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ASSIGNMENT AND ASSUMPTION OF SUBLEASE & SUBLANDLORD CONSENT
24 S. D Street, Ste. 106, Perris, California, 92570
Page 4 of 1 Pages

FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT ("Amendment") is made this _____ day of October 2024 ("**Amendment Date**"), between PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION (stet), a non-profit public benefit corporation ("**Landlord**") and the MEDPERX PHARMACY, LLC, a California limited liability company ("**Tenant**").

RECITALS:

A. Landlord and Dr. Maria Jocelyn Tarcelo, dba Medperx Pharmacy ("**Original Tenant**") entered into that certain Perris Station Sublease Agreement executed as of March 21, 2017 ("**Original Sublease**") for the premises located at 24 S. D Street, Suite 106, Perris, California, 92570.

B. Concurrently herewith, Original Tenant has assigned her interest in the Original Sublease to Tenant pursuant to that certain Assignment and Assumption of Sublease and Sublandlord Consent dated October ____, 2024 ("**Assignment Agreement**").

C. Pursuant to the Assignment Agreement, Tenant has agreed to execute this Amendment which, among other things, amends the rent under the Sublease.

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged the parties agree as follows:

AGREEMENT

1. **EFFECTIVE DATE.** This Amendment shall be effective on the date executed by both parties have executed this Amendment and the Assignment is effective ("**Effective Date**").
2. **RECITALS.** The foregoing recitals are incorporated herein.
3. **DEFINITIONS.** All defined terms in this Amendment shall have the same meaning as in the Original Lease except as otherwise specifically defined in this Amendment.
4. **AMENDMENTS/MODIFICATIONS.** As of the Effective Date, the Sublease is amended as follows:

A. Section 2 Use is amended to add the following:

"Tenant shall at all times and at its sole cost and expense comply with California Business & Professions Code §4116(a) and California Code of Regulations §1714.

Landlord has no duty to enforce compliance, however, Tenant's failure to comply with said requirements shall be a material default under this Lease."

B. Section 4 Rent and Expenses is amended as follows:

(i) Monthly Rent shall be Two Thousand Seven Hundred Twenty-Four Dollars & Twenty-Six Cents (\$2,724.26) per month which shall be payable on the first day of each month during the Term.

(ii) The following paragraphs are added to the end of the Section 4:

"All sums due under this Sublease is hereinafter referred to as "Rent."

If Tenant fails to pay Rent within ten (10) days after the same is due, then Tenant shall pay to Landlord an additional five percent (5%) of the amount of the Rent as liquidated damages, it being agreed that such amount represents a reasonable estimate of the losses, costs and expenses that Landlord will suffer in such circumstances. Acceptance of Rent without the late charge will not constitute a waiver of Tenant's default with respect to such nonpayment of the late-charge by Tenant, nor prevent Landlord from exercising all other rights and remedies available under this Agreement. Landlord's failure to require or collect the late charge in any one or more instances shall not constitute a waiver of the right to collect subsequent late charges."

5. **FULL FORCE AND EFFECT.** Except as modified by this Amendment, the Lease shall remain in full force and effect. This Amendment terminates and supersedes all prior understandings, discussions or agreements on the subject matter in this Amendment.
6. **QUALIFICATION; AUTHORITY.** Each individual executing this Agreement on behalf of Tenant, represents, warrants and covenants to Landlord that (a) Tenant is duly formed and authorized to do business in the state of California, (b) such person is duly authorized to execute and deliver this Amendment on behalf of Tenant in accordance with authority granted under the organizational documents of Tenant, and (c) Tenant is bound under the terms of this Amendment.
7. **CONSTRUCTION.** The provisions of this Amendment shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Amendment. The headings contained in this Amendment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Amendment. The invalidity or unenforceability of any particular provision of this Amendment shall not affect the validity or enforceability of the other provisions. In the event of invalidity or unenforceability of a particular provision, this Amendment shall be construed in all respects as if the invalid or unenforceable provisions were omitted.
8. **BROKERS.** Tenant hereby represents and warrants to Landlord that Tenant has not entered into any agreement which might result in any obligation on the part of Landlord to pay any brokerage commission, finder's fee or other compensation with respect to this Amendment, and Tenant agrees to indemnify and hold Landlord harmless from and against any losses, damages, costs or expenses, (including, without limitation, attorneys' fees) incurred by Landlord by reason of any breach or inaccuracy of such representation or warranty.

9. **COUNTERPART EXECUTION.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement.

10. **ELECTRONIC EXECUTION.** This Amendment may be electronically executed by the parties using third party systems which comply with ESIGN and UETA such as DocuSign and AdobeSign.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Sublease Agreement as of the Amendment Date.

Tenant:

**Medperx Pharmacy, LLC,
a California limited liability company**

By: _____
Mary Annie Agnelo Liangco
Manager & Member

By: _____
Maria Jocelyn Tarcelo,
Manager & Member

Dated: _____, 2024

Landlord:

**Perris Community Economic Development
Corporation, a non-profit public benefit
corporation**

By: _____
Clara Miramontes,
Chief Executive Officer

By: _____
Nancy Salazar, Secretary

Dated: _____, 2024

ATTACHMENT 3

**First Amendment to Sublease Agreement with Maria
Jocelyn Tarcelo, dba MedPerx Pharmacy**

FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT ("Amendment") is made this _____ day of October 2024 ("Amendment Date"), between PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION (stet), a non-profit public benefit corporation ("Landlord") and the MEDPERX PHARMACY, LLC, a California limited liability company ("Tenant").

RECITALS:

A. Landlord and Dr. Maria Jocelyn Tarcelo, dba Medperx Pharmacy ("Original Tenant") entered into that certain Perris Station Sublease Agreement executed as of March 21, 2017 ("Original Sublease") for the premises located at 24 S. D Street, Suite 106, Perris, California, 92570.

B. Concurrently herewith, Original Tenant has assigned her interest in the Original Sublease to Tenant pursuant to that certain Assignment and Assumption of Sublease and Sublandlord Consent dated October ____, 2024 ("Assignment Agreement").

C. Pursuant to the Assignment Agreement, Tenant has agreed to execute this Amendment which, among other things, amends the rent under the Sublease.

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged the parties agree as follows:

AGREEMENT

1. **EFFECTIVE DATE.** This Amendment shall be effective on the date executed by both parties have executed this Amendment and the Assignment is effective ("**Effective Date**").

2. **RECITALS.** The foregoing recitals are incorporated herein.

3. **DEFINITIONS.** All defined terms in this Amendment shall have the same meaning as in the Original Lease except as otherwise specifically defined in this Amendment.

4. **AMENDMENTS/MODIFICATIONS.** As of the Effective Date, the Sublease is amended as follows:

A. **Section 2 Use** is amended to add the following:

"Tenant shall at all times and at its sole cost and expense comply with California Business & Professions Code §4116(a) and California Code of Regulations §1714.

Landlord has no duty to enforce compliance, however, Tenant's failure to comply with said requirements shall be a material default under this Lease."

B. Section 4 Rent and Expenses is amended as follows:

- (i) Monthly Rent shall be Two Thousand Seven Hundred Twenty-Four Dollars & Twenty-Six Cents (\$2,724.26) per month which shall be payable on the first day of each month during the Term.
- (ii) The following paragraphs are added to the end of the Section 4:

"All sums due under this Sublease is hereinafter referred to as "Rent."

If Tenant fails to pay Rent within ten (10) days after the same is due, then Tenant shall pay to Landlord an additional five percent (5%) of the amount of the Rent as liquidated damages, it being agreed that such amount represents a reasonable estimate of the losses, costs and expenses that Landlord will suffer in such circumstances. Acceptance of Rent without the late charge will not constitute a waiver of Tenant's default with respect to such nonpayment of the late-charge by Tenant, nor prevent Landlord from exercising all other rights and remedies available under this Agreement. Landlord's failure to require or collect the late charge in any one or more instances shall not constitute a waiver of the right to collect subsequent late charges."

- 5. **FULL FORCE AND EFFECT.** Except as modified by this Amendment, the Lease shall remain in full force and effect. This Amendment terminates and supersedes all prior understandings, discussions or agreements on the subject matter in this Amendment.
- 6. **QUALIFICATION; AUTHORITY.** Each individual executing this Agreement on behalf of Tenant, represents, warrants and covenants to Landlord that (a) Tenant is duly formed and authorized to do business in the state of California, (b) such person is duly authorized to execute and deliver this Amendment on behalf of Tenant in accordance with authority granted under the organizational documents of Tenant, and (c) Tenant is bound under the terms of this Amendment.
- 7. **CONSTRUCTION.** The provisions of this Amendment shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Amendment. The headings contained in this Amendment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Amendment. The invalidity or unenforceability of any particular provision of this Amendment shall not affect the validity or enforceability of the other provisions. In the event of invalidity or unenforceability of a particular provision, this Amendment shall be construed in all respects as if the invalid or unenforceable provisions were omitted.
- 8. **BROKERS.** Tenant hereby represents and warrants to Landlord that Tenant has not entered into any agreement which might result in any obligation on the part of Landlord to pay any brokerage commission, finder's fee or other compensation with respect to this Amendment, and Tenant agrees to indemnify and hold Landlord harmless from and against any losses, damages, costs or expenses, (including, without limitation, attorneys' fees) incurred by Landlord by reason of any breach or inaccuracy of such representation or warranty.

9. **COUNTERPART EXECUTION.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement.
10. **ELECTRONIC EXECUTION.** This Amendment may be electronically executed by the parties using third party systems which comply with ESIGN and UETA such as DocuSign and AdobeSign.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Sublease Agreement as of the Amendment Date.

Tenant:

**Medperx Pharmacy, LLC,
a California limited liability company**

By: _____
Mary Annie Agnelo Liangco
Manager & Member

By: _____
Maria Jocelyn Tarcelo,
Manager & Member

Dated: _____, 2024

Landlord:

**Perris Community Economic Development
Corporation, a non-profit public benefit
corporation**

By: _____
Clara Miramontes,
Chief Executive Officer

By: _____
Nancy Salazar, Secretary

Dated: _____, 2024



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

11.A.

MEETING DATE: October 8, 2024

SUBJECT: Annexation of PM 37438 to the City’s Maintenance Districts
Owner(s): IDIG Rider Distribution Center
APN(s): PM 37438: 303-160-002, 303-160-003, 303-160-007,
303-160-009
Project: PM 37438 - Industrial Building

REQUESTED ACTION:

1. Open a Public Hearing on Annexation of PM 37438 to the City’s Landscape Maintenance District No. 1 (Landscaping) and Flood Control Maintenance District No. 1 (Flood Control Facilities)
2. Open 3 Ballots (one for each maintenance district annexation)
3. Adopt 3 Resolutions Ordering the Annexation of PM 37438 to the City’s Maintenance Districts, Approving the Engineer’s Reports, and the Levying of the 2024-2025 Assessments

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION: PM 37438 (“Rider IV”) is a construction consisting of an 548,019 sq. ft. industrial building on 33.4 acres at the southeast corner of Morgan Street and Redlands Avenue, within the Perris Valley Commerce Center Specific Plan (PVCCSP) (See attached Boundary Map).

On July 30, 2024, resolutions were approved stating the City Council’s intention to annex this project into the City’s maintenance districts and set a Public Hearing for October 8, 2024.

BUDGET (or FISCAL) IMPACT: The proposed maximum annual assessments are levied on the property within the annexation. They are subject to Standard Inflation Factors for the greater of CPI or three percent (3%), plus energy and water. The current maximum annual assessments, by district, are as follows:

<u>Maintenance District</u>	<u>Maximum Annual Assessment</u>
Maintenance District No. 84-1 (Streetlights)	\$6,632.44
Landscape Maintenance District No. 1 (Landscaping) – Parkways	22,194.68
Landscape Maintenance District No. 1 (Landscaping) – Medians	9,829.55
Landscape Maintenance District No. 1 (Landscaping) – Shared Path	6,531.80
Flood Control Maintenance District No. 1 (Flood Control Facilities)	<u>8,098.88</u>
Total Maximum Annual Assessment	<u>\$53,287.35</u>

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

Assistant City Manager: WB

Assistant City Manager: ER

Director of Finance: [Signature]

Attachments:

1. Location Map
2. Resolution Ordering the Annexation of PM 37438 to MD 84-1, Giving Final Approval to the Engineer's Report, and the Levying of the 2024-2025 Assessments.
3. Resolution Ordering the Annexation of PM 37438 to LMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2024-2025 Assessments.
4. Resolution Ordering the Annexation of PM 37438 to FCMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2024-2025 Assessments.

Consent:

Public Hearing: x

Business Item:

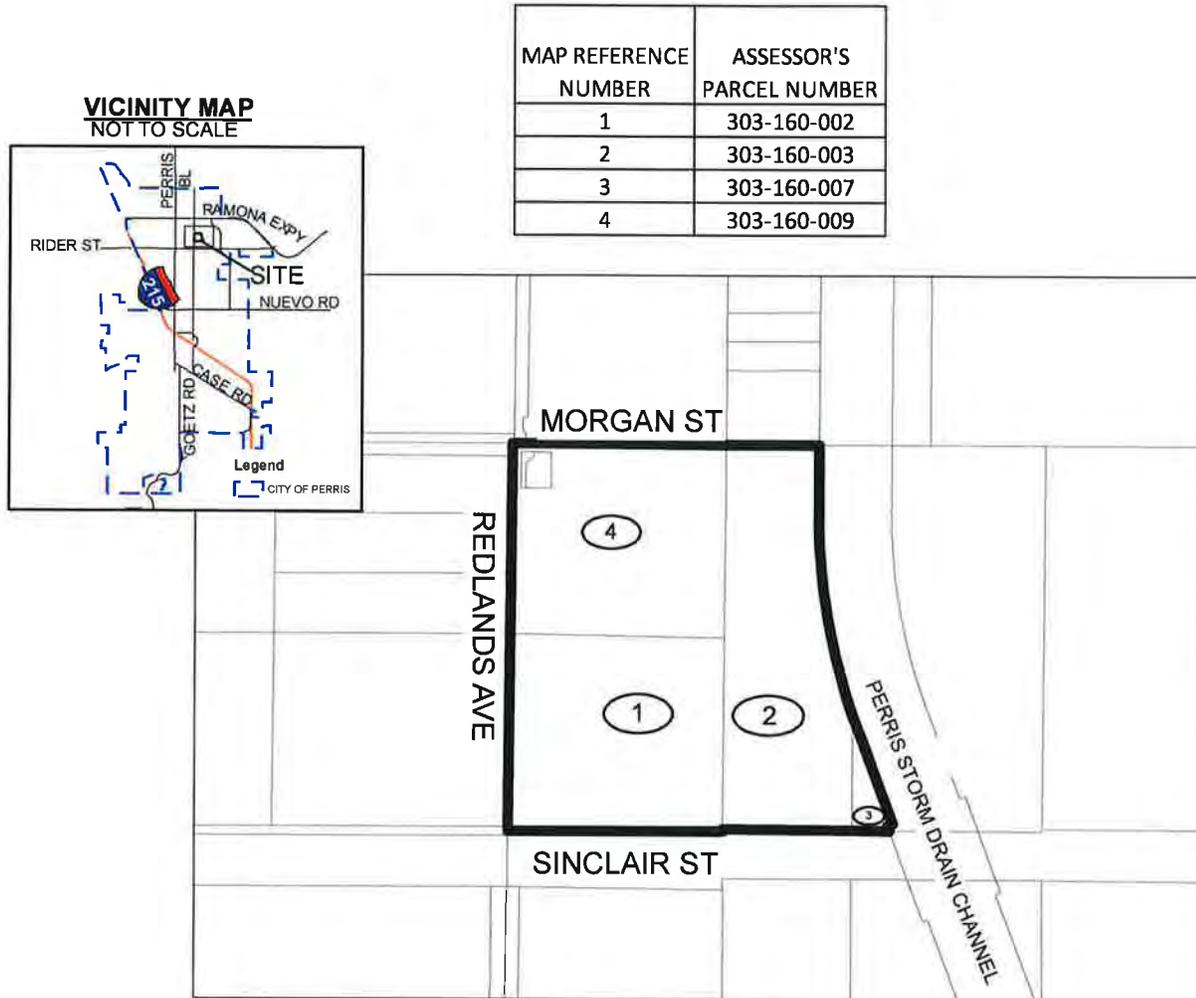
Presentation:

Other:

Attachment No. 1

Location Map

**ANNEXATION OF PM 37438 TO CITY OF PERRIS
 MAINTENANCE DISTRICT NO. 84-1
 LANDSCAPE MAINTENANCE DISTRICT NO. 1,
 AND FLOOD CONTROL MAINTENANCE DISTRICT NO. 1**



Owner: IDIG Rider Distribution Center

<u>Facility</u>	<u>Maximum Annual Assessment</u>
Maintenance District No. 84-1 (Streetlights)	\$6,632.44
Landscaping Maintenance - Parkways	22,194.68
Landscaping Maintenance - Medians	9,829.55
Landscaping Maintenance - Shared Path	6,531.80
Flood Control Facilities	8,098.88
Total Maximum Annual Assessment	\$53,287.35

Attachment No. 2

Annexation Resolution for MD 84-1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37438 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 30th day of July, 2024, adopt its Resolution of Intention Number 6447 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Maintenance District Number 84-1 (the “District”), which Resolution of Intention Number 6447 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6447, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6447, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Maintenance District No. 84-1 and the annexation thereto, is 68-2651.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide for the energy and maintenance of streetlights and traffic signals that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved; and

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2024-2025 are hereby levied.

ADOPTED, SIGNED and APPROVED this 8th day of October, 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 8th day of October, 2024, by the following called vote:

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

City Clerk, Nancy Salazar

Attachment No. 3

Annexation Resolution for LMD No. 1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37438 TO BENEFIT ZONE 187, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 30th day of July 2024, adopt its Resolution of Intention Number 6450 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District Number 1 (the “District”), which Resolution of Intention Number 6450 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6450, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6450, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Landscape Maintenance District No. 1 and the annexation thereto, is 68-2652.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide landscape maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved; and

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2024-2025 are hereby levied.

ADOPTED, SIGNED and APPROVED this 8th day of October, 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 8th day of October, 2024, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 4

Annexation Resolution for FCMD No. 1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37438 TO BENEFIT ZONE 152, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 30th day of July, 2024, adopt its Resolution of Intention Number 6451 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Flood Control Maintenance District Number 1 (the “District”), and which a Notice of Public Hearing was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Notice on file in the office of the City Clerk; and

WHEREAS, after the adoption of Resolution Number 6451, said Resolution was duly posted in the time, form and manner as required by law, shown by the Affidavit of Posting on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6451, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6451, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Flood Control Maintenance District No. 1 and the annexation thereto, is 68-2657.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide flood control facility maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved; and

Section 4. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2024-2025 are hereby levied.

ADOPTED, SIGNED and APPROVED this 8th day of October, 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 8th day of October, 2024, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

11.B.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: October 8, 2024

SUBJECT: Annexation of DPR 21-00017 to the City's Maintenance Districts
Owner(s): MS Perris LLC
APN(s): 303-130-021
Project: DPR 21-00017 – (2) Two Industrial Buildings

REQUESTED ACTION:

1. Open a Public Hearing on Annexation of DPR 21-00017 to the City's Landscape Maintenance District No. 1 (Landscaping) and Flood Control Maintenance District No. 1 (Flood Control Facilities)
2. Open 2 Ballots (one for each maintenance district annexation)
3. Adopt 2 Resolutions Ordering the Annexation of DPR 21-00017 to the City's Maintenance Districts, Approving the Engineer's Reports, and the Levying of the 2024-2025 Assessments

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION: DPR 21-00017 is a construction project consisting of two (2) industrial buildings on 2.07 acres at the northeast corner of Rider Street and Johnson Avenue, within the Perris Valley Commerce Center Specific Plan (PVCCSP) (See attached Boundary Map).

On August 27, 2024, resolutions were approved stating the City Council's intention to annex this project into the City's maintenance districts and set a Public Hearing for October 8, 2024.

BUDGET (or FISCAL) IMPACT: The proposed maximum annual assessments are levied on the property within the annexation. They are subject to Standard Inflation Factors for the greater of CPI or three percent (3%), plus energy and water. The current maximum annual assessments, by district, are as follows:

<u>Maintenance District</u>	<u>Maximum Annual Assessment</u>
Landscape Maintenance District No. 1 (Landscaping) – Parkways	\$8,008.99
Landscape Maintenance District No. 1 (Landscaping) - Medians	3,475.71
Flood Control Maintenance District No. 1 (Flood Control Facilities)	<u>1,087.53</u>
Total Maximum Annual Assessment	\$12,572.23

REVIEWED BY:

Assistant City Manager: VP

Assistant City Manager: ER

Director of Finance: 74

Attachments:

1. Location Map
2. Resolution Ordering the Annexation of DPR 21-00017 to LMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2024-2025 Assessments.
3. Resolution Ordering the Annexation of DPR 21-00017 to FCMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2024-2025 Assessments.

Consent:

Public Hearing: x

Business Item:

Presentation:

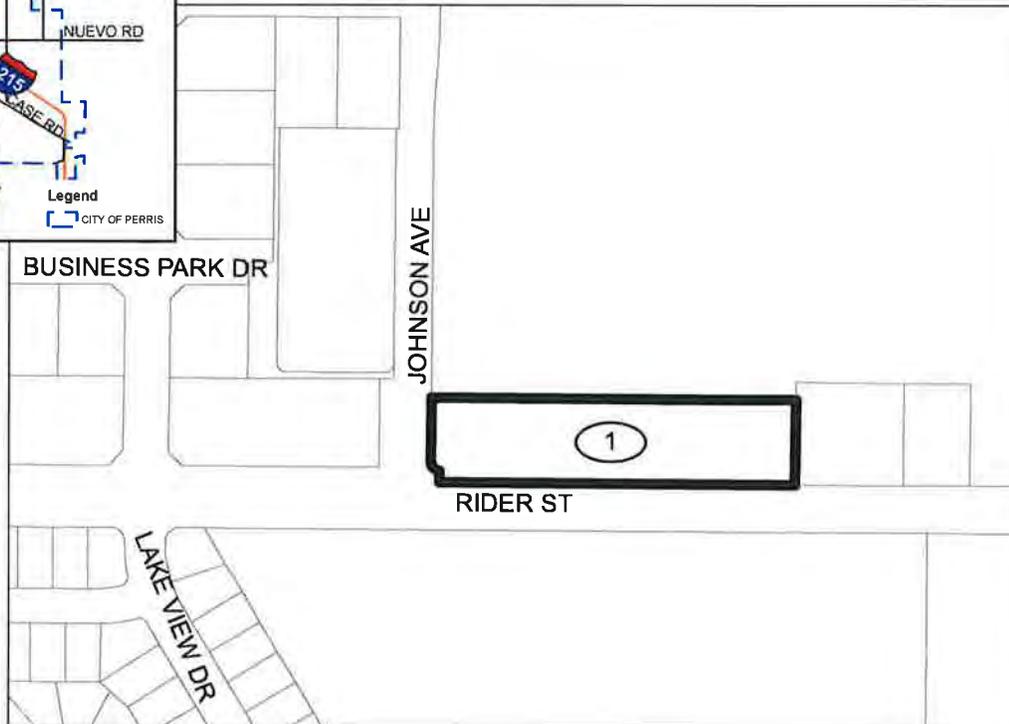
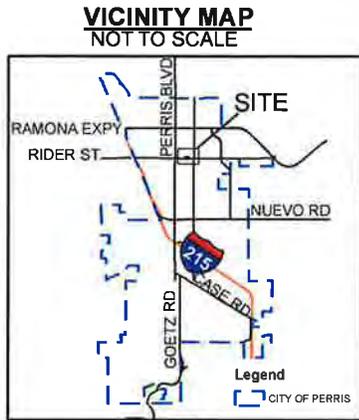
Other:

Attachment No. 1

Location Map

**ANNEXATION OF DPR 21-00017 TO CITY OF PERRIS
LANDSCAPE MAINTENANCE DISTRICT NO. 1,
AND FLOOD CONTROL MAINTENANCE DISTRICT NO. 1**

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	303-130-021



Owner: MS Perris LLC

Facility	Maximum Annual Assessment
Landscaping Maintenance - Parkways	\$8,008.99
Landscaping Maintenance - Medians	3,475.71
Flood Control Facilities	1,087.53
Total Maximum Annual Assessment	\$12,572.23

Attachment No. 2

Annexation Resolution for LMD No. 1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 21-00017 TO BENEFIT ZONE 188, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 27th day of August 2024, adopt its Resolution of Intention Number 6475 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District Number 1 (the “District”), which Resolution of Intention Number 6475 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6475, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6475, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Landscape Maintenance District No. 1 and the annexation thereto, is 68-2652.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide landscape maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved; and

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2024-2025 are hereby levied.

ADOPTED, SIGNED and APPROVED this 8th day of October, 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 8th day of October, 2024, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 3

Annexation Resolution for FCMD No. 1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 21-00017 TO BENEFIT ZONE 153, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 27th day of August, 2024, adopt its Resolution of Intention Number 6476 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Flood Control Maintenance District Number 1 (the “District”), and which a Notice of Public Hearing was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Notice on file in the office of the City Clerk; and

WHEREAS, after the adoption of Resolution Number 6476, said Resolution was duly posted in the time, form and manner as required by law, shown by the Affidavit of Posting on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6476, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6476, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Flood Control Maintenance District No. 1 and the annexation thereto, is 68-2657.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide flood control facility maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved; and

Section 4. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2024-2025 are hereby levied.

ADOPTED, SIGNED and APPROVED this 8th day of October, 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 8th day of October, 2024, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

11.C.

MEETING DATE: October 8, 2024

SUBJECT: Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 67
Owner(s): MS Perris LLC
APN(s): 303-130-021
Project: DPR 21-00017 – Two (2) Industrial Buildings

REQUESTED ACTION:

1. Open a public hearing on Annexation No. 67 to CFD 2001-3 and determine if there are any protests to the Annexation
2. Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body, of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 67 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 67
3. Conduct the Special Election relating to Annexation No. 67
4. Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities Districts No. 2001-3 (North Perris Public Safety) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 67, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION: DPR 21-00017 is a construction project consisting of two (2) industrial buildings on 2.07 acres at the northeast corner of Rider Street and Johnson Avenue, within the Perris Valley Commerce Center Specific Plan (PVCCSP) (See attached Boundary Map).

At its meeting on August 27, 2024, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) (the "District"), adopted Resolution No. 6477 ("Resolution of Intention"), declaring its intention to Annex Certain Territory to the District and setting the date of the public hearing to October 8, 2024 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by

the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California. The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

BUDGET (or FISCAL) IMPACT: The property owner has forwarded a deposit to initiate the annexation process and the City may recoup all costs through the levy of the special tax.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

Assistant City Manager: WB

Assistant City Manager: ER

Director of Finance: af

Attachments:

1. Boundary Map
2. Resolution Calling for Special Election
3. Resolution Declaring Results of Special Election

Consent:

Public Hearing: x

Business Item:

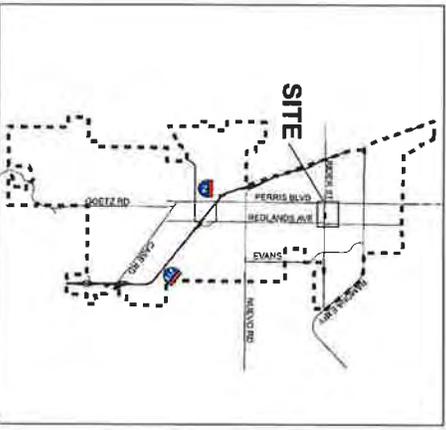
Presentation:

Other:

Attachment No. 1

Boundary Map

VICINITY MAP

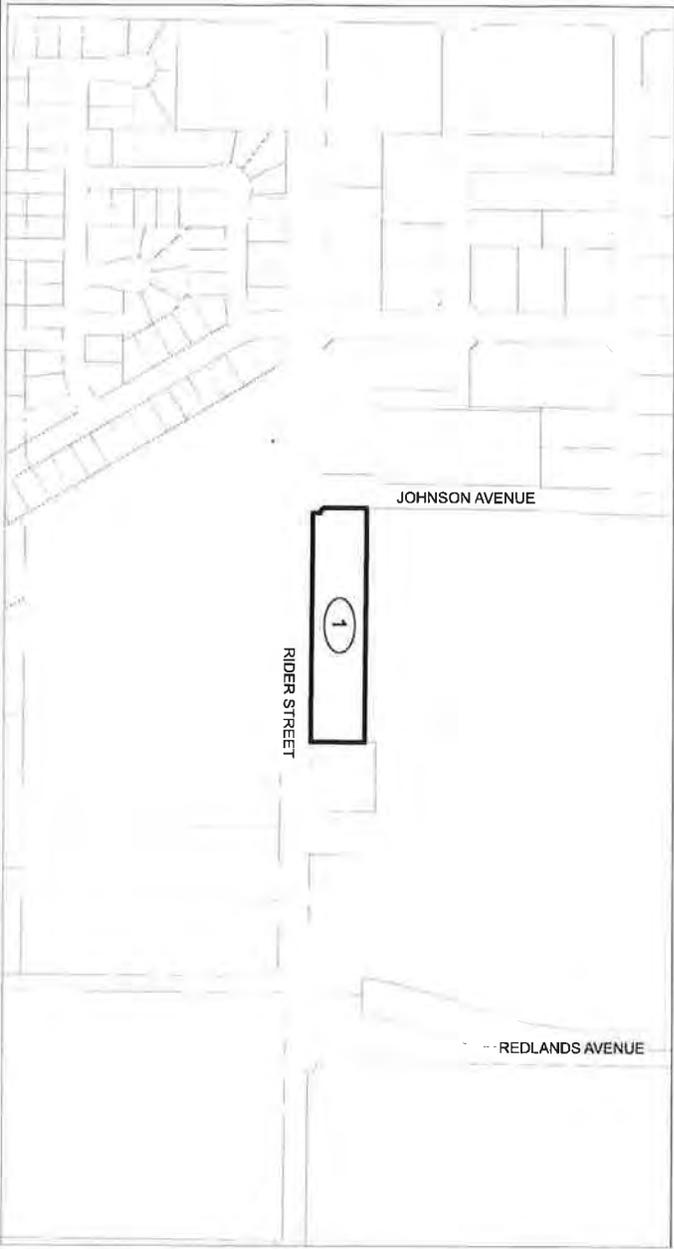


**ANNEXATION MAP NO. 67 TO
COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)**

SHEET 1 OF 1

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSORS PARCEL NUMBER
1	303-130-021



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. 67, 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 ASSESSORS MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSORS 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
27368 VIA INDUSTRIAL, SUITE #200
TEMECULA, CA 92590
(951) 587-3500

Attachment No. 2

Resolution Calling for Special Election

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 67 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 67

WHEREAS, the City Council (the “Council”) of the City of Perris, California (the “City”), acting in its capacity as the legislative body (the “Legislative Body”) of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the “District”), on August 27, 2024, has heretofore adopted its Resolution No. 6477 (the “Resolution of Intention”) stating its intention to annex certain territory (the “Property”) as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

WHEREAS, the Resolution of Intention set October 8, 2024 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

WHEREAS, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

WHEREAS, the public hearing was held on October 8, 2024; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special

tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

WHEREAS, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the October 8, 2024 public hearing; and

WHEREAS, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

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

Section 2. Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District. All protests and objections, if any, are hereby overruled.

Section 3. The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as “Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 67.” The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

Section 4. The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all that territory proposed to be annexed to the existing District as said property is shown on a map as previously approved by the

Legislative Body, said map designated “Annexation Map No. 67 to Community Facilities District No. 2001-3, (North Perris Public Safety),” a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation No. 67 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 94, Page 1 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2024-0265844).

Section 5. The Council finds that the Services, generally described as fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as set forth in Exhibit “B” hereto are necessary to meet the increased demand put upon the City as a result of the development within Annexation No. 67.

Section 6. Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit “A” attached hereto and incorporated herein by this reference. Exhibit “A” allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

Section 7. The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit “A” to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2001-3 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit “A,” the Council shall, on behalf of Community Facilities District No. 2001-3, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit “A,” to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. The obligation to pay special taxes may be prepaid as set forth in Exhibit “A.” Upon recordation of a notice of special tax lien pursuant to Streets and Highways Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

Section 8. Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 67 to the District and establishing an appropriation limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and

establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit "C."

Section 9. The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on October 8, 2024.

Section 10. It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 67 during each of the ninety (90) days preceding the closing of the October 8, 2024 public hearing regarding the levy of the special tax on the territory within Annexation No. 67 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on October 8, 2024, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

Section 11. If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

Section 12. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit "A" hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

Section 13. In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

Section 14. The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

Section 15. An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in population.

Section 16. The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

Section 17. The question of levying a special tax and establishing an appropriations limit shall constitute a single election pursuant to Sections 53325.7, 53326 and 53353 of the Act for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North "D" Street, Perris, California 92570.

Section 18. The Office of the City Manager, 101 North "D" Street, Perris, California 92570, (951) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

Section 19. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in and Section 5 hereof and Proposition A referred to herein.
- B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.
- D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 20. The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

Section 21. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and APPROVED this 8th day of October, 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 8th day of October, 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 CFD No. 2001-3 unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

B. DEFINITIONS

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

Administrative Expenses means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer CFD No. 2001-3 as determined by the Finance Director.

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

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

Base Year means Fiscal Year ending June 30, 2006.

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

City means the City of Perris, California.

Council means the City Council of the City of Perris as the legislative body for CFD No. 2001-3 under the Act.

RESOLUTION NUMBER XXXX

County means the County of Riverside, California.

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

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

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

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

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

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

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

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

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

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

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

Parcel means a lot or parcel shown on an assessor's parcel map with an assigned assessor's parcel number located in CFD No. 2001-3 based on the last equalized tax rolls of the County.

RESOLUTION NUMBER XXXX

Police & Fire Protection Program means a program adopted by the Council pursuant to Section 53313 of the Act for the provision, in a defined area of benefit, of police and fire protection services that are in addition to those services that would be provided to the area of CFD No. 2001-3 if CFD No. 2001-3 were not in existence.

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

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

Special Tax(es) means any tax levy under the Act in CFD No. 2001-3.

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

Zone A means property designated as Zone A.

C. DURATION OF THE SPECIAL TAX

Duration of Special Tax for Taxable Property in CFD No. 2001-3 shall remain subject to the Special Tax in perpetuity.

D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES

1. Classification of Parcels

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

2. Maximum Special Tax Rates

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

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

Each Fiscal Year following the Base Year of FY 2005/06, the Maximum Special Tax Rates shall be increase in accordance with the Annual Tax Escalation Factor.

RESOLUTION NUMBER XXXX

E. SETTING THE ANNUAL SPECIAL TAX LEVY

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

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

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

F. ADMINISTRATIVE CHANGES AND APPEALS

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

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

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to CFD No. 2001-3.

G. MANNER OF COLLECTION

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

Exhibit B

**COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC
SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 67**

TYPES OF SERVICES TO BE FINANCED

Fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto.

Exhibit C

OFFICIAL BALLOT

TO BE OPENED ONLY BY THE CANVASSING BOARD

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, ANNEXATION NO. 67

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

October 8, 2024

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to **MS Perris, LLC**, as owner or authorized representative of such sole owner of 2.07 acres of the land within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 67 (the "Property") and represents **3** of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 67 in perpetuity to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on October 8, 2024 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 67 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2024-2025 is \$386.49 per Single-Family Residential Unit, \$77.29 per Multi-Family Residential Unit and \$1,545.98 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?

YES

NO

Number of votes: 3

Property Owner: _____

By: _____

Attachment No. 3

Resolution Declaring Results of Election

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 67 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 67 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

The City Council (the “Council”) of the City of Perris, California (the “City”), acting in its capacity as the legislative body (the “Legislative Body”) of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the “District”), does hereby resolve as follows:

WHEREAS, the Legislative Body called and duly held an election in the District pursuant to Resolution No. XXXX adopted on October 8, 2024 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as “Annexation No. 67” (the “Property”), a proposition for the levy of a special tax and the establishment of an appropriations limit (“Proposition A”) in accordance with the method set forth in Exhibit “A” to Resolution No. 6477 adopted on August 27, 2024 (the “Resolution of Intention”); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on October 8, 2024 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the “Election Official”) concurring therein; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the “Act”), the special election was held on October 8, 2024; and

WHEREAS, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the “Certificate of the Election Official”), a copy of which is attached hereto as Exhibit “A;”

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

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

Section 2. The canvass of the votes cast in the Property to be annexed to the District at the special election held on October 8, 2024, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

Section 3. Proposition A presented to the qualified electors of the Property for receipt by the Election Official on October 8, 2024, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

Section 4. The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

Section 5. The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

Section 6. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.
- B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.
- D. The City Manager, Assistant City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 7. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED and **APPROVED** this 8th day of October, 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 8th day of October, 2024, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

**COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 67**

**CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on October 8, 2024, held in

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 67

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 8th day of October, 2024.

CITY OF PERRIS, CALIFORNIA, acting as the
LEGISLATIVE BODY OF THE COMMUNITY
FACILITIES DISTRICT NO. 2001-3 (NORTH
PERRIS PUBLIC SAFETY) OF THE CITY OF
PERRIS

By: _____

City Clerk, Nancy Salazar

**COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 67**

**STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION**

	Qualified Landowner Votes	Total Votes Cast	<u>YES</u>	<u>NO</u>
City of Perris, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 67, Special Election, October 8, 2024	3	_____	_____	_____

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 67 in perpetuity to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on October 8, 2024 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 67 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2024-2025 is \$386.49 per Single-Family Residential Unit, \$77.29 per Multi-Family Residential Unit and \$1,545.98 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

11.D.

MEETING DATE: October 8, 2024

SUBJECT: Annexation of Tract 37038 to the City's Maintenance Districts
Owner(s): His Glory Development, LLC
APN(s): 320-360-013
Project: Tract 37038 – 111 Unit Planned Residential Development

REQUESTED ACTION:

1. Open a Public Hearing on Annexation of Tract 37038 to the City's Maintenance District No. 84-1 (Streetlights), Landscape Maintenance District No. 1 (Landscaping), and Flood Control Maintenance District No. 1 (Flood Control Facilities)
2. Open 3 Ballots (one for each maintenance district annexation)
3. Adopt 3 Resolutions Ordering the Annexation of Tract 37038 to the City's Maintenance Districts, Approving the Engineer's Reports, and the Levying of the 2024-2025 Assessments

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION: Tract 37038 is a construction project of a 111 unit planned residential development with common open-space amenities on 14.5 acres located at Dunlap Drive between Orange Avenue and Lemon Avenue (See attached Boundary Map).

On September 10, 2024, resolutions were approved stating the City Council's intention to annex this project into the City's maintenance districts and set a Public Hearing for October 8, 2024.

BUDGET (or FISCAL) IMPACT: The proposed maximum annual assessments are levied on the property within the annexation. They are subject to Standard Inflation Factors for the greater of CPI or three percent (3%), plus energy and water. The current maximum annual assessments, by district, are as follows:

<u>Maintenance District</u>	<u>Maximum Annual Assessment</u>
Maintenance District No. 84-1 (Streetlights)	\$5,248.08
Landscape Maintenance District No. 1 (Landscaping) – Parkways	45,133.71
Flood Control Maintenance District No. 1 (Flood Control Facilities)	842.49
Total Maximum Annual Assessment	\$51,224.28

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

Assistant City Manager: VB

Assistant City Manager: ER

Director of Finance: MS

Attachments:

1. Location Map
2. Resolution Ordering the Annexation of Tract 37038 to MD 84-1, Giving Final Approval to the Engineer's Report, and the Levying of the 2024-2025 Assessments.
3. Resolution Ordering the Annexation of Tract 37038 to LMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2024-2025 Assessments.
4. Resolution Ordering the Annexation of Tract 37038 to FCMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2024-2025 Assessments.

Consent:

Public Hearing: x

Business Item:

Presentation:

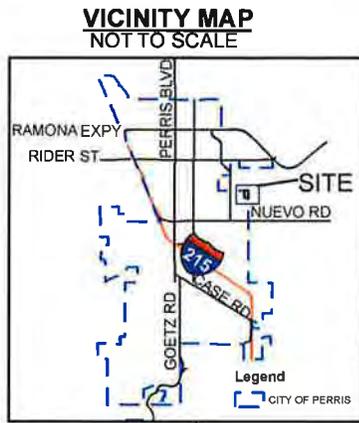
Other:

Attachment No. 1

Location Map

**ANNEXATION OF TRACT 37038 TO CITY OF PERRIS
 MAINTENANCE DISTRICT NO. 84-1,
 LANDSCAPE MAINTENANCE DISTRICT NO. 1,
 AND FLOOD CONTROL MAINTENANCE DISTRICT NO. 1**

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	320-360-013



Owner: His Glory Development, LLC

Facility	Maximum Annual Assessment
Maintenance District No. 84-1 (Streetlights)	\$5,248.08
Landscaping Maintenance - Parkways	45,133.71
Flood Control Facilities	842.49
Total Maximum Annual Assessment	\$51,224.28

Attachment No. 2

Annexation Resolution for MD 84-1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF TRACT 37038 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 10th day of September, 2024, adopt its Resolution of Intention Number 6487 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Maintenance District Number 84-1 (the “District”), which Resolution of Intention Number 6487 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6487, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6487, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Maintenance District No. 84-1 and the annexation thereto, is 68-2651.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide for the energy and maintenance of streetlights and traffic signals that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved; and

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2024-2025 are hereby levied.

ADOPTED, SIGNED and APPROVED this 8th day of October, 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 8th day of October, 2024, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 3

Annexation Resolution for LMD No. 1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF TRACT 37038 TO BENEFIT ZONE 184, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 10th day of September 2024, adopt its Resolution of Intention Number 6490 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District Number 1 (the “District”), which Resolution of Intention Number 6490 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6490, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6490, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Landscape Maintenance District No. 1 and the annexation thereto, is 68-2652.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide landscape maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved; and

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2024-2025 are hereby levied.

ADOPTED, SIGNED and APPROVED this 8th day of October, 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 8th day of October, 2024, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 4

Annexation Resolution for FCMD No. 1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF TRACT 37038 TO BENEFIT ZONE 154, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 10th day of September, 2024, adopt its Resolution of Intention Number 6491 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Flood Control Maintenance District Number 1 (the “District”), and which a Notice of Public Hearing was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Notice on file in the office of the City Clerk; and

WHEREAS, after the adoption of Resolution Number 6491, said Resolution was duly posted in the time, form and manner as required by law, shown by the Affidavit of Posting on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6491, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6491, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Flood Control Maintenance District No. 1 and the annexation thereto, is 68-2657.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide flood control facility maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved; and

Section 4. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2024-2025 are hereby levied.

ADOPTED, SIGNED and APPROVED this 8th day of October, 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 8th day of October, 2024, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

11.E.

MEETING DATE: October 8, 2024

SUBJECT: Conduct a Public Hearing and hold a Special Election for Improvement Area No. 2 of Community Facilities District No. 2022-4 (Park West) of the City of Perris and adopt various Resolutions to amend Improvement Area No. 2 thereof. Improvement Area No. 2 is located south of Nuevo Road and to the east and west of Evans Road.

REQUESTED ACTION: That the City Council adopt the three Resolutions and introduce the first reading of the Ordinance authorizing special tax levy.

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

The City previously received a petition from the property owner, PW Land Investments L.P., a Delaware limited partnership (the "Property Owner"), to create a community facilities district to be designated as "Community Facilities District No. 2022-4 (Park West) of the City of Perris," (the "CFD"). The CFD is located south of Nuevo Road and to the east and west of Evans Road and encompasses approximately 81.43 acres and is planned for 527 single family residential units. Pursuant to Resolution No. 6315, adopted on January 9, 2024 (the "Formation Resolution"), the CFD was formed and three improvement areas were designated therein, consisting of Improvement Area No. 1, Improvement Area No. 2, and Improvement Area No. 3.

The City has received a petition (including consent and waiver) (the "Petition") from the Property Owner, requesting the institution of change proceedings with respect to Improvement Area No. 2 of the CFD. The Property Owner, pursuant to the Petition, has requested the following to reflect changes to the Special Tax (defined herein) and the rate and method of apportionment of the Special Tax for Improvement Area No. 2 of the CFD: (i) changes to revise the square footage categories; (ii) changes to the special tax rates, and (iii) increase the maximum bond authorization to an aggregate principal amount not to exceed \$13,000,000 (collectively, the "Changes").

In such connection, the City is hereby requested to declare its intent to issue bonds in the amount of \$13,000,000 and to take such other actions as it deems necessary to effectuate the Changes and the issuance of the bonds. In the Petition, the Property Owner waives certain requirements of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") for changing the CFD, including notices and time periods for conducting proceedings.

CHANGE PROCEEDINGS PROCESS

Improvement Area No. 2 of the CFD shall finance the same facilities described in the Formation Resolution being (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property, including all furnishings, equipment and supplies related thereto and the payment of development and other fees of public agencies (collectively, the “Facilities”), which Facilities have a useful life of five years or longer; and (2) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering Improvement Area No. 2 of the CFD (the “Incidental Expenses”). The boundary map of the CFD has previously been recorded in the Office of the County Recorder of County of Riverside in Book 92 of Maps of Assessment and Community Facilities Districts at Pages 40 to 41 as Instrument No. 2023-0347787.

The proceedings to institute change proceedings with respect to Improvement Area No. 2 of the CFD are discussed below.

At the August 27, 2024 City Council meeting, the City Council approved the Resolution of Consideration to make changes with respect to Improvement Area No. 2 of the CFD and Resolution approving the Deposit and Reimbursement Agreement related thereto. The Resolution of Consideration does the following: (a) accepts the Petition filed by the Property Owner with respect to Improvement Area No. 2 of the CFD; (b) describes the territory of the boundaries of Improvement Area No. 2 of the CFD; (c) describes the types of facilities and services that will be financed with the special taxes and proceeds of bonds; (d) declares the intent to levy annually a new special tax within Improvement Area No. 2 of the CFD (the “Special Tax”) sufficient to pay for the Facilities and Incidental Expenses; (e) describes the amended rate and method of apportionment of the Special Tax to be levied in Improvement Area No. 2 of the CFD; (f) states the not-to-exceed amounts for bonds to be issued by Improvement Area No. 2 of the CFD; (g) calls a public hearing to be held on October 8, 2024; and (h) describes the proposed voting procedures for Improvement Area No. 2 of the CFD.

Additionally, at the same meeting, the City Council approved the Resolution approving the Deposit and Reimbursement Agreement which approves the Deposit and Reimbursement Agreement, by and between the City and the Property Owner (the “Reimbursement Agreement”) to provide for the deposit of the funds to cover the City’s expenses in connection with the change proceedings.

PUBLIC HEARING AND TONIGHT’S ACTIONS

The proposed Amended CFD 2022-4 Improvement Area No. 2 will meet all requirements of the City’s amended local goals and policies specified in the Debt Issuance and Management Policy adopted on January 10, 2023. The City Council has initiated proceedings to consider the amendment to Improvement Area No. 2 pursuant to the provisions of the Act. Tonight’s Public Hearing will provide the public an opportunity to provide testimony related to the amendments to CFD 2022-4 Improvement Area No. 2.

The below table shows the special taxes which would be applicable to an Assessor’s Parcel classified as Developed Property, as defined in the Amended and Restated Rate and Method of Apportionment, commencing in Fiscal Year 2024-25:

Land Use Class	Land Use Type	Building Square Footage	Assigned Special Tax
1	Residential Property	> 2,700	\$3,554 per Residential Unit
2	Residential Property	2,501 – 2,700	\$3,379 per Residential Unit
3	Residential Property	2,301 – 2,500	\$3,237 per Residential Unit
4	Residential Property	2,101 – 2,300	\$3,112 per Residential Unit
5	Residential Property	1,901 – 2,100	\$3,037 per Residential Unit
6	Residential Property	1,701 – 1,900	\$2,828 per Residential Unit
7	Residential Property	1,501 – 1,700	\$2,715 per Residential Unit
8	Residential Property	≤ 1,500	\$2,602 per Residential Unit
9	Non-Residential Property	N/A	\$26,465 per Acre

Every year, the maximum tax will increase by 2%. The proceedings to amend CFD 2022-4 Improvement Area No. 2 will be accomplished by the adoption of the Resolution authorizing the changes within Improvement Area No. 2, as well as the other Resolutions identified in the recommended actions. The City Council will be taking certain actions including:

1. Adopt a Resolution determining necessity to incur bonded indebtedness and calling a special election within Improvement Area No. 2. (Attachment No. 2)

After the public hearing on the changes and if there is not a majority protest, the City Council, acting as legislative body of the District, will consider calling the election on the changes via the Resolution calling the special election are adopted, the City Clerk will open the ballots and state the results of the election and if approved adopt the resolution declaring the results and the Resolution authorizing the changes. As mentioned above, the Property Owner expressly consented to the conduct of the special election at the earliest possible time following the adoption of the Resolution of Consideration and expressly waived the noticing and time requirements of Section 53326 of the Government Code and the California Elections Code. Accordingly, the election is an all-mailed or personal delivery ballot landowner election, and the ballots for the special election have been mailed or personally delivered to the Property Owner. The ballot contains a proposition relating to the levying of the special taxes, the incurring of bonded indebtedness and the establishment of an appropriations limit for Improvement Area No. 2 of CFD 2022-4 (Attachment No. 2). If the results of the special election reveal that the propositions have received the affirmative vote of two-thirds of the votes cast, the City Council will then:

2. Adopt a Resolution declaring the results of the special election for CFD 2022-4. (Attachment No. 3)
3. Adopt a Resolution authorizing the changes within Improvement Area No. 2 and to increase the bonded indebtedness. (Attachment No. 4)
4. Adopt a motion to introduce and waive the first reading of the Ordinance authorizing the levy of a special tax within Improvement Area No. 2. (Attachment No. 5)

On or before October 23, 2024, the City must record the Amended and Restated Notice of Special Tax Lien.

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

CONCLUSION AND NEXT STEPS

Adopting the attached Resolutions and Ordinance is the last step to enact the change proceedings to Improvement Area No. 2 of the CFD. Following tonight's Public Hearing, the proposed schedule to complete the change proceedings is as follows:

- November 12, 2024: Second reading of Ordinance authorizing special tax levy
- December 13, 2024: Ordinance authorizing special tax levy becomes effective

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

BUDGET (or FISCAL) IMPACT: None. Costs will be paid out of the deposit required under the Deposit and Reimbursement Agreement.

Prepared by: Jessica Santiago, Aleshire & Wynder

REVIEWED BY:

Assistant City Manager: MB

Assistant City Manager: ER

Director of Finance: JA

Attachments:

1. Vicinity Map
2. Resolution determining necessity to incur bonded indebtedness and calling a special election
3. Resolution declaring the results of a special election
4. Resolution authorizing the changes to the special taxes within Improvement Area No. 2
5. Ordinance authorizing the levy of a special tax within Improvement Area No. 2

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

ATTACHMENT 1

Vicinity Map

COPY

92/40

MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK THIS 14th DAY OF November 2023

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST), 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 14th DAY OF November 2023 BY ITS RESOLUTION NO. 12477

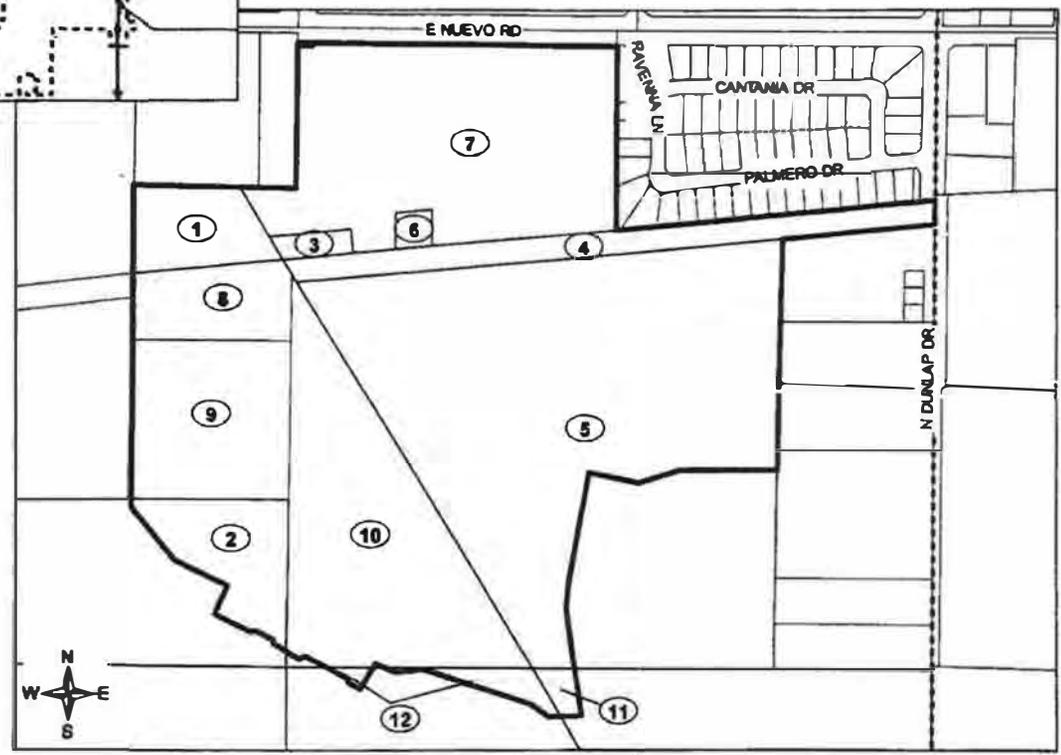
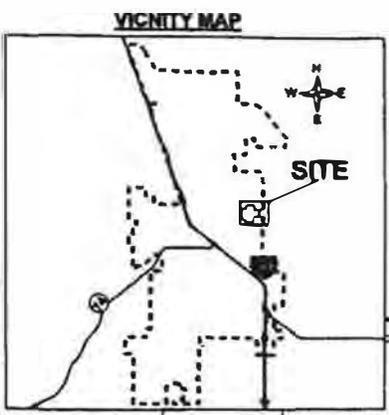
[Signature]
CITY CLERK
CITY OF PERRIS

FILED THIS 20 DAY OF November 2023 AT THE HOUR OF 10:11 O'CLOCK A.M. IN BOOK 52 OF DEEDS OF REASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGES 512-513 IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. Fee: \$11 Recording Reference: 2023-091787

PETER ALDAMA, ASSESSOR-COUNTY CLERK-RECORDER

[Signature]
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS MAP SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON COUNTY OF RIVERSIDE TRACT MAP NO. 38373, RECORDED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ON OCTOBER 11, 2023 AS INSTRUMENT NUMBER 2023-



Legend

- Proposed CFD Boundary
- Map Reference Number
- City of Perris Boundary

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-180-000
2	Portion of 310-180-011
3	310-180-016
4	310-180-020
5	Portion of 310-180-021
6	310-180-048
7	310-180-055
8	310-180-051
9	310-180-062
10	Portion of 310-180-063
11	Portion of 310-180-010
12	Portion of 310-180-025

* REPRESENTS THE ASSESSOR PARCEL NUMBER FOR THOSE PARCELS OR PORTIONS THEREOF INCLUDED WITHIN THE BOUNDARY OF COUNTY OF RIVERSIDE TRACT MAP NO. 38370.



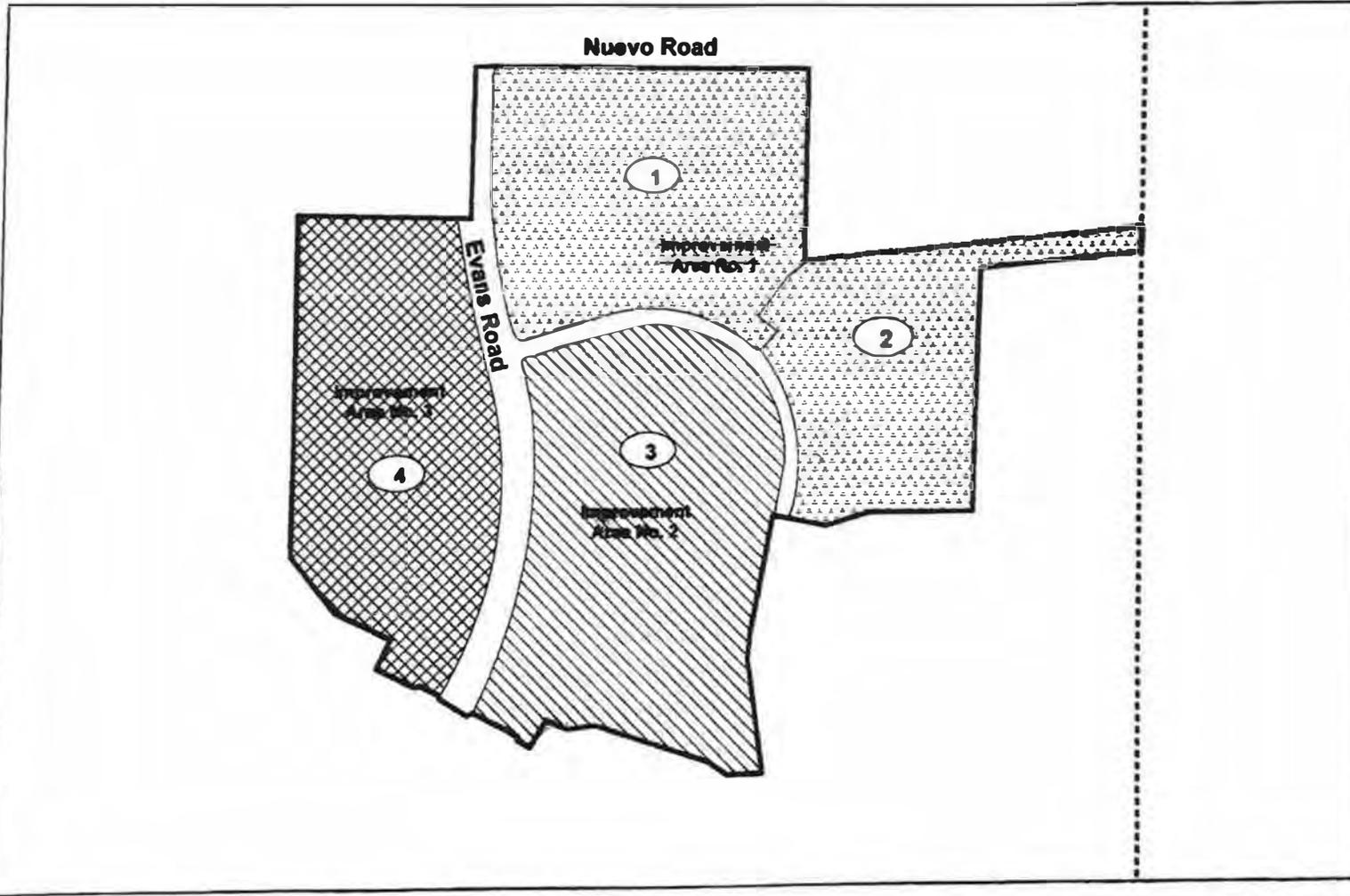
27388 VIA INDUSTRIAL SUITE 1200
TEMECULA, CA 92590
(951) 897-3800

COPY

92
W

MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



- Legend**
- Proposed CFD Boundary
 - City of Perris Boundary
 - Improvement Areas**
 - Improvement Area No. 1
 - Improvement Area No. 2
 - Improvement Area No. 3
 - Improvement Area No. 4
 - Lot Number of Tract Map No. 20375

WILLDAN
Financial Services
7730 VIA INDUSTRIAL, SUITE 200
TEMECULA, CA 92590
(951) 697-3600

ATTACHMENT 2

Resolution Determining Necessity to Incur Bonded Indebtedness and
Calling a Special Election

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS, DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$13,000,000 WITHIN IMPROVEMENT AREA NO. 2 OF SAID DISTRICT; AND CALLING A SPECIAL ELECTION WITHIN SUCH IMPROVEMENT AREA

WHEREAS, on November 14, 2023, the City Council (the “Council”) of the City of Perris, California (the “City”), adopted its Resolution No. 6277 (the “Resolution of Intention”) stating its intention to form Community Facilities District No. 2022-4 (Park West) of the City of Perris (the “District”); and

WHEREAS, on November 14, 2023, the Council adopted its Resolution No. 6278 to incur bonded indebtedness (the “Resolution to Incur Bonded Indebtedness”), stating its intention to incur bonded indebtedness in an amount not to exceed \$12,000,000 within Improvement Area No. 2 (the “Improvement Area”); and

WHEREAS, the Council received a petition from the Property Owner requesting the institution of change proceedings with respect to the Improvement Area of the District; and

WHEREAS, the changes requested related to the rate and method of apportionment of the Special Tax of the Improvement Area of the District, including (i) changes to revise the square footage categories; (ii) changes to the special tax rates, and (iii) increase the maximum bond authorization to an aggregate principal amount not to exceed \$13,000,000 (collectively, the “Changes”); and

WHEREAS, on August 27, 2024, the Council adopted its Resolution No. 6479 stating its intention to make certain changes within the Improvement Area of the District (the “Resolution of Consideration”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, a copy of the Resolution of Consideration, incorporating a description of the boundaries of the Improvement Area of the District, setting forth the rate and method of apportionment and manner of collection of the special tax to be levied within the Improvement Area of the District, and describing the facilities and special taxes authorized to be financed in the Improvement Area is on file with the City Clerk and incorporated herein by this reference; and

WHEREAS, on October 8, 2024, the Council held a noticed public hearing as required by the Act relative to the proposed change proceedings with respect to the Improvement Area of the District; and

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

WHEREAS, at said hearing evidence was presented to the Council on said matters before it, and the Council at the conclusion of said hearing was and is fully advised in the premises; and

WHEREAS, after the hearing, the Council will adopt its resolution authorizing the changes to the levy of a special tax within the boundary of the Improvement Area of the District (the "Resolution of Change"); and

WHEREAS, the proposed special tax to be levied upon property within the Improvement Area to pay principal and interest on the bonds proposed to be issued within the Improvement Area has not been precluded by protest of the sole owner of the area of land within the Improvement Area of the District; and

WHEREAS, the Council wishes to present to the qualified electors of the Improvement Area a combined proposition to, among other things, levy special taxes on property within the Improvement Area, incur bonded indebtedness, and establish an appropriations limit for the Improvement Area, defined below as the Proposition.

NOW, THEREFORE, by the City Council of the City of Perris, acting as the Legislative Body of Community Facilities District No. 2022-4 (Park West) of the City of Perris does hereby resolve as follows:

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

Section 2. The City Council hereby declares and deems that the public convenience and necessity require and it is necessary to incur bonded indebtedness in a maximum aggregate principal amount not to exceed \$13,000,000 within the Improvement Area for the purpose of financing all or a portion of the Facilities and more particularly described as set forth in that certain city officer's report, containing a brief description of the facilities which will be required to adequately meet the needs of the District, filed with the City Council for the District.

Section 3. The purpose of the proposed bonded indebtedness is generally described as follows: to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property, including all furnishings, equipment and supplies related thereto; (2) the payment of development and other fees for the acquisition or construction of the Facilities, which Facilities have a useful life of five years or longer; and (3) the Incidental Expenses.

Section 4. Except for property within the Improvement Area of the District that is exempt, wholly or partially, from the levy of the special tax specified in the applicable rate and method of apportionment of special tax attached to the Resolution of Consideration as Exhibit "C" thereof, the whole of the property within the Improvement Area shall pay for the applicable bonded indebtedness pursuant to the levy of the special tax authorized by the Resolution of Consideration.

Section 5. The maximum term of the bonds or any series thereof to be issued shall in no event exceed forty (40) years.

Section 6. The bonds or any series thereof shall bear interest at a rate not to exceed the greater of twelve percent (12%) per annum or the maximum interest rate permitted by law, payable semiannually, with the actual rates and times of payment to be determined at the time of sale thereof.

Section 7. Pursuant to and in compliance with the provisions of Article 1.5 (commencing with Section 53410) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, the Council hereby establishes the following accountability measures pertaining to any bonded indebtedness incurred by or on behalf of the District:

(a) Such bonded indebtedness shall be incurred for the specific purposes set forth in Section 3 above.

(b) The proceeds of any such bonded indebtedness shall be applied only to the specific purposes identified in Section 3 above.

(c) The documents establishing the terms and conditions for the issuance of any such bonded indebtedness shall provide for the creation of an account or accounts into which the proceeds of such bonded indebtedness shall be deposited.

(d) The City Manager or the City Finance Director/Treasurer, or their designee, acting for and on behalf of the City, shall annually file a report with the Council as required by Government Code Section 53411.

Section 8. Pursuant to Government Code Section 53353.5, the Council hereby submits to the qualified electors of the District a proposition (the "Proposition") to, among other things, levy special taxes on property within the Improvement Area in accordance with the rate and method special tax formulas specified in the Resolution of Consideration, incur bonded indebtedness in the maximum principal aggregate amount of \$13,000,000 within the Improvement Area, and establish an appropriations limit as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the Improvement Area of the District. Said appropriations limit shall be \$13,000,000 for the Improvement Area, and as defined by said Article XIII B, as adjusted for changes in the cost of living and changes in population. The Proposition is attached hereto as Exhibit "A".

Section 9. A special election is hereby called for the Improvement Area within the District on the Proposition set forth in Section 8, hereinabove.

Section 10. The Clerk shall hand deliver the ballots to the landowner on or before October 8, 2024.

Section 11. The time for notice having been waived by all of the qualified electors, the date of the special election for the District on the combined Proposition shall be on the 8th day of October, 2024. The voter ballot shall be returned to the City Clerk at 101 North “D” Street, Perris, California 92570, no later than 6:30 p.m. on October 8, 2024.

Section 12. The Council finds and determines that there were no registered voters residing within the territory of the Improvement Area at the time of the protest hearing and ninety (90) days prior thereto, and that there is only one landowner in the Improvement Area. The requirements of Section 53326 of the Government Code having been waived by the landowner, the ballots for the special election shall be personally delivered to the landowner within the Improvement Area.

Section 13. Notice of said election and written argument for or against the measures has been waived by the landowner pursuant to the petition, dated August 15, 2024, filed by PW Land Investments, L.P., a Delaware limited partnership, with the City.

Section 14. The Improvement Area of the District shall constitute a single election precinct for the purpose of holding said election.

Section 15. The Council hereby directs that the election be conducted by the City Clerk of the City of Perris, as the elections official.

Section 16. The City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 8th day of October, 2024.

MAYOR OF THE CITY OF PERRIS

Attest:

CITY CLERK OF THE CITY OF PERRIS

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution No. _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the _8th day of October, 2024, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

By: _____
City Clerk

EXHIBIT “A”

OFFICIAL BALLOT

**IMPROVEMENT AREA NO. 2
COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST)
OF THE CITY OF PERRIS**

**SPECIAL BOND, TAX AND APPROPRIATIONS LIMIT ELECTION
October 8, 2024**

To vote, mark a cross (+) in the voting square after the word “YES” or after the word “NO.” All marks otherwise made are forbidden.

This ballot is provided to PW LAND INVESTMENTS, L.P., as sole owner or authorized representative of such sole owner of 34.84 acres of land within Improvement Area No. 2 of Community Facilities District No. 2022-4 (Park West) of the City of Perris and represents 35 votes. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North “D” Street, Perris, California 92570.

PROPOSITION: Shall the Proposition authorizing Improvement Area No. 2 of Community Facilities District No. 2022-4 (Park West) of the City of Perris (“IA 2 of CFD”) to incur an indebtedness and issue bonds in the maximum aggregate principal amount of \$13,000,000 at interest rates not to exceed the maximum legal rate; levy a special tax of up to \$3,554 per residential unit, with different rates by square footage of property, adjusted annually by two percent (2%), as described in the Amended and Restated Rate and Method of Apportionment of the Special Taxes for IA 2 of CFD, raising approximately \$600,000 annually, plus permitted adjustments, for fifty (50) years, to pay the principal of and interest on such indebtedness and bonds and to pay directly the cost of the authorized facilities and incidental expenses; and establish an appropriations limit of \$13,000,000 for IA 2 of CFD, all as specified in the City of Perris’ Resolution No. 6479 adopted on August 27, 2024 and Resolution calling the election adopted on October 8, 2024 be adopted?

YES

NO

Signature

Name

ATTACHMENT 3

Resolution Declaring Results of Election

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO THE LEVY OF SPECIAL TAXES THEREIN, THE ISSUANCE OF BONDED INDEBTEDNESS AND THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT

WHEREAS, the City Council (the “Council”) of the City of Perris, California (the “City”), in its capacity as the legislative body of Community Facilities District No. 2022-4 (Park West) of the City of Perris (the “District”), called and duly held an election in Improvement Area No. 2 (the “Improvement Area”) of the District pursuant to Resolution No. _____ (the “Resolution Calling Election”) for the purpose of presenting to the qualified electors within the Improvement Area of the District, a proposition for the levy of special taxes (the “Proposition”) in accordance with the respective method set forth in Exhibit “A” to Resolution No. 6479 (the “Resolution of Consideration”), the issuance of bonded indebtedness, and establishment of the appropriation limits; and

WHEREAS, the sole landowner of record within the Improvement Area of the District, as of the close of the public hearing held on October 8, 2024, unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowner which is on file with the City Clerk, as the election official (the “Election Official”) concurring therein; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the “Act”), the special election was held on October 8, 2024; and

WHEREAS, there has been presented to the Council a Certificate of the Election Official as to the results of the canvass of the election returns (the “Certificate of the Election Official”), a copy of which is attached hereto as Exhibit “A” and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Perris acting as the Legislative Body of the Community Facilities District No. 2022-4 (Park West) of the City of Perris, as follows:

Section 1. The above recitals are all true and correct.

Section 2. The canvass of the votes cast in the District at the special election held in the Improvement Area of the District on October 8, 2024, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

Section 3. The Proposition presented to the qualified electors of the Improvement Area of the District, for receipt by the Election Official on October 8, 2024, has received a unanimous vote of the qualified electors voting at said election, and the Proposition has carried. The Council is hereby authorized to take the necessary steps to levy the special taxes authorized by the Proposition on the property within the Improvement Area, and to issue, from time to time as it determines appropriate, bonds for the benefit of the Improvement Area secured by such special taxes.

Section 4. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Council hereby establishes the following accountability measures pertaining to the levy of the special taxes on the Improvement Area of the District described in Section 3 above:

(i) Such special taxes shall be levied for the specific purposes set forth in the Proposition described in Section 3 hereof.

(ii) The proceeds of the levy of such special taxes shall be applied only to the specific purposes set forth in the Proposition described in Section 3 hereof.

(iii) The District shall establish an account or accounts into which the proceeds of such special taxes shall be deposited.

(iv) The City Manager or the City Finance Director/Treasurer, or their designee, acting for and on behalf of the District, shall annually file a report with the Council as required pursuant to Government Code Section 50075.3.

Section 5. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside an Amended and Restated Notice of Special Tax Lien for the Improvement Area in the form required by the Act and Division 4.5 of the California Streets and Highways Code no later than fifteen (15) days following the passage and adoption of this Resolution pursuant to Section 53328.3 of the Act.

Section 6. This Resolution shall take effect immediately upon its adoption.

Section 7. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED and APPROVED this 8th day of October, 2024.

MAYOR OF THE CITY OF PERRIS

Attest:

CITY CLERK OF THE CITY OF PERRIS

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution No. ____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 8th day of October, 2024, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

By: _____
City Clerk

EXHIBIT A

CITY OF PERRIS, CALIFORNIA

**IMPROVEMENT AREA NO. 2 OF
COMMUNITY FACILITIES DISTRICT NO. 2022-4
(PARK WEST) OF THE CITY OF PERRIS**

**CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

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

I, Nancy Salazar, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of Community Facilities District No. 2022-4 (Park West) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on October 8, 2024, held in

**IMPROVEMENT AREA NO. 2 OF
COMMUNITY FACILITIES DISTRICT NO. 2022-4
(PARK WEST) OF THE CITY OF PERRIS**

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots cast within the property within Improvement Area No. 2 of Community Facilities District No. 2022-4 (Park West) of the City of Perris for the proposition, and the totals of the respective columns and the totals as shown for the proposition are full, true and correct.

WITNESS my hand and Official Seal this 8th day of October, 2024.

CITY OF PERRIS, CALIFORNIA, acting as the
LEGISLATIVE BODY OF THE COMMUNITY
FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF
THE CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

CITY OF PERRIS
IMPROVEMENT AREA NO. 2 OF
COMMUNITY FACILITIES DISTRICT NO. 2022-4
(PARK WEST) OF THE CITY OF PERRIS

STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTIONS
October 8, 2024

	<u>Qualified Landowner Votes</u>	<u>Votes Cast</u>	<u>YES</u>	<u>NO</u>
City of Perris, Improvement Area No. 2 of Community Facilities District No. 2022-4 (Park West) of the City of Perris, Special Election October 8, 2024				<u>0</u>

PROPOSITION SUBMITTED TO VOTE OF VOTERS: Shall the Proposition authorizing Improvement Area No. 2 of Community Facilities District No. 2022-4 (Park West) of the City of Perris (“IA 2 of CFD”) to incur an indebtedness and issue bonds in the maximum aggregate principal amount of \$13,000,000 at interest rates not to exceed the maximum legal rate; levy a special tax of up to \$3,554 per residential unit, with different rates by square footage of property, adjusted annually by two percent (2%), as described in the Amended and Restated Rate and Method of Apportionment of the Special Taxes for IA 2 of CFD, raising approximately \$600,000 annually, plus permitted adjustments, for fifty (50) years, to pay the principal of and interest on such indebtedness and bonds and to pay directly the cost of the authorized facilities and incidental expenses; and establish an appropriations limit of \$13,000,000 for IA 2 of CFD, all as specified in the City of Perris’ Resolution No. 6479 adopted on August 27, 2024 and Resolution calling the election adopted on October 8, 2024 be adopted?

Dated: October 8, 2024

Nancy Salazar, City Clerk and Election Office

ATTACHMENT 4

Resolution Authorizing the Changes to the Special Taxes Within
Improvement Area No. 2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AUTHORIZING THE CHANGES TO THE SPECIAL TAXES WITHIN IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS; AND ITS INTENTION TO INCREASE THE BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$13,000,000; AND TAKING CERTAIN OTHER ACTIONS RELATING TO SAID DISTRICT

WHEREAS, the City Council (the “Council”) of the City of Perris, California (the “City”), on August 27, 2024, has heretofore adopted its resolution of consideration (the “Resolution of Consideration”) stating its intention to make certain changes within Improvement Area No. 2 (the “Improvement Area”) of Community Facilities District No. 2022-4 (Park West) 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; and

WHEREAS, the changes to the rate and method of apportionment of the Special Tax of the Improvement Area of the District include (i) changes to revise the square footage categories; (ii) changes to the special tax rates, and (iii) increase the maximum bond authorization to an aggregate principal amount not to exceed \$13,000,000 (collectively, the “Changes”); and

WHEREAS, a copy of the Resolution of Consideration, incorporating a description of the boundaries of Improvement Area of the District, setting forth the Amended and Restated Rate and Method of Apportionment and manner of collection of the special tax to be levied within the Improvement Area of the District, and describing the facilities and special taxes authorized to be financed in Improvement Area is on file with the City Clerk and incorporated herein by reference; and

WHEREAS, the City Council has heretofore received a request from the landowner (the “Owner”) of the property within the Improvement Area of the District, requesting the Changes within the Improvement Area; and

WHEREAS, the Resolution of Consideration set October 8, 2024, as the date of the public hearing on the changes within the Improvement Area of the District; and

WHEREAS, at said hearing all persons within the Improvement Area and not exempt from the special tax desiring to be heard on all matters pertaining to the changes within the Improvement Area of the District were heard and a full and fair hearing was held; and

WHEREAS, at said hearing evidence was presented to the Council on said matters before it, and this Council at the conclusion of said hearing was fully advised in the premises; and

WHEREAS, following such public hearing, this Council adopted a resolution determining necessity to incur bonded indebtedness within the Improvement Area and calling a special election to be held within the Improvement Area (the “Resolution Calling Special Election”); and

WHEREAS, on October 8, 2024, an election in the Improvement Area on the proposition identified in the Resolution Calling Special Election was duly held; and

WHEREAS, following such election, this Council adopted a resolution declaring the results of the special election, wherein this Council determined that the propositions within the Improvement Area were approved by more than 2/3 of the qualified electors within such the Improvement Area (the “Resolution Declaring Results”).

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. Pursuant to Section 53325.1(b) of the Government Code, the Council finds and determines that the proceedings prior hereto were valid and in conformity with the requirements of the Act including, without limitation, the following:

- A. Filing of a petition of a landowner requesting institution of change proceedings to the District and incorporating waivers permitted by the Act;
- B. Adoption of a Resolution of Consideration regarding the changes to the Improvement Area of the District;
- C. Adoption of a Resolution of Intention to Incur Bonded Indebtedness in an amount not to exceed \$13,000,000 within the Improvement Area of the District;
- D. Publication and mailing of notice of public hearing on the changes to the Improvement Area of the District and of the proposed debt issue;
- E. Conducting of public hearing on the changes to the District, the proposed public facilities and the incurring of the proposed debt, changes to the special taxes, at which time all interested persons or taxpayers not exempt from the special tax within the Improvement Area of the District were permitted to protest orally or in writing against the changes to the Improvement Area of the District, were permitted to file written protests to the regularity or sufficiency of the proceedings, and any person interested, including persons owning property within the Improvement Area of the District, were permitted to appear and present any matters material to the questions set forth in the Resolution of Intention to Incur Bonded Indebtedness.

- F. Adoption of a Resolution Calling Special Election.
- G. Holding of Special Election within the Improvement Area on the proposition of approving the Changes.
- H. Adoption of the Resolution Declaring Results.

Section 3. The description and map of the boundaries of the District on file in the City Clerk's office has been recorded in the Office of the County Recorder of County of Riverside in Book 92 of Maps of Assessment and Community Facilities Districts at Pages 40 to 41 as Instrument No. 2023-0347787.

Section 4. The type of public facilities and fees ("Facilities") authorized to be provided within the Improvement Area of the District include certain real and other tangible property with an estimated useful life of five years or longer. The Facilities are more fully described in Exhibit "B" attached hereto and by this reference incorporated herein.

Section 5. Except where funds are otherwise available, there shall be levied annually in accordance with procedures contained in the Act a special tax within the Improvement Area of the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for: (i) the Facilities and incidental expenses ("Incidental Expenses"); and (ii) the principal and interest and other periodic costs on bonds or other indebtedness issued to finance the Facilities and Incidental Expenses. The amended and restated rate and method of apportionment ("Amended RMA") and manner of collection of the special tax within the District is described in detail in Exhibit "A" with respect to the Improvement Area ("Exhibit "A") attached hereto and incorporated herein by this reference.

Section 6. If special taxes of the Improvement Area of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied for a period not to exceed the date provided in the Amended RMA, as further described in Exhibit "A" hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

Section 7. The special tax within Improvement Area of the District is based on the expected demand that each parcel of real property within the Improvement Area of the District will place on the Facilities, on the benefit that each parcel derives from the right to access the Facilities, and on other reasonable factors. The Council hereby determines the Amended RMA set forth in Exhibit "A" to be reasonable. The special tax within the Improvement Area of the District is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within an Improvement Area of the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit "A", the Council shall, on behalf of the District, cause the levy to be

increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit “A,” to the extent necessary upon the remaining property within the Improvement Area of the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. The obligation to pay special taxes may be prepaid as set forth in Exhibit “A.”

Section 8. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the City Council hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax with respect to each Improvement Area as described in Section 7 above:

- A. Such Special Tax within the Improvement Area shall be levied for the specific purposes set forth in Section 6 hereof.
- B. The proceeds of the levy of such Special Tax within the Improvement Area shall be applied only to the specific purposes set forth in Section 6 hereof.
- C. Improvement Area of the District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.
- D. The City Manager, Assistant City Manager or Finance Director, or his or her designee, acting for and on behalf of the CFD, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3 and other applicable law.

Section 9. Upon recordation of a notice of the amended special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure the levy of the special tax shall attach to all nonexempt real property in the Improvement Area of the District, and this lien shall continue in force and effect until the special tax obligation is prepaid or otherwise permanently satisfied and the lien cancelled in accordance with law or until collection of the tax by the Improvement Area of the District ceases. The City Clerk is hereby ordered to promptly record an Amended and Restated Notice of Special Tax Lien, in the form approved by the City’s bond counsel, for the Improvement Area.

Section 10. The Council finds that the Facilities are necessary to meet the increased demand put upon the City as a result of the development within the Improvement Area of the District.

Section 11. The Council finds that there is not an *ad valorem* property tax currently being levied on property within the Improvement Area of the District for the exclusive purpose of paying principal of or interest on bonds or other indebtedness incurred to finance construction of capital facilities which provide the same services to the territory of the Improvement Area of District as provided by the Facilities.

Section 12. An appropriation limit for the Improvement Area of the District is established as the amount of \$20,000,000, as adjusted for changes in the cost of living and changes in population.

RESOLUTION NUMBER _____

Section 13. Pursuant to Section 53338(b) of the Government Code, the Council finds and determines that the new special taxes and Changes within the Improvement Area of the District are lawfully authorized.

Section 14. The Office of the City Clerk, or its designee is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies within the Improvement Area of the District pursuant to 53340.2 of the Government Code.

RESOLUTION NUMBER _____

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2024.

MAYOR OF THE CITY OF PERRIS

ATTEST:

CITY CLERK OF THE CITY OF PERRIS

APPROVED AS TO FORM:

CITY ATTORNEY OF THE CITY OF PERRIS

RESOLUTION NUMBER _____

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 passed and adopted by the City Council of the City of Perris at the regular meeting thereof, held on the ___ day of _____, 2024, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) IMPROVEMENT AREA NO. 2

A Special Tax shall be levied on all Taxable Property within the boundaries of Improvement Area No. 2 of Community Facilities District No. 2022-4 (Park West) of the City of Perris (“CFD No. 2022-4 IA2”) and collected each Fiscal Year commencing in Fiscal Year 2025-26, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2022-4 IA2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

1. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“**Acre**” or “**Acreage**” means the land area of an Assessor’s Parcel as shown on an Assessor’s Parcel Map, or if the land area is not shown on an Assessor’s Parcel Map, the land area shown on the applicable Final Map. An Acre means 43,560 square feet of land.

“**Act**” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

“**Administrative Expenses**” means the following actual or reasonably estimated costs related to the administration of CFD No. 2022-4 IA2 including, but not limited to: the costs of preparing and computing the Annual Special Tax (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City, the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2022-4 IA2, or any designee thereof complying with arbitrage rebate requirements, including without limitation rebate liability costs and periodic rebate calculations; the costs to the City, CFD No. 2022-4 IA2, or any designee thereof complying with disclosure or reporting requirements of the City or CFD No. 2022-4 IA2, associated with applicable federal and State laws; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2022-4 IA2, or any designee thereof related to an appeal of the Special Tax; and the City’s annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-4 IA2 for any other administrative purposes of CFD No. 2022-4 IA2, including attorney’s fees and other costs related to commencing and pursuing any foreclosure of delinquent Special Taxes.

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

“Assessor” means the Assessor of the County of Riverside.

“Assessor's Parcel” means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

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

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

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

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

“Bonds” means any bonds or other Debt of CFD No. 2022-4 IA2, whether in one or more series, secured by the levy of Special Taxes.

“Boundary Map” means the map of the boundaries of CFD No. 2022-4 recorded on November 20, 2023 in the Riverside County Recorder's Office in Book 92, Pages 40-41, of Maps of Assessments and Community Facilities Districts (instrument number 2023-0347787).

“Building Permit” means a building permit for construction of a Residential Unit within CFD No. 2022-4 IA2 issued by the City.

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

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

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

“CFD No. 2022-4” means the Community Facilities District No. 2022-4 (Park West) Improvement Area No. 2 of the City of Perris.

“City” means the City of Perris, California.

“Council” means the City Council of the City acting as the legislative body of CFD No. 2022-4 under the Act.

“County” means the County of Riverside, California.

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

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

“Developed Property” means for each Fiscal Year, all Taxable Property, exclusive of Provisional Property and Provisional Welfare Property, for which a Building Permit was issued prior to May 1 of the previous Fiscal Year. An Assessor’s Parcel classified as Developed Property but for which the Building Permit that caused such Assessor’s Parcel to be classified as Developed Property has been cancelled and/or voided prior to the Fiscal Year for which Special Taxes are being levied shall be reclassified as Undeveloped Property, provided that the levy of the Annual Special Tax after such reclassification shall not be less than 1.1 times the annual Debt Service less Administrative Expenses on all Outstanding Bonds. If Bonds have not been issued, an Assessor’s Parcel classified as Developed Property for which such a Building Permit has been cancelled and/or voided shall be reclassified as Undeveloped Property.

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

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

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

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

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

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

“Lower Income Households Welfare Exemption Property” means, for each Fiscal Year, an Assessor’s Parcel that is entitled to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County Assessor’s roll finalized as of January 1 of the previous Fiscal Year; provided that such Assessor’s Parcel shall not be classified as Lower Income Households Welfare Exemption Property if Debt is outstanding for CFD No. 2022-4 IA2 and the Assessor’s Parcel was assumed to be subject to the Special Tax prior to receiving the exemption, in which case the Assessor’s Parcel shall remain subject to the Special Tax and the Special Tax shall be enforceable against the Assessor’s Parcel.

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

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

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

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

“Property Owner Association Property” means any Assessor’s Parcel within the boundaries of CFD No. 2022-4 IA2 owned in fee by a property owner association, including any master or sub-association.

“Proportionately” or “Proportionate” means for Developed Property, that the ratio of the actual Special Tax levy to the applicable Assigned Special Tax or Backup Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property. **“Proportionately”** may similarly be applied to other categories of Taxable Property as listed in Section 4 below.

“Provisional Property” means all Assessor’s Parcels of Public Property, Property Owner Association Property or property that would otherwise be classified as Exempt Property pursuant to the provisions of Section 8, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage as set forth in Section 8.

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

“Public Property” means any property within the boundaries of CFD No. 2022-4 IA2, which is owned by, or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency; provided however that any property owned by a public agency and leased to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

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

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

“Special Tax” means any special tax levied within CFD No. 2022-4 IA2 pursuant to the Act and this Amended and Restated Rate and Method of Apportionment of Special Tax.

“Special Tax Obligation” means the total obligation of an Assessor’s Parcel of Taxable Property to pay the Special Tax for the remaining life of CFD No. 2022-4 IA2.

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

a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

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

“**Taxable Property**” means all of the Assessor's Parcels within the boundaries of CFD No. 2022-4 IA2, which are not exempt from the levy of the Special Tax pursuant to law or Section 8 below.

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

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

2. LAND USE CLASSIFICATION

Each Fiscal Year, beginning with Fiscal Year 2025-26, each Assessor’s Parcel within CFD No. 2022-4 IA2 shall be classified as Taxable Property or Exempt Property. In addition, all Taxable Property shall further be classified as Developed Property, Undeveloped Property, Provisional Welfare Property, or Provisional Property, and all such Taxable Property shall be subject to the levy of Special Taxes in accordance with this Amended and Restated Rate and Method of Apportionment of Special Tax determined pursuant to Sections 3 and 4 below. Furthermore, each Assessor’s Parcel of Developed Property and Provisional Welfare Property shall be classified according to its applicable Land Use Class based on its Building Square Footage.

3. SPECIAL TAX RATES

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

The Assigned Special Tax applicable to an Assessor's Parcel classified as Developed Property or Provisional Welfare Property commencing in Fiscal Year 2024-25 shall be determined pursuant to Table 1 below.

**Table 1
Assigned Special Tax
Fiscal Year 2024-25**

Land Use Class	Land Use Type	Building Square Footage	Assigned Special Tax
1	Residential Property	> 2,700	\$3,554 per Residential Unit
2	Residential Property	2,501 – 2,700	\$3,379 per Residential Unit
3	Residential Property	2,301 – 2,500	\$3,237 per Residential Unit
4	Residential Property	2,101 – 2,300	\$3,112 per Residential Unit
5	Residential Property	1,901 – 2,100	\$3,037 per Residential Unit
6	Residential Property	1,701 – 1,900	\$2,828 per Residential Unit
7	Residential Property	1,501 – 1,700	\$2,715 per Residential Unit
8	Residential Property	≤ 1,500	\$2,602 per Residential Unit
9	Non-Residential Property	N/A	\$26,465 per Acre

Each July 1, commencing July 1, 2025, the Assigned Special Tax for Developed Property and Provisional Welfare Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

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

The Backup Special Tax for Developed Property and Provisional Welfare Property commencing in Fiscal Year 2024-25 shall be \$26,465 per Acre. Each July 1, commencing July 1, 2025, the Backup Special Tax for Developed Property and Provisional Welfare Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

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

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

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

D. Maximum Special Tax for Provisional Property and Undeveloped Property

The Maximum Special Tax for Provisional Property and Undeveloped Property commencing in Fiscal Year 2024-25 shall be \$26,465 per Acre. Each July 1, commencing July 1, 2025, the Maximum Special Tax for Provisional Property and Undeveloped Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

4. METHOD OF APPORTIONMENT

For each Fiscal Year, commencing Fiscal Year 2024-25, the CFD Administrator shall levy the Special Tax on all Taxable Property in accordance with the following steps:

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

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

Step 3: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax amount determined in Step 1

shall be increased Proportionately on each Assessor's Parcel of Developed Property up to 100% of the Maximum Special Tax for Developed Property;

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

Step 5: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the Maximum Special Tax for Provisional Property;

Notwithstanding the above, under no circumstances will the Special Tax levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of a delinquency or default in the payment of the Special Tax applicable to any other Assessor's Parcel within CFD No. 2022-4 IA2 by more than ten percent (10%) above what would have been levied in the absence of such delinquencies or defaults.

5. COLLECTION OF SPECIAL TAXES

Collection of the Annual Special Tax shall be made by the County in the same manner as ordinary ad valorem property taxes are collected and the Annual Special Tax shall be subject to the same penalties and the same lien priority in the case of delinquency as ad valorem taxes; provided, however, that the Council may provide for (i) other means of collecting the Special Tax, including direct billings thereof to the property owners; and (ii) judicial foreclosure of delinquent Annual Special Taxes.

6. PREPAYMENT OF SPECIAL TAX OBLIGATION

A. Prepayment in Full

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

"CFD Public Facilities Costs" means \$8,600,000 or such lower number as (i) shall be determined by the CFD Administrator as sufficient to acquire or construct the facilities to be financed under the Act and financing program for CFD No. 2022-4 IA2, or (ii) shall be determined by the Council concurrently with a covenant that it will not issue any more Bonds (except refunding bonds).

"Construction Fund" means the fund (regardless of its name) established pursuant to the Indenture to hold funds, which are currently available for expenditure to acquire or construct the facilities or pay fees authorized to be funded by CFD No. 2022-4.

"Future Facilities Costs" means the CFD Public Facilities Costs minus (i) costs previously paid from the Construction Fund to acquire or construct the facilities, (ii) monies currently on deposit in the Construction Fund, and (iii) monies currently on deposit

in an escrow or other designated fund that are expected to be available to finance CFD Public Facilities Costs.

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

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

The Special Tax Obligation applicable to an Assessor’s Parcel of Taxable Property for which a Building Permit has been issued or is anticipated to be issued may be prepaid and the obligation to pay the Special Tax for such Assessor’s Parcel permanently satisfied as described herein, provided that a prepayment may be made with respect to a particular Assessor’s Parcel only if there are no delinquent Special Taxes with respect to such Assessor’s Parcel at the time of prepayment or the delinquent special taxes are paid off concurrently with the prepayment to the satisfaction of the CFD Administrator. An owner of an Assessor’s Parcel eligible to prepay the Special Tax Obligation shall provide the CFD Administrator with written notice of intent to prepay, and designate or identify the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the Prepayment Amount for such Assessor’s Parcel within thirty (30) days of the request, and may charge a reasonable fee for providing this service. Prepayment must be made at least 60 days prior to any redemption date for the CFD No. 2022-4 IA2 Bonds to be redeemed with the proceeds of such prepaid Special Taxes, unless a shorter period is acceptable to the Trustee and the City.

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

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

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

Step No.:

1. Confirm that no Special Tax delinquencies apply to such Assessor’s Parcel.
2. For Assessor’s Parcels of Developed Property, determine the Maximum Special Tax. For Assessor’s Parcels of Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for that Assessor’s Parcel as though it was already designated as Developed Property, based upon the Building Permit which has already been issued for that Assessor’s Parcel.

3. Divide the Maximum Special Tax computed pursuant to paragraph 2 by the total expected Maximum Special Tax revenue for CFD No. 2022-4 IA2 assuming all Building Permits have been issued (build-out) within CFD No. 2022-4 IA2, excluding any Assessor's Parcels for which the Special Tax Obligation has been previously prepaid.
4. Multiply the quotient computed pursuant to paragraph 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid for all applicable parcels and round that amount up to the nearest \$5,000 increment (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (expressed as a percentage), if any, on the Outstanding Bonds to be redeemed at the first available call date (the "Redemption Premium").
6. Compute the Future Facilities Costs.
7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Prepayment Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the expected redemption date for the Outstanding Bonds which, depending on the Indenture, may be as early as the next interest payment date, but the redemption date may be any date determined by the CFD Administrator as convenient and appropriate and permitted by the Indenture and does not have to be the next interest payment date.
9. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Prepayment Amount and the Prepayment Administrative Fees from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
10. Subtract the amount computed in paragraph 9 from the amount computed in paragraph 8 (the "Defeasance Amount").
11. Calculate the administrative fees and expenses of CFD No. 2022-4 IA2, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2022-4 IA2, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Administrative Fees").
12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment calculation date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if, after the Prepayment Amount is calculated, reserve funds are below 100% of the reserve requirement.

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

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

15. From the Prepayment Amount, the sum of the amounts computed pursuant to paragraphs 4, 5, and 10, less the amounts computed pursuant to paragraphs 12 and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make Debt Service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 11 shall be retained by CFD No. 2022-4.

The Prepayment Amount may be sufficient to redeem an amount other than a \$5,000 increment of CFD No. 2022-4 IA2 Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to redeem CFD No. 2022-4 IA2 Bonds to be used with the next prepayment of CFD No. 2022-4 IA2 Bonds.

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

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

B. Partial Prepayment

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

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

These terms have the following meaning:

PP = the partial prepayment
P_E = the Prepayment Amount calculated according to Section 6.A
F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax Obligation
A = the Prepayment Administrative Fees and Expenses from Section 6.A

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

With respect to any Assessor's Parcel that is partially prepaid, the City shall (i) distribute the funds remitted to it according to Section 6.A., and (ii) indicate in the records of CFD No. 2022-4 IA2 that there has been a partial prepayment of the Special Tax Obligation and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the Maximum Special Tax, shall continue to be levied on such Assessor's Parcel.

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

7. TERM OF SPECIAL TAX

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for a period not to exceed fifty (50) Fiscal Years commencing with Fiscal Year 2025-26, provided however that the Special Tax will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined that all required interest and principal payments on CFD No. 2022-4 IA2 bonds have been paid.

8. EXEMPTIONS

The CFD Administrator shall classify as Exempt Property (i) Assessor's Parcels of Public Property, (ii) Assessor's Parcels of Property Owner Association Property, or (iii) Assessor's Parcels which are used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Lower Income Households Welfare Exemption Property, and (vi) Assessor's Parcels of Developed Property classified as Non-Residential Property as determined reasonably by the CFD Administrator, provided that no such classification would reduce the sum of all Taxable Property in CFD No. 2022-4 IA2 to less than 21.89 Acres. Assessor's Parcels of Lower Income Households Welfare Exemption Property which cannot be classified as Exempt Property because such

classification would reduce the sum of all Taxable Property in CFD No. 2022-4 IA2 to less than 21.89 Acres shall be classified as Provisional Welfare Property and will continue to be subject to the CFD No. 2022-4 IA2 Special Taxes accordingly. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the sum of all Taxable Property in CFD No. 2022-4 IA2 to less than 21.89 Acres shall be classified as Provisional Property and will continue to be subject to the CFD No. 2022-4 IA2 Special Taxes accordingly. Tax exempt status for the purpose of this paragraph will be assigned by the CFD Administrator in the chronological order in which property becomes eligible for classification as Exempt Property.

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

9. APPEALS

Any landowner who pays the Special Tax and claims the amount of the Special Tax levied on his or her Assessor's Parcel is in error shall first consult with the CFD Administrator regarding such error not later than thirty-six (36) months after first having paid the first installment of the Special Tax that is disputed. If following such consultation the CFD Administrator determines that an error has occurred, then the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

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

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

10. INTERPRETATIONS

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

ATTACHMENT 5

Ordinance Authorizing the Levy of a Special Tax within Improvement
Area No. 2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 2 OF SAID DISTRICT

WHEREAS, on August 27, 2024, the City Council (the “Council”) of the City of Perris, California (the “City”) adopted Resolution No. 6479 (the “Resolution of Consideration”) declaring its intention to make certain changes within Improvement Area No. 2 (the “Improvement Area”) of Community Facilities District No. 2022-4 (Park West) of the City of Perris (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”); and

WHEREAS, on October 8, 2024, and in accordance with the Act, the Council opened a public hearing after providing all notice required relating to the change proceedings relating to the Improvement Area of the District, and setting forth the amended and restated rate and method of apportionment and manner of collection of the special tax to be levied within the Improvement Area, which will be used to pay principal and interest on bonds proposed to be authorized within the Improvement Area, the proceeds of which will be applied to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property, including all furnishings, equipment and supplies related thereto; (2) the payment of development and other fees for the acquisition or construction of public facilities (collectively, the “Facilities”), which Facilities have a useful life of five years or longer; and (3) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District, as further described in the Resolution of Consideration; and

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

WHEREAS, on October 8, 2024, following the close of the public hearing, the Council adopted a resolution determining the necessity to incur bonded indebtedness of the District (the “Resolution Calling a Special Election”) which called a consolidated special election on October 8, 2024, within the Improvement Area of the District on a proposition relating to the levying of special taxes, the incurring of bonded indebtedness and the establishment of an appropriations limit for the Improvement Area (the “Special Election”); and

WHEREAS, on October 8, 2024, the Special Election was held within the Improvement Area of the District at which the qualified electors of the Improvement Area,

approved by more than a two-thirds vote the proposition labeled on the official ballot as the "Proposition," which generally authorized the levy of special taxes within the Improvement Area, for the District as described in the Resolution of Consideration; and

WHEREAS, on October 8, 2024, following its determination that the requisite two-thirds of votes cast at the Special Election were in favor of levying the special taxes, the City Council directed the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien for the Improvement Area in the form required by the Act and Division 4.5 of the California Streets and Highways Code pursuant to Section 53328.3 of the Act.

THE CITY COUNCIL OF THE CITY OF PERRIS, IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS, DOES HEREBY ORDAIN AS FOLLOWS:

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

Section 2. By the passage of this Ordinance, the Council authorizes the levy of a special tax within the Improvement Area of the District at the maximum rate in accordance with the amended and restated rate and method of apportionment for the Improvement Area set forth as Exhibit "C" to the Resolution of Consideration, and for reference purposes are attached hereto as Exhibit "A" and incorporated herein by this reference (the "Rate and Method").

Section 3. The Council or its designee is hereby further authorized to determine, by ordinance, resolution, or by other action if permitted by then applicable law, on or before August 1 of each year, the specific special tax to be levied for the next ensuing fiscal year on each parcel of land in the Improvement Area of the District. The special tax to be levied shall not exceed the maximum rates set forth in the Rate and Method, respectively, but the special tax may be levied at a lower rate. The City Clerk is authorized and directed to file with the county auditor on or before the 10th day of August of each tax year a certified copy of such ordinance or resolution accompanied by a list of all parcels subject to the special tax levy with the tax to be levied on each parcel.

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

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

Section 5. The special taxes shall be collected pursuant to the Rate and Method from time to time as necessary to meet the financial obligations of the District on the secured real property tax roll in the same manner as ordinary ad valorem taxes are collected, or

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

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

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this ___th day of _____, 2024.

MAYOR OF THE CITY OF PERRIS

Attest:

CITY CLERK OF THE CITY OF PERRIS

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number _____ was duly introduced for first reading by the City Council of the City of Perris at a regular meeting of said Council on the 8th day of October, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

and that it was adopted at a regular meeting of said Council on the ___th day of _____, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
City Clerk

EXHIBIT "A"

**AMENDED AND RESTATED RATE AND METHOD OF
APPORTIONMENT OF SPECIAL TAX
FOR IMPROVEMENT AREA NO. 2
OF COMMUNITY FACILITIES DISTRICT NO. 2022-4
(PARK WEST) OF THE CITY OF PERRIS**

[SEE ATTACHED]

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) IMPROVEMENT AREA NO. 2

A Special Tax shall be levied on all Taxable Property within the boundaries of Improvement Area No. 2 of Community Facilities District No. 2022-4 (Park West) of the City of Perris (“CFD No. 2022-4 IA2”) and collected each Fiscal Year commencing in Fiscal Year 2025-26, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2022-4 IA2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

1. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“**Acre**” or “**Acreage**” means the land area of an Assessor’s Parcel as shown on an Assessor’s Parcel Map, or if the land area is not shown on an Assessor’s Parcel Map, the land area shown on the applicable Final Map. An Acre means 43,560 square feet of land.

“**Act**” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

“**Administrative Expenses**” means the following actual or reasonably estimated costs related to the administration of CFD No. 2022-4 IA2 including, but not limited to: the costs of preparing and computing the Annual Special Tax (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City, the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2022-4 IA2, or any designee thereof complying with arbitrage rebate requirements, including without limitation rebate liability costs and periodic rebate calculations; the costs to the City, CFD No. 2022-4 IA2, or any designee thereof complying with disclosure or reporting requirements of the City or CFD No. 2022-4 IA2, associated with applicable federal and State laws; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2022-4 IA2, or any designee thereof related to an appeal of the Special Tax; and the City’s annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-4 IA2 for any other administrative purposes of CFD No. 2022-4 IA2, including attorney’s fees and other costs related to commencing and pursuing any foreclosure of delinquent Special Taxes.

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

“Assessor” means the Assessor of the County of Riverside.

“Assessor's Parcel” means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

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

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

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

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

“Bonds” means any bonds or other Debt of CFD No. 2022-4 IA2, whether in one or more series, secured by the levy of Special Taxes.

“Boundary Map” means the map of the boundaries of CFD No. 2022-4 recorded on November 20, 2023 in the Riverside County Recorder's Office in Book 92, Pages 40-41, of Maps of Assessments and Community Facilities Districts (instrument number 2023-0347787).

“Building Permit” means a building permit for construction of a Residential Unit within CFD No. 2022-4 IA2 issued by the City.

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

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

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

“CFD No. 2022-4” means the Community Facilities District No. 2022-4 (Park West) Improvement Area No. 2 of the City of Perris.

“City” means the City of Perris, California.

“Council” means the City Council of the City acting as the legislative body of CFD No. 2022-4 under the Act.

“County” means the County of Riverside, California.

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

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

“Developed Property” means for each Fiscal Year, all Taxable Property, exclusive of Provisional Property and Provisional Welfare Property, for which a Building Permit was issued prior to May 1 of the previous Fiscal Year. An Assessor’s Parcel classified as Developed Property but for which the Building Permit that caused such Assessor’s Parcel to be classified as Developed Property has been cancelled and/or voided prior to the Fiscal Year for which Special Taxes are being levied shall be reclassified as Undeveloped Property, provided that the levy of the Annual Special Tax after such reclassification shall not be less than 1.1 times the annual Debt Service less Administrative Expenses on all Outstanding Bonds. If Bonds have not been issued, an Assessor’s Parcel classified as Developed Property for which such a Building Permit has been cancelled and/or voided shall be reclassified as Undeveloped Property.

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

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

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

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

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

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

“Lower Income Households Welfare Exemption Property” means, for each Fiscal Year, an Assessor’s Parcel that is entitled to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County Assessor’s roll finalized as of January 1 of the previous Fiscal Year; provided that such Assessor’s Parcel shall not be classified as Lower Income Households Welfare Exemption Property if Debt is outstanding for CFD No. 2022-4 IA2 and the Assessor’s Parcel was assumed to be subject to the Special Tax prior to receiving the exemption, in which case the Assessor’s Parcel shall remain subject to the Special Tax and the Special Tax shall be enforceable against the Assessor’s Parcel.

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

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

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

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

“Property Owner Association Property” means any Assessor’s Parcel within the boundaries of CFD No. 2022-4 IA2 owned in fee by a property owner association, including any master or sub-association.

“Proportionately” or “Proportionate” means for Developed Property, that the ratio of the actual Special Tax levy to the applicable Assigned Special Tax or Backup Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property. **“Proportionately”** may similarly be applied to other categories of Taxable Property as listed in Section 4 below.

“Provisional Property” means all Assessor’s Parcels of Public Property, Property Owner Association Property or property that would otherwise be classified as Exempt Property pursuant to the provisions of Section 8, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage as set forth in Section 8.

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

“Public Property” means any property within the boundaries of CFD No. 2022-4 IA2, which is owned by, or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency; provided however that any property owned by a public agency and leased to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

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

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

“Special Tax” means any special tax levied within CFD No. 2022-4 IA2 pursuant to the Act and this Amended and Restated Rate and Method of Apportionment of Special Tax.

“Special Tax Obligation” means the total obligation of an Assessor’s Parcel of Taxable Property to pay the Special Tax for the remaining life of CFD No. 2022-4 IA2.

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

a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

“State” means the State of California.

“Taxable Property” means all of the Assessor's Parcels within the boundaries of CFD No. 2022-4 IA2, which are not exempt from the levy of the Special Tax pursuant to law or Section 8 below.

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

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

2. LAND USE CLASSIFICATION

Each Fiscal Year, beginning with Fiscal Year 2025-26, each Assessor’s Parcel within CFD No. 2022-4 IA2 shall be classified as Taxable Property or Exempt Property. In addition, all Taxable Property shall further be classified as Developed Property, Undeveloped Property, Provisional Welfare Property, or Provisional Property, and all such Taxable Property shall be subject to the levy of Special Taxes in accordance with this Amended and Restated Rate and Method of Apportionment of Special Tax determined pursuant to Sections 3 and 4 below. Furthermore, each Assessor’s Parcel of Developed Property and Provisional Welfare Property shall be classified according to its applicable Land Use Class based on its Building Square Footage.

3. SPECIAL TAX RATES

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

The Assigned Special Tax applicable to an Assessor's Parcel classified as Developed Property or Provisional Welfare Property commencing in Fiscal Year 2024-25 shall be determined pursuant to Table 1 below.

**Table 1
Assigned Special Tax
Fiscal Year 2024-25**

Land Use Class	Land Use Type	Building Square Footage	Assigned Special Tax
1	Residential Property	> 2,700	\$3,554 per Residential Unit
2	Residential Property	2,501 – 2,700	\$3,379 per Residential Unit
3	Residential Property	2,301 – 2,500	\$3,237 per Residential Unit
4	Residential Property	2,101 – 2,300	\$3,112 per Residential Unit
5	Residential Property	1,901 – 2,100	\$3,037 per Residential Unit
6	Residential Property	1,701 – 1,900	\$2,828 per Residential Unit
7	Residential Property	1,501 – 1,700	\$2,715 per Residential Unit
8	Residential Property	≤ 1,500	\$2,602 per Residential Unit
9	Non-Residential Property	N/A	\$26,465 per Acre

Each July 1, commencing July 1, 2025, the Assigned Special Tax for Developed Property and Provisional Welfare Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

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

The Backup Special Tax for Developed Property and Provisional Welfare Property commencing in Fiscal Year 2024-25 shall be \$26,465 per Acre. Each July 1, commencing July 1, 2025, the Backup Special Tax for Developed Property and Provisional Welfare Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

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

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

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

D. Maximum Special Tax for Provisional Property and Undeveloped Property

The Maximum Special Tax for Provisional Property and Undeveloped Property commencing in Fiscal Year 2024-25 shall be \$26,465 per Acre. Each July 1, commencing July 1, 2025, the Maximum Special Tax for Provisional Property and Undeveloped Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

4. METHOD OF APPORTIONMENT

For each Fiscal Year, commencing Fiscal Year 2024-25, the CFD Administrator shall levy the Special Tax on all Taxable Property in accordance with the following steps:

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

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

Step 3: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax amount determined in Step 1

shall be increased Proportionately on each Assessor's Parcel of Developed Property up to 100% of the Maximum Special Tax for Developed Property;

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

Step 5: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the Maximum Special Tax for Provisional Property;

Notwithstanding the above, under no circumstances will the Special Tax levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of a delinquency or default in the payment of the Special Tax applicable to any other Assessor's Parcel within CFD No. 2022-4 IA2 by more than ten percent (10%) above what would have been levied in the absence of such delinquencies or defaults.

5. COLLECTION OF SPECIAL TAXES

Collection of the Annual Special Tax shall be made by the County in the same manner as ordinary ad valorem property taxes are collected and the Annual Special Tax shall be subject to the same penalties and the same lien priority in the case of delinquency as ad valorem taxes; provided, however, that the Council may provide for (i) other means of collecting the Special Tax, including direct billings thereof to the property owners; and (ii) judicial foreclosure of delinquent Annual Special Taxes.

6. PREPAYMENT OF SPECIAL TAX OBLIGATION

A. Prepayment in Full

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

"CFD Public Facilities Costs" means \$8,600,000 or such lower number as (i) shall be determined by the CFD Administrator as sufficient to acquire or construct the facilities to be financed under the Act and financing program for CFD No. 2022-4 IA2, or (ii) shall be determined by the Council concurrently with a covenant that it will not issue any more Bonds (except refunding bonds).

"Construction Fund" means the fund (regardless of its name) established pursuant to the Indenture to hold funds, which are currently available for expenditure to acquire or construct the facilities or pay fees authorized to be funded by CFD No. 2022-4.

"Future Facilities Costs" means the CFD Public Facilities Costs minus (i) costs previously paid from the Construction Fund to acquire or construct the facilities, (ii) monies currently on deposit in the Construction Fund, and (iii) monies currently on deposit

in an escrow or other designated fund that are expected to be available to finance CFD Public Facilities Costs.

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

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

The Special Tax Obligation applicable to an Assessor’s Parcel of Taxable Property for which a Building Permit has been issued or is anticipated to be issued may be prepaid and the obligation to pay the Special Tax for such Assessor’s Parcel permanently satisfied as described herein, provided that a prepayment may be made with respect to a particular Assessor’s Parcel only if there are no delinquent Special Taxes with respect to such Assessor’s Parcel at the time of prepayment or the delinquent special taxes are paid off concurrently with the prepayment to the satisfaction of the CFD Administrator. An owner of an Assessor’s Parcel eligible to prepay the Special Tax Obligation shall provide the CFD Administrator with written notice of intent to prepay, and designate or identify the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the Prepayment Amount for such Assessor’s Parcel within thirty (30) days of the request, and may charge a reasonable fee for providing this service. Prepayment must be made at least 60 days prior to any redemption date for the CFD No. 2022-4 IA2 Bonds to be redeemed with the proceeds of such prepaid Special Taxes, unless a shorter period is acceptable to the Trustee and the City.

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

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

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

Step No.:

1. Confirm that no Special Tax delinquencies apply to such Assessor’s Parcel.
2. For Assessor’s Parcels of Developed Property, determine the Maximum Special Tax. For Assessor’s Parcels of Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for that Assessor’s Parcel as though it was already designated as Developed Property, based upon the Building Permit which has already been issued for that Assessor’s Parcel.

3. Divide the Maximum Special Tax computed pursuant to paragraph 2 by the total expected Maximum Special Tax revenue for CFD No. 2022-4 IA2 assuming all Building Permits have been issued (build-out) within CFD No. 2022-4 IA2, excluding any Assessor's Parcels for which the Special Tax Obligation has been previously prepaid.
4. Multiply the quotient computed pursuant to paragraph 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid for all applicable parcels and round that amount up to the nearest \$5,000 increment (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (expressed as a percentage), if any, on the Outstanding Bonds to be redeemed at the first available call date (the "Redemption Premium").
6. Compute the Future Facilities Costs.
7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Prepayment Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the expected redemption date for the Outstanding Bonds which, depending on the Indenture, may be as early as the next interest payment date, but the redemption date may be any date determined by the CFD Administrator as convenient and appropriate and permitted by the Indenture and does not have to be the next interest payment date.
9. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Prepayment Amount and the Prepayment Administrative Fees from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
10. Subtract the amount computed in paragraph 9 from the amount computed in paragraph 8 (the "Defeasance Amount").
11. Calculate the administrative fees and expenses of CFD No. 2022-4 IA2, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2022-4 IA2, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Administrative Fees").
12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment calculation date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if, after the Prepayment Amount is calculated, reserve funds are below 100% of the reserve requirement.

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

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

15. From the Prepayment Amount, the sum of the amounts computed pursuant to paragraphs 4, 5, and 10, less the amounts computed pursuant to paragraphs 12 and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make Debt Service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 11 shall be retained by CFD No. 2022-4.

The Prepayment Amount may be sufficient to redeem an amount other than a \$5,000 increment of CFD No. 2022-4 IA2 Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to redeem CFD No. 2022-4 IA2 Bonds to be used with the next prepayment of CFD No. 2022-4 IA2 Bonds.

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

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

B. Partial Prepayment

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

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

These terms have the following meaning:

PP = the partial prepayment
P_E = the Prepayment Amount calculated according to Section 6.A
F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax Obligation
A = the Prepayment Administrative Fees and Expenses from Section 6.A

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

With respect to any Assessor's Parcel that is partially prepaid, the City shall (i) distribute the funds remitted to it according to Section 6.A., and (ii) indicate in the records of CFD No. 2022-4 IA2 that there has been a partial prepayment of the Special Tax Obligation and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the Maximum Special Tax, shall continue to be levied on such Assessor's Parcel.

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

7. TERM OF SPECIAL TAX

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for a period not to exceed fifty (50) Fiscal Years commencing with Fiscal Year 2025-26, provided however that the Special Tax will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined that all required interest and principal payments on CFD No. 2022-4 IA2 bonds have been paid.

8. EXEMPTIONS

The CFD Administrator shall classify as Exempt Property (i) Assessor's Parcels of Public Property, (ii) Assessor's Parcels of Property Owner Association Property, or (iii) Assessor's Parcels which are used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Lower Income Households Welfare Exemption Property, and (vi) Assessor's Parcels of Developed Property classified as Non-Residential Property as determined reasonably by the CFD Administrator, provided that no such classification would reduce the sum of all Taxable Property in CFD No. 2022-4 IA2 to less than 21.89 Acres. Assessor's Parcels of Lower Income Households Welfare Exemption Property which cannot be classified as Exempt Property because such

classification would reduce the sum of all Taxable Property in CFD No. 2022-4 IA2 to less than 21.89 Acres shall be classified as Provisional Welfare Property and will continue to be subject to the CFD No. 2022-4 IA2 Special Taxes accordingly. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the sum of all Taxable Property in CFD No. 2022-4 IA2 to less than 21.89 Acres shall be classified as Provisional Property and will continue to be subject to the CFD No. 2022-4 IA2 Special Taxes accordingly. Tax exempt status for the purpose of this paragraph will be assigned by the CFD Administrator in the chronological order in which property becomes eligible for classification as Exempt Property.

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

9. APPEALS

Any landowner who pays the Special Tax and claims the amount of the Special Tax levied on his or her Assessor's Parcel is in error shall first consult with the CFD Administrator regarding such error not later than thirty-six (36) months after first having paid the first installment of the Special Tax that is disputed. If following such consultation the CFD Administrator determines that an error has occurred, then the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

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

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

10. INTERPRETATIONS

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



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

11.F.

- MEETING DATE:** October 8, 2024
- SUBJECT:** Modification of Conditions of Approval 23-05224 – A proposal to modify the conditions of approval of the Green Valley Specific Plan related to Tentative Tract Maps 37817, 37818, and 37223 to reflect off-site improvements needed for each tract as distinct residential projects to promote orderly development, located generally east of Murrieta Road between Watson Road and Ethanac Road. Applicant: Charles Jackson, Raintree Investment Corporation.
- REQUESTED ACTION:** Adopt Resolution No. (Next in Order), approving the proposed Modification of Conditions of Approval to modify the conditions of approval related to off-site improvements in the Green Valley Specific Plan applicable to Tentative Tract Maps 37817, 37818, and 37223.
- CONTACT:** Kenneth Phung, Director of Development Services
-

BACKGROUND/PROJECT DESCRIPTION:

The applicant is requesting approval to modify conditions of approval of the Green Valley Specific Plan applicable to Tentative Tract Maps 37817, 37818, and 37223, to reflect off-site improvements needed for each tract as distinct residential projects to promote orderly development located generally east of Murrieta Road between Watson Road and Ethanac Road. The three Tentative Tract Maps consist of 601 single-family residential units and 236-unit multi-family residential development, that were approved as part of six (6) subdivisions on February 23, 2021.

The modification to the conditions of approval is proposed, as the original conditions of approval treated the three Tentative Tract Maps as if the tract were built concurrently with all the major off-site improvements required upfront along Watson Road, Murrieta Road, and Ethanac Road regardless of the sequence of the tract development. Therefore, the applicant is proposing to modify the off-site improvements to reflect the requirements of each tract as distinct residential development projects, to reflect market conditions where there may be multiple developers, who purchase each tract separately with different timing, while still requiring critical off-site improvements for orderly development.

Thus, the conditions of approval will be modified with the highlighted notable changes: 1) Dedicate land to the City of Perris for future development with a Fire Station within 180 days of the approval of the modification of the Conditions of Approval; 2) Outline the required off-site improvements obligations for the three (3) subject subdivisions (TTMs 37817, 37818, and 37223), regardless of the development sequence; and 3) Pursuant to the April 2023 Implementation Plan of the GVSP, the three TTMs will be responsible for the construction and trail connectivity from Goetz Road through

planning Areas (PAs) 54, towards Murrieta Road and west of PA 33A in lieu of the Perris Valley Trail Connection from Goetz Road to Case Road adjacent to the San Jacinto River Trail which will be completed by Riverside County Flood Control .

The three subdivisions are summarized below:

- Tentative Tract Map No. 37817 (PLN20-05090) – A subdivision of 25.3 acres into 228 residential lots, located at the northeast corner of Murrieta Road and Green Valley Parkway;
- Tentative Tract Map No. 37818 (PLN20-05118) - A subdivision of 28.8 acres for development of 138 residential lots on 14.7 acres and a 236-unit multi-family residential development on 14.1 acres, located at the northwest corner of Ethanac Road and Green Valley Parkway; and
- Tentative Tract Map No. 37223 (PLN17-05251) – A subdivision of 37.37 acres into 235 residential lots, located at the northeast corner of Murrieta Road and Green Valley Parkway.

ANALYSIS

In summary, the modifications to conditions of approval are proposed to accomplish the following:

- Approximately 3.5 acres, located within Lot 34 of Tract 24648 on the northeast corner of Watson Road and Murrieta Road, will be dedicated to the City of Perris for a future fire station, within 180 days of the approval of the Modifications of Conditions.
- Clarify the conditions of approval each tentative tract map will be required to complete. All previous iterations of conditions will be superseded from any prior maps or specific plan documentation.
- Remove the requirement for the installation of a traffic signal at the Ethanac Road/ Green Valley Parkway intersection in lieu of a fair share contribution. This intersection will be restricted to right in/right out access on Green Valley Parkway. The existing median opening on Ethanac Road is to be closed via striping, raised delineators, and signage to restrict left turns.
- Each tract will be responsible for phasing in backbone infrastructure along Green Valley Parkway between Murrieta Road and Ethanac Road. Full street width improvements will be required along the project frontages with two lanes required to extend the remaining connection.
- Each tract is responsible for phasing in backbone infrastructure along Watson Road between Murrieta Road and the project boundary. Full street width improvements will be required along project frontages.
- Install a traffic signal at the intersection of Green Valley Parkway and Murrieta Road and provide a fair share contribution for traffic signals at the following intersections:
 - Ethanac Road and Green Valley Parkway
 - Perris Boulevard and 7th Street
 - Goetz Road and Ellis Avenue

- Ethanac Road and Case Road/Barnett Road
 - Bonnie Drive at I-215 SB Interchange
 - Bonnie Drive at I-215 NB Interchange
- An amendment to the trails condition requiring that the horizontal trail connection from Goetz Road to Murrieta Road must be completed and installed.
 - Provide clarification that each tract is responsible for phasing in backbone infrastructure along Green Valley Parkway between Murrieta Road and Ethanac Road.
 - Provide clarification that each tract is responsible for phasing in backbone infrastructure along Watson Road between Murrieta Road and the project boundary.
 - Provide clarification that the extension of Murrieta Road from Watson Road to the northern boundary of PA 57a will be completed, prior to the issuance of the 463rd building permit associated with Tentative Tract Maps 37223, 37817, and 37818.

ENVIRONMENTAL DETERMINATION

The proposed revisions to the Conditions of Approval will not result in significant effects on the environment, as all required infrastructure improvements will be required for each subdivision to function appropriately. Therefore, the proposal is consistent with the originally adopted Environmental Impact Report for the Green Valley Specific Plan. No further CEQA action is required pursuant to Section 15162, as it was determined that the project will not trigger substantial changes from the previously approved project.

RECOMMENDATION:

Staff recommends that the City Council approve the proposed Modification of Conditions of Approval to modify the conditions of approval related to off-site improvements in the Green Valley Specific Plan applicable to Tentative Tract Maps 37817, 37818, and 37223.

BUDGET (or FISCAL) IMPACT: Costs for staff preparation of this item are borne by the Applicant.

Prepared by: Rafael Garcia, Principal Planner
 Reviewed by: Patricia Brenes, Planning Manager

Assistant City Manager: _____
 Assistant City Manager: _____
 Director of Finance: _____

Attachments:

1. Resolution No. (Next in Order) Approving Modification to Conditions of Approval 23-05224 and Conditions of Approval for Tentative Tract Maps 37817, 37818, and 37223 (Engineering, Public Works, and Community Services)
2. Previously Approved Conditions of Approval

3. GVSP – Land Use-Subdivisions Map
4. GVSP – Off-site Improvements required for TTM 37817 with recommended amended conditions
5. GVSP – Off-site Improvements required for TTM 37818 with recommended amended conditions
6. GVSP – Off-site Improvements required for TM 37223 with recommended amended conditions
7. Applicant's Request Letter

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

ATTACHMENT 1

Resolution No. (Next in Order)

Approving Modification to Conditions of
Approval 23-05224 and Conditions of
Approval for Tentative Tract Maps 37817,
37818, and 37223 (Engineering, Public
Works, and Community Services)

RESOLUTION NUMBER NO. (Next in Order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING MODIFICATION OF CONDITIONS OF APPROVAL. 23-05224 TO MODIFY THE CONDITIONS OF APPROVAL ASSOCIATED WITH THE GREEN VALLEY SPECIFIC PLAN AND TENTATIVE TRACT MAPS 37817, 37818 AND 37223 GENERALLY LOCATED NORTH OF ETHANAC ROAD, EAST OF THE SAN JACINTO RIVER, AND SOUTH OF CASE ROAD SUBJECT TO CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN.

WHEREAS, On March 5, 1990, the City Council adopted the Green Valley Specific Plan (SPA 89-25) and Final Environmental Impact Report (GVSP Final EIR) after considering all oral and written public testimony submitted by members of the public and City staff including materials in the agenda submittal and accompanying documents; and

WHEREAS, On February 23, 2021, the City Council adopted Specific Plan Amendment No. 1 (SPA 18-05292) and the second addendum to the 1990 GVSP Final Environmental Impact Report (GVSP Final EIR), and approved Tentative Tract Maps 37262, 37722, 37223, 37816, 37818 to facilitate the development of 1,241 dwelling units after considering all oral and written public testimony submitted by members of the public and City staff including materials in the agenda submittal and accompanying documents; and

WHEREAS, On April 25, 2023, the City Council adopted Specific Plan Amendment No. 2 (SPA 21-05125) and third addendum to the 1990 GVSP Final Environmental Impact Report (GVSP Final EIR) after considering all oral and written public testimony submitted by members of the public and City staff including materials in the agenda submittal and accompanying documents; and

WHEREAS, the applicant, Charles Jackson, of Raintree Investment Corporation filed Modification to Conditions No. 23-05224 to modify conditions of approval associated with Tentative Tract Maps 37817, 37818 and 37223 within the Green Valley Specific Plan (GVSP) to reflect off-site improvements needed for each tract as distinct residential projects to promote orderly development; and

WHEREAS, Modification to Conditions 23-05224 (the “Project”) has been duly noticed; and

WHEREAS, the proposed Modifications to Conditions No. 23-05224 is considered a “project” as defined by the California Environment Quality Act (“CEQA”); and

WHEREAS, on October 8, 2024, the City Council conducted a duly noticed

public hearing on the Project, at which time all interested parties were given a full opportunity to be heard and present evidence; and

WHEREAS, all of the proposed findings and conclusions recommended by this Resolution are based upon the oral and written evidence presented to the City Council as a whole and not based solely on the information provided in this Resolution; and

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

WHEREAS, the City Council's finding that no further California Environmental Quality Act action is required pursuant to Section 15162 of the CEQA Guidelines, as provided in this Resolution, reflects its independent judgment and analysis; and

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

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

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

Section 2. The development of the Project site was evaluated in the Environmental Impact Report (EIR) for the *Green Valley Specific Plan* and subsequent addendums. The Project is only seeking to make minor changes to the existing conditions of approval associated with Tentative Tract Maps 37817, 37818 and 37223, and no substantial changes are being made. The Modifications of Conditions of Approval is seeking to modify the conditions to reflect off-site improvements needed for each tract as distinct residential projects to promote orderly development. No changes to the intensity or nature of the project are proposed as part of this request. Therefore, the Project has been determined to be consistent with the development assumed in the EIR analysis, and no further California Environmental Quality Act (CEQA) action is required.

Section 3. Based upon the forgoing, the City Council hereby finds that the modification to the conditions of approval does not trigger changes to the previously adopted EIR, therefore pursuant to Section 15162 of the CEQA Guidelines, no further CEQA action is required and hereby approves revisions to the Conditions of Approval processed under Modification of Condition 23-05224 attached hereto as Exhibit 1 based on the information, the staff report and presentation, and supporting exhibits as well as all written and oral testimony presented at the public hearing.

Section 4. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction or because of any preemptive legislation, the remaining provisions,

sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 5. The Mayor shall sign this Resolution, and the City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this ____ day of ____, 2024.

Mayor, Michael 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 ____ day of _____ 2024, by the following called vote:

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

City Clerk, Nancy Salazar

Exhibit: 1. Conditions of Approval for Tentative Tract Maps 37817, 37818, and 37223 (Engineering, Public Works, and Community Services)



CITY OF PERRIS

ENGINEERING DEPARTMENT

CONDITIONS OF APPROVAL

P8-1396

PLN 23-05224 Modification of Conditions of Approval

Revised September 20, 2024

TM 37223

Green Valley Specific Plan

Lots 35 & 36 - TM 24648 (MB 226/88-100)

With respect to the Conditions of Approval for the above 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 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 the Planning Department and others, and requirements identified in the approved Traffic Impact Analysis, the most stringent in the City's opinion shall prevail.

General Conditions:

1. The project grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.
3. In the event that external agencies must review the plans and inspect improvements, the developer/property owner shall be responsible to pay the respective plan check and inspection fees.
4. All trenches shall be securely covered with steel plates until permanent backfill and street repairs have been completed per City of Perris Standards; temporary backfill of trenches is not acceptable.
5. Within 180 days of approval of these Modification of the Conditions of Approval, which may be extended at the discretion of the City Engineer to finalize the title transfer, the developer/property owner shall dedicate to the City an approximately 3.5 acres site located within Lot 34 of Tract 24648 (MB 226/88-100) for development of a fire station, as approved by the City Engineer.

Prior to Recordation of the Final Map:

6. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted security.
7. Relinquish and waive rights of access to and from Murrieta Road, Adler Avenue, Green Valley Parkway and Watson Road on the Final Map other than the two openings on Green Valley Parkway, the two openings on Adler Avenue, and the two openings on Watson Road as delineated on the approved Tentative tract map.
8. The following easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies in perpetuity and shall continue in force until the City or the appropriate agency accepts or abandons such offers:
 - a. Watson Road and Adler Avenue are classified as a Local Road (60'/40'), per the Green Valley Specific Plan. Adequate right-of-way shall be dedicated on Watson Road and Adler Avenue, along the property frontage, to accommodate a 30-foot half-width dedicated right-of-way, as determined and approved by the Planning Department, Public Works Department, and the City Engineer. The Watson Road dedication will be on Eastern Municipal Water District (EMWD) property and is encumbered by a SCE 25-foot-wide easement.
 - b. The interior streets are classified as a Local Road (60'/40'). Adequate right-of-way shall be dedicated on the interior streets to accommodate a 30-foot half-width dedicated right-of-way, as determined and approved by the Planning Department, Public Works Department, and the City Engineer.

- c. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.

All dedications shall be free from all encumbrances as approved by the City Engineer.

9. The following statement shall be added to the Final Map:

NOTICED OF DRAINAGE FEES. Notice is hereby given that this property is located in the San Jacinto River Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483 et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the grading permit or building permit at the rate in effect at the time of issuance of this actual permit.

10. 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 appraisal shall be approved by the City prior to commencement of the appraisal.
11. 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, existing and proposed traffic signals, and drainage facilities shall be maintained by the City and cost paid by the developer/property owner through the said annexation.

Prior to issuance of Grading Permit:

12. The project site is within the limits of FEMA 100-year flood plain. The tract shall be floodproofed by elevating the pads above the 100- year water surface elevation. The developer/property owner shall process the CLOMR.
13. The developer/property owner shall submit the following to the City Engineer for review and approval:
 - a. Onsite Grading Plan and Erosion Control Plan – Plans shall show the approved WDID No.
 - b. Street Improvement Plan
 - c. Sewer and Water Plan

- d. Traffic Signal Plan
- e. Signing and Striping Plan
- f. Final Drainage Plan, Hydrology and Hydraulic Report
- g. Street Light Plan prepared by a Registered Electric Engineer per City of Perris Standards; streetlights shall be per City of Perris Safety Lighting Standards.
- h. Final WQMP (for reference)

The design shall be in compliance with EMWD, Riverside County Flood Control and Water Conservation District (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.

14. Drainage and Flood Control facilities and improvements shall be provided in accordance with RCFCD and the City of Perris requirements and standards to include but not be limited to the following:
 - a. Onsite drainage facilities located outside of right-of-way if required shall be constructed within dedicated drainage easements. Any work within RCFCD right-of-way shall require their review and approval.
 - b. All drainage facilities.
 - c. Regional water quality basin.
15. The project site is located within the limits of San Jacinto River Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be paid as set forth under the provision of the "Rules and regulations of Administration of Area Drainage Plan".

Prior to issuance of Building Permit:

16. The developer/property owner shall submit a compaction certificate from the Soils Engineer in compliance with the approved geotechnical/soils report and an elevation certification from the Engineer of Record in compliance with the approved plans.
17. The developer/property owner shall process Tract No. 37223 with the City for review and approval and subsequent recordation.
18. Paved access shall be provided to the proposed buildings per the Precise Grading Plans.

Prior to issuance of Certificate of Occupancy:

19. The developer/property owner shall file and process/obtain the LOMR.

20. Unless already installed by others, Traffic Signals shall be installed at the Intersections of:
- Green Valley Parkway and Murrieta Road prior to issuance of the 200 Certificate of Occupancy
21. Fair share contribution shall be paid for traffic signals at the intersections of:
- Ethanac Road and Green Valley Parkway
 - Perris Boulevard and 7th Street
 - Goetz Road and Ellis Avenue
 - Ethanac Road and Case Road/Barnett Road
 - Bonnie Drive at I-215 SB Interchange
 - Bonnie Drive at I-215 NB Interchange
22. Murrieta Road (Secondary Arterial highway - 136'/94') from Watson Road to the northerly limits of the Green Valley Specific Plan Planning Area 57a, shall be improved to provide for the following improvements:
- 8-inch curb and gutter 47-feet east and west from the centerline.
 - 14-foot-wide raised landscape median.
 - 40-feet of new pavement east and west of the raised median from the new curb and gutter using a TI of 9.0, minimum pavement structural section shall be 8-inch Asphalt Concrete PG70-10 over 12-inch Class II Aggregate Base.
 - The parkway on both sides shall be 21-feet wide and shall consist of a 9-foot-wide sidewalk, 12-feet of landscaping, and streetlights, as approved by Planning Department and Public Works Department, subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.

The roadway improvements along this section of Murrieta Road shall be constructed prior to the 463rd cumulative occupancy permit for Tracts 37223, 37817, and 37818.

23. In the event that the electrical cables are under 66 kV, the existing power poles on Murrieta Road from Ethanac Road to the northerly limits of the Green Valley Specific Plan Planning Area 57a, Watson Road between Murrieta Road and Adler Avenue, and Ethanac Road between Murrieta Road and Green Valley Parkway shall be removed, and the electrical and communication cables shall be placed underground.

If the electrical cables exceed 66 kV, the existing power poles shall be relocated to accommodate the roadway widening. The developer/property owner shall provide an analysis from a utility consultant verifying compliance with this condition.

The undergrounding along this section of Murrieta Road shall be constructed prior to the 463rd cumulative occupancy permit for Tracts 37223, 37817, and 37818.

24. Green Valley Parkway (Secondary Arterial highway - 128'/76') from Murrieta Road to Adler Avenue, shall be improved in compliance to Green Valley Parkway Backbone Street Improvement Plan to provide for the following improvements:
 - 8-inch curb and gutter 38-feet north and south from the centerline.
 - 12-foot-wide raised landscape median.
 - 32-feet of new pavement north and south of the raised median from the new curb and gutter using a TI of 9.0, minimum pavement structural section shall be 8-inch Asphalt Concrete PG70-10 over 12-inch Class II Aggregate Base.
 - Along the property frontage limits, the parkway shall be 26-feet-wide consisting of a with 6-foot-wide sidewalk and 6-foot-wide decomposed granite trail location as approved by Planning Department and Public Works Department, 14-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.

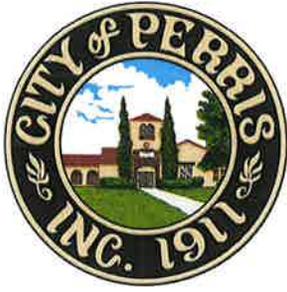
25. Green Valley Parkway (Secondary Arterial highway - 128'/76') from Adler Avenue to Ethanac Road, shall be fully improved in compliance to Green Valley Parkway Backbone Street Improvement Plan to provide for the following improvements:
 - 24-feet of new pavement on the east side of the future raised median, using a TI of 9.0, minimum pavement structural section shall be 8-inch Asphalt Concrete PG70-10 over 12-inch Class II Aggregate Base.
 - The roadway shall adequately transition and tie into the adjacent streets at both ends in a manner that allows for northbound and southbound traffic flow.

26. Watson Road (local - 60'/40') along the property frontage, within the 60-foot full width dedicated rights-of-way shall be improved to provide for the following improvements:
 - 6-inch curb and gutter 20-feet north and south from the centerline.
 - 40-feet of new pavement from the new curb and gutter, using a TI of 7.0, minimum pavement structural section shall be 6-inch Asphalt Concrete PG70-10 over 8-inch Class II Aggregate Base.
 - The parkway on both sides shall be 10-feet-wide, consisting of 6-feet of sidewalk, and 4-feet of landscape, as approved by Planning Department and Public Works Department, and streetlights subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.
 - Water quality provision shall be provided if applicable.

The roadway and parkway improvements shall begin only after the sewer line construction along Watson Road has been fully completed.

27. Adler Avenue (Local - 60'/40') from Green Valley Parkway to Watson Road, shall be improved to provide for the following improvements:
 - 6-inch curb and gutter 20-feet east and west from the centerline.
 - 40-feet of pavement from the new curb and gutter, using a TI of 7.0, minimum pavement structural section shall be 6-inch Asphalt Concrete PG70-10 over 8-inch Class II Aggregate Base.
 - Along the frontage of the property limits, the parkway shall be 10-feet-wide, consisting of 6-feet of sidewalk, and 4-feet of landscape, as approved by Planning Department and Public Works Department, and streetlights subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.
28. All interior streets (Local - 60'/40') shall be improved to provide for the following improvements:
 - 6-inch curb and gutter at 20 feet on both sides of centerline.
 - 40-foot asphalt paving from both sides of the raised median to the new curb and gutter using, using a TI of 7.0., minimum pavement structural section shall be 6-inch Asphalt Concrete PG70-10 over 8-inch Class II Aggregate Base.
 - 5-foot-wide sidewalk and streetlights, as approved by Planning Department and Public Works Department, subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans Standards.
29. Cul-de-sacs, offset cul-de-sacs and all knuckles shall be per County of Riverside Standard Nos. 800, 800A, and 801 respectively.
30. Access to Adler Avenue at Green Valley Parkway shall be restricted to right-in/right out and left-in only. A designated left turn lane shall be constructed on Green Valley Parkway; length of the turn pocket shall be determined by a Traffic Engineer as approved by the City Engineer.
31. Access to "P" Street shall be restricted to right-in/right-out left-in only a designated left turn lane shall be constructed on Green Valley Parkway; length of the left turn pocket shall be determined by a Traffic Engineer as approved by the City Engineer.
32. The developer/Property owner shall construct Romoland MDP Line A-13 Stage 1 pursuant to the Cooperative Agreement between City of Perris, RCFCD and Green Valley recovery Acquisition LLC executed on November 17, 2020.

33. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.



CITY OF PERRIS

ENGINEERING DEPARTMENT

CONDITIONS OF APPROVAL

P8-1394
PLN 23-05224 Modification of Conditions of Approval
Revised September 20, 2024
TM37817
Green Valley Specific Plan
Lots 37,38, & 39 - TM 24648 (MB 226/88-100)

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer/property owner provides the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing and proposed elements, traveled ways, right-of-way, and drainage courses with appropriate Q's and their omission may require the site plan to be resubmitted for further consideration. These ordinances and the following conditions are essential parts and 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 conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

In the event of a conflict between any conditions stated below, those imposed by the Planning Department and others, and requirements identified in the approved Traffic Impact Analysis, the most stringent in the City's opinion shall prevail.

General Conditions:

1. The project's grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.
3. In the event that external agencies must review the plans and inspect improvements, the developer/property owner shall be responsible to pay the respective plan check and inspection fees.
4. All trenches shall be securely covered with steel plates until permanent backfill and street repairs have been completed per City of Perris standards; temporary backfill of trenches is not acceptable.
5. Within 180 days of approval of these Modification of the Conditions of Approval, which may be extended at the discretion of the City Engineer to finalize the title transfer, the developer/property owner shall dedicate to the City an approximately 3.5 acres site located within Lot 34 of Tract 24648 (MB 226/88-100) for development of a fire station, as approved by the City Engineer.

Prior to Recordation of the Final Map:

6. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.
7. Relinquish and waive rights of access to and from Watson Road and Green Valley Parkway on the Final Map other than the one opening on Watson Road and one opening on Green Valley Parkway as delineated on the approved Tentative Tract Map.
8. The following easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies in perpetuity and shall continue in force until the City or the appropriate agency accepts or abandons such offers:
 - a. Watson Road is classified as a Local Road (60'/40'), per the Green Valley Specific Plan. Adequate right-of-way shall be dedicated on Watson Road, along the property frontage, to accommodate a 30-foot half-width dedicated right-of-way, as determined and approved by the Planning Department, Public Works Department, and the City Engineer. This dedication will be on Eastern Municipal Water District (EMWD) property and is encumbered by a SCE 25-foot-wide easement.
 - b. The interior streets are private; reciprocal access, parking and drainage easements shall be provided and so noted on the Final Map.
 - c. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.

- d. Easements shall be dedicated to public utilities and emergency vehicle access for all private streets and drive-isles.
9. The following statement shall be added to the Final Map:
- NOTICED OF DRAINAGE FEES. Notice is hereby given that this property is located in the San Jacinto River Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483 et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the grading permit or building permit at the rate in effect at the time of issuance of this actual permit.
10. 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.
11. 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, existing and-proposed traffic signals, and drainage facilities shall be maintained by the City and cost by the developer/property owner through the said annexation.

Prior to issuance of Grading Permit:

12. The project site is within the limits of FEMA 100-year flood plain. The tract shall be floodproofed by elevating the pads above the 100-year water surface elevation. The developer/property owner shall process the CLOMR.
13. The developer/property owner shall submit the following to the City Engineer for review and approval:
 - a. Onsite Grading Plan and Erosion Control Plan – Plans shall show the approved WDID No.
 - b. Street Improvement Plan
 - c. Sewer and Water Plan
 - d. Traffic Signal Plan
 - e. Signing and Striping Plan

- f. Final Drainage Plan, Hydrology and Hydraulic Report
- g. Street Light Plan prepared by a Registered Electric Engineer per City of Perris Standards; streetlights shall be per City of Perris Safety Lighting Standards.
- h. Final WQMP (for reference)

The design shall be in compliance with EMWD, Riverside County Flood Control and Water Conservation District (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.

- 14. Drainage and flood control facilities and improvements shall be provided in accordance with RCFCD and the City of Perris requirements and standards to include but not be limited to the following:
 - a. Onsite drainage facilities located outside of right-of-way if required shall be constructed within dedicated drainage easements. Any work within RCFCD right-of-way shall require their review.
 - b. All drainage facilities.
 - c. Regional water quality basin.
- 15. The project site is located within the limit of San Jacinto River Area Drainage Plain (ADP) for which drainage fees have been adopted by the City. Drainage fees shall be paid as set forth under the provisions of the "Rules and Regulation of Administration of Area Drainage Plan".

Prior to issuance of Building Permit:

- 16. The developer/property owner shall submit a compaction certificate from the Soils Engineer in compliance with the approved geotechnical/soils report and an elevation certification from the Engineer of Record in compliance with the approved plans.
- 17. The developer/property owner shall process Tract No. 37817 with the City for review and approval and subsequent recordation.
- 18. Paved access shall be provided to the proposed buildings per the Precise Grading Plans.

Prior to issuance of Certificate of Occupancy:

- 19. The developer/property owner shall file and process/obtain the LOMR.
- 20. Unless already installed by others, Traffic Signals shall be installed at the intersections of:

- Green Valley Parkway and Murrieta Road prior to issuance of the 200 Certificate of Occupancy
21. Fair Share contributions shall be paid for Traffic Signals at the intersections of:
- Ethanac Road and Green Valley Parkway
 - Perris Boulevard and 7th Street
 - Ethanac Road and Case Road/Barnett Road
 - Bonnie Drive at I-215 NB Interchange
 - Ethanac Road at I-215 NB Interchange
22. Murrieta Road (Secondary Arterial highway - 136'/94') from Watson Road to the northerly limits of the Green Valley Specific Plan Planning Area 57a, shall be improved to provide for the following improvements:
- 8-inch curb and gutter 47-feet east and west from the centerline.
 - 14-foot-wide raised landscape median.
 - 40-feet of new pavement east and west of the raised median from the new curb and gutter, using a TI of 9.0, minimum pavement structural section shall be 8-inch Asphalt Concrete PG70-10 over 12-inch Class II Aggregate Base.
 - The parkway 21-feet wide east and west of the centerline shall consist of a 9-foot-wide sidewalk, 12-feet of landscaping, and streetlights, as approved by Planning Department and Public Works Department, subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.

The roadway improvements along this section of Murrieta Road shall be constructed prior to the 463rd cumulative occupancy permit for Tract No's 37817, 37818, 37223.

23. In the event that the electrical cables are under 66 kV, the existing power poles on Murrieta Road from Ethanac Road to the northerly limits of the Green Valley Specific Plan Planning Area 57a, Watson Road along the frontage of the property, and Ethanac Road between Murrieta Road and Green Valley Parkway shall be removed, and the electrical and communication cables shall be placed underground.

If the electrical cables exceed 66 kV, the existing power poles shall be relocated to accommodate the roadway widening. The developer/property owner shall provide an analysis from a utility consultant verifying compliance with this condition.

The undergrounding along this section of Murrieta Road shall be constructed prior to the 463rd cumulative occupancy permit for Tract No's 37817, 37818, 37223.

24. Green Valley Parkway (Secondary Arterial highway - 128'/76') from Murrieta Road to the project's southerly limits, shall be fully improved in compliance to Green Valley Parkway Backbone Street Improvement Plan to provide for the following improvements:
 - 8-inch curb and gutter 38-feet north and south from the centerline.
 - 12-foot-wide raised landscape median.
 - 32-feet of pavement north and south from the new curb and gutter to the raised median using a TI of 9.0, minimum pavement structural section shall be 8-inch Asphalt Concrete PG70-10 over 12-inch Class II Aggregate Base.
 - Along the frontage of the property limits, the parkway shall be 26-feet-wide consisting of a with 6-foot-wide sidewalk and 6-foot wide decomposed granite trail location, and 14-feet of landscaping, and streetlights, as approved by Planning Department and Public Works Department, subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans Standards.

25. Green Valley Parkway (Secondary Arterial highway - 128'/76') from the project's southerly limits to Ethanac Road, shall be fully improved in compliance to Green Valley Parkway Backbone Street Improvement Plan to provide for the following improvements:
 - 24-feet of new pavement on the west side of the future raised median, using a TI of 9.0, minimum pavement structural section shall be 8-inch Asphalt Concrete PG70-10 over 12-inch Class II Aggregate Base.
 - The roadway shall adequately transition and tie into the adjacent streets at both ends in a manner that allows for northbound and southbound traffic flow.

26. Watson Road (Local - 60'/40') along the property frontage, shall be improved to provide for the following improvements:
 - 6-inch curb and gutter 20-feet north and south from the centerline.
 - 40-feet of new pavement from the new curb and gutter, using a TI of 7.0, minimum pavement structural section shall be 6-inch Asphalt Concrete PG70-10 over 8-inch Class II Aggregate Base.
 - The parkway shall be 10-feet-wide, consisting of 6-feet of sidewalk, and 4-feet of landscape north and south of the centerline, as approved by Planning Department and Public Works Department, and streetlights subject to the result of a photometric study prepared by a Registered

Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.

- Water quality provision shall be provided if applicable.

The roadway and parkway improvements shall begin only after the sewer line construction along Watson Road has been fully completed.

27. "A" Street, "B" Street, "C" Street, "F" Street, and "G" Street (Private Local-62'/42') shall be improved to provide for the following improvements:
 - 6-inch curb and gutter at 21 feet on both sides of centerline.
 - 42-foot asphalt paving from the new curb and gutter, using a TI of 7.0., minimum pavement structural section shall be 6-inch Asphalt Concrete PG70-10 over 8-inch Class II Aggregate Base.
 - 5-foot-wide sidewalk and streetlights, as approved by Planning Department and Public Works Department, subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans Standards.
28. "D" Street and "E" Street (Private Local-60'/40') shall be improved to provide for the following improvements:
 - 6-inch curb and gutter at 20 feet on both sides of centerline.
 - 14-foot-wide raised landscape median.
 - 13-foot asphalt paving from both sides of the raised median to the new curb and gutter using, using a TI of 7.0., minimum pavement structural section shall be 6-inch Asphalt Concrete PG70-10 over 8-inch Class II Aggregate Base.
 - 5-foot-wide sidewalk and streetlights, as approved by Planning Department and Public Works Department, subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans Standards.
29. Access to "E" Street shall be restricted to right-in/right-out and left-in only. A designated left turn lane shall be constructed on Green Valley Parkway; length of the left turn pocket shall be determined by a Traffic Engineer as approved by the City Engineer.
30. The developer/property owner shall construct Romoland MDP Line A-13 Stage 1 pursuant to the Cooperative Agreement between City of Perris, RCFCD and Green Valley Recovery Acquisition LLC executed on November 17, 2020.
31. 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 qualified professional pursuant to the California Business and Professional Code 8771.



CITY OF PERRIS

ENGINEERING DEPARTMENT

CONDITIONS OF APPROVAL

P8-1395
PLN 23-05224 Modification of Conditions of Approval
Revised September 20, 2024
TM 37818
Green Valley Specific Plan
Lots 37,38, & 39-TM 24648 (MB 226/88-100)

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 projects grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.
3. In the event that external agencies must review the plans and inspect improvements, the developer/property owner shall be responsible to pay the respective plan check and inspection fees.
4. All trenches shall be securely covered with steel plates until permanent backfill and street repairs have been completed per City of Perris Standards; temporary backfill of trenches is not acceptable.
5. Within 180 days of approval of these Modification of the Conditions of Approval, which may be extended at the discretion of the City Engineer to finalize the title transfer, the developer/property owner shall dedicate to the City an approximately 3.5 acres site located within Lot 34 of Tract 24648 (MB 226/88-100) for development of a fire station, as approved by the City Engineer.

Prior to Recordation of the Final Map:

6. The developer/ property owner shall have approved improvement plans, executed subdivision agreement and posted securities.
7. Relinquish and waive rights of access to and from Ethanac Road and Green Valley Parkway on the Final Map other than the two openings on Green Valley Parkway as delineated on the approved Tentative Tract Map.
8. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.
9. The following easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies in perpetuity and shall continue in force until the City or the appropriate agency accepts or abandons such offers:
 - a. The interior streets are private; reciprocal access, parking and drainage easements shall be provided and so noted on the Final Map.
 - b. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.
 - c. Easements shall be dedicated to public utilities and emergency vehicle access for all private streets and drive-isles.
10. The following statement shall be added to the Final Map:

NOTICED OF DRAINAGE FEES. Notice is hereby given that this property is located in the San Jacinto River Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483 et seq, of the

Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the grading permit or building permit at the rate in effect at the time of issuance of this actual permit.

11. 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.
12. The developer/property owner shall sign the consent and waiver form to join the City's Lighting and Landscape Districts and City's Flood Control District as appropriate. The proposed streetlights, existing and proposed traffic signals, and drainage facilities shall be maintained by the City and cost paid by the developer/property owner through the said annexation.

Prior to issuance of Grading Permit:

13. The project site is within the limits of FEMA 100-year flood plain. The tract shall be floodproofed by elevating the pads above the 100-year water surface elevation. The developer/property owner shall process the CLOMR.
14. The developer/property owner shall submit the following to the City Engineer for review and approval:
 - a. Onsite Grading Plan and Erosion Control Plan – Plans shall show the approved WDID No.
 - b. Street Improvement Plan
 - c. Sewer and Water Plans
 - d. Traffic Signal Plan
 - e. Signing and Striping Plan
 - f. Final Drainage Plan, Hydrology and Hydraulic Report
 - g. Street Light Plan prepared by a Registered Electric Engineer per City of Perris Standards; street lights shall be per City of Perris Safety Lighting Standards.
 - h. Final WQMP (for reference)

The design shall be in compliance with Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFCD), Riverside County Transportation Department,

Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

15. Drainage and flood control facilities and improvements shall be provided in accordance with RCFCD and the City of Perris requirements and standards to include but not be limited to the following:
 - a. Onsite drainage facilities located outside of right-of-way if required shall be constructed within dedicated drainage easements. Any work within RCFCD right-of-way shall require their review.
 - b. All drainage facilities.
 - c. Regional Water Quality Basin.
16. The project site is located within the limit of San Jacinto River Area Drainage Plain (ADP) for which drainage fees have been adopted by the city. Drainage fees shall be paid as set forth under the provisions of the "Rules and Regulation of Administration of Area Drainage Plan".

Prior to issuance of Building Permit:

17. The developer/property owner shall process Tract No. 37818 with the City for review and approval and subsequent recordation.
18. The developer/property owner shall submit a compaction certification from the Soils engineer in compliance with the approved geotechnical/soils report and an elevation certificate from the Engineer of Record in compliance with the approved plans.
19. Paved access shall be provided to the proposed buildings per the Precise Grading Plans.

Prior to issuance of Certificate of Occupancy:

20. The developer/property owner shall file and process/obtain the LOMR.
21. Unless already installed by others, Traffic Signals shall be installed at the intersections of:
 - Green Valley Parkway and Murrieta Road prior to issuance of the 200 Certificate of Occupancy
22. Fair share contribution shall be paid for Traffic Signals at the intersections of:
 - Ethanac Road and Green Valley Parkway
 - Perris Boulevard and 7th Street
 - Goetz Road and Ellis Avenue

- Ethanac Road and Case Road/Barnett Road
 - Bonnie Drive at I-215 SB Interchange
 - Bonnie Drive at I-215 NB Interchange
23. Murrieta Road (Secondary Arterial highway - 136'/94') from Watson Road to the northerly limits of the Green Valley Specific Plan Planning Area 57a, shall be improved to provide for the following improvements:
- 8-inch curb and gutter 47-feet east and west from the centerline.
 - 14-foot-wide raised landscape median.
 - 40-feet of new pavement east and west of the raised median from the new curb and gutter, using a TI of 9.0, minimum pavement structural section shall be 8-inch Asphalt Concrete PG70-10 over 12-inch Class II Aggregate Base.
 - The parkway 21-feet wide east and west of the centerline shall consist of a 9-foot-wide sidewalk, 12-feet of landscaping, and streetlights, as approved by Planning Department and Public Works Department, subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.

The roadway improvements along this section of Murrieta Road shall be constructed prior to the 463rd cumulative occupancy permit for Tract No's 37817, 37818, 37223.

24. In the event that the electrical cables are under 66 kV, the existing power poles on Murrieta Road from Ethanac Road to the northerly limits of the Green Valley Specific Plan planning area 57a and Ethanac Road from Murrieta Road to Case Road/Barnett Road shall be removed and the electrical and communication cables shall be placed underground.

If the electrical cables exceed 66 kV, the existing power poles shall be relocated to accommodate the roadway widening. The developer/property owner shall provide an analysis from a utility consultant verifying compliance with this condition.

The undergrounding along this section of Murrieta Road shall be constructed prior to the 463rd cumulative occupancy permit for Tract No's 37817, 37818, 37223.

25. Green Valley Parkway (Secondary Arterial - 128'/76') from the northern project boundary to Ethanac Road shall be improved in compliance to Green Valley Parkway Backbone Street Improvement Plan to provide for the following improvements:
- 8-inch curb and gutter located 38 feet on both sides of the centerline.
 - 32 feet of asphalt pavement of both sides of a 12-foot raised landscaped median using a TI of landscaped median using a TI of 10.0, minimum

- pavement structural section shall be 8" Asphalt Concrete (AC) PG70-10 over 14" Class II Aggregate Base.
- A 12-foot-wide raised landscaped median.
 - The parkway on the west shall be 26-foot-wide consisting of 6-foot-wide sidewalk, 6-foot-wide trail, landscaping, and streetlights subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.
26. Green Valley Parkway from the projects northern boundary to Murrieta Road shall be improved in compliance to Green Valley Parkway Backbone Street Improvement Plan to provide for the following improvements:
- New 24-foot-wide pavement south of the future raised median, using a TI of 9.0, minimum pavement structural section shall be 8-inch Asphalt Concrete PG70-10 over 12-inch Class II Aggregate Base.
 - The roadway shall tie into the adjacent streets at both ends in a manner that allows for northbound and south bound traffic flow.
27. "A" Street and "B" Street, (Private Local Street – 62'/42') shall be improved to provide for the following improvements:
- 6-inch curb and gutter at 21-feet on both sides of centerline.
 - New 42-foot-wide pavement, using a TI of 7.0., minimum pavement structural section shall be 6-inch Asphalt Concrete PG70-10 over 8-inch Class II Aggregate Base.
 - 5-foot-wide sidewalk and streetlights, as approved by Planning Department and Public Works Department, subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans Standards.
28. "C" Street (Private Local Street – 60'/40') shall be improved to provide for the following improvements:
- 6-inch curb and gutter at 20-feet on both sides of centerline.
 - New 42-foot-wide pavement, using a TI of 7.0., minimum pavement structural section shall be 6-inch Asphalt Concrete PG70-10 over 8-inch Class II Aggregate Base.
 - 5-foot-wide sidewalk and streetlights, as approved by Planning Department and Public Works Department, subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans Standards.
29. "D" Street and "E" Street, (Private Local Street – 60'/40') shall be improved to provide for the following improvements:
- 6-inch curb and gutter at 20 feet on both sides of centerline.
 - 14-foot-wide raised landscape median.

- 13-foot asphalt paving from both sides of the raised median to the new curb and gutter using, using a TI of 7.0., minimum pavement structural section shall be 6-inch Asphalt Concrete PG70-10 over 8-inch Class II Aggregate Base.
 - 5-foot-wide sidewalk and streetlights, as approved by Planning Department and Public Works Department, subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans Standards.
30. Access to "C" Street shall be restricted to right-in/right-out only.
31. Access to "D" Street shall be restricted to right-in/right-out and left-in only. A designated left turn lane shall be constructed on Green Valley Parkway; length of the left turn packet shall be determined by the Traffic engineer as approved by the City Engineer.
32. The developer/property owner shall construct Romoland MDP Line A-13 Stage 1 pursuant to the Cooperative Agreement between City of Perris, RCFCD and Green Valley Recovery Acquisition LLC executed on November 17, 2020.
33. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

LANDSCAPE DIVISION

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

MEMORANDUM

Date: **October 2, 2024** ~~December 11, 2020~~

To: **Rafael Garcia, Principal Planner** ~~Nathan Perez, Project Planner~~

From: **Jessica Galloway, Special Districts Supervisor** ~~Michael Morales, CIP Manager~~

Subject: **Conditions of Approval**

Specific Plan Amendment (SPA) 18-05292, Tentative Tract Map 37262 (TTM18-05000), Tentative Tract Map 37722 (TTM19-05233), Tentative Tract Map 37223 (TTM17-05251), Tentative Tract Map 37816 (TTM20-00005), and Development Plan Review (DPR) 20-00005, Tentative Tract Map 37817 (TTM20-05090) and Development Plan Review (DPR) 20-00003, Tentative Tract Map 37818 (TTM20-05118) and Development Plan Review (DPR) 20-00006 – A proposal to comprehensively update the Green Valley Specific Plan consisting of; 1) updating architectural and development standards for reviewing development proposals; 2) updating the Land Use Plan to reflect current development constraints of the Riverside Conservation Authority, and the Perris Valley Airport; and 3) approval of three (3) single-family residential tracts, totaling 542 lots over 146 acres, two (2) cluster homes tracts totaling 324 lots over 36.1 acres, and a hybrid tract with 156 cluster homes and a 236 dwelling unit apartment community, totaling 1,258 dwelling units located north of Ethanac Road, south of Case Road, between Goetz Road and Green Valley Parkway. Applicant: Matthew Villalobos, Raintree Investment Corporation.

1. City landscape maintenance district shall include:

TM 37223

- Murrieta Road - Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, entry portals, neighborhood entry monuments, per the Green Valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- Green Valley Parkway - Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per the Green Valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- Local Street Side Yard Fronting Lot #58, #59, #1, #119, #78, #79, **#89, #90** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per the Green Valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments,

within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.

- Watson Road- Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per ~~the~~ Green Valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- ~~Bio Retention Basin and Pocket Park – HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.~~
- **Regional Retention Basin – Provide for a 6' high tubular steel fence with pilasters ever 100', 15' DG maintenance road at top of basin with 6" mow curb on both sides, concrete maintenance ramp into basin, and landscaping requirement per the Green Valley Specific Plan.**
- **Landscape Plans and RWUE – The landscape plans and RWUE exhibit have been developed and approved by the City, these plans will need to be revised to meet the Engineering and Public Works conditions for the Tract per the phasing plan. RWUE WO#15930 and Landscape plans Dated 09/23/2020.**

TM 37262 – Previously Annexed to BZ 127, and shall be re-estimated and annexed to include

- Previously Annexed to BZ 127- TM 37262 was previously annexed to BZ 127, and any additional landscape maintenance facilities and improvements not covered under the original benefit zone 127 annexation shall be included in the annexation required under these Conditions of Approval. Additional landscape maintenance facilities and improvements are described in the following paragraphs.
- Goetz Road –Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, entry portals, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- Green Valley Parkway- Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- Local Street Side Yard Fronting Lot #1, #9, #10, #35-Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- West Elm Parkway- Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails; neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway,

perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.

- Bio Retention Basin and Open Space Park - HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- Access Road and DG Trails- Frontage along existing evacuation channel has been identified in the proposed landscape masterplan as a DG trail. Development of this trail shall meet the minimum standards identified in the City of Perris Parks Trails Master Plan.

TM 37816

- Ethanac Road –Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls and fences per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median and parkway improvements, “HOA Maintained” landscape and walls within right-of-way.
- West Elm Parkway.- Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls and fences per Green Valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median and parkway improvements, “HOA Maintained” landscape and walls within right-of-way.

TM 37817

- Watson Road- Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way.
- Green Valley Parkway- Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way.
- **Murrieta Road - Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, entry portals, neighborhood entry monuments, per the Green Valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.**
- **“N” Street - Provide offer of dedication as needed to provide for full half width Street (60’ ROW, 30’ halfwidth), curb gutter, sidewalk, off-site landscaping requirements, per the Green Valley Specific Plan, including minimum 10’ public parkway from face of curb.**
- **RWUE WO#16271 – The RWUE exhibit has been developed and approved by the City, this exhibit will need to be revised to meet the Engineering and Public Works conditions for the Tract per the phasing plan.**
- **Regional Retention Basin – Provide for a 6’ high tubular steel fence with pilasters ever 100’, 15’ DG maintenance road at top of basin with 6” mow curb on both sides, concrete maintenance ramp into basin, and landscaping requirement per the Green Valley Specific Plan.**

TM 37818

- Green Valley Parkway- Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way.
- **Murrieta Road - Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, entry portals, neighborhood entry monuments, per the Green Valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.**
- **RWUE WO#16277 – The RWUE exhibit has been developed and approved by the City, this exhibit will need to be revised to meet the Engineering and Public Works conditions for the Tract per the phasing plan.**

TM 37722

- Murrieta Road –Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, entry portals, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- Green Valley Parkway- Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- Local Street Side Yard Fronting Lot #37, #38, #47 Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- Bio Retention Basin and Open Space Slope - HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- Access Road and DG Trails- Frontage along Watson Ditch channel and Murrieta Rd. has been identified in the proposed landscape masterplan as a DG trail. Development of these trails shall meet the minimum standards identified in the City of Perris Parks Trails Master Plan.

2. Landscaping Plans. Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the

Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "CUP Off-site Landscape Plan CUP 19-05128" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

- **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area, including the existing Green Valley Specific Plan Landscape Design Guidelines Section 4.3; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division.
- a. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or GPH flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (WeatherTrak ET Pro3 Smart Controller, or equal, with Rain Sensor). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.
- b. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- c. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- d. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering

Standards in effect at the time of approval.

- e. Recycled Water - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.
 - f. EMWD Landscape Plan Approval – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate the both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
 - g. Landscape Weed Barrier - Weed cloth with a minimum expected life of 10-years shall be required under all mulched areas.
 - h. Wire Mesh and Gravel At Pull Boxes- Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.
 - i. Slopes 3:1 Maximum- Any proposed slope will not exceed a 3:1 ratio. Slopes exceeding a 3:1 ratio shall require construction of appropriate reinforcing garden walls.
3. Landscape Inspections. The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 657-3280 to schedule inspections.
- Inspection #1 - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
 - Inspection #2 - Soil prepared, and plant materials positioned and ready to plant.
 - Inspection #3 - Landscaping installed, irrigation system fully operational, and request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.
 - Turn-Over Inspection– On or about the one year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.

5. One Year Maintenance and Plant Establishment Period-The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees and shrubs in a viable growth condition. Prior to the start of the one year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.
6. Street/Off-Site Improvements. The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
 - a. Street Lighting-If street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Street lights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - b. Acceptance By Public Works/Special Districts- Lighting District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 956-2120 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.
8. Flood Control District #1 Maintenance Acceptance. Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain

video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.

9. Assessment Districts. Prior to permit issuance, developer shall the appropriate deposit amount necessary for all required annexations.

Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):

- *Consent and Waiver for Maintenance District No. 84-1* - New street lighting proposed by the project, as determined by the City Engineer
 - *Consent and Waiver for Landscape Maintenance District No. 1* –New off-site parkway landscape and any above ground landscaped water quality basins, swales, etc. proposed by the project. In addition, a secondary landscape category identified as HOA maintained on the proposed conceptual landscape plans, except as noted in the Conditions above, shall be annexed and levied in case of default or failure to adequately maintain by the entity responsible for maintenance.
 - *Petition for Flood Control Maintenance District No. 1* -For Off-site Flood Control Facilities proposed by the project, as determined by the City Engineer.
-
- Original notarized document(s) to be sent to:
Daniel Louie
Wildan Financial Services
27368 Via Industria, #200
Temecula, CA 92590
-
- a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
 - i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
 - ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.
 - iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
 - iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not

required.

- v. Confirmation by the City Council completes the annexation process and the condition of approval has been met.

END OF CONDITIONS



CITY OF PERRIS

COMMUNITY SERVICES

MEMO

To: Kenneth Phung, Director of Development Services

From: Sabrina Chavez, Director of Public Services

cc: Martin E. Martinez, Management Analyst

Date: ~~December 10, 2020~~ ~~Updated January 05, 2021~~ ~~Updated February 3, 2023~~
Updated January 30, 2024 Updated September 11, 2024 October 3rd, 2024

Subject: Green Valley Specific Plan:
TTM 37817 (TTM20-05090) and Development Plan Review - #20-00003
TTM 37816 (TTM20-00005) and Development Plan Review - #20-00005
TTM 37818 (TTM20-05118) and Development Plan Review - #20-00006
TTM 37233 (17-05251)
TTM 37262 (18-05000)
TTN 37222 (19-05233)

Applicant: Charles Jackson, Raintree Investment Group

Green Valley Specific Plan SRC Transmittals and offer the following condition(s):

Development Impact Fees – Park Facilities

The Proposed Projects have single and multifamily residential development projects and is subject to payment of the following fees and conditions:

- The developer shall pay Park Development Impact Fees prior to the issuance of each building permit.
- Park Construction. The applicant shall construct park improvements and receive reimbursement for park improvement costs pursuant to the Improvement and Credit Agreement Development Impact Fee Program between the City of Perris and Green Valley Recovery Acquisition, approved by the City Council on May 11, 2021 ("Park Agreement").
- Pursuant to Agreement, the applicant shall commence construction of Phase 1 of the Park Improvements ("Phase 1") upon the issuance of the 100th building permit for a residence aggregate of tracts 37223, 37262, 37722, 37816, 37817 and 37818 and shall complete Phase 1 no more than 24 months



thereafter. Applicant shall commence construction of Phase 2 of the Park Improvements (“Phase 2”) upon the issuance of the 650th building permit for a residence aggregate of Tracts 37223, 37262, 37722, 37816, 37817 and 37818 and shall complete Phase 2 no later than 12 months thereafter, unless the terms pursuant to the Park Agreement have been satisfied.

- Developer shall consult with Public Services Department for inspections prior to landscape and irrigation improvements, and for final inspection of all park improvements.

Trails and Connectivity

Pursuant to April 2023 Implementation Plan prepared by the Planning Division, applicant shall be responsible for the construction of the trail and connectivity of the pedestrian circulation – San Jacinto River Trail Alternative, as noted below. The developer shall submit construction plans to the City for review and approval of trail design.

- New River Trail Alignment to be built by the 600th building permit of Tracts 37262, 37722, 37223, 37816, 37817, 37818.
- Trail from Goetz Road along Evacuation Channel to Green Valley Parkway and head South on the West Side of Green Valley Parkway to Murrietta Road crossing and heading North along the Eastern side of Murrietta Road to Watson Road, and running along the North side of Watson Road to terminate at the East Edge of Planning Area 33A Park. (See attached exhibit for alignment)
- Trail Design along Watson Road will be consistent with specific plan design guidelines compatible with existing Green Valley Parkway Trail Improvements to include a decomposed granite trail, split rail fencing with pilasters and concrete sidewalk improvements.
- PA 33 Paseo to be built by the aggregate of the 800th building permit of Planning Areas 30, 21, 20, 19a, 6a. Paseo design shall be reviewed and approved by the Parks Division.

ATTACHMENT 2

Previously Approved Conditions of Approval



CITY OF PERRIS

COMMUNITY SERVICES

MEMO

To: Kenneth Phung, Planning Manager
From: Sabrina Chavez, Director of Community Services
Isabel Carlos, Assistant City Manager
cc:

Date: ~~December 10, 2020~~ Updated January 06, 2021 Updated February 3, 2021

Subject: Green Valley Specific Plan:
TTM 37817 (TTM20-05090) and Development Plan Review - #20-00003
TTM 37816 (TTM20-00005) and Development Plan Review - #20-00005
TTM 37818 (TTM20-05118) and Development Plan Review - #20-00006
TTM 37233 (17-05251)
TTM 37262 (18-05000)
TTM 37222 (19-05233)

Applicant: Matthew Villalobos, Rain Tree

Green Valley Specific Plan SRC Transmittals and offer the following condition(s):

Development Impact Fees – Park Facilities

The Proposed Projects have single and multifamily residential development projects and is subject to payment of the following fees and conditions:

- The developer shall pay Park Development Impact Fees prior to the issuance of each building permit.
- ~~Complete the construction of Phase 2 park improvements designated for Lots PA 24 (design subject to approval of the Parks and Recreation Committee) and PA 25 (design approved by the Parks and Recreation Committee on October 7, 2020) within the Green Valley Specific Plan, which is further described in Exhibit 1 of these conditions. Park improvements shall commence at the issuance of the 850th building permit from the aggregate of Tract Maps 37817, 37816, 37818, 37223, 37262, and 37222, and be completed twelve (12) months thereafter.~~
- Park Construction. Park Construction. The applicant shall construct park improvements as provided in Green Valley park improvement plans that contains a Phase 1 and 2 (where Phase 1 and 2 as it applies to Lot 25 have



CITY OF PERRIS

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been approved, but Phase 2 as it applies to Lot 24 has not been approved. The Green Valley Conceptual Park Plan (collectively "Park Improvements") are attached hereto as Attachment 8 and incorporated herein by this reference.

Applicant shall commence construction of Phase 1 of the Park Improvements ("Phase 1") upon the issuance of the 100th building permit for a residence aggregate of tracts 37223, 37262, 37722, 37816, 37817 and 37818 and shall complete Phase 1 no more than 24 months thereafter. Applicant shall commence construction of Phase 2 of the Park Improvements ("Phase 2") upon the issuance of the 650th building permit for a residence aggregate of tracts 37223, 37262, 37722, 37816, 37817 and 37818 and shall complete Phase 2 no later than 12 months thereafter.

The applicant may be eligible to receive reimbursement for Park Improvements costs (including, without limitation, design, plan check and inspection fees), provided that applicant shall not be eligible to receive reimbursements until the City and applicant enter into an Amended & Restated MOU. Such reimbursement will be made utilizing park fees collected in relation to Tracts 36989, 36988, 37223, 37262, 37722, 37816, 37817 and 37818 pursuant to Ordinance No. 953 ("Park Fees"). However, nothing herein shall entitle applicant to receive reimbursement from any other City source, including, but not limited to, the City's General Fund.

The applicant and City previously entered into a "Memorandum of Understanding for Dedication of Parkland and Construction of Park Improvements," dated October 23, 2019 ("MOU"). To implement this condition (including, but not limited to, the applicant's eligibility for reimbursement of Park Improvement costs through Park Fees), the applicant shall enter into an amended and restated MOU.

Further, prior to execution of the Amended & Restated MOU, the legal plat and description for Lots 24 and 25 shall be updated to remove detention basins from the park acreage of Lots 24 and 25.

- ~~• **Park Construction.** The applicant, at its sole cost and expense, shall construct the park improvements as provided in Phases 1 and 2 of the "Overall Green Valley Conceptual Park Plan" approved by the City on October 7, 2020, which is incorporated herein by this reference and shown in Exhibit "A" and as approved by the City ("Park Improvements"). The applicant and City have entered into that certain "Memorandum of Understanding for Dedication of Parkland and Construction of Park Improvements," dated October 23, 2019,~~



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~~("MOU"), which is incorporated herein by this reference and shown in Exhibit "B". In order to implement this condition, the MOU shall be amended prior to final map recordation to include provisions for the construction of the Park Improvements, which shall include, but not be limited to, the following:~~

- ~~o The MOU shall be amended to include the construction schedule for the Park Improvements (i.e., Phases 1 and 2 of the "Overall Green Valley Conceptual Park Plan" approved by the City on October 7, 2020) and terms relating to park dedication to the City. However, the construction schedule for the Park Improvements shall be approved by the City's Parks and Recreation Committee prior to the City approving any amendment to the MOU.~~
- ~~o The applicant may be eligible to receive reimbursement for the cost of the Park Improvements from the Residential Park Facilities Fees paid by the applicant or developer, as applicable, to the City for Tract Nos. 36988, 36989, 37222, 37233, 37262, 37816, 37817, and 37818 as applicable, pursuant to Ordinance No. 953 ("Park Fees"), provided that the Park Fees (i) are available to be used to reimburse the applicant for such costs; (ii) may be used to reimburse the applicant for such costs; and (iii) the City authorizes in writing the use thereof for reimbursement to the applicant for such costs. Any reimbursement provided by the City to the applicant for the costs of construction of the Park Improvements shall be used solely by the applicant for its construction of the Park Improvements. In the event that no funds are available and able to be used to reimburse the applicant as provided above, then the applicant shall not be eligible to receive any reimbursement from any other City funds or sources unless the City's approves use of such funds in writing.~~

Trails and Connectivity

The Proposed Projects are required to complete the Class 1 Perris Valley Trail Connection from Goetz Road to Case Road adjacent to the San Jacinto River Trail pursuant to the City of Perris Trails Master Plan. The trail must be consistent with what has already been constructed.

- The applicant must submit the trail plans to the Community Services Department for approval prior to installation of trails improvements.

The applicant is required to submit the application for approval of trail improvements by the Regional Conservation Authority upon the issuance of



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the 150th building permit of either Tract Map, or the aggregate of Tract Maps 37817, 37816, 37818, 37223, 37262, and 37222, and be completed 12 months thereafter. City will assist the developer by providing guidance needed by the developer in obtaining appropriate agency permit approvals for trail improvements.

- The Trail must have a trail head showing all connections from each tract to the proposed San Jacinto Trail, including mile markers at every quarter mile and total mileage.



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT LANDSCAPE DIVISION

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

MEMORANDUM

Date: December 11, 2020

To: Nathan Perez, Project Planner

From: Michael Morales, CIP Manager

Subject: Conditions of Approval

Specific Plan Amendment (SPA) 18-05292, Tentative Tract Map 37262 (TTM18-05000), Tentative Tract Map 37722 (TTM19-05233), Tentative Tract Map 37223 (TTM17-05251), Tentative Tract Map 37816 (TTM20-00005), and Development Plan Review (DPR) 20-00005, Tentative Tract Map 37817 (TTM20-05090) and Development Plan Review (DPR) 20-00003, Tentative Tract Map 37818 (TTM20-05118) and Development Plan Review (DPR) 20-00006 – A proposal to comprehensively update the Green Valley Specific Plan consisting of; 1) updating architectural and development standards for reviewing development proposals; 2) updating the Land Use Plan to reflect current development constraints of the Riverside Conservation Authority, and the Perris Valley Airport; and 3) approval of three (3) single-family residential tracts, totaling 542 lots over 146 acres, two (2) cluster homes tracts totaling 324 lots over 36.1 acres, and a hybrid tract with 156 cluster homes and a 236 dwelling unit apartment community, totaling 1,258 dwelling units located north of Ethanac Road, south of Case Road, between Goetz Road and Green Valley Parkway. Applicant: Matthew Villalobos, Raintree Investment Corporation.

-
1. City landscape maintenance district shall include:

TM 37223

- **Murrieta Road** –Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, entry portals, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Green Valley Parkway**- Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Local Street Side Yard Fronting Lot #58, #59, #1, #119, #78, #79** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within

- right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Watson Road-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Bio Retention Basin and Pocket Park -** HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.

TM 37262 – Previously Annexed to BZ 127, and shall be re-estimated and annexed to included

- **Previously Annexed to BZ 127-** TM 37262 was previously annexed to BZ 127, and any additional landscape maintenance facilities and improvements not covered under the original benefit zone 127 annexation shall be included in the annexation required under these Conditions of Approval. Additional landscape maintenance facilities and improvements are described in the following paragraphs.
- **Goetz Road** –Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, entry portals, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Green Valley Parkway-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Local Street Side Yard Fronting Lot #1, #9, #10, #35-**Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **West Elm Parkway-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Bio Retention Basin and Open Space Park -** HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.

- **Access Road and DG Trails-** Frontage along existing evacuation channel has been identified in the proposed landscape masterplan as a DG trail. Development of this trail shall meet the minimum standards identified in the City of Perris Parks Trails Master Plan.

TM 37816

- **Ethanac Road** –Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls and fences per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median and parkway improvements, “HOA Maintained” landscape and walls within right-of-way.
- **West Elm Parkway.-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls and fences per Green Valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median and parkway improvements, “HOA Maintained” landscape and walls within right-of-way.

TM 37817

- **Watson Road-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way.
- **Green Valley Parkway-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way.

TM 37818

- **Green Valley Parkway-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way.

TM 37722

- **Murrieta Road** –Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, entry portals, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Green Valley Parkway-** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing “City Maintained” median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Local Street Side Yard Fronting Lot #37, #38, #47** Provide for full half width Street, curb gutter, sidewalk,

off-site landscaping requirements, perimeter walls, fences, trails, neighborhood entry monuments, per Green valley Specific Plan Landscape Design Guidelines Section 4.3, including existing "City Maintained" median, parkway, perimeter walls, fences, trails, neighborhood entry monuments, within right-of-way. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.

- **Bio Retention Basin and Open Space Slope** - HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **Access Road and DG Trails**- Frontage along Watson Ditch channel and Murrieta Rd. has been identified in the proposed landscape masterplan as a DG trail. Development of these trails shall meet the minimum standards identified in the City of Perris Parks Trails Master Plan.

2. **Landscaping Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "CUP Off-site Landscape Plan CUP 19-05128" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

- **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area, including the existing Green Valley Specific Plan Landscape Design Guidelines Section 4.3; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division.
- a. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or GPH flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (WeatherTrak ET Pro3 Smart Controller, or equal, with Rain Sensor). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.
- b. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- c. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located

in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.

- d. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.
 - e. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.
 - f. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate the both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
 - g. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all mulched areas.
 - h. **Wire Mesh and Gravel At Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.
 - i. **Slopes 3:1 Maximum**- Any proposed slope will not exceed a 3:1 ratio. Slopes exceeding a 3:1 ratio shall require construction of appropriate reinforcing garden walls.
3. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 657-3280 to schedule inspections.
- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
 - **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
 - **Inspection #3** - Landscaping installed, irrigation system fully operational, and request for "Start of 1

year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.

- **Turn-Over Inspection**– On or about the one year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.

5. **One Year Maintenance and Plant Establishment Period**–The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees and shrubs in a viable growth condition. Prior to the start of the one year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.
6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
 - a. **Street Lighting**–If street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Street lights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - b. **Acceptance By Public Works/Special Districts**– Lighting District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 956-2120 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan

Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.

8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.
9. **Assessment Districts.** Prior to permit issuance, developer shall the appropriate deposit amount necessary for all required annexations.
Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
 - **Consent and Waiver for Maintenance District No. 84-1** - New street lighting proposed by the project, as determined by the City Engineer
 - **Consent and Waiver for Landscape Maintenance District No. 1** -New off-site parkway landscape and any above ground landscaped water quality basins, swales, etc. proposed by the project. In addition, a secondary landscape category identified as HOA maintained on the proposed conceptual landscape plans, except as noted in the Conditions above, shall be annexed and levied in case of default or failure to adequately maintain by the entity responsible for maintenance.
 - **Petition for Flood Control Maintenance District No. 1** -For Off-site Flood Control Facilities proposed by the project, as determined by the City Engineer.
 - Original notarized document(s) to be sent to:
Daniel Louie
Wildan Financial Services
27368 Via Industria, #200
Temecula, CA 92590
 - a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.

- i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
- ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.
- iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
- iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
- v. Confirmation by the City Council completes the annexation process and the condition of approval has been met.



CITY OF PERRIS

STUART E. MCKIBBIN, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1396
December 11, 2020
TM 37223
Green Valley Specific Plan
Lots 35 & 36 – TM 24648 – MB 226/90

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer/property owner provides the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and their omission may require the site plan to be resubmitted for further consideration. These ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

In the event of a conflict between any conditions stated below, those imposed by Planning Department and others and requirements identified in the approved Traffic Impact analysis, the most stringent in the opinion of the City shall prevail.

General Conditions:

1. The projects grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.
2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.

DEPARTMENT OF ENGINEERING
24 SOUTH D STREET, SUITE 100, PERRIS, CA 92570
TEL.: (951) 943-6504 - FAX: (951) 943-8416

3. Development of Tract Map 37223 shall comply with all underlying approved Conditions of Approval for the Green Valley Specific Plan.
4. All previously conditioned improvements for Phase 1 and Phase 2 of the Green Valley Specific Plan, as approved by Planning Commission at the July 19, 2017 meeting shall be completed.

Prior to Recordation of the Final Map:

5. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.
6. Relinquish and waive rights of access to and from Murrieta Road, Green Valley Parkway and Watson Road on the Final Map other than the two openings on Green Valley Parkway and the two openings on Watson Road as delineated on the approved Tentative Tract Map.
7. Property line corner cut backs shall be dedicated per County of Riverside Standard No. 805.
8. All easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies and shall continue in force until the City or the appropriate agency accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the City Engineer.
9. The following statement shall be added to the Final Map:

NOTICE OF DRAINAGE FEES. Notice is hereby given that this property is located in the San Jacinto River Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483, et. Seq. of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the grading permit or building permit at the rate in effect at the time of issuance of the actual permit.
10. The developer/property owner shall made 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.

11. The developer/property owner shall sign the consent and waiver form to join the City's Lighting and Landscape Districts and City's Flood Control District as appropriate. The proposed streetlights and existing and proposed traffic signals shall be maintained by the City and cost paid by the developer/property owner through the said annexation.

Prior to Issuance of Grading Permit:

12. The project site is within the limits of FEMA 100-year flood plain. The tract shall be floodproofed by elevating the pads above the 100-year water surface elevation. The developer/property owner shall process the CLOMR.
13. The developer/property owner shall submit the following to the City Engineer for review and approval:
 - a. Onsite Grading Plan and Erosion Control Plan – Plans shall show the approved WDID No.
 - b. Street Improvement Plan
 - c. Traffic Signal Plan
 - d. Signing and Striping Plan
 - e. Final Drainage Plan, Hydrology and Hydraulic Report
 - f. Street Light Plan prepared by a Registered Electrical Engineer per City of Perris Standards; Street Lights shall be per City of Perris Safety Lighting Standards.
 - g. Final WQMP (for reference).

The design shall be in compliance with EMWD, RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

14. Traffic calming improvements to include but not limited to signing and striping and bulb-outs as recommended by the projects Traffic Engineer shall be installed throughout the development.
15. Drainage and Flood Control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District (RCFCD) and the City of Perris requirements and standards to include but not be limited to the following:
 - a. Onsite drainage facilities located outside of rights-of-way if required shall be constructed within dedicated drainage

easements. Any work within RCFCDD right-of-way shall require their review and approval.

- b. All drainage facilities with the exception of nuisance drainage facilities, shall be designed to convey the 100-year storm runoff. At all new and all existing intersections, minimum 18-inch storm drain pipes and catch basins shall be installed and shall be connected to existing and proposed storm drain facilities.

16. The project site is located within the limits of San Jacinto River Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be paid as set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan".

Prior to issuance of Building Permit:

17. Submit Water and Sewer Plans to the City Engineer for review and approval – Fire Department and EMWD approvals of onsite and offsite water and sewer plans are required prior to the City Engineer's approval of the plan.

The dedication shall be offered to the public in perpetuity and shall be free from all encumbrances as approved by the City Engineer.

18. The developer/property owner shall submit a compaction certificate from the Soils Engineer in compliance with the approved geotechnical/soils report.

Prior to issuance of Certificate of Occupancy:

19. The developer/property owner shall file and process/obtain the LOMR.

20. Unless already installed by others, Traffic Signals shall be installed at the intersections of:

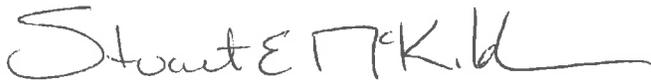
- Goetz Road and Mapes Road prior to the 1st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
- Ethanac Road and Green Valley Parkway prior to the 333rd cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.

21. Fair share contribution shall be paid for Traffic Signals at the intersections of:

- Perris Boulevard and 7th Street prior to the 1st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
- Goetz Road and Ellis Avenue prior to the 1st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.

- Ethanac Road and Case Road/Barnett Road prior to the 333rd cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
 - Bonnie Drive at I-215 SB Interchange prior to the 751st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
 - Ethanac Road at I-215 NB Interchange prior to the 751st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
22. Murrieta Road (Secondary Arterial Highway – 136’/101’) along the project frontage within the 136-foot full width dedicated right-of-way shall be improved to provide for a 14-foot wide raised landscaped median, 40-foot asphalt paving (using a TI of 9.5 and PG 64-10) east of the raised landscaped median, 40-foot to 47-foot asphalt (using a TI of 9.5 and PG 64-10) west of the raised landscaped median, 8-inch curb and gutter located 47-foot east of the centerline and 47-foot to 54-foot west of the centerline with 6-foot wide sidewalk and 6-foot wide decomposed granite trail and street lights.
 23. Power poles on Murrieta Road shall be removed and cables (under 66 kv) shall be undergrounded.
 24. Green Valley Parkway from Murrieta Road easterly to Ethanac Road including the 12-foot wide raised landscaped median, 6-foot wide sidewalk, 6-foot wide decomposed granite trail and street lights, shall be fully improved in compliance to Green Valley Parkway Backbone Street Improvement Plan.
 25. Watson Road (Local – 60’/40’) from Murrieta Road to easterly of Lot 34 of Tract Map 24648 within the 60-foot full width dedicated rights-of-way shall be improved to provide for a 40-foot asphalt paving (using a TI of 5.5 and PG 64-10), 6-inch curb and gutter at 20 feet on both sides of the centerline with 6-foot wide sidewalk and street lights.
 26. Watson Road from easterly of Lot 34 of Tract Map 24648 to Case Road within the 55-foot dedicated right-of-way shall be improved to provide for a 36-foot asphalt paving (using a TI of 5.5 and PG 64-10), 6-inch AC berm at 16 feet north of the centerline and 6-inch curb and gutter at 20 feet south of the centerline with 6-foot wide sidewalk and street lights on the south side. Water quality provision shall be provided if applicable. This dedication would be on EMWD property and is encumbered by a SCE 25-foot wide easement.
 27. All interior streets (Local – 60’/40’) along the project frontage within the 60-foot full width dedicated rights-of-way shall be improved to provide for a 40-foot asphalt paving (using a TI of 5.5 and PG 64-10), 6-inch curb and gutter and 20 feet on both sides of the centerline with 6-foot wide sidewalk and street lights.

28. Cul-de-sacs, offset cul-de-sacs and all knuckles shall be per County of Riverside Standard Nos. 800, 800A, and 801 respectively.
29. Access to "N" Street at Green Valley Parkway shall be restricted to right-in/right out and left-in only. A designated left turn lane shall be constructed on Green Valley parkway; length of the left turn pocket shall be determined by a Traffic Engineer as approved by the City Engineer.
30. Access to "P" Street shall be restricted to right-in/right-out and left-in only. A designated left turn lane shall be constructed on Green Valley parkway; length of the left turn pocket shall be determined by a Traffic Engineer as approved by the City Engineer.
31. The developer/property owner shall construct Romoland MDP Line A-13 Stage 1 pursuant to the Cooperative Agreement between City of Perris, RCFCD and Green Valley Recovery Acquisition LLC executed on November 17, 2020.
32. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.



Stuart E. McKibbin
City Engineer



CITY OF PERRIS

STUART E. MCKIBBIN, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1394
December 11, 2020
TM 37817
Green Valley Specific Plan
(Lots 37, 38 & 39 – TM 24648 – MB 226/90)

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer/property owner provides the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and their omission may require the site plan to be resubmitted for further consideration. These ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

In the event of a conflict between any conditions stated below, those imposed by Planning Department and others, and requirements identified in the approved traffic Impact Analysis, the most stringent in the opinion of the City shall prevail.

General Conditions:

1. The projects grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

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. Development of Tract Map 37817 shall comply with all underlying approved Conditions of Approval for the Green Valley Specific Plan.
4. All previously conditioned improvements for Phase 1 and Phase 2 of the Green Valley Specific Plan, as approved by Planning Commission at the July 19, 2017 meeting shall be completed.

Prior to Recordation of the Final Map:

5. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.
6. Relinquish and waive rights of access to and from Watson Road and Green Valley Parkway on the Final Map other than the one opening on Watson Road and one opening on Green Valley Parkway as delineated on the approved Tentative Tract Map.
7. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.
8. All easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies and shall continue in force until the City or the appropriate agency accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the City Engineer.
9. Easements shall be dedicated for public utilities and emergency vehicle access for all private streets and drive-isles.
10. Reciprocal access, parking and drainage easements shall be provided and so noted on the Final Map.
11. The following statement shall be added to the Final Map:

NOTICE OF DRAINAGE FEES. Notice is hereby given that this property is located in the San Jacinto River Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483 et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the

grading permit or building permit at the rate in effect at the time of issuance of this actual permit.

12. The developer/property owner shall 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.
13. The developer/property owner shall sign the consent and waiver form to join the City's Lighting and Landscape Districts and City's Flood Control District as appropriate. The proposed streetlights and existing and proposed traffic signals shall be maintained by the City and cost paid by the developer/property owner through the said annexation.

Prior to issuance of Grading Permit:

14. The project site is within the limits of FEMA 100-year flood plain. The tract shall be floodproofed by elevating the pads above the 100-year water surface elevation. The developer/property owner shall process the CLOMR.
15. The developer/property owner shall submit the following to the City Engineer for review and approval:
 - a. Onsite Grading Plan and Erosion Control Plan - Plans shall show the approved WDID No.
 - b. Street Improvement Plan
 - c. Traffic Signal Plan
 - d. Signing and Striping Plan
 - e. Final Drainage Plan, Hydrology and Hydraulic Report
 - f. Street Light Plan prepared by a Registered Electric Engineer per City of Perris Standards; street lights shall be per City of Perris Safety Lighting Standards.
 - g. Final WQMP (for reference)

DEPARTMENT OF ENGINEERING

24 SOUTH D STREET, SUITE 100, PERRIS, CA 92570
TEL.: (951) 943-6504 - FAX: (951) 943-8416

The design shall be in compliance with EMWD, RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

16. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District (RCFCD) and the City of Perris requirements and standards to include but not be limited to the following:
 - a. onsite drainage facilities located outside of right-of-way if required shall be constructed within dedicated drainage easements. Any work within RCFCD right-of-way shall require their review.
 - b. All drainage facilities, with the exception of nuisance drainage facilities, shall be designed to convey the 100-year storm runoff. At all new and all existing intersections, minimum of 18-inch storm drain pipes and catch basins shall be installed and shall be connected to existing and proposed storm drain facilities.
17. The project site is located within the limits of San Jacinto River Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be paid as set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan".

Prior to issuance of Building Permit:

18. Submit Water and Sewer Plans to the City Engineer for review and approval – Fire Department and EMWD approvals of onsite and offsite water and sewer plans are required prior to the City Engineer's approval of the plan.

The dedication shall be offered to the public in perpetuity and shall be free from all encumbrances as approved by the City Engineer.

19. 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:

20. The developer/property owner shall file and process/obtain the LOMR.

21. Unless already installed by others, Traffic Signals shall be installed at the intersections of:
- Goetz Road and Mapes Road prior to the 1st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
 - Ethanac Road and Green Valley Parkway prior to the 333rd cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
22. Fair Share contribution shall be paid for Traffic Signals at the intersections of:
- Perris Boulevard and 7th Street prior to the 1st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
 - Goetz Road and Ellis Avenue prior to the 1st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
 - Ethanac Road and Case Road/Barnett Road prior to the 333rd cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
 - Bonnie Drive at I-215 SB Interchange prior to the 751st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
 - Ethanac road at I-215 NB Interchange prior to the 751st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
23. Murrieta Road (Secondary Arterial highway - 136'/94'-101') from Ethanac Road to Watson Road within the 136-foot full width dedicated right-of-way shall be improved to provide for a 14-foot wide raised landscaped median, 40-foot asphalt paving (using a TI of 9.5 and PG 64-10) east of the raised landscaped median, 40-foot to 47-foot asphalt (using a TI of 9.5 and PG 64-10) west of the raised landscaped median, 8-inch curb and gutter located 47-foot east of the centerline and 47-foot to 54-foot west of the centerline with 6-foot wide sidewalk and 6-foot wide decomposed granite trail and street lights.
24. Power poles on Murrieta Road shall be removed and cables (under 66 kv) shall be undergrounded.
25. Green Valley Parkway from Murrieta Road easterly to Ethanac Road, including the 12-foot wide raised landscaped median, 6-foot wide sidewalk, 6-foot wide decomposed granite trail and street

lights, shall be fully improved in compliance to Green Valley Parkway Backbone Street Improvement Plan.

26. Watson Road (Local – 60'/40') from Murrieta Road to Case Road easterly of Lot 34 of Tract Map 24648 within the 60-foot full width dedicated right-of-way shall be improved to provide for a 40-foot asphalt paving (using a TI of 5.5 and PG 64-10), 6-inch curb and gutter at 20 feet on both sides of the centerline with 6-foot wide sidewalk and streetlights.
27. Watson Road from easterly of Lot 34 of Tract Map 24648 to Case Road within the 55-foot dedicated right-of-way shall be improved to provide for a 36-foot asphalt paving (using a TI of 5.5 and PG 64-10), 6-inch AC berm at 16 feet north of the centerline and 6-inch curb and gutter at 20 feet south of the centerline with 6-foot wide sidewalk and street lights on the south side. Water quality provision shall be provided if applicable. This dedication would be on EMWD property and is encumbered by a SCE 25-foot wide easement
28. "A" Street, "B" Street, "C" Street, "F" Street and "G" Street (Private Local Street – 62'/42') shall be improved to provide for 42-foot asphalt paving (using TI of 5.5 and PG 64-10), 6-inch curb and gutter at 21 feet on both sides of centerline with 5-foot wide sidewalk and street lights.
29. "D" Street and "E" Street (Private Local Street – 60'/40') shall be improved to provide for a 14-foot wide raised landscaped median, 13-foot asphalt paving (using TI of 5.5 and PG 64-10) on both sides of the raised landscaped median, 6-inch curb and gutter at 20 feet on both sides of centerline with 5-foot wide sidewalk and street lights.
30. Access to "E" Street shall be restricted to right-in/right-out and left-in only. A designated left turn lane shall be constructed on Green Valley Parkway; length of the left turn pocket shall be determined by a Traffic engineer as approved by the City Engineer.
31. The developer/property owner shall construct Romoland MDP Line A-13 Stage 1 pursuant to the Cooperative Agreement between City of Perris, RCFCD and Green Valley Recovery Acquisition LLC executed on November 17, 2020.
32. 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.

A handwritten signature in black ink, appearing to read "Stuart E. McKibbin", with a long horizontal flourish extending to the right.

Stuart E. McKibbin
City Engineer



CITY OF PERRIS

STUART E. MCKIBBIN, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1395
December 11, 2020
TM 37818
Green Valley Specific Plan
(Lots 37, 38 & 39 – TM 24648 – MB 226/90)

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer/property owner provides the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and their omission may require the site plan to be resubmitted for further consideration. These ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

In the event of a conflict between any conditions stated below, those imposed by Planning Department and others, and requirements identified in the approved traffic Impact Analysis, the most stringent in the opinion of the City shall prevail.

General Conditions:

1. The projects grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

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. Development of Tract Map 37818 shall comply with all underlying approved Conditions of Approval for the Green Valley Specific Plan.
4. All previously conditioned improvements for Phase 1 and Phase 2 of the Green Valley Specific Plan, as approved by Planning Commission at the July 19, 2017 meeting shall be completed.

Prior to Recordation of the Final Map:

5. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.
6. Relinquish and waive rights of access to and from Ethanac Road and Green Valley Parkway on the Final Map other than the two openings on Green Valley Parkway as delineated on the approved Tentative Tract Map.
7. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.
8. All easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies and shall continue in force until the City or the appropriate agency accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the City Engineer.
9. Easements shall be dedicated for public utilities and emergency vehicle access for all private streets and drive-isles.
10. Reciprocal access, parking and drainage easements shall be provided and so noted on the Final Map.
11. The following statement shall be added to the Final Map:

NOTICE OF DRAINAGE FEES. Notice is hereby given that this property is located in the San Jacinto River Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483 et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the grading permit or building permit at the rate in effect at the time of issuance of this actual permit.

12. The developer/property owner shall 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.
13. The developer/property owner shall sign the consent and waiver form to join the City's Lighting and Landscape Districts and City's Flood Control District as appropriate. The proposed streetlights and existing and proposed traffic signals shall be maintained by the City and cost paid by the developer/property owner through the said annexation.

Prior to issuance of Grading Permit:

14. The project site is within the limits of FEMA 100-year flood plain. The tract shall be floodproofed by elevating the pads above the 100-year water surface elevation. The developer/property owner shall process the CLOMR.
15. The developer/property owner shall submit the following to the City Engineer for review and approval:
 - a. Onsite Grading Plan and Erosion Control Plan – Plans shall show the approved WDID No.
 - b. Street Improvement Plan
 - c. Traffic Signal Plan
 - d. Signing and Striping Plan
 - e. Final Drainage Plan, Hydrology and Hydraulic Report
 - f. Street Light Plan prepared by a Registered Electric Engineer per City of Perris Standards; street lights shall be per City of Perris Safety Lighting Standards.
 - g. Final WQMP (for reference)

The design shall be in compliance with EMWD, RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

16. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District (RCFCD) and the City of Perris requirements and standards to include but not be limited to the following:
 - a. onsite drainage facilities located outside of right-of-way if required shall be constructed within dedicated drainage easements. Any work within RCFCD right-of-way shall require their review.
 - b. All drainage facilities, with the exception of nuisance drainage facilities, shall be designed to convey the 100-year storm runoff. At all new and all existing intersections, minimum of 18-inch storm drain pipes and catch basins shall be installed and shall be connected to existing and proposed storm drain facilities.
17. The project site is located within the limits of San Jacinto River Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be paid as set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan".

Prior to issuance of Building Permit:

18. Submit Water and Sewer Plans to the City Engineer for review and approval – Fire Department and EMWD approvals of onsite and offsite water and sewer plans are required prior to the City Engineer's approval of the plan.

The dedication shall be offered to the public in perpetuity and shall be free from all encumbrances as approved by the City Engineer.

19. 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:

20. The developer/property owner shall file and process/obtain the LOMR.
21. Unless already installed by others, Traffic Signals shall be installed at the intersections of:
 - Goetz Road and Mapes Road prior to the 1st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.

- Ethanac Road and Green Valley Parkway prior to the 333rd cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
22. Fair Share contribution shall be paid for Traffic Signals at the intersections of:
- Perris Boulevard and 7th Street prior to the 1st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
 - Goetz Road and Ellis Avenue prior to the 1st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
 - Ethanac Road and Case Road/Barnett Road prior to the 333rd cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
 - Bonnie Drive at I-215 SB Interchange prior to the 751st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
 - Ethanac Road at I-215 NB Interchange prior to the 751st cumulative occupancy permit for Tracts 37223, 37262, 37722, 37816, 37817 and 37818.
23. Murrieta Road (Secondary Arterial highway - 136'/94'-101') from Green Valley Parkway to Watson Road within the 136-foot full width dedicated right-of-way shall be improved to provide for a 14-foot wide raised landscaped median, 40-foot asphalt paving (using a TI of 9.5 and PG 64-10) east of the raised landscaped median, 40-foot to 47-foot asphalt (using a TI of 9.5 and PG 64-10) west of the raised landscaped median, 8-inch curb and gutter located 47-foot east of the centerline and 47-foot to 54-foot west of the centerline with 6-foot wide sidewalk and 6-foot wide decomposed granite trail and street lights.
24. Power poles on Murrieta Road shall be removed and cables (under 66 kv) shall be undergrounded.
25. Green Valley Parkway from Murrieta Road easterly to Ethanac Road, including the 12-foot wide raised landscaped median, 6-foot wide sidewalk, 6-foot wide decomposed granite trail and street lights, shall be fully improved in compliance to Green Valley Parkway Backbone Street Improvement Plan.
26. Watson Road (Local - 60'/40') from Murrieta Road to easterly of Lot 34 of Tract Map 24648 within the 60-foot full width dedicated right-of-way shall be improved to provide for a 40-foot asphalt paving (using a TI of 5.5 and PG 64-10), 6-inch curb and gutter at

20 feet on both sides of the centerline with 6-foot wide sidewalk and streetlights.

27. Watson Road from easterly of Lot 34 of Tract map 24648 to Case Road within the 55-foot dedicated right-of-way shall be improved to provide for a 36-foot asphalt paving (using a TI of 5.5 and PG 64-10), 6-inch AC berm at 16 feet north of the centerline and 6-inch curb and gutter at 20 feet south of the centerline with 6-foot wide sidewalk and street lights on the south side. Water quality provision shall be provided if applicable. This dedication would be on EMWD property and is encumbered by a SCE 25-foot wide easement.
28. "A" Street and "B" Street, (Private Local Street - 62'/42') shall be improved to provide for 42-foot asphalt paving (using TI of 5.5 and PG 64-10), 6-inch curb and gutter at 21 feet on both sides of centerline with 5-foot wide sidewalk and street lights.
29. "C" Street (Private Local Street - 60'/40') shall be improved to provide for a 40-foot asphalt paving (using TI of 5.5 and PG 64-10), 6-inch curb and gutter at 20 feet on both sides of centerline with 5-foot wide sidewalk and street lights.
30. "D" Street and "E" Street (Private Local Street - 60'/40') shall be improved to provide for a 14-foot wide raised landscaped median, 13-foot asphalt paving (using TI of 5.5 and PG 64-10) on both sides of the raised landscaped median, 6-inch curb and gutter at 20 feet on both sides of centerline with 5-foot wide sidewalk and street lights.
31. Access to "C" Street shall be restricted to right-in/right-out only.
32. Access to "D" Street shall be restricted to right-in/right-out and left-in only. A designated left turn lane shall be constructed on Green Valley Parkway; length of the left turn pocket shall be determined by a Traffic engineer as approved by the City Engineer.
33. The developer/property owner shall construct Romoland MDP Line A-13 Stage 1 pursuant to the Cooperative Agreement between City of Perris, RCFCD and Green Valley Recovery Acquisition LLC executed on November 17, 2020.
34. 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.

A handwritten signature in black ink that reads "Stuart E. McKibbin". The signature is written in a cursive style with a long horizontal flourish at the end.

Stuart E. McKibbin
City Engineer

ATTACHMENT 3

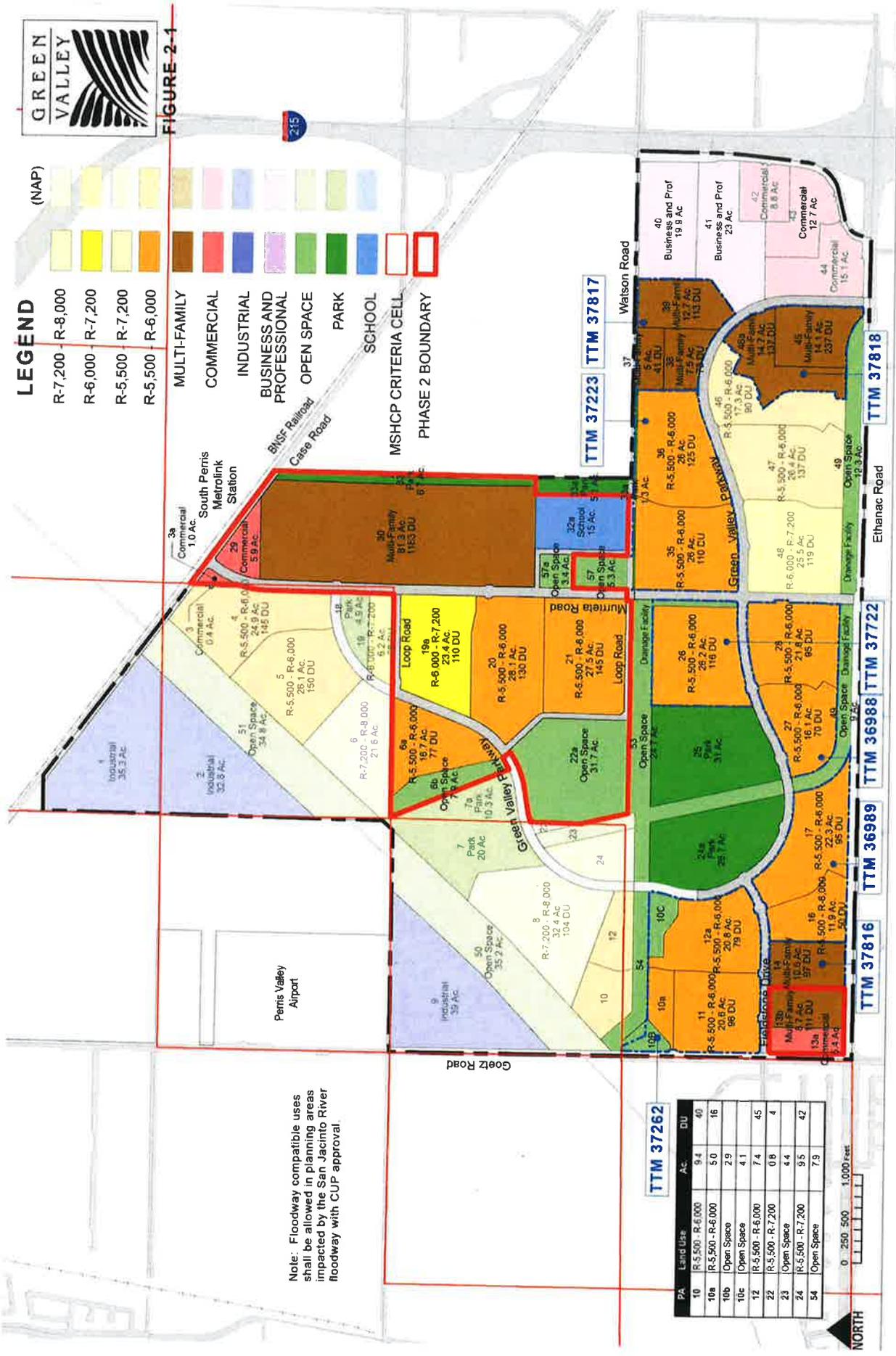
GVSP – Land Use-Subdivisions Map



FIGURE 2-1

LEGEND

(NAP)	R-7,200 - R-8,000	MULTI-FAMILY
	R-6,000 - R-7,200	COMMERCIAL
	R-5,500 - R-7,200	INDUSTRIAL
	R-5,500 - R-6,000	BUSINESS AND PROFESSIONAL
		OPEN SPACE
		PARK
		SCHOOL
		MSHCP CRITERIA CELL
		PHASE 2 BOUNDARY



Note: Floodway compatible uses shall be allowed in planning areas impacted by the San Jacinto River floodway with CUP approval.

TTM 37262

PA	Land Use	Ac.	DU
10	R-5,500 - R-6,000	9.4	40
10a	R-5,500 - R-6,000	5.0	16
10b	Open Space	2.9	
10c	Open Space	4.1	
12	R-5,500 - R-6,000	7.4	45
22	R-5,500 - R-7,200	0.8	4
23	Open Space	4.4	
24	R-5,500 - R-7,200	9.5	42
54	Open Space	7.9	



ATTACHMENT 4

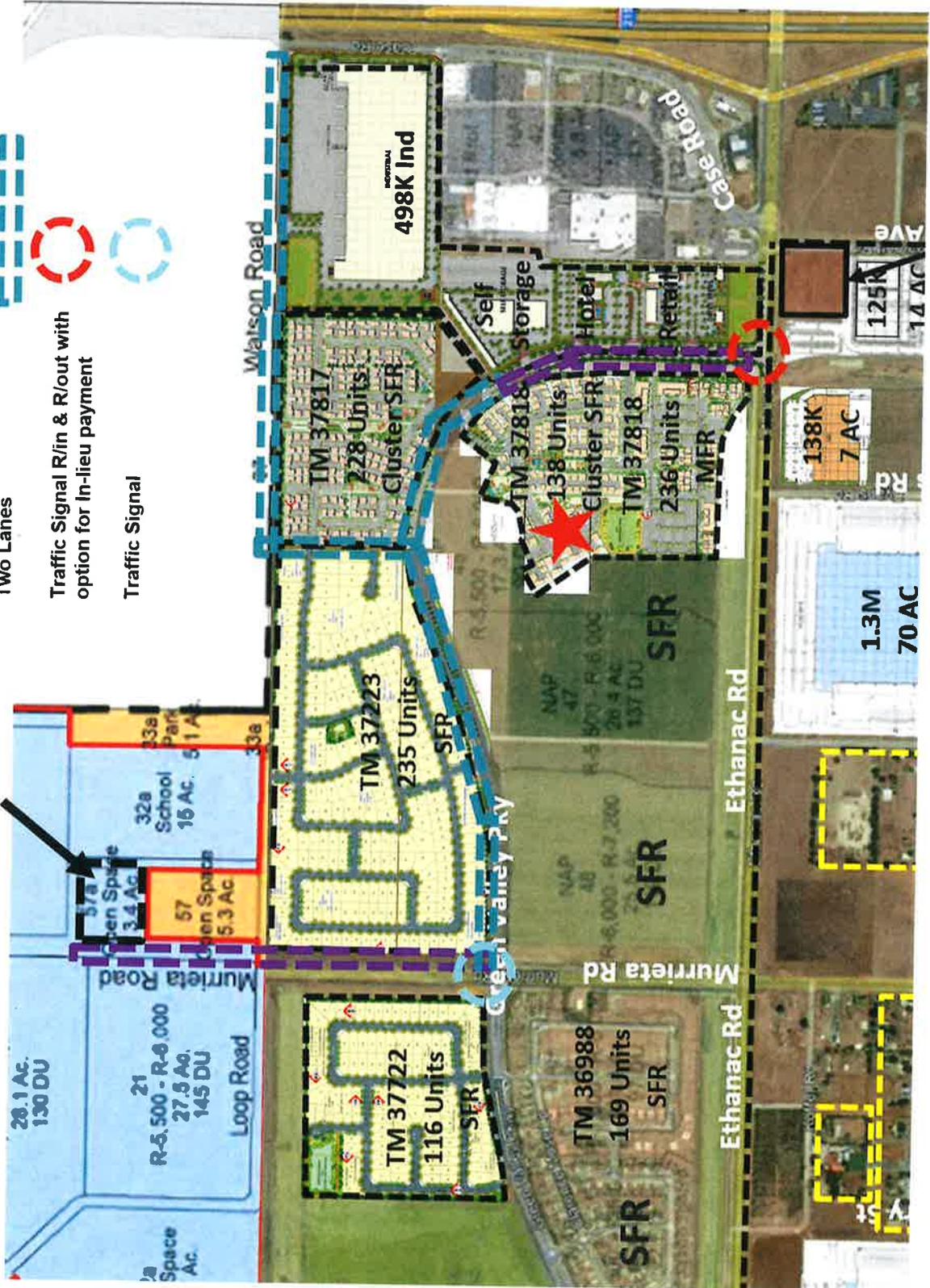
**GVSP – Off-site Improvements required for
TTM 37817
with recommended amended conditions**

ATTACHMENT 5

**GVSP – Off-site Improvements required for
TTM 37818
with recommended amended conditions**

Fire station Site

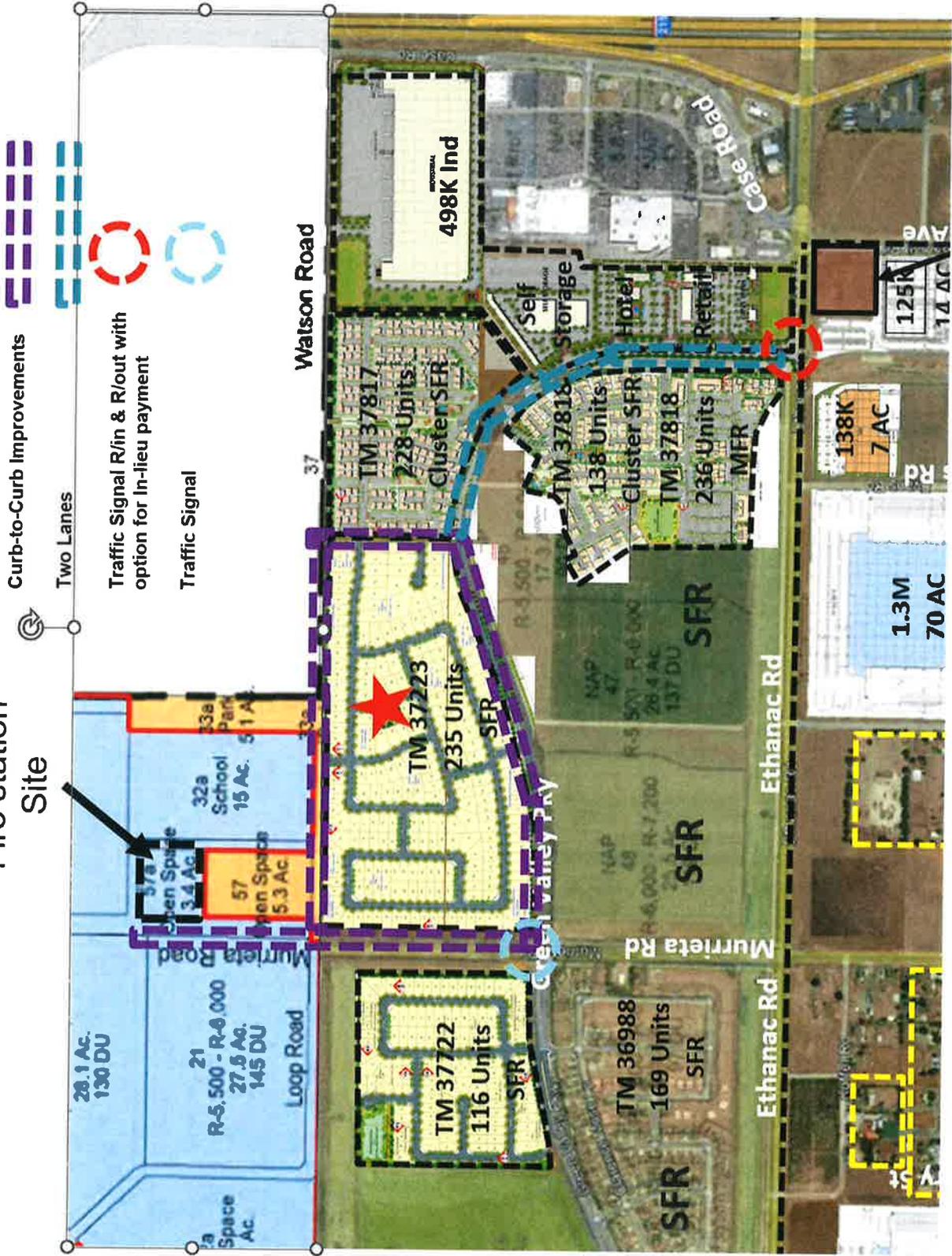
-  Curb-to-Curb Improvements
-  Two Lanes
-  Traffic Signal R/in & R/out with option for In-lieu payment
-  Traffic Signal



ATTACHMENT 6

**GVSP – Off-site Improvements required for
TM 37223
with recommended amended conditions**

Fire station Site



ATTACHMENT 7

Applicant's Request Letter



September 18, 2024

Rafael Garcia
Principal Planner
City of Perris
Department of Development Services – Planning Division
135 North “D” Street
Perris, CA 92570

RE: Green Valley Specific Plan – Request to Modify Conditions of Approval

Dear Mr. Garcia:

Green Valley Recovery Acquisition, LLC continues to invest in the development of the Green Valley Specific Plan area in close cooperation with the City of Perris. This partnership has produced significant backbone infrastructure for the Green Valley neighborhoods and has built over 300 homes and added more than 1,000 residents.

The purpose of this current request is to formally modify specific Conditions of Approval associated with Tract Maps 37817, 37818 and 37223. After many deliberations it has been determined that a clean-up of the conditions of approval is needed to properly outline the required improvements for Green Valley. The proposed conditions have been reviewed and agreed to with Kenneth Phung & John Pourkazemi.

The following is a list of the proposed changes detailed in the revised conditions of approval:

- Request 1: Clarification that each tract is responsible for current conditions of approval. All previous iterations of conditions are removed from any prior maps or specific plan documentation.
- Request 2: The installation of a traffic signal at the Ethanac Road/ Green Valley Parkway intersection can be removed as part of the project Conditions of Approval (COA). This intersection will be restricted to right in/right out access on Green Valley Parkway. The existing median opening on Ethanac Road is to be closed with the use of striping, raised delineators, and signage to restrict left turns.
- Request 3: Each tract is responsible for phasing in backbone infrastructure along Green Valley Parkway between Murrieta and Ethanac. Full width improvements are required along project frontages with two lanes required to extend the remaining connection.
- Request 4: Each tract is responsible for phasing in backbone infrastructure along Watson Road between Murrieta and project boundary. Full width improvements required along project frontages. Street Improvements will be delayed due to IDI Regional Sewer Upgrades through this street.
- Request 5: Fire Station Land to be dedicated to the City of Perris. A location for a fire station will be dedicated to the city prior to any certificates of occupancy for tracts 37223, 37817 & 37818.
- Request 6: Extension of Murrietta Road Improvements from Watson Road to the northern border of planning area 57 prior to the 463rd building permit of tracts 37223, 37817, and 37818.



Request 7: Removal of the Trails and Connectivity Conditions due to factors outside our control. Horizontal trail connection from Goetz to Murrieta to be completed as planned before the 463rd permit of tracts 37223, 37817, and 37818.

Revisions occurring on the following sets of conditions:

- Green Valley Planning Conditions dated December 16, 2020
- Green Valley Community Services Conditions dated February 03, 2021
- Tract 37223 Engineering Conditions dated December 11, 2020
- Tract 37817 Engineering Conditions dated December 11, 2020
- Tract 37818 Engineering Conditions dated December 11, 2020

We take great pride in the success of the project to date and look forward to the Green Valley community for the future of the City of Perris.

Sincerely,

Charlie Jackson
Vice President – Southern California
Raintree Investment Corporation



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

12.A.

MEETING DATE: October 8, 2024

SUBJECT: Consideration to receive and file the Introduction of the City of Perris Motlagh Scholarship Foundation.

REQUESTED ACTION: Receive, file, and provide direction to staff regarding the City of Perris Motlagh Scholarship Foundation.

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

BACKGROUND/DISCUSSION:

On August 2024, Public Services staff was directed to develop criteria guidelines for the Motlagh Scholarship Foundation (“Foundation”), to be administered by the City of Perris. The Foundation proposes to provide scholarships to graduating high school students pursuing a college education in engineering, sciences, or a related field. The City is dedicated to promoting higher education and is aligned with the overall mission to contribute to the wellbeing of all Perris students who are committed to investing in their education for a brighter future.

The proposed Foundation would be established through a new non-profit under the city with an initial donation contribution of \$100,000 by Mr. Habib Motlagh, a proposed city match of \$100,000 from General Funds Reserves, and thereafter sustaining the Foundation through community benefit sponsorship contributions. The Foundation would include a five-person board structure consisting of the Mayor, Councilmember, Mr. Habib Motlagh or family member, two Mayor-appointed community members, and the City Manager would be designated as the Executive Director. Public Services staff will manage the implementation of the scholarship foundation. Eligibility criteria stated in the guidelines for scholarship consideration requires:

- 1) Graduating twelfth grade high school students residing in incorporated Perris.
- 2) Majoring in engineering, sciences, or related fields.
- 3) Minimum weighted 3.50 grade point average (GPA) or above.
- 4) Pursuant of a four-year degree from an accredited college or university following high school graduation; and
- 5) Proof of enrollment and registration to an accepted college or university.

Additional scholarship details including the application, eligibility criteria, scholarship award criteria, applicant checklist, interviews, awarding of scholarship, eligible expenditures, disbursement of funds, scholarship timeline, and questions and answers can be found in the Foundation guidelines (see Attachment 1). Public Services staff will review and screen submitted applications and provide eligible applications to the Board for review and interviews, prior to approval and final selection. Upon selection, scholarship recipients will be notified and recognized at a City Council meeting. Staff researched several cities for the development of the scholarship

foundation guidelines and criteria including City of Vernon, City of Irwindale, City of Azusa, and City of La Mirada.

On September 18, 2024, staff presented the proposed Motlagh Scholarship Foundation to the Ways and Means Committee for discussion and directed staff to proceed with City Council consideration to appropriate \$100,000 from the General Fund Reserves for the city's match contribution, establish a non-profit public benefit corporation 501(C)(3), and develop social media promotional material and designated city webpage to support the ongoing implementation of the Foundation. Should City Council direct staff to proceed with the proposed Foundation, staff will introduce a resolution at the November 8, 2024 City Council meeting for consideration to approve the establishment of the Foundation, guidelines, and bylaws (see Attachment 1 and 2).

BUDGET (or FISCAL) IMPACT:

At this time, there is no budget impact with this item, as staff is requesting action to receive, file, and provide staff with direction regarding the City of Perris Motlagh Scholarship Foundation.

Prepared by: Marylin Flores, Program Coordinator

REVIEWED BY: Crystal Lopez, Public Services Manager

Assistant City Manager: WB

Assistant City Manager: ER

Director of Finance: JS

Attachments:

1. Draft City of Perris Motlagh Scholarship Foundation Guidelines
2. Draft Bylaws of Motlagh Scholarship Foundation, a California Nonprofit Public Benefit Corporation

Consent:

Public Hearing:

Business Item: X

Presentation:

Other:

ATTACHMENT NO. 1

Draft City of Perris Motlagh Scholarship
Foundation Guidelines



City of Perris

PUBLIC SERVICES DEPARTMENT

City of Perris Motlagh Scholarship Foundation Guidelines

1. Purpose of Foundation

The purpose of the Motlagh Scholarship Foundation is to provide funds to graduating high school students pursuing a college education in engineering, sciences, or a related field. The City of Perris is dedicated to promoting higher education and is aligned with the overall mission to contribute to the wellbeing of all Perris students who are committed to investing in their education for a brighter future. The granting of a sponsorship is evaluated according to the submitted completed application packet meeting eligibility criteria, requirements, conditions, and approval by the Motlagh Scholarship Foundation Board ("Board"). The Motlagh Scholarship Foundation Guidelines are subject to change and all applications will be considered and reviewed on a case-by-case basis.

Completed application packets are **due March XX, 2025 by 11:59 PM (PST)**.

2. Mission Statement

The specific purpose of the Motlagh Scholarship Foundation, a California Nonprofit Public Benefit Corporation shall include without limitation, to provide scholarships to graduating high school students pursuing a college education in engineering, sciences, or a related field. The City of Perris is dedicated to promoting higher education and is aligned with the overall mission to contribute to the wellbeing of all Perris students who are committed to investing in their education for a brighter future.

3. Table of Contents

- A. Scholarship Award Criteria
- B. Applicant Checklist
- C. Scholarship Application Requirements
 - I. Personal Essay
 - II. Proof of Residency
 - III. Proof of College Acceptance
 - IV. Copy of Unofficial Transcripts
 - V. List of Extracurricular Activities
 - VI. List of Community Service Hours
 - VII. Employment Experience
 - VIII. Honors and Awards
 - IX. Two (2) Recommendation Letters
- D. Interviews
- E. Awarding of Scholarship



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- F. Eligible Expenditures
- G. Disbursement of Funds
- H. Scholarship Timeline
- I. Scholarship Q&As
- J. Appendix 1- Application Form
- K. Appendix 2- Activities Form

A. Scholarship Award Criteria

The applicant for sponsorship of funds (“Applicant”) must meet all the following requirements, eligibility criteria, and conditions. Many factors will be considered when evaluating scholarship applicants. The scholarship criteria support the purpose of the Motlagh Scholarship Foundation, which is to provide scholarships to graduating high school students pursuing a college education in engineering, sciences, or a related field. The City of Perris is dedicated to promoting higher education and is aligned with the overall mission to contribute to the wellbeing of all Perris students who are committed to investing in their education for a brighter future.

To be considered for the scholarship, Applicants must meet all the following detailed criteria:

- A. Graduating 12th grade High School students residing in incorporated Perris city limits.
- B. Major in Engineering, sciences, or related field.
- C. Achievement of a minimum weighted 3.50 GPA or above.
- D. Pursuit of a four-year degree from an accredited College/ University within six (6) months of high school graduation.
- E. Proof of enrollment and registration accepted to college or university.

B. Applicant Checklist

Applicants of scholarship funds (“Applicant”) must submit all required documentation for scholarship fund consideration.

Applicant Checklist	
	Completed Application
	Personal Essay
	Proof of City of Perris Residency
	Proof of College Acceptance



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	Proof of College Enrollment and Registration
	Copy of Unofficial Transcripts
	List of Extracurricular Activities
	List of Community Service Hours
	Employment Experience, if applicable
	List of Honors and Awards
	Two (2) Letters of Recommendation

C. Scholarship Application Requirements

The Applicant must meet all the following Motlagh Scholarship Foundation requirements, eligibility criteria, and conditions to be considered for scholarship funds. Applicants must complete and submit the following:

I. Personal Essay

Please provide an autobiographical statement as a separate attachment. In essay form, respond to the following prompts:

- Describe who or what has most influenced you to pursue a higher level of education and explain why.
- Share your career goals and why you chose your field of study.
- Share how your life experiences and education led you to pursue a higher level of education.
- Indicate why receiving The Motlagh Scholarship will assist you financially in achieving your academic goals.

Your essay must be submitted in the following format:

- Typed (12-point font)
- Double-spaced
- Times New Roman font
- Word count between 500 (minimum) to 1,000 words (maximum)

II. Proof of Residency

The Applicant must be a resident of the incorporated City of Perris and attend a school in the Perris Union High School District or the Val Verde Unified School District. Acceptable forms of proof include:



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PUBLIC SERVICES DEPARTMENT

Documentation that identifies the applicant's name and address such as:

- California Identification
- Driver's License
- Bank Statement
- Or other documentation that identifies the applicant's name and address

III. Proof of College Acceptance

The Applicant must provide proof of college/ university acceptance, enrollment and registration. If you have not selected your final college/university of choice, please submit final selected college acceptance letters. If you are selected for a scholarship award, proof of acceptance, enrollment, and registration must be presented prior to the distribution of scholarship funds.

IV. Copy of Unofficial Transcripts

The Applicant must attach a copy of high school unofficial transcripts. Unofficial transcripts are utilized to verify weighted Grade Point Average achieved at the time of application submission.

V. List of Extracurricular Activities

Please complete the provided Activities Form. A minimum of three (3) activities in your school or community are required.

VI. Community Service Hours

Please complete the provided Activities Form. Applicant must have completed a minimum of (30) hours of community service between ninth (9th) grade and twelfth (12th) grade.

VII. Employment Experience

Please complete the provided Activities Form to list any employment experience, if applicable. Employment experience is not required for consideration of the Motlagh Scholarship award.

VIII. Honors and/or Awards

Please complete the provided Activities Form to list any honors and/ or awards.



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IX. Recommendation Letters

Please submit two recommendation letters from teachers and/or mentors. Recommendation letters should be completed by an individual who can effectively evaluate the qualities you possess as a student, volunteer, and/ or employee.

D. Interviews

The Applicant will be subject to an interview with the Motlagh Scholarship Foundation Board for final consideration of scholarship funds. Applicant(s) will be contacted for scheduling of interviews.

E. Awarding of Scholarship

Applicant(s) will be notified via email and mail of the granting of scholarship award. Recipients will be recognized at a City Council Meeting, with details to be provided upon award selection.

F. Eligible Expenditures

Eligible expenditures are listed below:

- Tuition and fees
- Room and board (or a housing and food allowance)
- Books and related supplies
- Transportation
- Loan fees

G. Disbursement of Funds

The Motlagh Scholarship Foundation adheres to the following options for disbursement and amount of scholarship funds subject to Board approval:

Option 1:

- Applicant must have a personal bank account. Funds can only be disbursed to applicant.
- Applicant must complete a W-9 form as required by the City of Perris.
- Scholarship funds are disbursed into one payment.
 - Prior to disbursement of funds, the Applicant must show proof of certified enrollment and proof of paid tuition from registrar.



City of Perris

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- Please refer to Section F, “Eligible Expenditures,” for allowable usage of scholarship funds.
- Disbursement of funds will be processed following submittal of all required documents. Disbursement of funds follows the City’s NET30 payment policy and is subject to change.

Option 2:

- Disbursement of funds will be sent directly to college/ university.
 - Prior to disbursement of funds, the Applicant must show proof of certified enrollment and proof of paid tuition from registrar.
- Please refer to Section F, “Eligible Expenditures,” for allowable usage of scholarship funds.

H. Scholarship Timeline

The following timeline is subject to change.	
January 2025	Scholarship Applications Open
March 2025	Scholarship Application Deadline
April 2025	Application Screening, Interviews, Board Approval, and Scholarship Selection
May 2025	Council Scholarship Recipient Recognition

I. Scholarship Q&A’s

- **When are scholarships available? Where can I locate the scholarship?**
Scholarships will be available January 1, 2025 and can be found on the City webpage at www.cityofperris.org/publicservices.
- **When are scholarship applications due and where do I submit the application?**
Scholarship applications are due March 2025. Students may submit their completed application packet via email at scholarships@cityofperris.org or in person at City of Perris, 101 North D St Perris, CA 92570, ATTN: Public Services.
- **How and when will the scholarship recipients be notified?**



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Please refer to Section E, "Awarding of Scholarship." Scholarship recipients will be notified via email and mail.

- **How and when will the scholarship awards be disbursed?**

Please refer Section G, "Disbursement of Funds," for disbursement of funds.



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PUBLIC SERVICES DEPARTMENT

APPENDIX I

City of Perris Motlagh Scholarship Foundation Application

The completed form with the required documents should be submitted to the City of Perris Public Services Department located at 101 North D St. Perris, CA 92570 or electronically to scholarships@cityofperris.org. Application submission does not guarantee granting of scholarship funds. **Applications are due March xxx 2025.**

Applicant Details		
First Name:	Last Name:	M.I
Date of Birth:	Contact Number: ()	G.P.A (unweighted):
Address (Street, City, State, Zip Code):		
Email Address:		
School Details		
High School:		
College/ University Attending After University:		Grade Level:
Are you the first member in your immediate family to attend college <input type="checkbox"/> Yes <input type="checkbox"/> No		
I confirm that I have reviewed the checklist and the submitted scholarship application includes all required materials for screening and consideration. Falsification of any information will result in scholarship disqualification.		
Applicant Signature: _____		Date: _____
Applicant Name (Printed): _____		
<hr/>		
If Applicant is a minor/ under 18 years of age, Parent/ Guardian signature is required:		
Parent/ Guardian Signature: _____		Date: _____
Applicant Name (Printed): _____		
Email Address: _____ Phone Number: (____) _____		



City of Perris

PUBLIC SERVICES DEPARTMENT

APPENDIX II

City of Perris Motlagh Scholarship Foundation Activities Form

Extracurricular Activities		
Name, Activity, Location	Date From	Date To

Community Service (List most recent first)			
Organization	Activity or Type of Service	Date From	Date To

Employment Experience (if applicable)			
Employer	Title or Type of Work	Date From	Date To

Awards and Honors (List most recent first)		
Organization	Award	Date

ATTACHMENT NO. 2

**Draft Bylaws Motlagh Scholarship Foundation,
a California Nonprofit Public Benefit Corporation**

BYLAWS OF
MOTLAGH SCHOLARSHIP FOUNDATION,
a California Nonprofit Public Benefit Corporation

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ARTICLE 1 CORPORATE NAME

The name of this corporation is **Motlagh Scholarship Foundation** (the “Corporation”).

ARTICLE 2 OFFICES

Section 2.1 Principal Office

The principal office for the transaction of the business of the Corporation may be established at any place or places within or without the State of California by resolution of the Board.

Section 2.2 Other Offices

The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to transact business.

ARTICLE 3 PURPOSES

Section 3.1 General Purpose

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Corporation Law of California (“California Nonprofit Corporation Law”) for public and charitable purposes.

Section 3.2 Specific Purpose

The specific purpose of the Corporation shall include without limitation, to provide scholarships to graduating high school students pursuing a college education in engineering, sciences, or a related field. The City of Perris is dedicated to promoting higher education and is aligned with the overall mission to contribute to the wellbeing of all Perris students who are committed to investing in their education for a brighter future.

ARTICLE 4 LIMITATIONS

Section 4.1 Political Activities

The Corporation has been formed under California Nonprofit Corporation Law for the charitable purposes described in Article 3, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

Section 4.2 Prohibited Activities

The Corporation shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in Article 3. The Corporation may not carry on any activity for the profit of its Officers, Directors or other private persons or distribute any gains, profits or dividends to its Officers, Directors or other persons as such. Furthermore, nothing in Article 3 shall be construed as allowing the Corporation to engage in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) or (ii) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

ARTICLE 5 DEDICATION OF ASSETS

Section 5.1 Property Dedicated to Nonprofit Purposes

The property of the Corporation is irrevocably dedicated to public and charitable purposes. No part of the net income or assets of the Corporation shall ever inure to the benefit of any of its Directors or Officers, or to the benefit of any private person, except that the Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 3 hereof.

Section 5.2 Distribution of Assets upon Dissolution

Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for public and charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Code.

ARTICLE 6 MEMBERSHIPS

Section 6.1 Members

The Corporation shall have no members within the meaning of section 5056 of the California Nonprofit Corporation Law.

Section 6.2 Non-Voting Members

The Board may adopt policies and procedures for the admission of associate members or other designated members who shall have no voting rights in the Corporation. Such associate or other members are not “members” of the Corporation as defined in section 5056 of the California Nonprofit Corporation Law.

ARTICLE 7 DIRECTORS

Section 7.1 Number and Board Structure

7.1.1 Number

The authorized number of directors of the Corporation (“Directors”) shall be five (5).

7.1.2 Board Structure

The Board of Directors shall be composed of the following:

- (a) The current Mayor of the City of Perris;
- (b) One (1) sitting member of the City of Perris City Council;
- (c) One (1) Motlagh family member;
- (d) Two (2) residents the City of Perris, appointed by the Mayor of the City of Perris.

7.1.3 Leadership of the Board

(a) Chair. The director of the board who is also a City councilmember shall be the chair of the board. The chair of the board shall preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him/her by the board of directors or prescribed by the Bylaws.

(b) Vice Chair. The vice chair of the board shall be elected by the board. The vice chair shall have a term as vice chair of two (2) years. A board member may serve any number of terms as vice chair and such terms may be consecutive. In the absence or disability of the chair of the board, the vice chair of the board shall perform all the duties of the chair of the board, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the chair of the board.

- Section 7.2 Corporate Powers Exercised by Board
 Subject to the provisions of the Articles of Incorporation of the Corporation (the “Articles of Incorporation”), California Nonprofit Corporation Law and any other applicable laws, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the board of Directors (the “Board”). The Board may delegate the management of the activities of the Corporation to any person or persons, management company or committee however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.
- Section 7.3 Terms; Election of Successors
 Directors shall be elected at each annual meeting of the Board for two (2) year terms. Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which they were elected and until the election and qualification of a successor, or until that Director’s earlier resignation or removal in accordance with these Bylaws and California Nonprofit Corporation Law. By resolution, the Board may arrange for terms to be staggered.
- Section 7.4 Vacancies
- 7.4.1 Events Causing Vacancy
 A vacancy or vacancies on the Board shall be deemed to exist on the occurrence of the following: (i) the death, resignation, or removal of any Director; (ii) whenever the number of authorized Directors is increased; (iii) when no Motlagh family member is willing to serve on the Board or if there are no eligible Motlagh family members, or (iv) the failure of the Board, at any meeting at which any Director or Directors are to be elected, to elect the full authorized number of Directors.
- 7.4.2 Removal
 Directors of the Board may be removed with or without cause. A Director of the Board, other than the Mayor and/or the sitting councilmember, may only be removed from the board by a majority vote of the Board. The Mayor and/or councilmember may only be removed from the board by a majority vote of the City Council of the City of Perris.
- 7.4.3 Resignations
 Any director may resign by giving written notice to the executive director of the board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a director’s resignation is effective at a later time, the board may elect a successor to take office as of the date when the resignation becomes effective.
- 7.4.4 Vacancies
 Upon the expiration of their term, directors of the board shall retain their position on the board until their successor is appointed. Notwithstanding the previous sentence, if the councilperson on the board ceases to be a member of the Perris City Council for any reason, he or she shall automatically be removed from the board of directors, effective on the date that such person ceases to be a member of the City Council. Moreover, if a City of Perris resident board member ceases to be a City resident, such person shall be automatically removed for the board of directors, effective on the date of the triggering event. Further, if the member of the Motlagh family no longer desires to serve on the Board, such person shall be automatically removed for the board of directors, effective on the date of the triggering event, and the vacancy shall be filled by the next Motlagh family member, if no eligible Motlagh family members exist, then the vacancy shall be filled by a resident of the City of Perris, appointed by the Mayor of the City of Perris.
- Section 7.5 Applicability of the Ralph M. Brown Act
 All meetings of the board of directors of this corporation shall be subject to the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.). However, if any applicable provisions of these Bylaws are more stringent than those contained in the Brown Act, then the provisions in these Bylaws shall control.

Section 7.6 Regular Meetings
Each year, the Board shall hold at least two (2) regular meetings, one (1) meeting at the beginning of the school year and one (1) in the Spring, to align with the scholarship season, at a time and place fixed by the Board. This meeting is sometimes referred to in these Bylaws as the “annual meeting.”

Section 7.7 Special Meetings
Special meetings of the Board for any purpose may be called at any time by the Chairperson. Notice of special meetings shall be given in accordance with Section 54956 of the Government Code, as may be amended from time to time. Any waiver of notice of a special meeting shall be filed with the corporate records and made a part of the minutes of the special meeting.

Section 7.8 Notice of Meetings

7.8.1 Manner of Giving

Except when the time and place of a regular meeting is set by the Board by resolution in advance (as permitted by Section 7.5), notice of the time and place of all regular and special meetings shall be given to each Director by one of the following methods:

- (a) Personal delivery of oral or written notice;
- (b) First-class mail, postage paid;
- (c) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages; or
- (d) Facsimile, electronic mail (“e-mail”) or other means of electronic transmission if the recipient has consented to accept notices in this manner.

All such notices shall be given or sent to the Director’s address, phone number, facsimile number or e-mail address as shown on the records of the Corporation. Any oral notice given personally or by telephone may be communicated directly to the Director or to a person who would reasonably be expected to promptly communicate such notice to the Director. Notice of regular meetings may be given in the form of a calendar or schedule that sets forth the date, time and place of more than one regular meeting.

7.8.2 Time Requirements

Notices sent by first-class mail shall be deposited into a United States mail box at least four days before the time set for the meeting. Notices given by personal delivery, telephone, voice messaging system or other system or technology designed to record and communicate messages, facsimile, e-mail or other electronic transmission shall be delivered at least 48 hours before the time set for the meeting.

7.8.3 Notice Contents

The notice shall state the time and place for the meeting, except that if the meeting is scheduled to be held at the principal office of the Corporation, the notice shall be valid even if no place is specified. The notice need not specify the purpose of the meeting unless required to elsewhere in these Bylaws.

Section 7.9 Place of Board Meetings

Regular and special meetings of the Board may be held at any place within or outside the state that has been designated in the notice of the meeting, or, if not stated in the notice or, if there is no notice, designated by resolution of the Board. If the place of a regular or special meeting is not designated in the notice or fixed by a resolution of the Board, it shall be held at the principal office of the Corporation.

7.9.1 Meetings by Telephone or Similar Communication Equipment

Any meeting may be held by conference telephone or other communications equipment permitted by California Nonprofit Corporation Law, as long as all Directors participating in the meeting can communicate with one another concurrently and all other requirements of California Nonprofit Corporation Law are satisfied. All such Directors shall be deemed to be present in person at such meeting.

Section 7.10 Quorum and Action of the Board

7.10.1 Quorum

A majority of Directors then in office (but no fewer than two Directors or one-fifth of the authorized number in Section 7.1.1, whichever is greater) shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 7.11.

7.10.2 Minimum Vote Requirements for Valid Board Action

Every act taken or decision made by a vote of the majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors from the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting.

7.10.3 When a Greater Vote Is Required for Valid Board Action

The following actions shall require a vote by a majority of all Directors then in office in order to be effective:

- (a) Approval of contracts or transactions in which a Director has a direct or indirect material financial interest as described in Section 10.1 (provided that the vote of any interested Director(s) is not counted);
- (b) Creation of, and appointment to, Committees (but not advisory committees) as described in Section 8.1; and
- (c) Removal of a Director without cause as described in Section 7.4.2

Section 7.11 Waiver of Notice

The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (i) a quorum is present, and (ii) either before or after the meeting, each of the Directors who is not present at the meeting signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent does not need to specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Also, notice of a meeting is not required to be given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice. Directors can protest the lack of notice only by presenting a written protest to the Secretary either in person, by first-class mail addressed to the Secretary at the principal office of the Corporation as contained on the records of the Corporation as of the date of the protest, or by facsimile addressed to the facsimile number of the Corporation as contained on the records of the Corporation as of the date of the protest.

Section 7.12 Adjournment

A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 7.13 Notice of Adjournment
Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 7.14 Conduct of Meetings
Meetings of the Board shall be presided over by the Chairperson, or, if there is no Chairperson or the Chairperson is absent, the President or, if the President and Chairperson are both absent, by the Vice President (if any) or, in the absence of each of these persons, by a chairperson of the meeting, chosen by a majority of the Directors present at the meeting.

The Secretary shall act as secretary of all meetings of the Board, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Board from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to the Corporation.

Section 7.15 Action without Meeting
Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to the action and the number of Directors then in office constitutes a quorum. For the purposes of this Section 7.14 only, "all members of the Board" shall not include any "interested Director" as defined in section 5233 of the California Nonprofit Corporation Law or any "common director" as described in section 5234 of the California Nonprofit Corporation Law if such director abstains in writing from providing consent and the further requirements of section 5211(b) of the California Nonprofit Corporation Law are satisfied. Such written consent shall have the same force and effect as a unanimous vote of the Board taken at a meeting. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Written consent may be transmitted by first-class mail, messenger, courier, facsimile, e-mail or any other reasonable method satisfactory to the Chairperson or the President.

Section 7.16 Fees and Compensation of Directors
The Corporation shall not pay any compensation to Directors for services rendered to the Corporation as Directors, except that Directors may be reimbursed for expenses incurred in the performance of their duties to the Corporation, in reasonable amounts as approved by the Board.

Also, Directors may not be compensated for rendering services to the Corporation in a capacity other than as Directors, unless such compensation is reasonable and further provided that not more than 49% of the persons serving as Directors may be "interested persons" which, for purposes of this Section 7.15 only, means:

- (a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full or part-time Officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; or
- (b) any sibling, ancestor, descendant, spouse, sibling-in-law, child-in-law, or parent-in-law of any such person.

Section 7.17 Non-Liability of Directors
The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation, and any and all creditors of this corporation shall look only to the assets of the corporation for payment.

ARTICLE 8 COMMITTEES

Section 8.1 Committees of Directors

The board of directors may establish one or more board committees, each consisting of no more than two (2) directors, to serve at the pleasure of the board. The board may designate one (1) or more directors as alternate members of any board committee who may replace any absent member at any meeting of the board committee. The board of directors may also appoint any number of persons who are not directors to serve at the pleasure of the board on any board committee, and said persons shall have a vote in the recommendation of the committee of which they are a member. The board of directors may adopt rules for the government of any board committee not inconsistent with the provisions of these Bylaws.

Section 8.2 Committee Member Selection

The chair of the board shall appoint committee members from the board, subject to confirmation by the board.

Section 8.3 Restrictions on Board Committees

A board committee shall have the power to make advisory recommendations to the board of directors regarding the subject matter of its charge, but shall have no other power, and shall have no power to bind the board of directors or the corporation in any way or thing whatsoever.

ARTICLE 9 OFFICERS

Section 9.1 Officers

The officers of the Corporation (“Officers”) shall be an executive director, a secretary, and a treasurer. Any number of offices may be held by the same person, except that neither the secretary nor the treasurer may serve concurrently as the executive director or chair of the board.

Section 9.2 Resignation or Removal of Officers

Resignation or removal from the position of City Manager, Deputy City Clerk, or Director of Finance shall be deemed resignation or removal from the position of executive director, secretary, or treasurer, respectively. Further, Any Officer may be removed, with or without cause, (i) by the Board, at any regular or special meeting of the Board, or at the annual meeting of the Corporation, or (ii) by an Officer on whom such power of removal may be conferred by the Board.

Section 9.3 Vacancies in Offices

A vacancy in any office because of death, resignation, removal, or any other cause shall be filled in the manner designated by action of the Board.

Section 9.4 Responsibilities of Officers

9.4.1 Executive Director of the Board

The executive director shall be the City Manager of the City of Perris. Subject to such supervisory powers, if any, as may be given by the board of directors to the chair of the board, and subject to the control of the board of directors, the executive director shall generally supervise, direct, and control the business and the officers of the corporation. The executive director shall be the chief executive officer of the corporation. The executive director may designate deputies to assist him/her, as needed, and may also designate deputies to assist the secretary and the treasurer, as needed.

9.4.2 Secretary

The secretary of the Corporation (the “Secretary”) shall be the City Clerk of the City of Perris. The secretary shall attend to the following:

- 9.4.2.1 Bylaws
The Secretary shall certify and keep or cause to be kept at the principal office of the Corporation the original or a copy of these Bylaws as amended to date.
- 9.4.2.2 Minute Book
The Secretary shall keep or cause to be kept a minute book as described in Section 12.1.
- 9.4.2.3 Notices
The Secretary shall give, or cause to be given, notice of all meetings of the Board in accordance with these Bylaws.
- 9.4.2.4 Corporate Records
Upon request, the Secretary shall exhibit or cause to be exhibited at all reasonable times to any Director, or to their agent or attorney, these Bylaws and the minute book.
- 9.4.2.5 Corporate Seal and Other Duties
The Secretary shall keep or cause to be kept the seal of the Corporation, if any, in safe custody, and shall have such other powers and perform such other duties incident to the office of Secretary as may be prescribed by the Board or these Bylaws.
- 9.4.3 Treasurer
The treasurer of the Corporation (the "Treasurer") shall be the Director of Finance for the City of Perris. The treasurer shall attend to the following:
- 9.4.3.1 Books of Account
The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.
- 9.4.3.2 Financial Reports
The Treasurer shall prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.
- 9.4.3.3 Deposit and Disbursement of Money and Valuables
The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board; shall disburse, or cause to be disbursed, the funds of the Corporation as may be ordered by the Board; shall render, or cause to be rendered to the President and Directors, whenever they request it, an account of all of their transactions as Treasurer and of the financial condition of the Corporation; and shall have other powers and perform such other duties incident to the office of Treasurer as may be prescribed by the Board or these Bylaws.
- 9.4.3.4 Bond
If required by the Board, the Treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of their office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in their possession or under their control on their death, resignation, retirement, or removal from office.

9.4.3.5 Tax Filings

The treasurer shall prepare and file all necessary tax and financial documents on behalf of this corporation.

**ARTICLE 10 TRANSACTIONS BETWEEN CORPORATION AND DIRECTORS OR OFFICERS;
DISCLOSURE OF CONFLICTS OF INTEREST**

Section 10.1 Transactions with Directors and Officers

10.1.1 Interested Party Transactions

Except as described in Section 10.1.2, the Corporation shall not be a party to any transaction:

- (a) in which one or more of its Directors or Officers has a material financial interest, or
- (b) with any corporation, firm, association, or other entity in which one or more Directors or Officers has a material financial interest.

10.1.2 Requirements to Authorize Interested Party Transactions

10.1.2.1 By the Board of Directors

The Corporation shall not be a party to any transaction described in Section 10.1.1 unless:

- (a) the Corporation enters into the transaction for its own benefit;
- (b) the transaction is fair and reasonable to the Corporation at the time the transaction is entered into;
- (c) prior to consummating the transaction or any part thereof, the Board authorizes or approves the transaction in good faith, by a vote of a majority of Directors then in office (without counting the vote of the interested Directors), and with knowledge of the material facts concerning the transaction and the interested Director's or Officer's financial interest in the transaction;
- (d) prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and
- (e) the minutes of the Board meeting at which such action was taken reflect that the Board considered and made the findings described in paragraphs (a) through (d) of this Section 10.1.2.

10.1.2.2 By a Committee

A Committee shall not approve a transaction described in Section 10.1.1 unless:

- (a) the Committee approves the transaction in a manner consistent with the standards set forth in Section 10.1.2.1;
- (b) it was not reasonably practicable to obtain approval of the transaction by the Board prior to entering into the transaction; and
- (c) the Board, after determining in good faith that the two above-enumerated conditions of this Section 10.1.2.2 are satisfied, ratifies the transaction at its next meeting by a vote of the majority of the Directors in office without counting the vote of the interested Director or Directors.

10.1.3 Material Financial Interest

A Director or Officer shall not be deemed to have a “material financial interest” in a transaction:

- (a) that fixes the compensation of a Director as a Director or Officer;
- (b) if the contract or transaction is part of a public or charitable program of the Corporation and it (1) is approved or authorized by the Corporation in good faith and without unjustified favoritism, and (2) results in a benefit to one or more Directors or their families only because they are in the class of persons intended to be benefited by the program; or
- (c) where the interested Director has no actual knowledge of the transaction and it does not exceed the lesser of one percent of the gross receipts of the corporation for the preceding year or \$100,000.

Section 10.2 Interlocking Directorates

No contract or other transaction between the Corporation and any corporation, firm or association of which one or more Directors are directors is either void or voidable because such Director(s) are present at the Board or Committee meeting that authorizes, approves or ratifies the contract or transaction, if (i) the material facts as to the transaction and as to such Director’s other directorship are fully disclosed or known to the Board or Committee, and the Board or Committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common Director(s) (subject to the quorum provisions of Article 7); or if (ii) the contract or transaction is just and reasonable as to the Corporation at the time it is authorized, approved or ratified.

Section 10.3 Duty of Loyalty; Construction with Article 11

Nothing in this Article 10 shall be construed to derogate in any way from the absolute duty of loyalty that every Director and Officer owes to the Corporation. Furthermore, nothing in this Article 10 shall be construed to override or amend the provisions of Article 11. All conflicts between the two articles shall be resolved in favor of Article 11.

Section 10.4 Duty to Disclose Actual and Potential Conflicts of Interest

Directors and Officers shall make an appropriate disclosure of all material facts, including the existence of any financial interest, at any time that any actual or potential conflict of interest arises. This disclosure obligation includes instances in which a Director or Officer knows of the potential for an Interested Party Transaction as described in Section 10.1.1 related to their interests or a transaction involving interlocking directorates as described in Section 10.2. It also includes instances in which a Director or Officer plans not to attend a meeting of the Board or a Committee of the Board described in Section 8.2 at which such Director or Officer has reason to believe that the Board or Committee will act regarding a matter about which such Director or Officer may have a conflict. Depending on the circumstances, this disclosure may be made to the Chairperson or President, or, if the potential conflict of interest first arises in the context of a Board or Committee meeting, the entire Board or the members of the Committee considering the proposed transaction or arrangement that relates to the actual or possible conflict of interest.

ARTICLE 11 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Section 11.1 Definitions

For purpose of this Article 11,

11.1.1 “Agent”

means any person who is or was a Director, Officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a Director, Officer, employee, or agent of a foreign or domestic corporation that was a

predecessor corporation of the Corporation or of another enterprise at the request of the predecessor corporation;

11.1.2 “Proceeding”

means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and

11.1.3 “Expenses”

includes, without limitation, all attorneys’ fees, costs, and any other expenses reasonably incurred in the defense of any claims or proceedings against an Agent by reason of their position or relationship as Agent and all attorneys’ fees, costs, and other expenses reasonably incurred in establishing a right to indemnification under this Article 11.

Section 11.2 Applicability of Indemnification Provisions

11.2.1 Successful Defense by Agent

To the extent that an Agent has been successful on the merits in the defense of any proceeding referred to in this Article 11, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the claim.

11.2.2 Settlement or Unsuccessful Defense by Agent

If an Agent either settles any proceeding referred to in this Article 11, or any claim, issue, or matter therein, or sustains a judgment rendered against them, then the provisions of Section 11.3 through Section 11.6 shall determine whether the Agent is entitled to indemnification.

Section 11.3 Actions Brought by Persons Other than the Corporation

This Section 11.3 applies to any proceeding other than an action “by or on behalf of the corporation” as defined in Section 11.4. Such proceedings that are not brought by or on behalf of the Corporation are referred to in this Section 11.3 as “Third Party proceedings.”

11.3.1 Scope of Indemnification in Third Party Proceedings

Subject to the required findings to be made pursuant to Section 11.3.2, the Corporation *[may OR shall]* indemnify any person who was or is a party, or is threatened to be made a party, to any Third Party proceeding, by reason of the fact that such person is or was an Agent, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

11.3.2 Required Standard of Conduct for Indemnification in Third Party Proceedings

Any indemnification granted to an Agent in Section 11.3.1 above is conditioned on the following. The Board must determine, in the manner provided in Section 11.5, that the Agent seeking reimbursement acted in good faith, in a manner they reasonably believed to be in the best interest of the Corporation, and, in the case of a criminal proceeding, they must have had no reasonable cause to believe that their conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner they reasonably believed to be in the best interest of the Corporation or that they had reasonable cause to believe that their conduct was unlawful.

Section 11.4 Action Brought By or On Behalf Of the Corporation

This Section 11.4 applies to any proceeding brought (i) by or in the right of the Corporation, or (ii) by an Officer, Director or person granted relator status by the Attorney General, or by the Attorney General, on the ground that the defendant Director was or is engaging in self-dealing within the meaning of section 5233 of the California Nonprofit Corporation Law, or (iii) by the Attorney General or person granted relator status by the Attorney General for any breach of duty relating to

assets held in charitable trust (any such proceeding is referred to in these Bylaws as a proceeding “by or on behalf of the Corporation”).

11.4.1 Scope of Indemnification in Proceeding By or On Behalf Of the Corporation

Subject to the required findings to be made pursuant to Section 11.4.2, and except as provided in Sections 11.4.3 and 11.4.4, the Corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding by or on behalf of the Corporation, by reason of the fact that such person is or was an Agent, for all expenses actually and reasonably incurred in connection with the defense or settlement of such action.

11.4.2 Required Standard of Conduct for Indemnification in Proceeding By or On Behalf Of the Corporation

Any indemnification granted to an Agent in Section 11.4.1 is conditioned on the following. The Board must determine, in the manner provided in Section 11.5, that the Agent seeking reimbursement acted in good faith, in a manner they believed to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

11.4.3 Claims Settled Out of Court

If any Agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the Corporation, with or without court approval, the Agent shall receive no indemnification for amounts paid pursuant to the terms of the settlement or other disposition. Also, in cases settled or otherwise disposed of without court approval, the Agent shall receive no indemnification for expenses reasonably incurred in defending against the proceeding, unless the proceeding is settled with the approval of the Attorney General.

11.4.4 Claims and Suits Awarded Against Agent

If any Agent is adjudged to be liable to the Corporation in the performance of the Agent’s duty to the Corporation, the Agent shall receive no indemnification for amounts paid pursuant to the judgment, and any indemnification of such Agent under Section 11.4.1 for expenses actually and reasonably incurred in connection with the defense of that action shall be made only if both of the following conditions are met:

- (a) The determination of good faith conduct required by Section 11.4.2 must be made in the manner provided for in Section 11.5; and
- (b) Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the Agent is fairly and reasonably entitled to indemnity for the expenses incurred. If the Agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

Section 11.5 Determination of Agent’s Good Faith Conduct

The indemnification granted to an Agent in Section 11.3 and Section 11.4 is conditioned on the findings required by those Sections being made by:

- (a) the Board by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or
- (b) the court in which the proceeding is or was pending. Such determination may be made on application brought by the Corporation or the Agent or the attorney or other person rendering a defense to the Agent, whether or not the application by the Agent, attorney, or other person is opposed by the Corporation.

Section 11.6 Limitations

No indemnification or advance shall be made under this Article 11, except as provided in Section 11.2.1 or Section 11.5(b), in any circumstances when it appears:

- (a) that the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, as amended, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 11.7 Advance of Expenses

Expenses incurred in defending any proceeding may be advanced by the Corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article 11.

Section 11.8 Contractual Rights of Non-Directors and Non-Officers

Nothing contained in this Article 11 shall affect any right to indemnification to which persons other than Directors and Officers of the Corporation, or any of its subsidiaries, may be entitled by contract or otherwise.

Section 11.9 Insurance

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent, as defined in this Article 11, against any liability asserted against or incurred by any Agent in such capacity or arising out of the Agent's status as such, whether or not the Corporation would have the power to indemnify the Agent against the liability under the provisions of this Article 11; provided, however, that the Corporation shall have no power to purchase and maintain insurance to indemnify any Agent for a violation of the prohibition on self-dealing in section 5233 of the California Nonprofit Corporation Law.

ARTICLE 12 CORPORATE RECORDS AND REPORTS

Section 12.1 Minute Book

The Corporation shall keep a minute book which shall contain a record of all actions by the Board or any committee including (i) the time, date and place of each meeting; (ii) whether a meeting is regular or special and, if special, how called; (iii) the manner of giving notice of each meeting and a copy thereof; (iv) the names of those present at each meeting of the Board or any Committee thereof; (v) the minutes of all meetings; (vi) any written waivers of notice, consents to the holding of a meeting or approvals of the minutes thereof; (vii) all written consents for action without a meeting; (viii) all protests concerning lack of notice; and (ix) formal dissents from Board actions. The minute book may either be in written form or in any other form capable of being converted into clearly legible tangible form.

Section 12.2 Books and Records of Account

The Corporation shall keep adequate and correct books and records of account. "Correct books and records" includes, but is not necessarily limited to: accounts of properties and transactions, its assets, liabilities, receipts, disbursements, gains, and losses.

Section 12.3 Articles of Incorporation and Bylaws

The Corporation shall keep at its principal office, the original or a copy of the Articles of Incorporation and Bylaws as amended to date.

12.3.1 Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns

The Corporation shall at all times keep at its principal office a copy of its federal tax exemption application and, for three years from their date of filing, its annual information returns. These documents shall be open to public inspection and copying to the extent required by the Code.

Section 12.4 Annual Report: Statement of Certain Transactions

The Board shall cause an annual report to be sent to each Director within one hundred twenty (120) days after the close of the Corporation's fiscal year containing the following information:

- (a) The assets and liabilities of the Corporation, including the trust funds, as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for this fiscal year;
- (d) The expenses or disbursements of the Corporation for both general and restricted purposes during the fiscal year;
- (e) A statement of any transaction (i) to which the Corporation, its parent, or its subsidiary was a party, (ii) which involved more than \$50,000 or which was one of a number of such transactions with the same person involving, in the aggregate, more than \$50,000, and (iii) in which either of the following interested persons had a direct or indirect material financial interest (a mere common directorship is not a financial interest):
 - (1) Any Director or Officer of the Corporation, its parent, or its subsidiary;
 - (2) Any holder of more than 10% of the voting power of the Corporation, its parent, or its subsidiary.

The statement shall include: (i) a brief description of the transaction; (ii) the names of interested persons involved; (iii) their relationship to the Corporation; (iv) the nature of their interest in the transaction, and; (v) when practicable, the amount of that interest, provided that, in the case of a partnership in which such person is a partner, only the interest of the partnership need be stated.

- (f) A brief description of the amounts and circumstances of any loans, guaranties, indemnifications, or advances aggregating more than \$10,000 paid during the fiscal year to any Officer or Director under Article 10 or Article 11.

The annual report shall be accompanied by a report of independent accountants on which the annual report is based, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 12.5 Directors' Rights of Inspection

Every Director shall have the absolute right at any reasonable time to inspect the books, records, documents of every kind, and physical properties of the Corporation and each of its subsidiaries. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

ARTICLE 13 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

Section 13.1 Execution of Instruments
The Board, except as otherwise provided in these Bylaws, may by resolution authorize any Officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 13.2 Checks and Notes
Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the Treasurer and countersigned by the President.

Section 13.3 Deposits
All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

Section 13.4 Gifts
The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable or public purposes of the Corporation.

ARTICLE 14 CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions of California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both legal entities and natural persons. All references to statutes, regulations, and laws shall include any future statutes, regulations and laws that replace those referenced.

ARTICLE 15 AMENDMENTS

The Board may adopt, amend or repeal bylaws. Notwithstanding the above, Section 7.1.2 of Article VII and Article IX may not be amended, removed, or otherwise made ineffective without the express approval of the City Council of the City of Perris.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of **Motlagh Scholarship Foundation**, a California nonprofit public benefit corporation; that these Bylaws, consisting of *[###]* pages, are the Bylaws of this Corporation as adopted by the Board of Directors on _____; and that these Bylaws have not been amended or modified since that date.

Executed on _____ at _____, California.

[NAME]
Secretary