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, December 8, 2015
6:30 P.M.
City Council Chambers
(corner of San Jacinto and Perris Boulevard)
101 North “D” Street
Perris, California

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

2. ROLL CALL:
Burke, Rabb, Rogers Busch

3. INVOCATION:
Pastor Benjamin Briggs
Greater Light Community Church
3060 Barrett Avenue
Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:
Mayor Pro Tem Burke will lead the Pledge of Allegiance.
5. **DECLARATION OF ELECTION RESULTS**

Consideration to adopt Proposed Resolution Number (next in order) entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECITING THE FACTS OF THE CONSOLIDATED UDEL ELECTION (SPECIAL MUNICIPAL ELECTION) HELD IN SAID CITY ON NOVEMBER 3, 2015, DECLARING THE RESULTS THEREOF AND SUCH OTHER MATTERS AS PROVIDED BY LAW

6. **OATH OF OFFICE**

Schyler Yarbrough will administer Oath of Office and deliver Certificate of Election to Raul Mark Yarbrough who will assume office as a Member of the City Council.

7. **PRESENTATIONS/ANNOUNCEMENTS:**

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

A. Presentation of Riverside County Transportation Commission Operation Lifesaver Poster Contest Winners.

B. Introduction of Perris Station Police Chief Captain Brandon Ford.

8. **APPROVAL OF MINUTES:**

A. Approval of the Minutes of the Regular 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 the Perris Community Economic Development Corporation of the City of Perris held November 10, 2015.

9. **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. Receive and File the City’s Community Facilities District Annual Report for the Fiscal Year ended June 30, 2015 pursuant to California Government Code Section 50075.
B. Adopt Resolution Number (next in order) regarding compliance with developer fee reporting requirements of Section 66006 (AB 1600) of the Government Code for the Fiscal Year ended June 30, 2015.

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

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


D. Approve a fee waiver request from the Dora Nelson African American Art & History Museum for use of City Facilities to hold the Dora Nelson Museum Beautification/Renovation Project sponsored by the Dora Nelson African American Art & History Museum to be held on December 27, 2015 at the Senior Center.

E. Approve Contract of Services with MetroPointe Engineers regarding the Nuevo Interchange Improvements.

F. Approve the Motte Town Center Maintenance Agreement for Tract 35846 located at the southwest corner of Ethanac Road and Trumble Road.

G. Approve the closure of Orange Avenue for 60 days beginning on December 14, 2015.

H. Approve the Cooperative Agreement with the County of Riverside for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services.

I. Adopt Resolution Number (next in order) regarding Annexation of portions of APN 302-020-030 and 302-020-031 into CFD 2001-3 (North Perris Public Safety District) — Annexation No. 20 for an industrial building for distribution purposes. (Owner: 60 Knox Partnership).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THEREETO (ANNEXATION NO. 20)
J. Approve Extension of Time No. 15-05179 for Tentative Tract Map 33193, located at the southwest corner of Metz Road and De Lunes Drive. (Applicant: Eugene Hamood).

K. Approve the purchase of replacement play equipment at Copper Creek Park.

L. Approve the RBBD Improvement Credit/Reimbursement Agreement with Stratford Ranch, LLC (IDI Gazeley) for improvements required for DPR 11-12-0004 located west of Redlands Avenue between Ranona Expressway and the northerly City limits.

M. Approve the Final Parcel Map 36462 (FPM 14-08-0009), a final map to subdivide 96 acres into two lots for industrial warehouse development at the northwest corner of Rider Street and Indian Avenue. (Applicant: Johnny Murad, PE, QSD/P, Huitz-Zollars, Inc.

10. 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 Resolution Number (next in order) regarding Annexation of Parcel 1, Parcel Map 36462 to the City’s Flood Control Maintenance District (FCMD 1) No. 1, located north of Rider Street between Indian Avenue and Perris Boulevard. (Ownership: Duke Realty).

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, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PARCEL 1, PARCEL MAP 36462 TO BENEFIT ZONE 84, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2015-2016

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

12-8-15 AGENDA
B. Consideration to adopt Resolution Numbers (next in order) regarding Annexation of Clearwater Elementary School to the City’s Maintenance Districts, located on the northwest corner of Nuevo Road and Murrieta Road. (Ownership: Perris Elementary School District).

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 CLEARWATER ELEMENTARY SCHOOL TO BENEFIT ZONE 83, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2015-2016

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 CLEARWATER ELEMENTARY SCHOOL TO BENEFIT ZONE 114, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2015-2016

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

C. Consideration to adopt Resolution Number (next in order) approving the Amendment to the 2014-2019 Five-Year Consolidated Plan and the FY 2015-2016 Annual Action Plan to carryover unexpended CDBG funds from the Senior Home Repair Program and Senior Center Renovation Phase II under the FY 2015-2016 Action Plan ($205,369.71) to the Senior Home Repair Program and ($200,837.02) to the Senior Center Renovations Phase II under the FY 2015-2016 Annual Action Plan.

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

Introduced by: Darren Madkin, Deputy City Manager

PUBLIC COMMENT:

11. 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. Appointments of the Planning Commission to fill three open seats on the Planning Commission.

Introduced by: Clara Miramontes, Director of Development Services

PUBLIC COMMENT:

12. 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.

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:

Update of the Strategic Plan

15. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official (951) 443-1029. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: December 8, 2015

SUBJECT: Certification of Special Election Results

CONTACT: Nancy Salazar, City Clerk

RECOMMENDATION: Adopt Resolution Certifying the Special Municipal Election Results in the City of Perris

DISCUSSION:

As you are aware, the City of Perris held a Special Municipal Election on November 3, 2015, for the election of one City Council Member for a short term of one year. The tabulation of votes for the Election is now completed and the attached Resolution presents the results for Certification by the City Council.

BUDGET (or FISCAL) IMPACT:

This action carries no fiscal impact.

Reviewed by:
Assistant City Manager

Attachment: 1. Copy of Proposed Resolution Certifying the Election. Including the Certificate of Registrar of Voters to the Results of the Canvass of Election Returns
2. Certificate of the City of Perris Elections Official as to the Results of the Canvass of Election Returns

Presentation:
Consent:
Public Hearing:
Business Item: Yes
RESOLUTION NUMBER (Next in Order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECITING THE FACTS OF THE CONSOLIDATED UDEL ELECTION (SPECIAL MUNICIPAL ELECTION) HELD IN SAID CITY ON NOVEMBER 3, 2015, DECLARING THE RESULTS THEREOF AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a special consolidated general election was held and conducted in the City of Perris, California, on Tuesday, November 3, 2015, as required by law; and

WHEREAS, notice of said election was duly and regularly given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects said election was held and conducted and the votes cast thereat, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Election Code of the State of California for the holding of elections in cities; and

WHEREAS, pursuant to Resolution Number 4892 adopted on June 16, 2015, the Riverside County Registrar of Voters canvassed the returns of said election and has certified the results to this City Council, and said results are received, attached and made a part hereof as Exhibit “A”;

NOW, THEREFORE, the City Council of the City of Perris does hereby RESOLVE, DECLARE, DETERMINE and ORDER as follows:

Section 1. That there were 9 voting precincts established for the purpose of holding said election consisting of consolidations of the special election precincts in the City as established for the holding of state and county elections.

Section 2. That said special municipal election was consolidated with other elections being held in the same territory, with the same voters and held on the same date pursuant to Section 10400 of the Elections Code.

Section 3. That said special municipal election was held for the purpose of electing the following officer of said City as required by laws relating to cities in the State of California, to wit:

One Member of the City Council of said City for a short term of one year.
Section 4. That the whole number of votes cast at each precinct in said City was 431 and the whole number of vote by mail ballots cast in said City was 1918, making a total of 2349 votes cast in said City.

That the names of persons voted for at said election for Member of the City Council of said City of Perris were as follows:

Olivia Balderrama
Raul Mark Yarbrough
Cindy Espinoza
Sharmin "Riti" Islam
Ruben Arras
Malcolm Corona

That the number of votes given at each precinct and the number of votes given in the City to each of such persons above named for the office for which said persons were candidates are as listed in Exhibit "A" attached.

Section 5. The City Council does declare and determine that:

Raul Mark Yarbrough was elected as Member of the City Council of said City for a short term of one year.

Section 6. Pursuant to Elections Code 10264, and attached as Exhibit "A", the City Clerk shall enter on the records of the City Council of said City, a statement of result of said election showing:

The whole number of votes cast in the City;
The names of the persons voted for;
For what office each person was voted for;
The number of votes given at each precinct to each person, and for and against each measure.

Section 7. That the City Clerk shall immediately make and deliver to the person so elected a Certificate of Election signed by the City Clerk and duly authenticated; that the City Clerk shall also administer to the person elected, the Oath of Office prescribed in the State Constitution of the State of California and shall have them subscribe thereto, and shall file the same in the Office of the City Clerk. Whereupon, said person so elected shall be inducted into the respective office to which they have been elected.

Section 8. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of said City; and shall make a minute of passage and adoption thereof in the records of the proceeding of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.
ADOPTED, SIGNED and APPROVED this 8th day of December, 2015.

________________________
Mayor, Daryl R. Busch

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 special meeting thereof held the 8th day of December, 2015, and that it was so adopted by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

________________________
City Clerk, Nancy Salazar
EXHIBIT “A”
(RESOULUTON NUMBER (Nest in Order)

CERTIFICATE OF REGISTRAR OF VOTERS
TO THE RESULTS OF THE CANVASS OF ELECTION RETURNS

Signed by Rebecca Spencer, Registrar of Voters
EXHIBIT “A”
November 9, 2015

Nancy Salazar, City Clerk
City of Perris
101 N. D Street
Perris, CA 92570

Dear Ms. Salazar:

Enclosed is our certificate to the results of the canvass of election returns for your Consolidated General Election held on November 3, 2015.

The Certificate of Election forms were given to you at the seminar in June. An invoice for services rendered will be mailed to you under a separate cover. Please let me know if I can be of any further assistance.

Sincerely,

Rachel Rathbone
Chief Deputy

Enclosures
CERTIFICATE OF REGISTRAR OF VOTERS
TO THE RESULTS OF THE CANVASS OF ELECTION RETURNS

State of California  )
                  ) ss.
County of Riverside  )

I, REBECCA SPENCER, Registrar of Voters of said County, do hereby certify that, in pursuance of the provisions of Sections 15301, 15372, and 15374 of the California Elections Code, and the resolution adopted by the City Council, I did canvass the returns of the votes cast on November 3, 2015, as part of the Consolidated General Election in the

CITY OF PERRIS

and I further certify that the statement of votes cast, to which this certificate is attached, shows the whole number of votes for each candidate for elective office at said election, in said City, and in each precinct therein, and that the totals as shown for each candidate are full, true, and correct.

Dated this 9th day of November 2015.

Rachel Rathbone
Chief Deputy
## NO PARTY PREFERENCE CITY OF PERRIS - CITY COUNCIL MEMBER, SHORT TERM

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**Presidential Totals:**

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**Vote by Mail Reporting Totals:**

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CERTIFICATE OF ELECTIONS OFFICIAL
TO THE RESULTS OF THE CANVASS OF SPECIAL ELECTION RETURNS

State of California  )
County of Riverside  ) §:
City of Perris      )

I, NANCY SALAZAR, City Clerk/Elections Official for the City of Perris, do hereby certify that, pursuant to the provisions of Sections 15301, 15372 and 15374 of the California Elections Code, and City Council Resolution Number 4892, the Registrar of Voters did canvass the returns of the votes cast on November 3, 2015, as part of the Consolidated UDEL Election in the CITY OF PERRIS

and certified the statement of votes cast for each candidate for elective office at said election to be full, true and correct.

Pursuant to Elections Code Section 10262, I, Nancy Salazar, serving as the City’s Elections Official do hereby certify these results to the City Council of the City of Perris.

Dated this 8th day of December, 2015.

[Signature]
NANCY SALAZAR
CITY CLERK
CITY OF PERRIS
Verbal Presentation
TO: The Honorable Mayor and Members of the City Council

FROM: Nancy Salazar, City Clerk

DATE: December 8, 2015

SUBJECT: Approval of Minutes

BACKGROUND: None.

FISCAL IMPACT: None.

- RECOMMENDATION: Motion to approve the Minutes of the Regular Joint Meeting held on November 10, 2015 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority.

Prepared by: Judy L. Haughney, CMC, Records Clerk
Approved by: Nancy Salazar, City Clerk

Attachments:
CITY OF PERRIS

MINUTES:

Date of Meeting: November 10, 2015
06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

Mayor Busch called the Closed Session to order at 6:01 p.m.

ROLL CALL

Present: Rogers, Burke, Rabb, Busch
Staff Present: City Manager Belmudez, City Attorney Dunn

A. Conference with Real Property Negotiators - Government Code Section 54956.8
   Property: 227 North "D" Street, Perris, CA City Negotiator: Richard Belmudez,
   City Manager Negotiating Parties: Boys and Girls Club of Perris Under
   Negotiation: Price and terms of payment

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

The Mayor called for Public Comment. There was no Public Comment.
The City Council adjourned to Closed Session at 6:02 p.m.

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

   Mayor Busch called the Regular City Council Meeting to order at
   6:30 p.m.

2. ROLL CALL: Rogers, Burke, Rabb, Busch

Councilmember's Present: Rogers, Burke, Rabb, Busch

Staff Members Present: City Manager Belmudez, City Attorney Dunn,
City Engineer Motlagh, Assistant City Manager Carr, Deputy City
Manager Madkin, Redevelopment & Economic Development Manager
McDermott, Police Captain Judge, Fire Chief Barnett, Director of
Development Services Miramontes, Capital Improvement Project
Manager Morales, Information Technology Manager Cervantes,
Administrative Services Manager Carlos, Assistant Director of
Community Services and Housing Chavez, Assistant Finance Director Erwin, Assistant Director of Public Works Hartwill, Public Information Officer Vargo, Records Clerk Haughney and City Clerk Salazar.

3. **INVOCATION:** Pastor Benjamin Briggs Greater Light Community Church 3060 Barrett Avenue Perris, CA 92571

4. **PLEDGE OF ALLEGIANCE:**
Councilwoman Rogers led the Pledge of Allegiance.

5. **PRESENTATIONS/ANNOUNCEMENTS:**
   A. Certificate presented to Captain Charles Wilhite, Riverside County Sheriff Department.

6. **APPROVAL OF MINUTES:**
   A. Approval of the Minutes of the Regular 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 the Perris Community Economic Development Corporation of the City of Perris held October 27, 2015.

   The Mayor called for a motion.

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

   **AYES:** Rita Rogers, Tonya Burke, David Starr Rabb, Daryl Busch

   **NOES:**

   **ABSENT:**

   **ABSTAIN:**

7. **CONSENT CALENDAR:**

   The Mayor called for Public Comment.
   The following person spoke regarding Item 7.E.: Camile Lara

   A. Adopted Resolution Numbers 4928, 4929 and 4930 regarding Annexation of DPR 14-00099 to Maintenance District No. 84-1, located on the southeast corner of Hart Lane and Perris Boulevard. The project is being developed for a Les Schwab Tire Store. (Ownership: SFP-E, LLC).

   Resolution Number 4928 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 14-00099 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4929 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 14-00099 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4930 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 14-00099 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 12, 2016

B. Adopted Resolution Numbers 4931, 4932 and 4933 regarding Annexation of DPR 14-00099 to Landscape Maintenance District No. 1 (LMD 1), located on the southeast corner of Hart Lane and Perris Boulevard. Project is being developed for a Les Schwab Tire Store. (Ownership: SFP-E, LLC).

Resolution Number 4931 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 115 (DPR 14-00099) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4932 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 14-00099 TO CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4933 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 115, 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 115 LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 14-00099 TO BENEFIT ZONE 115, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 12, 2016

C. Approved the award of bid to H&H General Contractors, Inc. and reject all other bids regarding the Murrieta Road (San Jacinto Avenue to Sunset Channel) Improvements Project.

D. Adopted Resolution Numbers 4934/EDC 002 approving the Amended and Restated Articles of Incorporation of the Perris Community Economic Development Corporation.

Resolution Numbers 4934/EDC 002 are entitled:

E. Approved a waiver of rental fees requested by St. James Catholic School to hold a "Christmas Program" on December 16, 2015 at the Bob Glass Gymnasium.
F. Approved closure of Mapes Road between Bonnie Drive and Case Road from November 30, 2015 to December 12, 2015.

G. Approved cancellation of November 24, 2015 City Council Meeting.

H. Adopted Resolution Number 4935 agreeing to participate in the Riverside County Mortgage Credit Certificate Program.

Resolution Number 4935 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PARTICIPATING WITH THE COUNTY OF RIVERSIDE MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by David Starr Rabb to Approve the Consent Calendar as presented.
AYES: Rita Rogers, Tonya Burke, David Starr Rabb, Daryl Busch
NOES:
ABSENT:
ABSTAIN:

8. PUBLIC HEARINGS:

There were no Public Hearing Items.

9. BUSINESS ITEMS:

A. Update of City Special Events.

This item was presented by Recreation Coordinator Pinedo.

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

The following Councilmember spoke: Busch

10. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The following people spoke at Public Comment:

Bill Lamb

Joshua Naggar
Julie Vargas
Cindy Chambers
Sherry Kreissig
Angela Gardner
Alexander (no last name given)

11. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:
Rabb
Burke
Rogers
Busch

12. CITY MANAGER'S REPORT:

13. ADJOURNMENT:

There being no further business the Mayor adjourned the Regular City Council meeting at 7:12 p.m.

Respectfully Submitted,

______________________________
Nancy Salazar, City Clerk
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: December 08, 2015

SUBJECT: Special District annual reporting pursuant to California Government Code Section 50075

REQUESTED ACTION: To receive and file the City’s Community Facilities District annual report for the fiscal year ended June 30, 2015.

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

The Mello-Roos Community Facilities Act of 1982 authorizes a local government agency to form a Community Facilities District within a defined set of boundaries for the purposes of providing public facilities and services through a voter approved special tax.

Senate Bill 165 enacted in September 2000 and made a part of Government Code Section 50075 placed accountability and reporting requirements on local special tax measures.

To be in full compliance with State law, the City must
   a. Identify the specific purposes of a special tax.
   b. Meet requirements that proceeds of the special tax are applied to their specific purpose.
   c. Create an account into which the proceeds shall be deposited.
   d. File an annual report that identifies the funds collected and expended.
   e. Provide a status of any project required or authorized to be funded by the special tax.

As of June 30, 2015, the City has formed (24) Community Facilities Districts and (2) non-bonded Community Facilities Districts that fall under these reporting requirements.

BUDGET (or FISCAL) IMPACT: None.

Reviewed by:
Assistant City Manager

Attachments:
1. Community Facilities District Annual Report

Consent:
City of Perris
Community Facilities District Annual Report
Fiscal Year 2014-2015

CFD 88-1 Triple Crown Ranch
On August 7, 2007, the City formed Community Facilities District 88-1 Triple Crown Ranch, Perris Finance Authority 2007 A & B. Community Facilities District 88-1 is located northeasterly section of the City of Perris bounded by four arterial highways; Placentia Avenue on the north, Perris Boulevard on the west, Orange Avenue on the south and Redlands Avenue on the east. The proceeds from the bond will be used to refund the outstanding principal amount of the Authority Bonds.

Community Facilities District 88-1 is approximately 155.41 gross acres in which 708 single family homes have been constructed and sold. There are two vacant parcels; 10.65 acres located on the northwest corner and 2.3 acres located on the northeast corner. There is a 14.1 acre park within Community Facilities District 88-1.

CFD 88-3 Special Tax Bond
On August 7, 2007, the City formed Community Facilities District 88-3 Special Tax Bond; Perris Finance Authority 2007 A & B. Community Facilities District 88-3 consists of three non-contiguous areas to include 748 parcels within approximately 180.2 acres. There are three separate areas within the District. Area No. 1 consists of 78.5 acres, Area No. 2 consists of 36.7 acres, and Area No. 3 consists of 65 acres. The proceeds from the bond will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 90-1 Special Tax Bond
On August 7, 2007, the City formed Community Facilities District 90-1 Special Tax Bond; Perris Finance Authority 2007 A & B. Community Facilities District 90-1 consists of three non-contiguous areas to include 238 parcels within approximately 97 acres. There are three separate areas within the District. Area No. 1 consists of 38.49 acres, Area No. 2 consists of 18.41 acres, and Area No. 3 consists of 40.1 acres. The proceeds from the bond will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 93-2R Perris Plaza
On May 8, 2013, the City formed Community Facilities District 93-2 Refunding Local Agency Tax Bonds; Joint Powers Authority 2013 A. Community Facilities District 93-2 is comprised of approximately 40.31 acres of commercially zoned property known as the Perris Plaza Shopping Center. This Center is located north of Nuevo Road, east of Interstate I-215, and west of Perris Boulevard. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.
CFD 2001-1 May Farms
On May 28, 2002, the City formed Community Facilities District No. 2001-1 May Farms. The District consists of Seven (7) Improvement Areas. The boundaries of the Community Facilities District coincide with the development generally known as May Farms. The development is proposed to include approximately 2,300 residential units on approximately 484 gross acres.

May Farms Improvement Area No.1R
On January 16, 2014, the City formed Community Facilities District 2001-1 Improvement Area No. 1 Refunding Local Agency Revenue Bonds; Joint Powers Authority 2014 A. Improvement Area No. 1 is bordered by May Ranch Parkway to the north, Evans Road to the west and the Colorado River Aqueduct to the south. Improvement Area No.1 consists of 84 single-family residential homes. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

May Farms Improvement Area No.2R
On January 16, 2014, the City formed Community Facilities District 2001-1 Improvement Area No. 2 Refunding Local Agency Revenue Bonds; Joint Powers Authority 2014 A. Improvement Area No. 2 is directly east of Improvement Area No.1 and bordered by Morgan Street to the north, Old Evans Toad to the west, and the Colorado River Aqueduct to the south. Improvement Area No. 2 consists of 238 single-family residential homes. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

May Farms Improvement Area No.3R
On January 16, 2014, the City formed Community Facilities District 2001-1 Improvement Area No. 3 Refunding Local Agency Revenue Bonds; Joint Powers Authority 2014 A. Improvement Area No. 3 is located directly south of Improvement Area No.1 & No. 2 and the Colorado River Aqueduct and extends south to Rider Street. Improvement Area No. 3 consists of 494 single-family residential homes. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

May Farms Improvement Area No.4
On September 29, 2005, the City formed Community Facilities District 2001-1 Improvement Area No. 4. Improvement Area No. 4 is south of Improvement Area No.3 and extends west to the Perris Valley Storm Drain and east to Old Evans Road. Improvement Area #4 consists of 394 single-family residential homes.
May Farms Improvement Area No. 5
On November 14, 2006, the City formed Community Facilities District 2001-1 Improvement Area No. 5. Improvement Area No. 5 is south of Improvement Area No. 3 and West of Improvement Area No. 6. Improvement Area No. 5 extends west to El Nido Avenue, east to Main Street and south to Walnut Avenue and North to Rider Street. Improvement Area No. 5 consists of 199 single-family residential homes on approximately 49.77 gross acres and is building two subdivisions referred to as “Merano” and “Sorrento.” Merano is a 92 lot subdivision and Sorrento is a 107 lot subdivision.

May Farms Improvement Area No. 6R & 7R
On September 18, 2014, the City refinanced Community Facilities District 2001-1 Improvement Area No. 6 & 7. Improvement Area No. 6 consists of 279 single-family residential homes and borders Improvement Area No.5 to the east. Improvement Area No. 7 consists of 334 single-family residential homes. Improvement Area No. 7 is non-contiguous with the other Improvement Areas and is north of Morgan Street, south of the Ramona Expressway, east of the Perris Valley Strom Drain and west of Evans Road. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 2001-2R Villages of Avalon
On February 11, 2014, the City formed Community Facilities District 2001-2 Villages of Avalon Special Tax Parity Refunding Bonds. The District is generally located along the southerly and westerly boundaries of the Ramona Expressway and extends southerly and westerly from the Ramona Expressway southerly to Rider Road in the City. The development consists of 1333 single-family residential homes on approximately 262.69 acres. The proceeds from the bonds will be used to refund the outstanding principal amounts of CFD 2001-2 Series A bonds.

CFD 2001-2 Villages of Avalon Series B
On August 11, 2005, the City formed Community Facilities District 2001-2 Villages of Avalon Series B. The District is located along the southerly and westerly boundaries of the Ramona Expressway and extends southerly and westerly from the Ramona Expressway southerly to Rider Road in the City.

CFD 2002-1R Willowbrook
On June 12, 2013, the City refinanced Community Facilities District 2002-1 Willowbrook Refunding Local Agency Revenue Bonds: Joint Powers Authority 2013 B. The District is generally located northeast of downtown Perris within the Perris Valley area. The District is divided into two distinct areas covering three tracts. The first area is tract no. 24111 (181 lots) and is bordered by Orange Avenue to the north and Murrieta Road to the west and Perris Valley Storm Drain to the east. Tract no. 30751 (58 lots) lies west of Wilson Avenue, south of Orange avenue and east of Redlands Avenue. Tract no. 30144 (92 lots) lies south of Flame Avenue, west of Redlands Avenue and is surrounded by existing development. The aggregate area in the District is approximately 67.9 acres, for a total of 331 single-family residential homes. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.
CFD 2003-1R Chaparral Ridge
On November 13, 2014, the City refinanced Community Facilities District 2003-1 Chaparral Ridge. The District is generally located southwest of downtown Perris off of Goetz Road and south of McLaughlin Road. The boundaries of the District coincide with the development generally known as Chaparral Ridge. The development includes 112 single-family residential homes on approximately 43 acres. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 2004-1R Amber Oaks
On October 19, 2014, the City refinanced Community Facilities District 2004-1 Amber Oaks. The District is located at the northwest corner of Redlands Avenue and Jarvis Street and consists of tract no. 31114. The development includes 103 single-family residential homes on approximately 12.61 gross acres. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 2004-5 Amber Oaks II
On November 9, 2004, the City formed Community Facilities District 2004-5 Amber Oaks II. The District is located generally west of Perris Boulevard, north of Ellis Avenue, and south of Midway Avenue. The development includes 95 residential units, on approximately 13.61 gross acres.

CFD 2004-2R Corman Leigh Communities
On July 17, 2014, the City refinanced Community Facilities District 2004-2 Corman Leigh Communities. The District consists of two contiguous areas; tract no. 31241 and tract no. 31241-1. The development includes 200 single-family residential homes on approximately 55.82 gross acres. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 2004-3 Monument Ranch
On June 29, 2004, the City formed Community Facilities District 2004-3 Monument Ranch. The District consists of Two (2) Improvement Areas.

Monument Ranch Improvement Area No.1R
On July 24, 2014, the City refinanced Community Facilities District 2004-3 Monument Ranch Improvement Area No. 1. Improvement Area No.1 is located at the southwest corner of Ethanac Road and Goetz Road, and consists of tract no. 30662-1, 30662-2, and 31564. The development includes 292 single-family residential homes on approximately 50.1 acres. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.
**Monument Ranch Improvement Area No.2**
On July 9, 2005, the City formed Community Facilities District 2004-3 Monument Ranch Improvement Area No.2. Improvement area No.2 is located south of Ethanac Road and west of Goetz Road, and consists of three (3) tracts: 30662-1, 30662-2, and 30958. The development is includes 227 single-family residential homes on approximately 45.63 acres.

**CFD 2005-1 Perris Valley Vistas**
On April 12, 2005, the City formed Community Facilities District 2005-1 Perris Valley Vistas by the adoption of Resolution No. 3389. The District consists of Four (4) Improvement Areas, Two (2) of the areas are not under development.

**Perris Valley Vistas Improvement Areas 1 & 2**
These areas were not under development for the 08/09 fiscal year.

**Perris Valley Vistas Improvement Area No.3**
On May 15, 2008, the City formed Community Facilities District 2001-1 Perris Valley Vistas Improvement Area #3 Perris Public Financing Authority Local Agency Revenue Bonds 2008 Series B. Improvement Area No. 3 is comprised of Tract No. 31660 and consists of 126 single-family residential homes. The area is generally located in the eastern section of the City and is bordered by Evans Road on the west, Citrus Avenue on the north, El Nido Avenue on the east and Sunset Avenue to the south.

**Perris Valley Vistas Improvement Area No.4**
On March 13, 2007, the City formed Community Facilities District 2001-1 Perris Valley Vistas Improvement Area #4. Improvement Area No. 4 consists of 75 single-family residential homes on approximately 23.39 acres and its boundaries are the same as Final Tract No. 32428. Improvement Area 4 is generally located at the northwest corner of Orange Avenue and Murrieta Road.

**CFD 2005-2R Harmony Grove**
On March 26, 2015, the City of Perris refinanced Community Facilities District No. 2005-2 Harmony Grove. The District is comprised of 378 single-family residential homes on approximately 65.5 net acres of residentially zoned land. The District consists of two noncontiguous zones (Zone A and Zone B) divided by Nuevo Road. Zone A is bordered by Nuevo Road to the South, Citrus Avenue to the North, El Nido Road to the West and Dunlap Road to the East. Zone B is located South of Nuevo Road and West of Dunlap Road. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.
CFD 2005-4 Stratford Ranch
On March 11, 2008, the City of Perris formed Community Facilities District 2005-4 Perris Public Financing Authority Local Agency Revenue Bonds 2008 Series A. The District is located in the northeast section of the City and is bordered by Murrieta Road on the west, Oleander Avenue on the north, Center Street on the east and Perry Street is to the south of the District boundary. The District is comprised of two tracts 32707 and 32708 for a total of 168 single-family residential homes. Tract 32707 is not currently under active development. Tract 32708 consists of two product lines known as Cedanna and Encanto.

CFD 2006-1R Meritage Homes
On June 4, 2014, the City of Perris formed Community Facilities District 2006-1 Meritage Homes Refunding Local Agency Revenue Bonds; Joint Powers Authority 2014 B. Meritage Homes is building two tracts in the District generally referred to as Westerly Place II. The district consists of two tracts 32793 and 33720 totaling 112 single family housing sites. Tract number 32793 comprises approximately 12.80 net acres. Tract number 33720 comprises 11.90 net acres. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 2006-3 Alder
This District includes properties within Tracts 31651, 31650, and 32406 and is comprised of approximately 29.5 gross acres. Tract 31651 is located south of Nuevo Road, East of Interstate 215, with Wilson Avenue on its western border, and west of Murrieta Road. Tract 31650 and 32406 are located south of Nuevo Road, West of Interstate 215, with De Lines Drive on the eastern border, and north of Metz Road. The District is proposed to include a minimum of 133 residential units.

CFD 2007-2 Pacific Heritage
The District includes properties within Tracts 31226 and 31225. Tract 31226 is located south of Nuevo Road, East of De Lines Drive, with Mc Kimball Road on its western border. Tract 31125 is located south of Serrana Road, west of “A” Street, with Mc Kimball Road on the eastern border, and north of Metz Road. The District is proposed to include a minimum of 138 residential units.

CFD 2006-2 Monument Park Estates
The District is generally bounded by the San Jacinto River Flood Control Channel to the northwest, Ethanac Road to the south, and Goetz Road to the East. The District is proposed to include 337 residential units at build out.

Trustee/Fiscal Agent
US Bank, Los Angeles, California will serve as Trustee under the Indenture. The Trustee will act on behalf of the Bondowners for the purpose of receiving all moneys required to be paid to the Trustee, to allocate, use and apply the same, to hold, receive and disburse the Revenues and other funds held under the Indenture, and otherwise to hold all the offices and perform all the functions and duties provided in the Indenture to be held and performed by the Trustee.
### Financial Summary – Fiscal year 2014-15

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<th>Triple Crown Ranch 88-1</th>
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<th>Villages of Avalon 2001-2R</th>
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</tr>
<tr>
<td><strong>Delinquency Amount</strong></td>
<td>$5,753</td>
<td>$8,151</td>
<td>$41,130</td>
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<td><strong>Delinquent Rate</strong></td>
<td>1.32%</td>
<td>1.48%</td>
<td>2.37%</td>
</tr>
<tr>
<td>Village or Community</td>
<td>Villages of Avalon 2001-2R Series B</td>
<td>Willowbrook 2002-1R</td>
<td>Chaparral Ridge 2003-1R</td>
</tr>
<tr>
<td>---------------------</td>
<td>-------------------------------------</td>
<td>---------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Bond Issue Amount 1</td>
<td>$5,210,000</td>
<td>$5,750,000</td>
<td>$3,435,000</td>
</tr>
<tr>
<td>Bond Issue Date</td>
<td>August 11, 2005</td>
<td>June 12, 2013</td>
<td>November 13, 2014</td>
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<tr>
<td>Trustee Fund Balance</td>
<td>$0.00</td>
<td>$469,766</td>
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<tr>
<td>Debt Service</td>
<td>$0.00</td>
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<tr>
<td>Tax Levy</td>
<td>$0.00</td>
<td>$457,606</td>
<td>$249,825</td>
</tr>
<tr>
<td>Delinquency Amount 2</td>
<td>$0.00</td>
<td>$10,956</td>
<td>$7,732</td>
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<td>Delinquent Rate</td>
<td>0.00%</td>
<td>2.39%</td>
<td>3.10%</td>
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<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Bond Issue Amount 1</td>
<td>$2,465,000</td>
<td>$1,810,000</td>
<td>$4,695,000</td>
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<td>Bond Issue Date</td>
<td>October 19, 2014</td>
<td>November 9, 2004</td>
<td>July 17, 2014</td>
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<td>Trustee Fund Balance</td>
<td>$206,935</td>
<td>$264,734</td>
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<td>$184,811</td>
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<td>Delinquency Amount 2</td>
<td>$0</td>
<td>$3,588</td>
<td>$6,032</td>
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<td>0%</td>
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<td>1.66%</td>
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<table>
<thead>
<tr>
<th>Village or Community</th>
<th>Monument Ranch 2004-3R Area No. 1</th>
<th>Monument Ranch 2004-3 Area No. 2</th>
<th>Perris Valley Vista 2005-1 Area No. 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Issue Amount 1</td>
<td>$8,615,000</td>
<td>$8,430,000</td>
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<td>Bond Issue Date</td>
<td>July 24, 2014</td>
<td>July 9, 2005</td>
<td>May 15, 2008</td>
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<td>Trustee Fund Balance</td>
<td>$624,474</td>
<td>$1,370,808</td>
<td>$287,984</td>
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<td>Debt Service</td>
<td>$618,531</td>
<td>$511,254</td>
<td>$295,229</td>
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<td>$666,541</td>
<td>$546,093</td>
<td>$319,858</td>
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<td>Delinquency Amount 2</td>
<td>$5,519</td>
<td>$12,795</td>
<td>$987</td>
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<td>Delinquent Rate</td>
<td>0.83%</td>
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<table>
<thead>
<tr>
<th>Village or Community</th>
<th>Perris Valley Vista 2005-1 Area No. 4</th>
<th>Harmony Grove 2005-2R</th>
<th>Stratford Ranch 2005-4</th>
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<tbody>
<tr>
<td>Bond Issue Amount 1</td>
<td>$3,385,000</td>
<td>$13,570,000</td>
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<td>March 13, 2007</td>
<td>March 26, 2015</td>
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<td>$605,654</td>
<td>$592,797</td>
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<td>$186,744</td>
<td>$877,580</td>
<td>$379,693</td>
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<td>Tax Levy</td>
<td>$219,550</td>
<td>$946,706</td>
<td>$497,615</td>
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<tr>
<td>Delinquency Amount 2</td>
<td>$4,122</td>
<td>$22,943</td>
<td>$11,851</td>
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<td>Delinquent Rate</td>
<td>1.88%</td>
<td>2.42%</td>
<td>2.38%</td>
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<tr>
<td></td>
<td>Meritage Homes 2006-1R</td>
<td>Alder 2006-3</td>
<td>Pacific Heritage 2007-2</td>
</tr>
<tr>
<td>--------------------------</td>
<td>------------------------</td>
<td>--------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>Bond Issue Amount</td>
<td>$2,825,000</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>Bond Issue Date</td>
<td>June 4, 2014</td>
<td>-</td>
<td>-</td>
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<td>Trustee Fund Balance</td>
<td>$220,740</td>
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<td>$49,049</td>
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<td>Debt Service</td>
<td>$142,634</td>
<td>$0.00</td>
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<tr>
<td>Tax Levy</td>
<td>$192,316</td>
<td>$41,321</td>
<td>$66,997</td>
</tr>
<tr>
<td>Delinquency Amount</td>
<td>$2,592</td>
<td>$0.00</td>
<td>$0</td>
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<tr>
<td>Delinquent Rate</td>
<td>1.35%</td>
<td>0.00%</td>
<td>0%</td>
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<table>
<thead>
<tr>
<th></th>
<th>Monument Park 2006-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Issue Amount</td>
<td>$9,020,000</td>
</tr>
<tr>
<td>Bond Issue Date</td>
<td>-</td>
</tr>
<tr>
<td>Trustee Fund Balance</td>
<td>$319,030</td>
</tr>
<tr>
<td>Debt Service</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tax Levy</td>
<td>$305,122</td>
</tr>
<tr>
<td>Delinquency Amount</td>
<td>$3,179</td>
</tr>
<tr>
<td>Delinquent Rate</td>
<td>1.04%</td>
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</table>

1 Aggregate Principal Amount
2 Delinquent Amount as of June 30, 2015
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: December 8, 2015

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

REQUESTED ACTION: To receive and file AB 1600 report for the fiscal year ended June 30, 2015

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

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

To meet compliance requirements of AB1600, the City must
   a. Spend or commit development impact fees within five years of collecting them; or
   b. Adopt a resolution that makes a finding that there remains a reasonable relationship between the current need for the fees and the purpose for which they were originally proposed.

The City collects development impact fees as described in attachment #1 to this report. For the year ended June 30, 2015, the City has spent or committed all development impact fees within five years of collection and adopted resolution 3341 on December 14, 2004 to reaffirm the necessity of developer fees.

AB1600 also requires that the City make available to the public a report on developer fees within 180 days of the close of the fiscal year. The required report consists of a brief description of the fee type in the account or fund, the amount of the fee, the beginning and ending balance of the account or fund, the amount of fees collected and the interest earned. The City will produce its year-end closing report on December 1, 2015. This information is contained in attachments #1 and #2 to this report.

BUDGET (or FISCAL) IMPACT: None.

Reviewed by:
Assistant City Manager

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

Consent:
CITY OF PERRIS

Development Impact Fee Descriptions

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

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

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

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

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

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

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

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

Public Improvements:
Fees collected for the payment of actual or estimated costs of acquiring, installing or constructing public facilities and other appropriate costs to mitigate the direct and cumulative impacts associated with future development.
**North Perris Road and Bridge Benefit District:**
Fees collected for the payment of estimated and actual costs of specific regional road and bridge improvements to accommodate the increase in traffic demands associated with future development within the boundaries of the District.
# City of Perris Development Impact Fee Summary
## Project Summary as of June 30, 2015

<table>
<thead>
<tr>
<th>PROJECT LIST</th>
<th>Projected Total Cost</th>
<th>Development Impact Fee (DIF)</th>
<th>DIF Funded %</th>
<th>Projected Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Amenities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Goetz Road Intersections</td>
<td>392,131</td>
<td>297,571</td>
<td>76%</td>
<td>2019/2020</td>
</tr>
<tr>
<td></td>
<td>392,131</td>
<td>297,571</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>100,000</td>
<td>100,000</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td>Chavez Library Flooring</td>
<td>170,000</td>
<td>170,000</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td>100,000</td>
<td>100,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police</td>
<td>1,551,870</td>
<td>1,551,870</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td>Police Facility Land Acquisition</td>
<td>1,551,870</td>
<td>1,551,870</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parks</td>
<td>1,138,384</td>
<td>1,138,384</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td>Park Renovations / Equipment</td>
<td>2,600,000</td>
<td>2,600,000</td>
<td>100%</td>
<td>2015/2016</td>
</tr>
<tr>
<td>Patriot Park Soccer Complex</td>
<td>3,980,000</td>
<td>180,000</td>
<td>5%</td>
<td>2015/2016</td>
</tr>
<tr>
<td>Perris Valley Storm Channel</td>
<td>150,000</td>
<td>150,000</td>
<td>100%</td>
<td>2015/2016</td>
</tr>
<tr>
<td>Bob Glass Gym Flooring</td>
<td>7,868,384</td>
<td>4,066,384</td>
<td></td>
<td></td>
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<tr>
<td>Transportation</td>
<td>8,597,902</td>
<td>250,000</td>
<td>3%</td>
<td>2015/2016</td>
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<tr>
<td>Annual Slurry Seal Program</td>
<td>1,600,000</td>
<td>1,600,000</td>
<td>100%</td>
<td>2015/2016</td>
</tr>
<tr>
<td>Case Road Bridges</td>
<td>4,446,689</td>
<td>3,089,318</td>
<td>69%</td>
<td>Completed</td>
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<tr>
<td>D Street Renovations</td>
<td>500,000</td>
<td>500,000</td>
<td>100%</td>
<td>2015/2016</td>
</tr>
<tr>
<td>Downtown Pedestrians Paths Improvements</td>
<td>1,423,540</td>
<td>15,000</td>
<td>1%</td>
<td>2019/2020</td>
</tr>
<tr>
<td>Placentia Interchange</td>
<td>1,445,403</td>
<td>895,499</td>
<td>62%</td>
<td>Completed</td>
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<tr>
<td>Ramona Streetscapes / Medians</td>
<td>1,840,522</td>
<td>55,340</td>
<td>3%</td>
<td>2015/2016</td>
</tr>
<tr>
<td>Wilson Crossing @ Metz Channel</td>
<td>553,453</td>
<td>250,000</td>
<td>45%</td>
<td>2015/2016</td>
</tr>
<tr>
<td>Wilson Street/Signal Improvements</td>
<td>1,485,519</td>
<td>1,250,000</td>
<td>84%</td>
<td>2015/2016</td>
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<td>Traffic Signal: San Jacinto/Perris</td>
<td>300,000</td>
<td>300,000</td>
<td>100%</td>
<td>2015/2016</td>
</tr>
<tr>
<td>Traffic Signal: Mapes/Trumble</td>
<td>245,211</td>
<td>100,000</td>
<td>41%</td>
<td>2014/2015</td>
</tr>
<tr>
<td>Traffic Studies &amp; Reports</td>
<td>22,438,239</td>
<td>8,305,157</td>
<td></td>
<td></td>
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<tr>
<td>CFD Facility Fee / Public Improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Building Improvements</td>
<td>60,000</td>
<td>60,000</td>
<td>100%</td>
<td>Completed</td>
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<tr>
<td>Perris Police Department Station</td>
<td>1,399,354</td>
<td>551,717</td>
<td>39%</td>
<td>Completed</td>
</tr>
<tr>
<td>North Perris Road and Bridge Benefit District</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harley Knox Blvd Phase I</td>
<td>2,000,000</td>
<td>2,000,000</td>
<td>100%</td>
<td>2015/2016</td>
</tr>
<tr>
<td>Harley Knox Blvd Phase II</td>
<td>11,000,153</td>
<td>3,200,000</td>
<td>29%</td>
<td>2015/2016</td>
</tr>
<tr>
<td>Redlands Avenue - Ramona to Placentia</td>
<td>1,100,000</td>
<td>1,100,000</td>
<td>100%</td>
<td>2016/2017</td>
</tr>
<tr>
<td></td>
<td>12,100,153</td>
<td>4,300,000</td>
<td></td>
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<tr>
<td>City Total</td>
<td>44,350,777</td>
<td>18,522,982</td>
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## COMMUNITY AMENITIES

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<th>2014</th>
<th>2015</th>
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<tbody>
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<td>Fund Balance, July 1</td>
<td>3,138,238</td>
<td>3,229,918</td>
<td>3,277,142</td>
<td>2,562,645</td>
<td>$2,894,155</td>
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<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Fees</td>
<td>65,110</td>
<td>78,352</td>
<td>104,055</td>
<td>280,013</td>
<td>86,359</td>
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<tr>
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<td>25,104</td>
<td>(4,125)</td>
<td>30,122</td>
<td>21,116</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>3,229,918</td>
<td>3,333,374</td>
<td>3,377,072</td>
<td>2,872,780</td>
<td>3,001,630</td>
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<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Fire Station</td>
<td></td>
<td>55,947</td>
<td>814,427</td>
<td>(21,375)</td>
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</tr>
<tr>
<td>Goetz Road Intersections</td>
<td>-</td>
<td>285</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Total</strong></td>
<td>-</td>
<td>56,232</td>
<td>814,427</td>
<td>(21,375)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Account Balance, June 30</strong></td>
<td>$3,229,918</td>
<td>$3,277,142</td>
<td>$2,562,645</td>
<td>$2,894,155</td>
<td>$3,001,630</td>
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City of Perris  
Development Impact Fee Summary  
Revenues and Expenditures  
FY 2011 to FY 2015

**POLICE**

<table>
<thead>
<tr>
<th></th>
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<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Balance, July 1</td>
<td>$10,743</td>
<td>$13,412</td>
<td>$17,471</td>
<td>$20,848</td>
<td>$33,257</td>
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<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Fees</td>
<td>2,575</td>
<td>3,953</td>
<td>3,414</td>
<td>12,129</td>
<td>4,181</td>
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<tr>
<td>Interest</td>
<td>94</td>
<td>106</td>
<td>(37)</td>
<td>280</td>
<td>268</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>13,412</td>
<td>17,471</td>
<td>20,848</td>
<td>33,257</td>
<td>37,706</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Facility Land Acquisition</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Fund Balance, June 30</td>
<td>$13,412</td>
<td>$17,471</td>
<td>$20,848</td>
<td>$33,257</td>
<td>$37,706</td>
</tr>
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City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2011 to FY 2015

**FIRE**

<table>
<thead>
<tr>
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<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
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<tbody>
<tr>
<td>Fund Balance, July 1</td>
<td>1,584,905</td>
<td>1,614,184</td>
<td>-</td>
<td>$ 20,908</td>
<td>$ 459,316</td>
</tr>
<tr>
<td>Revenue:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fees</td>
<td>15,881</td>
<td>24,287</td>
<td>20,966</td>
<td>473,977</td>
<td>25,438</td>
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<tr>
<td>Interest</td>
<td>13,398</td>
<td>12,531</td>
<td>(58)</td>
<td>3,224</td>
<td>3,439</td>
</tr>
<tr>
<td>Total</td>
<td>1,614,184</td>
<td>1,651,002</td>
<td>20,908</td>
<td>498,109</td>
<td>488,193</td>
</tr>
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<td>Expenditures</td>
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<tr>
<td>Fire Station with Alarm System</td>
<td>-</td>
<td>1,651,002</td>
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<td>Land for New Fire Station</td>
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<tr>
<td>Fire Engine Ladder Truck</td>
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<tr>
<td>Total</td>
<td>-</td>
<td>1,651,002</td>
<td>-</td>
<td>38,793</td>
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</tr>
<tr>
<td>Fund Balance, June 30</td>
<td>$ 1,614,184</td>
<td>$ -</td>
<td>$ 20,908</td>
<td>$ 459,316</td>
<td>$ 488,193</td>
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</table>
# City of Perris
## Development Impact Fee Summary
### Revenues and Expenditures
#### FY 2011 to FY 2015

## PARKS

<table>
<thead>
<tr>
<th></th>
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<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
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<tbody>
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## Expenditures

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<td>Bob Glass Gym Flooring</td>
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<td>Bob Long Renovations</td>
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<td>Mercado Park</td>
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<td>46,621</td>
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<td>1,048</td>
<td>(842)</td>
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## Fund Balance, June 30

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<th>2013</th>
<th>2014</th>
<th>2015</th>
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</thead>
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## LIBRARY

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<th>2015</th>
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<tbody>
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<td>Fund Balance, July</td>
<td>$777,921</td>
<td>$740,789</td>
<td>$634,870</td>
<td>$633,871</td>
<td>$611,012</td>
</tr>
<tr>
<td>Revenue:</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Fees</td>
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<td>-</td>
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<td>5,375</td>
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<td>Total</td>
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<td>746,164</td>
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<td>$634,870</td>
<td>$633,871</td>
<td>$611,012</td>
<td>$581,945</td>
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# City of Perris
## Development Impact Fee Summary
### Revenues and Expenditures
#### FY 2011 to FY 2015

## TRANSPORTATION

<table>
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<tr>
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<th>2014</th>
<th>2015</th>
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</thead>
<tbody>
<tr>
<td><strong>Fund Balance, July 1</strong></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>11,502,005</td>
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<td>Clayton Street</td>
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<td>Downtown Pedestrian Paths &amp; Improvements</td>
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<td>7,292</td>
<td>16,695</td>
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<td>Downtown Streets &amp; Alleys</td>
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<td>500</td>
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<td>Perris Valley Industrial Corridor Improvements</td>
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<td>Placentia Interchange</td>
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<td>Ramona Streetscapes / Medians</td>
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<td>(952)</td>
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<tr>
<td>Wilson Crossing @ Metz Channel</td>
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<td>50,893</td>
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<td>Thoroughfare Landscape Program</td>
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<tr>
<td>TUMF - Ramona Expressway</td>
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<tr>
<td>Traffic Signal: San Jacinto/Perris</td>
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<td>-</td>
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<td>56,277</td>
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<td>Traffic Studies &amp; Reports</td>
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<td>Traffic Signal - Mapes &amp; Trumble</td>
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<td>9,728</td>
<td>1,648</td>
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<td><strong>Total</strong></td>
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<td>307,161</td>
<td>419,840</td>
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<td>409,742</td>
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</table>

| **Fund Balance, June 30** |          |          |          |          |          |
|                          | $ 9,375,444 | $ 9,389,684 | $ 9,194,448 | $ 8,803,131 | $ 8,772,412 |
City of Perris  
Development Impact Fee Summary  
Revenues and Expenditures  
FY 2011 to FY 2015

**GOVERNMENT SERVICES**

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<th>2014</th>
<th>2015</th>
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<td>$522,953</td>
<td>$555,249</td>
<td>$672,752</td>
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<tr>
<td>Fees</td>
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<td>38,682</td>
<td>33,210</td>
<td>110,818</td>
<td>61,802</td>
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<td>6,685</td>
<td>5,266</td>
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<tr>
<td>Total</td>
<td>480,521</td>
<td>522,953</td>
<td>555,249</td>
<td>672,752</td>
<td>739,820</td>
</tr>
<tr>
<td>Expenditures:</td>
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<td></td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Balance, June 30</td>
<td>$480,521</td>
<td>$522,953</td>
<td>$555,249</td>
<td>$672,752</td>
<td>$739,820</td>
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City of Perris  
Development Impact Fee Summary  
Revenues and Expenditures  
FY 2011 to FY 2015 

## ADMINISTRATION

<table>
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<tbody>
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<td>245</td>
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<td><strong>Total</strong></td>
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<td>23,151</td>
<td>24,746</td>
<td>31,568</td>
<td>34,405</td>
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<tr>
<td><strong>Expenditures:</strong></td>
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<td><strong>Total</strong></td>
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<td>-</td>
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<td>$ 23,151</td>
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<td>$ 34,405</td>
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City of Perris  
Development Impact Fee Summary  
Revenues and Expenditures  
FY 2011 to FY 2015

PUBLIC IMPROVEMENTS

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<th>2013</th>
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<th>2015</th>
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<tbody>
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<td>Fees</td>
<td>-</td>
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<td>10,919</td>
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<td>1,508,383</td>
<td>1,506,011</td>
<td>1,522,977</td>
<td>1,533,896</td>
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<tr>
<td>Total</td>
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<td></td>
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<td>587,834</td>
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<tr>
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<td>$1,506,011</td>
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<td>$946,062</td>
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City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2011 to FY 2015

North Perris Road and Bridge Benefit District

<table>
<thead>
<tr>
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<th>2013</th>
<th>2014</th>
<th>2015</th>
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<tbody>
<tr>
<td>Fund Balance, July 1</td>
<td>$ (406,059)</td>
<td>$ (1,559,205)</td>
<td>$ (303,502)</td>
<td>$ 3,713,017</td>
<td>$ 5,721,130</td>
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<tr>
<td>Revenue:</td>
<td></td>
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<td>Fees</td>
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<td>35,452</td>
<td>4,094,301</td>
<td>2,026,769</td>
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<td>6,247</td>
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<td>51,245</td>
<td>33,579</td>
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<td>Total</td>
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<td>(1,517,506)</td>
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<td>Operations</td>
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<td>-</td>
<td>55,971</td>
<td>37,619</td>
<td>16,910</td>
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<td>Harley Knox Interchange</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>818,204</td>
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<tr>
<td>Harley Knox Blvd Phase I</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,666,142</td>
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<tr>
<td>Harley Knox Blvd Phase II</td>
<td>1,118,002</td>
<td>(1,214,004)</td>
<td>18,121</td>
<td>15,317</td>
<td>114,976</td>
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<tr>
<td>Redlands Ave - Ramona to Placentia</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Total</td>
<td>1,156,009</td>
<td>(1,214,004)</td>
<td>74,092</td>
<td>71,901</td>
<td>3,616,232</td>
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<tr>
<td>Fund Balance, June 30</td>
<td>$ (1,559,205)</td>
<td>$ (303,502)</td>
<td>$ 3,713,017</td>
<td>$ 5,721,130</td>
<td>$ 1,240,991</td>
</tr>
</tbody>
</table>
RESOLUTION NUMBER ______

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

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

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

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

Section 1. That the recitations above are true and correct.

Section 2. That the following findings are made as required under the
Government Code Section 66006:

A. That the purpose to which the developer fee is to be put has been identified.

B. That there is a continued need for the improvements and that there
   is a reasonable relationship between the fee and the impacts for
development for which the fees are collected.

C. That the sources and amounts of funding anticipated to complete
   the financing of capital projects have been identified and will be
deposited into the appropriate account.

D. That sufficient funds have not been collected to complete financing
   of public library facilities and that the fees expected to be generated
   by new development will not exceed the costs for construction.

Section 3. That these findings are based on information provided in the City
of Perris Operating Budget and Capital Projects for fiscal year 2014-15 on file with the City
Clerk.
ADOPTED, SIGNED and APPROVED this 8th day of December 2015.

____________________________
Mayor, Daryl R. Busch

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 8th day of December, 2015, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  

____________________
City Clerk, Nancy Salazar
Meeting Date: December 8, 2015


REQUESTED ACTION: Receive and File Quarterly Investment Report for the Quarter Ended September 30, 2015

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION: the California Government Code establishes requirements for Treasurer’s Investment Reports and investment practices. Section 53646 of the Code states that the City’s Treasurer shall render a quarterly report to the City Manager and City Council.

The earnings for the fourth quarter of 2015-16, as presented in this report, are $300,646.86.

The City continues to employ an investment strategy of maximizing yield while maintaining security of the City’s invested funds as specified in the investment policy adopted by the Council.

BUDGET (or FISCAL) IMPACT: Interest income earned for the first quarter of Fiscal Year 2015-2016 as reported is $300,646.86. The projected interest income for the General Fund is $63,153.06.

Assistant City Manager

Attachments:
Memorandum
Quarterly Investment Report

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

TO: Honorable Mayor and Members of the Perris City Council
FROM: Jennifer Erwin, Assistant Director of Finance
DATE: December 8, 2015
SUBJECT: Quarterly Investment Report as of September 30, 2015

We hereby certify that this quarterly investment report (see attached Exhibit A) accurately reflects all investments and is in compliance with the City's Investment Policy (see Compliance Table Exhibit B). Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditures for the next six months.

Submitted & Approved by:

[Signature]
Jennifer Erwin, Assistant Director of Finance
Date: 11/24/15
City of Perris  
Quarterly Investment Report  
July 1, 2015 - September 30, 2015

Current Quarter Ending September 30, 2015

<table>
<thead>
<tr>
<th>Type of Investment</th>
<th>Institution</th>
<th>Maturity Date</th>
<th>Deposit Amount *</th>
<th>Interest Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pooled</td>
<td>Citizens Business Bank (Premiere Money Market)</td>
<td>Liquid</td>
<td>1,657,932.01</td>
<td>727.05</td>
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<tr>
<td>Pooled</td>
<td>Citizens Business Bank (Investment)</td>
<td>Liquid</td>
<td>18,115,798.83</td>
<td>85,923.43</td>
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<td>Pooled</td>
<td>Local Agency Investment Fund (LAIF)</td>
<td>Liquid</td>
<td>3,358,419.14</td>
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<tr>
<td>Pooled</td>
<td>U.S. Bank (Investment)</td>
<td>Liquid</td>
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<td>Pooled</td>
<td>Chandler Asset Management</td>
<td>Liquid</td>
<td>44,629,932.33</td>
<td>206,083.64</td>
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</tbody>
</table>

Total Interest Earning for Period Ending September 30, 2015: $ 300,646.86

* Average Quarterly Cash Balance per Investment Account
### CITY OF PERRIS

**Projected Cash Balances & Projected Interest Income as of September 30, 2015**  
**Fiscal Year 2015 - 2016**

<table>
<thead>
<tr>
<th>FUND #</th>
<th>FUND NAME</th>
<th>Projected Balances as of 9/30/2015</th>
<th>Projected Interest Income for quarter ending 9/30/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>GENERAL FUND*</td>
<td>19,938,382.45</td>
<td>63,153.06</td>
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<tr>
<td>106</td>
<td>RAILWAY DEPOT RESTORATION</td>
<td>127,804.87</td>
<td>404.81</td>
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<tr>
<td>109</td>
<td>AQMD - AIR QUALITY MANAGEMENT</td>
<td>202,409.30</td>
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<td>112</td>
<td>TRAFFIC SAFETY</td>
<td>1,935,133.81</td>
<td>6,129.37</td>
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<tr>
<td>115</td>
<td>OFFICE OF TRAFFIC SAFETY</td>
<td>85,878.67</td>
<td>272.01</td>
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<tr>
<td>119</td>
<td>STATE GRANTS</td>
<td>54,629.82</td>
<td>173.04</td>
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<tr>
<td>121</td>
<td>STREET LIGHTING - PROPERTY TAX</td>
<td>1,245,734.81</td>
<td>3,945.75</td>
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<td>124</td>
<td>STREET LIGHTING - MD 84-1</td>
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<td>127</td>
<td>LANDSCAPE MAINTENANCE DISTRICT 1</td>
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<td>130</td>
<td>FLOOD CONTROL MAINTENANCE DISTRICT</td>
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<td>133</td>
<td>ROAD &amp; BRIDGE BENEFIT DISTRICT</td>
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<td>136</td>
<td>GAS TAX</td>
<td>5,071,826.98</td>
<td>16,064.56</td>
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<td>142</td>
<td>MEASURE A</td>
<td>3,869,441.05</td>
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<td>157</td>
<td>CITY PROJECTS - EXTERNAL CONTRIBUTIONS</td>
<td>6,031,155.17</td>
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<td>160</td>
<td>STORM DRAIN DEVELOPER FEES</td>
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<td>DEVELOPMENT FEES</td>
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<td>165</td>
<td>COMM ECONOMIC DEV CORP</td>
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<td>170</td>
<td>HUD - NSP3 - FEDERAL</td>
<td>230,839.67</td>
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<td>171</td>
<td>HCD - HOME - FEDERAL</td>
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<td>CDPH PROP 84 FA #84-10C30</td>
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<td>204</td>
<td>CFD 90-2 GREEN VALLEY</td>
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<tr>
<td>205</td>
<td>CFD 91-1 SPECTRUM</td>
<td>-</td>
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<tr>
<td>206</td>
<td>CFD 93-1R MAY RANCH</td>
<td>32,092.55</td>
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<td>208</td>
<td>CFD 93-2R PERRIS PLAZA</td>
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<td>212</td>
<td>CFD 2001-1 MAY FARMS IA #4-7</td>
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<td>216</td>
<td>CFD 200X WILLOWBROOK #2</td>
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<td>219</td>
<td>CFD 2004-5 AMBER OAKS II</td>
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<td>222</td>
<td>CFD 2004-3 MONUMENT RANCH IA#2</td>
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<td>224</td>
<td>CFD 2005-2 HARMONY GROVE</td>
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<td>226</td>
<td>CFD 2006-3 ALDER</td>
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<td>229</td>
<td>CFD 2005-1 #3 LENNAR</td>
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<td>230</td>
<td>CFD 2005-1 #3 CENTEX</td>
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<td>232</td>
<td>CFD 2001-1 MAY FARMS #5</td>
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<td>237</td>
<td>CFD 88-1 (NEW)</td>
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<td>238</td>
<td>CFD 88-3 (NEW)</td>
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<td>CFD 90-1 (NEW)</td>
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<td>240</td>
<td>CFD 2007-2 PACIFIC HERITAGE</td>
<td>316,511.26</td>
<td>1,002.52</td>
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# CITY OF PERRIS

Projected Cash Balances & Projected Interest Income as of September 30, 2015
Fiscal Year 2015 - 2016

<table>
<thead>
<tr>
<th>FUND #</th>
<th>FUND NAME</th>
<th>Projected Balances as of 9/30/2015</th>
<th>Projected Interest Income for quarter ending 9/30/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>241</td>
<td>CFD 2002-1R WILLOWBROOK</td>
<td>19,617.60</td>
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<td>242</td>
<td>CFD 2001-1 #1R MAY FARMS</td>
<td>1,616.52</td>
<td>5.12</td>
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<tr>
<td>243</td>
<td>CFD 2001-1 #2R MAY FARMS</td>
<td>18,152.52</td>
<td>57.50</td>
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<td>244</td>
<td>CFD 2001-1 #3R MAY FARMS</td>
<td>11,700.69</td>
<td>37.06</td>
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<td>245</td>
<td>CFD 2001-2R VIL OF AVALON</td>
<td>610,169.37</td>
<td>1,932.66</td>
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<td>246</td>
<td>CFD 2006-1R MERITAGE</td>
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<td>14.50</td>
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<td>CFD 2004-3R MONUMENT RANCH</td>
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<td>CFD 2004-2R CLC</td>
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<td>CFD 2001-1 #6R MAY FARMS</td>
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<td>CFD 2001-1 #7R MAY FARMS</td>
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<td>AD 85-1 93 SERIES A</td>
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<td>305</td>
<td>CFD 91-1 CAPITAL PROJECTS</td>
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<td>501</td>
<td>WATER FUND - CITY</td>
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<td>SEWER FUND - CITY</td>
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<td>512</td>
<td>SEWER FUND - MCCANNA</td>
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<td>521</td>
<td>SOLID WASTE FUND - CITY</td>
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<td>CAPITAL PROJECT AREA/SUCCESSOR</td>
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<td>DEBT SERVICE FUNDS/SUCCESSOR</td>
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<tr>
<td>801</td>
<td>TRUST FUND</td>
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</table>

**Total:**

<table>
<thead>
<tr>
<th>Projected Balances as of 9/30/2015</th>
<th>Projected Interest Income for quarter ending 9/30/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>94,918,788.72</td>
<td>300,646.86</td>
</tr>
</tbody>
</table>
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: December 8, 2015

SUBJECT: Dora Nelson African American Art & History Museum request for a fee waiver for use of City facilities

REQUESTED ACTION: That the City Council consider a waiver of rental fees for the Dora Nelson Museum Beautification/Renovation Project sponsored by the Dora Nelson African American Art & History Museum on December 27, 2015 at the Senior Center.

CONTACT: Sabrina Chavez, Assistant Director
Community Services and Housing Division

BACKGROUND/DISCUSSION:

Dora Nelson African American Art & History Museum is a Perris based non-profit organization. They would like to host a fundraising event for the Dora Nelson Museum Beautification/Renovation Project at the Senior Center on December 27, 2015 from 12:00pm-6:00pm.

Dora Nelson African American Art & History Museum is requesting that the City Council authorize the waiver of rental fees associated with the reservation of the Senior Center for their fundraising event for the Dora Nelson Museum Beautification/Renovation Project. A copy of the letter request is attached with this submittal. The total value of the requested fee waiver is $300.00.

The proposed event is scheduled for a Sunday, in which staff and the facility are not scheduled to work. It is recommended that the City Council consider waiving all fees, including staff fees, in support of the Dora Nelson African American Art & History Museum.

FISCAL IMPACT: The fees for the fundraising event for the Dora Nelson Museum Beautification/Renovation Project total $300.00. This amount includes the deposit, rental and staff fees for the use of the Senior Center for the event.

Prepared by: Spencer Campbell
Reviewed by: Darren Madkin, Deputy City Manager
Reviewed by: Assistant City Manager: Ron Carr

Attachments: Waiver Request Letter from Dora Nelson African American Art & History Museum
October 8, 2015

The Honorable Mayor Busch and the Perris City Council,

Thank you for your support of the Dora Nelson African American Art & History Museum over the years.

As you know the Dora Nelson African American Art & History Museum is the official host museum for the 38th Association of African American Museum Conference (AAAM), Riverside 2016. We are excited about Museum Professional from across the United States and foreign countries coming to the city of Perris and to the Dora Nelson African American Art & History Museum.

This letter is to request that you waive the fee for the use of the Senior Center Multipurpose Room for a fundraising events for the Dora Nelson Museums Beautification/Renovation Project on

   Sunday December 27, 2015
   Mrs. A.M. Kearney, 95 years

Please Save the dates and plan to join us.

Again, this event will assist us in expenses for the Museum Beautification & renovation project.

Thank you,

Lovella Singer
Executive Manager
Dora Nelson African American Art & History Museum
Meeting Date: December 8, 2015

SUBJECT: Nuevo Interchange Improvements – Engineering Support

REQUESTED ACTION: Approve Contract with MetroPointe Engineers

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSION: Construction of the Super WalMart located along Perris Boulevard required implementation of additional improvements along 215/Nuevo Interchange. These improvements include widening of ramps, signal modifications, and installation of retaining wall along east side of the freeway.

MetroPointe Engineers were selected by WalMart to prepare the necessary plans and to obtain the encroachment permit from Caltrans. Their work was completed in 2013 and the permit issued at the time was expired. With assistance from Mr. Jon Austin of said firm, we were able to obtain a permit extension until October 2016. The attached proposal from Mr. Austin as presented would support engineering staff to complete this complex project. Mr. Dunn will review the contract as to form prior to approval.

The estimated cost of their service is $189,840 in addition to approximately $10,000 for reimbursable expenses. Construction is expected to start April 2016.

BUDGET (or FISCAL) IMPACT: This project is partially funded by $1.6 Million RCTC/Measure “A” Grant and Developer’s contribution with potential future TUMF reimbursement. The current estimated cost of the project is $4.5 Million including all contingencies.

Reviewed by:
City Attorney
Assistant City Manager

Attachments: Proposal

Consent: Yes
Public Hearing:
Business Item:
Other:
October 30, 2015

Mr. Habib Motlagh, P.E.
City Engineer, City of Perris, California
24 S. D Street, Suite 100
Perris, CA 92570

Subject: Proposal to Provide Professional Engineering Services for
I-215 / Nuevo Road Interchange Improvements
Construction Engineering Support

Dear Mr. Motlagh,

We are pleased to present our proposal for engineering support services related to the bidding
and construction phase of the I-215/Nuevo Road Interchange Improvements. MetroPointe
Engineers specialize in freeway and highway design and street improvement projects in State
right-of-way. We are the design engineer of record for the PS&E phase of this project, and
therefore, we have an excellent understanding of the project and of Caltrans and City
requirements. MetroPointe Engineers is very familiar with the Caltrans processes and enjoys a
current working relationship with Caltrans District 8 oversight and inspection staff.

I will act as Project Manager for this project and as President of MetroPointe Engineers I have
the authority to assure necessary resources are committed.

We have teamed with the same subconsultants used for the design phase to provide the
construction support services outlined in this proposal. The subconsultant team includes
Linscott, Law and Greenspan Engineers for traffic design; Willdan Geotechnical for geotechnical
engineering; and DRC Engineering for surveys.

Please feel free to call me if you have any questions or require additional information regarding
this proposal, and thank you for your consideration.

Sincerely,

[Signature]

Jon M. Austin, P.E.
President
PROPOSAL FOR
CONSTRUCTION SERVICES
I-215/Nuevo Road Interchange Improvements
City of Perris, CA

Prepared By
MetroPointe Engineers, Inc. for
City of Perris, CA

October 30, 2015

UNDERSTANDING

The following Scope of Work includes engineering services related to the bidding and construction phases of the I-215/Nuevo Road Interchange improvements associated with mitigation for the Perris Marketplace development in the City of Perris. This Scope of Work follows the Final Design PS&E phases of the project and permitting through the Caltrans Streamlined Oversight Project (SOP) process. The Scope of Work described below for bidding and construction engineering support services is also based on the SOP process and therefore, is intended to accommodate the size and scope of an SOP.

This proposal is based on the City of Perris as the Permittee under the Caltrans Encroachment Permit and assumes the City will ultimately be responsible to construct the project. The services outlined in this proposal are intended to assist the City with its obligation to comply with the Caltrans permit; however, we understand the Resident Engineer (R.E.) during the construction phase will be City personnel and the City will provide all services required by the R.E. as outlined in the Construction Manual Supplement For Local Agency Resident Engineers, August 2008. As such, we understand the City will provide all Construction Management and Contract Administration during the bidding and construction phase of this project, and that the services outlined in this scope of work are intended to augment City staff and assist the City by providing technical support and construction engineering services.

For purposes of this proposal it is understood that the total duration of services is based on the following schedule:

| Pre-Bid Phase: | 11/16/15 – 01/03/16 | Advertise 01/04/16 |
| Bid Period: | 01/04/16 – 02/09/16 | Open Bids 02/10/16 |
| Award Period: | 02/10/16 – 03/07/16 | Award Contract 03/08/16 |
| Construction: | 04/18/16 – 12/16/16 | Mandatory Start 04/18/16 |

We will begin the services upon the City's request for bidding assistance and continue through the end of the project construction period, which is estimated to be 13 months including a construction period of 8 months (175 working days) from the contractor's Mandatory Start Date.

SCOPE OF WORK

Task 1 – Bidding Phase Engineering Support Services

Task 1.1 – Prepare Bid Package

We will assist the City with preparation of the bid packages for advertising and selection of a construction contractor. For the Bid Package we will provide Technical Special Provisions formatted per Caltrans standards and an Engineer's Estimate with a Bid Items List indicating P-F-S codes per Caltrans' PS&E guidelines. We assume the City will incorporate the Technical Special Provisions into the City's boilerplate contract provisions to complete the Project Specifications.
Task 1.2 – Respond to Contractor Questions

We will coordinate with the City regarding Contractor questions during the bid period, distribute questions to appropriate design disciplines, and provide written responses back to the City. We will maintain a log of bidder questions and responses for inclusion in the contract amendments as appropriate.

Task 1.3 – Qualify Contractor Bids

Following receipt of all bids and after bid opening, we will review bids and assist the City with bid analysis and “qualifying the bids” to make sure the contractor has included all necessary items. At the City’s request, we will meet with the preferred contractors to review the bids and discuss any concerns. For purposes of this proposal, we will include two contractor meetings for qualifying bids.

Task 2 – Construction Engineering Support Services

Following award of the construction contract, we anticipate our scope of work will include the following types of services during the construction phase:

Construction Phase Engineering Support Services

- Pre-construction Services
- Survey Support and Coordination
- Caltrans Coordination
- Requests For Information (RFI)
- Design Changes
- Shop Drawings Review
- Field Engineering / Site Visits
- Utility Company Coordination
- Contract Change Order Review
- As-Built Plan Preparation

The following tasks describe the work we believe each of the above-listed services will involve. The effort described in this proposal for Construction Engineering Support is based on 6 months (or 175 Working Days) for construction, based on the schedule provided above.

Task 2.1 - Pre-Construction Services

Preconstruction services will include attending the pre-construction meeting and preparing document tracking tools for documents required to be submitted to the Engineer by the Contractor. Also as part of this task we will assemble the Resident Engineer (R.E.) pending file typically prepared by the engineer of record. The R.E. Pending File will include the following items as applicable:

- Project Technical Special Provisions.
- Special requirements of adjacent property owners.
- Materials Reports and Geotechnical Design Reports.
- Copies of right-of-way agreements that require work to be done under the contract or that affect the project’s construction.
- Copies of “Notice to Owner,” which covers utilities and their completion status.
- All pertinent engineering data previously prepared including the project engineer’s quantity calculations.
- A copy of the approved Water Pollution Control Plan (WPCP)
Task 2.2 -- Survey Support and Coordination

We will provide survey support from the project design surveyor for responding to Contractor field verification requests, checking contractor controls, responding to field survey requests on an as-needed basis. Our surveyor will be available to respond to requests for field work based on 48-hours notification. This task includes coordination with the Contractor’s surveyor and the Caltrans survey office.

Task 2.3 - Caltrans Coordination

We will provide coordination with the assigned project R.E.; Caltrans permit office, District 8 Design Oversight and City/Caltrans Inspectors regarding any engineering and design related issues that may arise during the construction phase. We will keep a record of any issues and telephone calls, e-mails, or meetings leading to resolution of these issues and their final disposition.

Task 2.4 - Requests For Information

At the request of the Contractor and R.E. we will provide consultation and advice regarding Contractor Requests for Information (RFIs). We will coordinate with the City, Contractor, and the Construction Engineering support team to resolve issues and respond to telephone and meeting related inquiries. As necessary, we will prepare written clarification in response to Contractor's Requests for Information (RFIs). A log of Contractor RFIs will be maintained. The log will indicate the date received, dates sent and returned from design engineers if applicable; date returned to the R.E. For the purposes of this proposal, we assume 10 RFIs will be generated requiring design engineer involvement.

Task 2.5 - Design Changes

This task includes review of proposed design changes during the construction phase. At the request of the City we will provide changes to design as it may benefit the project or City goals. Any design changes are subject to review and approval by Caltrans. Design changes are not initially anticipated, however, we have included a budget amount for re-design or plan revisions. In the event these services are needed, proposed design changes will be evaluated on a case by case basis and a separate cost proposal and design schedule will be prepared for each design change. Upon authorization by the City of our design change proposal, we will proceed with the work. We will process design changes as necessary through the appropriate review agencies.

Task 2.6 - Shop Drawings Review

As submitted by the Contractor and received by the R.E., we will check the shop drawing submittals for conformity with the intent of the plans and specifications. We will return the required number of copies to the R.E. with particular comments noted and in accordance with the time frames specified in this scope of work. We will keep an updated log of submittals received indicating the date received, dates sent and returned from sub-consultants if applicable, date returned to the R.E., and the status of each whether approved or returned requiring additional information. We can provide copies of the log over the course of the construction as requested by the City.

Anticipated shop drawing submittals include:

- Certificates of Compliance, List of Materials to be Used
- Trench Shoring / Safety Excavation Plan
- Storm Drain Pipe, Bedding, and Backfill
- Hot Mix Asphalt (HMA) Mix Design for pavement, dikes, and miscellaneous areas.
- Concrete (PCC) Mix Design for pavement, retaining walls, barriers, and other structures.
- Lean Concrete Base
- Road Sub-base Materials
- Prime Coat and Tack Coat
- Reinforcement
- Retaining Wall Rebar Layout
- Metal Railings
- Traffic Signal Construction

For purposes of this proposal we estimate a maximum of 12 shop drawing submittal reviews. Each shop drawing submittal will require review and processing and 50% of them will require a second review.

**Task 2.7 - Field Engineering / Site Visits**

For engineering support services we anticipate regular monthly progress meetings will be held with the Contractor and City during the course of construction. This task will include field observations and meetings on an as-needed basis as requested. Some of the likely discussion at the meetings would include discussion of Caltrans issues, progress of the work, assistance in interpretation of the plans and specifications, discussion of RFIs and shop drawings, and assistance with other construction related issues. We anticipate a total of 8 meetings will be required for this task based on one meeting per month for the entire construction duration.

**Task 2.8 – Utility Company Coordination**

We will provide coordination with the private utilities involved on the project to facilitate relocation requirements within the construction schedule and assist with potential permitting or requests processing. We anticipate one meeting with all of the affected utility companies will be required to coordinate schedules and action items. We understand the following private utility companies have conflicts and will require installation/relocation coordination:

1. So Cal Gas – Minor extension of small diameter gas line near south end of retaining wall.
2. Verizon – Relocation of utility line in Nuevo Road (includes manholes).
3. So Cal Edison – One 3-inch conduit to be installed and relocated. New service connections to 2 new traffic signal controller assemblies.
4. EMWD – relocate/reset existing water service and meter.

This task does not include processing or obtaining Caltrans encroachment permits on behalf of a private utility company for doing work in State right-of-way or installing new equipment in State right-of-way.

**Task 2.9 – Contract Change Order Review**

We will assist the City in reviewing the Contractor’s change order (CCO) requests. This will include reviewing the schedule for potential related delays, analyzing the merit of the request, analyzing the amount of the request, making a recommendation to the Client, coordinating plan and specification changes as required, and assisting the City in estimating and negotiating with the Contractor. We cannot anticipate the number of change order requests that may be submitted by the Contractor, thus for the purposes of this proposal, we estimate 5 CCO requests requiring our review.

**Task 2.10 - As-Built Plan Preparation**

During the course of the project construction, the Contractor and R.E. will maintain the Contractor’s daily red-pencil “as-built” plans as they are required to maintain on a set of date-stamped permit plans. We will coordinate with the R.E. and sub-consultants to indicate all field changes on the original file drawings. This final “as-built” set of drawings will be provided by the Design Engineer Team to Caltrans for their microfiche and to the City for their records.

**Task 3 – Resident Engineer (R.E.) Services**

At the City’s request MetroPointe Engineers will provide an Assistant Resident Engineer to augment the City’s primary designated Resident Engineer for the project. It is the ultimate responsibility of the City to meet their obligation to Caltrans in accordance with the Caltrans Encroachment Permit(s) during the
construction phase. The tasks outlined below are based on the Caltrans Construction Manual Supplement for Local Agency Resident Engineers dated August 2008 (LARE). The LARE identifies sections of the Caltrans Construction Manual applicable to projects that are administered by a local agency (in this case the City). Based on our experience with construction projects of this type, we understand a full-time R.E. is not required since Caltrans is also providing independent inspection and the City will provide an on-site Construction Manager (C.M.) responsible for day-to-day contract administration and non-technical personnel. Therefore, we have tailored our effort to provide only those services we believe will be necessary to assist the City to meet the permit requirements.

We anticipate our scope of work will include assistance in conjunction with the following types of services during this phase:

**Construction Phase Resident Engineer Services**

- Construction Site Meetings
- Safety and Traffic Control
- Control of Work and Materials
- Sampling and Testing
- Environmental Compliance
- Utility Company Coordination

For purposes of this proposal, we understand the C.M. will be responsible all construction related elements included in the LARE including, but not limited to, the following:

- Contractor Negotiations and Contract Change Order Authorizations
- OSHA Compliance and Health & Safety
- Labor Law Compliance
- Contractor Notifications
- Public Convenience
- Public Safety
- Preservation of Property
- Indemnification & Insurance
- Disposal
- Relief of Maintenance
- Contractor Disputes

The following describes the work we believe each of these types of services will involve. The effort described in this proposal is based on 175 working days (35 weeks), which is typical for a project of this magnitude. A change in the number of working days for construction may require additional budget for services in this phase.

**Task 3.1 – Construction Site Meetings:**

We anticipate regular weekly progress meetings will be held with the Contractor and C.M. during the entire course of construction. This task will include field observations and meetings as requested. Some of the likely discussion at the meetings would include discussion of the progress of the work, assistance in interpretation of the plans and specifications; discussion of RFI’s and shop drawings, and assistance with other construction related issues. We anticipate this will total 35 meetings.

This task also includes attendance at the Pre-Construction Meeting in the capacity of Assistant to the R.E. as outlined in the Caltrans Construction Manual. The purpose of the preconstruction meeting will include the following:

- Introduce all participants; establish lines of responsibilities, authority and communications for all personnel involved in the project.
- Discuss superintendent as well as lines of authority for both contractors and Caltrans personnel.
- Review the contact’s safety requirements.
• Discuss the procedure for inspecting materials, particularly the early submittal of the, "Notice of Materials to Be Used."
• Discuss the requirements for submitting working drawings.
• Discuss the progress schedule.
• Discuss the requirements for submitting survey requests and any significant survey issues.
• Review the contract’s provisions about water pollution control. Discuss the contractor’s water pollution control plan.
• Review the contract's provisions and the environmental commitments record for environmental permits and agreements. Discuss the contractor's plan for implementing environmental commitments and environmental work windows.
• Remind the contractor to submit a program to control water pollution before beginning work.
• Discuss the requirements for handling public traffic.
• Discuss any unusual project features.
• Discuss the scheduling of utility work.

We estimate our attendance will be required at these regular meetings once every week (at a maximum) for a total of 35 meetings over the course of the project schedule. These meetings will be held at the City of Perris offices or at the construction trailer. We understand the City’s R.E. or the construction contractor will be responsible for meeting agendas, meeting minutes, schedule updates, tracking action items, and coordination with attendees. This proposal assumes regular on-site R.E. assistance during the construction period based on 12 hours per week for 35 weeks for this task.

Task 3.2 – Safety and Traffic Control

During the course of the project construction, we will place an emphasis on safety as it relates to excavation for storm drains, utilities, and roadway excavation and on Traffic Control to ensure minimum interference with public traffic. The task will involve field observations during particular construction activities and ensure construction is in accordance with Caltrans requirements. We will assist the C.M. with providing advanced notification to Caltrans for lane closures, ramp closures, shoulder closures, or freeway closures.

Task 3.3 – Control of Work and Materials

The City will be the authorized State representative of the chief engineer on the project; therefore, contacts and correspondence shall be maintained between the contractor and the City. During the course of the project construction, MetroPointe will assist the City to ensure that project construction is in accordance with Caltrans’ policies and procedures and per the approved plans and specifications. MetroPointe will assist the City with performance of inspection of construction on an as-requested basis at the request of the City to ensure that each representative construction activity/item has been observed and witnessed. MetroPointe will assist the City to follow the procedures outlined in the Caltrans' Construction Manual. A list of anticipated inspection items are as follows:

• Removals of existing roadway facilities
• Storm Drain system installation, including catch basins / inlets
• Curb and Gutter and sidewalk construction
• Excavations/Embankments for roadway, storm drain, utility installation
• Roadway base and pavement construction
• Retaining wall construction
• Concrete Foundations pours for lighting, signals, and sign structures
• Metal Railing installation
• Striping and Signing
• Traffic Control setup and stage changes
• Final Project completion

We anticipate that all Traffic Signal and Lighting (Electrical) components, Landscaping and Irrigation Systems will inspected by Caltrans' inspectors. We anticipate all materials testing, compaction testing,
surveying and construction staking will be provided by the City's independent contractors or the construction contractor.

**Task 3.4 – Sampling and Testing**

As the Resident Engineer, the City will be responsible for coordination with the State certified materials sampling and testing representative, who ensures that sampling and testing of materials or products and quality of work are in strict accordance with the contract special provisions, the encroachment permit, and the Caltrans' Construction Manual. We will assist the City with verification and acceptance of only test results from the City's consultant laboratories accredited by Caltrans in accordance with Caltrans Independent Assurance Manual. MetroPointe does not assume responsibility for the data reported in the sampling and testing of materials. We anticipate that the City will provide sampling and testing, if applicable, of all electrical-components and landscaping and irrigation systems.

**Task 3.5 – Environmental Compliance**

We will assist the City to ensure that Storm Water Pollution Prevention Plan (SWPPP) BMP's are implemented and frequently monitor their implementation. The amount of effort related to environmental and storm water compliance issues will vary depending upon the contractor's ability to maintain temporary measures and practices throughout the course of construction. Since this effort cannot be controlled by MetroPointe Engineers, for purposes of this proposal we estimate once-per-month observations to monitor the contractor’s implementation of BMPs and coordinate with the Caltrans Stormwater Coordinator.

**Task 3.6 - Utility Relocation Coordination**

It is anticipated there will be utility involvements during construction, which will require relocation of facilities within the project limits:

1. So Cal Gas – Minor extension of small diameter gas line near south end of retaining wall.
2. Verizon – Relocation of utility line in Nuevo Road (includes manholes).
3. So Cal Edison – One 3-inch conduit to be installed and relocated. New service connections to 2 new traffic signal controller assemblies.
4. EMWD – relocate/reset existing water service and meter.

We anticipate the relocation work will be performed by the respective utility company and completed during, and as part of, the overall construction permit. We will work with the construction manager to ensure contacts are made with utility facility owners to schedule work and coordinate with the contractor's operations. The City, acting through the district utility coordinator, is responsible for making changes to "Notice to Owner" forms and to right-of-way agreements. The district right of way unit must also make all decisions about financial liability between Caltrans and the utility owner for utility work. We will coordinate submitting all change orders involving utility work to the district utility coordinator for concurrence.

MetroPointe will assist the City in performance of the following utility-related duties:

- Review all utility relocation documents, including the "Notice to Owner," encroachment permits, special provisions, contract plans, and correspondence about utilities not shown on the plans.
- Submit to the district utility coordinator any changes or any notices of newly discovered facilities.
- Keep the contractor advised of any utility work that will require a change in the contractor's operations.

Utility Exclusions: MetroPointe Engineers will not be responsible for underground facilities discovered during construction that are not in the plans or the special provisions, however, we will notify the district utility coordinator if such a discovery occurs. The C.M. will be responsible for working with the various parties involved to reach an agreement with the utility owner about satisfactory protection before the Caltrans contractor begins any physical work. The C.M. will be responsible for coordinating and
negotiating change orders, protections of facilities and work, utility’s service, reliability, and conflict resolution. The Caltrans utility coordinator will advise the R.E. when utility relocation work warrants full-time inspection. This proposal does not include full-time inspection.

**FEE ESTIMATE**

Attached to this Scope of Work is a Fee Breakdown which includes our proposed cost assumptions based on labor hours associated with each task. All of the services included in this scope of work will be provided at the request of the City. This Scope of Work is based on what we believe is the effort necessary to meet Caltrans and City requirements through the end of construction based on our experience on projects of this type. However, since we do not have the authority to direct the Contractor’s work, we can not control the level of effort ultimately required, and therefore, each task will be billed on a “Time & Materials” basis “Not-To-Exceed” the approved total contract amount without prior authorization. The tasks outlined below and in this scope of work are provided as an estimate to establish an overall budget. All of the fees for all of the tasks together represent the contract amount.

**Task 1 – Bidding Phase**

| Task 1.1  | Prepare Bid Package | $4,560 |
| Task 1.2  | Responses to Contractor Questions | $8,480 |
| Task 1.3  | Qualify Contractor Bids | $3,300 |
| **Subtotal – Task 1:** | | $16,340 |

**Task 2 – Construction Engineering Support Services**

| Task 2.1  | Pre-Construction Services | $6,000 |
| Task 2.2  | Survey Support and Coordination | $14,880 |
| Task 2.3  | Caltrans Coordination | $8,380 |
| Task 2.4  | Requests For Information | $13,220 |
| Task 2.5  | Design Changes | $9,140 |
| Task 2.6  | Shop Drawings Review | $7,620 |
| Task 2.7  | Field Engineering / Site Meetings | $6,720 |
| Task 2.8  | Utility Company Coordination | $3,840 |
| Task 2.9  | Contract Change Order Review | $2,620 |
| Task 2.10 | As-Built Plan Preparation | $5,360 |
| **Subtotal – Task 2:** | | $77,780 |

**Phase 3 – Construction Resident Engineer (R.E.) Services**

| Task 3.1  | Construction Site Meetings | $65,060 |
| Task 3.2  | Safety and Traffic Control | $6,460 |
| Task 3.3  | Control of Work and Materials | $5,800 |
| Task 3.4  | Sampling and Testing | $5,800 |
| Task 3.5  | Environmental Compliance | $5,800 |
| Task 3.6  | Utility Company Coordination | $5,800 |
| **Subtotal – Task 3:** | | $94,720 |

**Total Fees:** $188,940

**Reimbursable Expenses – Billed Separately**

Reimbursable Expenses are not included in the above fee estimate amount for professional services and will be billed as a separate line item per the attached rate schedules. For purposes of this proposal we are requesting a budget of $9,400.00 which is estimated at approximately 5% of the professional services fee amount. Reimbursable expenses include such items as mileage, postage and delivery, CAD plotting, and reproduction. This budget amount does not include reimbursable expenses for field survey crews.
Exclusions

- Construction Staking / Construction Surveying
- Survey Monuments
- WPCP / SWPPP Preparation
- Soils and Materials Sampling and Testing
- Inspections
- Construction Management / Contract Administration
- Full Time Resident Engineer Services
- Environmental Compliance
- Encroachment Permits for Utility Work.

Assumptions

Total time is required for CM is approximately eight months (35 weeks).

- Needs a minimum of three weeks to review the submittals such as, shoring, shop drawing for retaining wall, lane closure, Asphalt Mix Design and Concrete Mix Designs.
- One week for preliminary survey control / construction staking.
- One week for remove and install temporary marking, install temporary concrete rail (Type K), temporary crash cushion, remove exist signs per contract plan.
- Three weeks for utilities potholing, it will take longer if utilities relocation is required.
- A minimum of 10 weeks to construct 370 LF of Type 1 Retaining Wall this will include the excavation, shoring, construction the wall, Class I finish and cable railing on the top of the wall.
- Two weeks for drainage system installation and place rock blanket.
- Two weeks for electrical conduit, pull boxes, signalization, detector loops, etc.
- Minimum of four weeks for JPCP-RSC, cold plane, construct curb & gutter, place HMA for ramps ramp & Nuevo Road, dike, metal beam guard rail, and concrete barrier.
- Two weeks for grading and constructing sidewalks and curb ramps.
- Three weeks for plant establishment, install irrigation system, install mulch.
- Three weeks for pavement delineation, install new signs, and traffic signals.
  NOTE: 18 week lead time on traffic signal poles:
- One week for punch list and complete missing items
- Two weeks for As-Built and closing the project.

NOTE: Utilities relocation, traffic signal fabrication, plant establishment and Type 1 wall shoring could take longer time than mentioned above. The fee will be adjusted for the additional time if required by schedule.

MetroPointe Responsibilities

While the MetroPointe team will provide construction related engineering support services which may from time to time include observations of construction or assistance to the City with respect to administration of the contract, MetroPointe Engineers and its subconsultants will have no legally binding responsibility to enforce compliance or take corrective action. MetroPointe will not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequence or procedures selected by the Contractor. Additionally, MetroPointe Engineers is not responsible for construction management, contract administration, progress tracking, reporting, field logs, review or processing progress payments, inspection, or materials testing.
AUTHORIZATION

If this proposal is acceptable, you may indicate approval by signing in the space provided at the end of this letter and returning the original for our files.

Sincerely,

METROPOINTE ENGINEERS

Jon Austin, P.E.
President

PROPOSAL ACCEPTED FOR WORK TASKS 1.1 THROUGH 3.6 AS OUTLINED ABOVE NOT TO EXCEED $198,240.00 (Including reimbursable expenses) WITHOUT PRIOR AUTHORIZATION.

__________________________________________________________________________  __________________________________________________________________________
(City of Perris) (Date)

__________________________________________________________________________
(Print Name and Title)
### Task 1 - Bid Phase

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### Task 2 - Construction Engineering

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### Task 3 - Resident Engineer Services

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### Total Hours

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Subtotal: $159,240  Subtotal: $13,660  Subtotal: $4,980  Subtotal: $11,960  Total: $188,840
**RATE SCHEDULE**

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**REIMBURSABLE EXPENSES**

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<td>Reproduction</td>
<td>Cost</td>
</tr>
<tr>
<td>Subconsultant Services</td>
<td>Cost plus 10%</td>
</tr>
<tr>
<td>Automobile Transportation</td>
<td>$0.50 / mile</td>
</tr>
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<td>Delivery, Freight, Courier</td>
<td>Cost</td>
</tr>
<tr>
<td>Agency Fees</td>
<td>Cost</td>
</tr>
<tr>
<td>Commercial Travel / Subsistence</td>
<td>Cost</td>
</tr>
</tbody>
</table>

Effective Through 12/31/16
# RATE SCHEDULE

## PLOTTING / REPRODUCTION SERVICES

### PLOTTING
- B/W Large Format: $1.50 / sq ft
- Vellum: $2.00 / sq ft
- Color Large Format: $2.50 / sq ft
- Mylar: $3.50 / sq ft

### PRINTING
- B/W 8½ x 11: $0.10 / sheet
- B/W 11 x 17: $0.25 / sheet
- Color 8½ x 11: $2.00 / sheet
- Color 11 x 17: $3.00 / sheet

### COPYING / BINDING
- Xerox – B/W 8½ x 11: $0.10 / sheet
- Xerox – B/W 11 x 17: $0.25 / sheet
- Xerox – Color 8½ x 11: $2.00 / sheet
- Xerox – Color 8½ x 11 (double-sided): $3.00 / sheet
- Xerox – Color 11 x 17: $3.00 / sheet
- Xerox – Color 11 x 17 (double-sided): $3.00 / sheet
- Inserts – Color 8½ x 11: $0.10 each
- Map Pockets: $1.75 each
- 3-Hole Punching: $5.75 / 500 sheets
- GBC Bind / Comb: $5.00 / document
- Stapling: $0.10 / set
- Caltrans Folding: $0.50 / set
- Tabs / Dividers: $0.85 / tab
- Binders: $15.00 each
- CD / DVD Burned: $5.00 each
- Scanning: $1.50 / file
- Conversion to PDF file: $0.50 / file
- Jewel Case: $0.50 / each
- Labeling: $0.50 / each

Effective Through 12/31/16
Meeting Date: December 8, 2015

SUBJECT: Motte Town Center Maintenance Agreement

REQUESTED ACTION: Approve the Maintenance Agreement for Tr. 35846

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: The Motte Town Center Project located at southwest corner of Ethanac Road and Trumble Road is a project approved several years ago. Recently the Council approved the stockpile permit subject to compliance with a series of conditions including maintenance of the stockpile area for a period of 5 years.

At the request of the applicant, the attached agreement is presented in lieu of cash deposit or maintenance bond. The City Attorney has reviewed the agreement and finds it acceptable as to form.

BUDGET (or FISCAL) IMPACT: Applicant is responsible to reimburse City’s cost for review of the agreement.

Reviewed by:
City Attorney
Assistant City Manager

Attachments: Agreement for Improvement Maintenance Tr. 35846

Consent: Yes
Public Hearing:
Business Item:
Other:
RECORDER REQUESTED BY
AND
WHEN RECORDED RETURN TO:

City of Perris
Attn: Judy L. Haughney
Records Clerk
101 North "D" Street
Perris, CA 92570

SPACE ABOVE RESERVED FOR RECORDER'S USE

Exempt from recording fee, per Government Code Section 6103

City of Perris, California
By: __________________________
City Clerk

AGREEMENT FOR IMPROVEMENT MAINTENANCE

TRACT NO. 35846

Between

THE CITY OF PERRIS
A California municipal corporation

and

MTC CONSOLIDATED, LLC
A California limited liability company

I. PARTIES AND DATE.

This Agreement for Improvement Maintenance ("Agreement") is entered into as of this ______th day of November 2015 ("Effective Date") by and between the City of Perris, a California municipal corporation ("City") and MTC Consolidated, LLC, a California limited liability company, with its principal office located at 41391 Kalmia Street, Suite 200, Murrieta, California 92562 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

Agreement for Improvement Maintenance - Page 1 of 8
II. RECATALS.

A. Developer is the owner and developer of real property located within City, identified in City records as Tract Map No. 35846, and more fully described in Exhibit A attached hereto ("Property").

B. Developer intends to import and construct a stockpile of fill dirt on the Property consisting of approximately 157,000 cubic yards, as more particularly set forth on the Stockpile Plan attached hereto as Exhibit A (the "Improvements").

C. Following construction of the Improvements, the Developer intends to hydrosed and maintain the Improvements in accordance with the Storm Water Pollution Prevention Plan WID# #8 33C374377 approved by City as part of City of Perris Permit No. P8-1245 ("Improvement Maintenance").

D. As a condition to City's granting approval for the Improvements, Developer is required to furnish adequate security to ensure the performance of the Improvement Maintenance.

III. TERMS.

1.0 Recitals Effectiveness and Term. The foregoing recitals are incorporated herein by reference as if set forth in full. This Agreement shall not be effective unless (a) the City Council of the City ("City Council") approves this Agreement and it is properly executed on behalf of the City, and (b) the Developer executes and records this Agreement in the Recorder's Office of the County of Riverside. The Term of this Agreement ("Term") shall be for the period of five (5) years after the Effective Date of this Agreement.

2.0 Improvements; Improvement Maintenance. Developer shall construct or have constructed at its own cost, the Improvements, and shall perform or have performed the Improvement Maintenance at its own cost and expense.

2.1 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Improvements, the performance of the Improvement Maintenance, and Developer's other obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer, in a manner reasonably acceptable to the City Engineer or his/her designee.

2.2 Quality of Work; Compliance With Laws and Codes. The Improvements shall be constructed and Improvement Maintenance shall be performed, in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes.
standards, and other requirements. The Improvements and Improvement Maintenance shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced. The City Engineer may order extra work or may make changes by altering or deleting any portion of the work as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health or safety.

2.3 **Standard of Performance.** Developer and its contractors, if any, shall perform all work required to construct the Improvements and perform the Improvement Maintenance under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

3.0 **Improvement Maintenance Period.** Developer shall construct and maintain all the Improvements and conduct the Improvement Maintenance in a state of good repair during the Term of this Agreement. It shall be Developer's responsibility to initiate all Improvement Maintenance, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City during the Term of this Agreement. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvement Maintenance.

4.0 **Termination and Release of Agreement.** This Agreement shall automatically terminate and the lien created under this Agreement shall automatically be deemed released after the Term of this Agreement. In addition to the foregoing, the City shall at the end of the Term, if requested by the Developer, and provided the Developer is not at the time of request in uncured default of any provision under this Agreement, execute any quit claim deed or other writing sufficient for recordation to release this Agreement.

5.0 **Fees and Charges.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the Improvements or Improvement Maintenance.

6.0 **City Inspection of Improvements.** Developer shall, at its sole cost, expense, and liability, and at all times during the Term of this Agreement, maintain and provide safe access for inspection by City of the Improvements.
7.0 Limitation On Lien. Notwithstanding any other provision or provisions under this Agreement, the total obligation of the Developer to the City under this Agreement and the maximum amount of the lien securing Developer's performance of this Agreement shall be One Hundred Thousand Dollars ($100,000).

8.0 Default; Notice; Remedies.

8.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of borne by the City to perform the Improvement Maintenance and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

8.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City during the Term and within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer, without the necessity of giving any further notice to Developer. City's right to take such actions shall in no way be limited by the fact that Developer may have performed some or none of the required or agreed upon Improvement Maintenance at the time of City's demand for performance. In the event City elects to complete or arrange for completion of any remaining Improvement Maintenance City may require all work by Developer to cease in order to allow adequate coordination by City.

8.3 Other Remedies. No action by City pursuant to Section 8.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

9.0 Administrative Costs. If Developer fails to perform all or any part of the Improvement Maintenance required by this Agreement, or if Developer fails to comply with
any other obligation contained herein. Developer shall be liable to City for all administrative expenses, fees, and costs, including reasonable attorney’s fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Lien. To secure the timely performance of Developer’s obligations under this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. In addition to any other rights of enforcement available to City in the event of default under this Agreement, the City may foreclose on the Property to enforce said lien.

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

12.0 Insurance.

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

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

12.1.3 **Workers’ Compensation.** Developer and its contractors shall procure and maintain workers’ compensation insurance with limits as required by the Labor Code of the State of California and employers’ liability insurance with limits of not less than $1,000,000 per occurrence, at all times during which insured retains employees.

12.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Improvements, liability insurance for errors and omissions with limits not less than $1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Improvement Maintenance. Such insurance shall be endorsed to include contractual liability.

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

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

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

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

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

<table>
<thead>
<tr>
<th>CITY:</th>
<th>DEVELOPER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Perris</td>
<td>MTC Consolidated, LLC</td>
</tr>
<tr>
<td>101 North “D” Street</td>
<td>41391 Kalmia Street, Suite 200</td>
</tr>
<tr>
<td>Perris, CA 92570</td>
<td>Murrieta, CA 92562</td>
</tr>
<tr>
<td>Attn: Ron Carr</td>
<td>Attn: Daniel L. Stephenson</td>
</tr>
<tr>
<td>Assistant City Manager</td>
<td></td>
</tr>
</tbody>
</table>

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

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

15.0 **Waiver.** City’s failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City’s waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City’s actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim, set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Improvement Maintenance or this Agreement.

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

17.0 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.
18.0 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

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

<table>
<thead>
<tr>
<th>CITY OF PERRIS</th>
<th>MTC CONSOLIDATED, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ___________________</td>
<td>By: ___________________</td>
</tr>
<tr>
<td>City Manager, City of Perris</td>
<td>Daniel L. Stephenson</td>
</tr>
<tr>
<td></td>
<td>Manager</td>
</tr>
</tbody>
</table>
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

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

State of California
County of *

On __11-16-15___ before me, **Paula B. Hackbart, Notary Public**, here insert name and title of the officer personally appeared **Daniel L. Stephens**

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

**Signature**

Signature of Notary Public

---

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ____________________________ Document Date: ____________________________
Number of Pages: ________ Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)
Signer's Name:  
Corporate Officer — Title(s):  
Partner — Limited General  
Individual Attorney in Fact  
Trustee Guardian or Conservator  
Other:  ____________________________  
Signer Is Representing:  ____________________________  

Signer's Name:  
Corporate Officer — Title(s):  
Partner — Limited General  
Individual Attorney in Fact  
Trustee Guardian or Conservator  
Other:  ____________________________  
Signer Is Representing:  ____________________________  

EXHIBIT A
TO AGREEMENT FOR IMPROVEMENT MAINTENANCE

STOCKPILE PLAN
(Attached)
Meeting Date: December 8, 2015

SUBJECT: Closure of Orange Avenue

REQUESTED ACTION: Authorize 60 Days Closure of Orange Avenue

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: Construction of Val Verde High School located along Evans and Orange Avenue is underway. As part of their offsite improvements, Orange Avenue from Evans Road to their easterly boundary is to be improved both on City and County sides.

The District according to their attached letter is requesting closure of Orange Avenue for 60 working days starting December 14, 2015. They are also requesting additional 15 days for unforeseen issues. Staff recommends 60 working days only with provision up to 15 additional days if approved by City Manager. The District is currently working with County on closure requests.

Detour signs, resident notifications, as well as notifications to all emergency services, post office and CR&R will be provided a minimum of 7 days in advance of closure.

BUDGET (or FISCAL) IMPACT: All costs associated with closure is paid by School District.

Reviewed by:
City Attorney
Assistant City Manager

Attachments: Letter from School District dated November 17, 2015

Consent: Yes
Public Hearing: Yes
Business Item: Yes
Other:
November 17, 2015

City of Perris
Public Works Department
Habib Motlagh, City Engineer
101 North “D” Street
Perris, CA 92570-1998

Dear Mr. Motlagh,

Val Verde Unified School District would like to request the road closure of Orange Ave. between Evans Ave. and Dunlap to perform the work per the approved Orange Ave. Street Improvement Plans, to be constructed by Genesis Construction.

It is our understanding that the City Council requires a 5-7 day notice prior to start of work, in order to provide required notifications to the following agencies and emergency providers:

Local Fire and Police Departments
RTA
EMWD
Schools
And all other agencies requested by the City of Perris

The closure is anticipated for 60 working days plus 15 days for unforeseen issues totaling 75 working days with work commencing upon approval from the City Council and receipt of approved traffic control plans.

We would like to request to have this added to the November 10, 2015 agenda and presented to the City Council for approval on that date. Please advise if this is feasible.

Thank you,

Sincerely,

Stacy Strawderman, Director
Facilities, Contracts and Purchasing Services
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: December 8, 2015

SUBJECT: Cooperative Agreement with the County of Riverside for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services.

REQUESTED ACTION: Approve the two year agreement with the County of Riverside for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services.

CONTACT: Ron Carr, Assistant City Manager

BACKGROUND/DISCUSSION:

The City of Perris currently receives Fire Protection, Fire Prevention, Rescue and Medical Emergency Services from the County of Riverside through the County's Cooperative Fire Programs Fire Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection. The term of the agreement being proposed will run through June 30, 2017. This agreement contains no changes in the current level of service.

BUDGET (or FISCAL) IMPACT:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015/16</td>
<td>$4,246,446</td>
</tr>
<tr>
<td>2016/17</td>
<td>$4,483,836</td>
</tr>
</tbody>
</table>

Reviewed by:

City Attorney
Assistant City Manager

Attachments: Proposed Agreement

Consent
A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF PERRIS

THIS AGREEMENT, made and entered into this ____ day of _______________, 2015, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as “COUNTY”) and the City of ___________, a duly created city, (hereinafter referred to as “CITY”), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement (“CAL FIRE Agreement”) with the California Department of Forestry and Fire Protection (“CAL FIRE”) to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called “Fire Services”). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55600 et seq., and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY’s ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as “Chief”) shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit “A”, attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. COUNTY will assign an existing Chief Officer as the Fire Department Liaison (“Fire Liaison”). The Chief may delegate certain authority to the Fire Liaison, as the Chief’s duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit “A”.

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.
SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit “A” for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.

B. The CITY and COUNTY also will cost share the Fire Truck 90 staffing, as set forth in the attached Exhibit “A”. The CITY and COUNTY agree that the current Fire Truck provides service to the City of Perris as well as the unincorporated territory of the County, and will be of mutual benefit to both agencies.

C. Any changes to the salaries or expenses set forth in Exhibit “A” made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit “A.” The CITY is obligated to expend or appropriate any sum in excess of Exhibit “A” increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit “A” as a result of action by the Legislature, CAL-FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL-FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit “A” that CITY does not agree to fund, as described above, shall be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibit “A” approved by the parties hereto.

D. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit “A,” CITY shall provide one hundred twenty (120) days written notice of the proposed, requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; and (3) The number of employees, by classification, affected by the proposed increase or decrease. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested
increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) _days of the notice provided pursuant to this section.

E. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement in an amount not to exceed that set forth in Exhibit "A", as may be amended from time to time. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

F. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

G. _____ _____ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

H. _____ _____ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

I. Notwithstanding Paragraph F herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars ($944.00) per day; or Six Thousand Six Hundred Eight Dollars ($6,608.00) per week.

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2015, to June 30, 2017.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement
with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

C. If CITY and COUNTY are actively negotiating the terms to a new agreement, the parties may enter into an amendment of this agreement to extend the term up to an additional one year period. During this extended term, the level of service will remain as set forth in this Agreement.

SECTION V: TERMINATION

During the terms of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.
In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

In the event the CITY elects to use COUNTY funded Fire Marshal services, the services will be provided at a cost outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within City of Perris from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY’s cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct invoice to the CITY.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY’s obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

Cooperative Fire Agreement
City of Perris
July 1, 2015 to June 30, 2017
5 of 8
To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

B. Each party shall bear their own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of
the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to Battaglia Enterprises v. Superior Court (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm’s length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CalFire employees, to the extent permissible under the COUNTY’s contract with CalFire, the claims will be forwarded on to CalFire for processing.

SECTION XIV: ATTORNEY’S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party’s costs and expenses, including reasonable attorneys’ fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY
County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

CITY OF PERRIS
City Manager
City of Perris
101 North “D” Street
Perris, CA 92570

Cooperative Fire Agreement
City of Perris
July 1, 2015 to June 30, 2017
7 of 8
Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

///
///
///

[Signature Provisions on following page]
IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: __________________________

CITY OF PERRIS

By: __________________________

Title: __________________________

ATTEST:

By: __________________________

Title: __________________________

(SEAL)

APPROVED AS TO FORM:

Dated: __________________________

COUNTY OF RIVERSIDE

By: __________________________

Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: __________________________

Deputy

(SEAL)

APPROVED AS TO FORM:

By: __________________________

ERIC STOPHER
Deputy County Counsel

Cooperative Fire Agreement
City of Perris
July 1, 2015 to June 30, 2017
9 of 8
EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF PERRIS
ESTIMATE DATED JULY 13, 2015 FOR FY 2015/2016 THROUGH 2016/2017

<table>
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<th>Fiscal Year</th>
<th>Budget</th>
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<tr>
<td>2015/2016</td>
<td>$4,246,446</td>
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<tr>
<td>2016/2017</td>
<td>$4,483,836</td>
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TOTAL ESTIMATED CITY EXHIBIT "A" FOR 2015/2016 THROUGH 2016/2017 $8,730,283
EXHIBIT "A-1"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF PERRIS
ESTIMATE DATED JULY 13, 2015 FOR FY 2015/2016

<table>
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<tr>
<th>CAPTAIN'S MEDICS</th>
<th>CAPTAIN'S MEDICS</th>
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<th>FF II MEDICS</th>
<th>TOTALS</th>
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<tr>
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<td>195,993</td>
<td>167,602</td>
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<td>1,001,319</td>
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<tr>
<td>Medic Engine</td>
<td>195,993</td>
<td>167,602</td>
<td>0</td>
<td>1,001,319</td>
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<tr>
<td>Fixed Relief</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Vacation Relief</td>
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<td>195,993</td>
<td>335,205</td>
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<td>1,168,921</td>
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</table>

ESTIMATED SUPPORT SERVICES

- Administrative/Operational
- Volunteer Program
- Medic Program
- Battalion Chief Support
- Fleet Support
- ECC Support
- Comm/IT Support
- Hazmat Support

E101:

- 19,444 per assigned Staff **
- 7,157 Per Entity Allocation
- 70,247 per Fire Suppression Equip
- 51,374 Calls/Station Basis

FIRE ENGINE USE AGREEMENT (E101)

- 25,331 each engine

TOTAL STAFF COUNT

- 25,331

ESTIMATED SUBTOTAL STA 101

- $1,769,509

SUPPORT SERVICES

- Procurement
- Emergency Services
- Fire Fighting Equip.
- Office Supplies/Equip.

- Assigned Staff Sta 101
- Battalion Chief Support Sta 101
- Total Assigned Staff Sta 101
- Fire Stations Sta 101
- Number of Calls Sta 101
- Assigned Medic FTE
- Monitors/Defibs
- Hazmat Stations Sta 101
- Number of Hazmat Calls Sta 101
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<tr>
<th>CAPTAIN'S MEDICS</th>
<th>CAPTAIN'S MEDICS</th>
<th>ENGINEER'S MEDICS</th>
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<td>188,117</td>
<td>446,528</td>
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<td>Vacation Relief</td>
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<td>0</td>
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<td>0</td>
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<td>0</td>
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<td>SUBTOTALS</td>
<td>293,989</td>
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<td>20</td>
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<td>2</td>
<td>1</td>
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(*** FC - PCA 37134)

**ESTIMATED SUPPORT SERVICES**

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<th>Service</th>
<th>Cost</th>
<th>Description</th>
<th>Count</th>
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<tr>
<td>Administrative/Operational</td>
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<td>per assigned Staff **</td>
<td></td>
</tr>
<tr>
<td>Volunteer Program</td>
<td>7,157</td>
<td>Per Entity Allocation</td>
<td></td>
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<tr>
<td>Medic Program</td>
<td>70,247</td>
<td>Medic FTE/Defib Basis</td>
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<tr>
<td>Battalion Chief Support</td>
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<td>.27 FTE per Station</td>
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<td>Fleet Support</td>
<td>100,215</td>
<td>per Fire Suppression Equip</td>
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<td>Comm/T Support</td>
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<td>Calls/Station Basis</td>
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<td>Hazmat Support</td>
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<td>SUPPORT SERVICES SUBTOTAL</td>
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**FIRE ENGINE USE AGREEMENT (E90)**

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<tr>
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<th>each engine</th>
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**TOTAL STAFF COUNT**

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**ESTIMATED SUBTOTAL STA 90**

<table>
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<tr>
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**SUPPORT SERVICES**

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<td>Accounting</td>
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**ESTIMATED DIRECT CHARGES**

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**NET ESTIMATED CITY BUDGET**

<table>
<thead>
<tr>
<th>Count</th>
<th>4,246,446</th>
</tr>
</thead>
</table>
Volunteer Program - Support staff, Workers Comp. and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Hazmat Program - Support staff, operating costs, and vehicle replacement

**FY 2015 ESTIMATED POSITION SALARIES TOP STEP**

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<th>Position</th>
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<td>DIV CHIEF</td>
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<td>ENG</td>
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<td>ENG/MEIC</td>
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<td>SECRETARY I</td>
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<td>FIRE ENGINE</td>
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<td>SRVDEL</td>
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<td>VOL DEL</td>
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**FY 2016 DIRECT BILL ACCOUNT CODES**

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<td>520300</td>
<td>Pager Service</td>
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EXHIBIT "A-ii"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF PERRIS
ESTIMATE DATED JULY 13, 2015 FOR FY 2016/2017

<table>
<thead>
<tr>
<th>CAPTAIN'S MEDICS</th>
<th>CAPTAIN'S MEDICS</th>
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<td>175,982 1.0</td>
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<td>205,792 0</td>
<td>351,965 2</td>
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<td>156,285 0</td>
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</tbody>
</table>

**ESTIMATED SUPPORT SERVICES**

| Administrative/Operational | 20,805 per assigned Staff | 151,877 7.30 |
| Volunteer Program | 7,658 Per Entity Allocation | 3,829 0.5 |
| Medic Program | Medic FTE/Defib Basis | 21,251 3.0 |
| Battalion Chief Support | 75,164 .27 FTE per Station | 75,164 1.0 |
| Fleet Support | 54,970 per Fire Suppression Equip | 54,970 1.0 |
| ECC Support | Cells/Station Basis | 107,230 |
| Comm TT Support | Cells/Station Basis | 182,245 |
| Hazmat Support | 18,958 |
| SUPPORT SERVICES SUBTOTAL | 615,524 |

**FIRE ENGINE USE AGREEMENT (E101)**

| 27,104 each engine | 27,104 1 |

**TOTAL STAFF COUNT**

| 7.30 |

**ESTIMATED SUBTOTAL STA 101**

<p>| Administrative &amp; Operational Services | Procurement | Emergency Services | Fire Fighting Equip. | Office Supplies/Equip. | 7.0 Assigned Staff Sta 101 |
| Training | ** | ** | ** | ** | ** |
| Data Processing | | | | | |
| Accounting | | | | | |
| Personnel | | | | | |
| Finance | | | | | | 0.30 Battalion Chief Support Sta 101 |
| | | | | | ** 7.30 Total Assigned Staff Sta 101 |
| | | | | | 1.00 Fire Stations Sta 101 |
| | | | | | 2.007 Number of Calls Sta 101 |
| | | | | | 2 Assigned Medic FTE |
| | | | | | 1 Monitors/Defibs |
| | | | | | 1.00 Hazmat Stations Sta 101 |
| | | | | | 1.1 Number of Hazmat Calls Sta 101 |</p>
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<tr>
<td>Medic Truck</td>
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<td>468,855</td>
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(*3 FC - PCA 37134)

**ESTIMATED SUPPORT SERVICES**

<table>
<thead>
<tr>
<th>Service Description</th>
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<td>Volunteer Program</td>
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<td>Battalion Chief Support</td>
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SUPPORT SERVICES SUBTOTAL

| FIRE ENGINE USE AGREEMENT (E90)       | 27,104     | each engine |

TOTAL STAFF COUNT

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ESTIMATED SUBTOTAL STA 90

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<td>Office Supplies/Equip.</td>
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</tbody>
</table>

ESTIMATED DIRECT CHARGES

| NET ESTIMATED CITY BUDGET | 20,406 |

CITY OF PERRIS
Email: "AU"
Page 5 of 7
Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 16/17 ESTIMATED POSITION SALARIES TOP STEP

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<th>Position</th>
<th>Salary</th>
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FY 16/17 DIRECT BILL ACCOUNT CODES

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EXHIBIT “C”

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF PERRIS
DATED NOVEMBER 9, 2015

PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT

Station 1
Engine E01, RCO No. 10-801 $27,104.00

Station 90
Engine E90, RCO No. 06-809 $27,104.00

$54,208.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of insurance is to be provided to the COUNTY.

Exhibit “C”
CITY OF PERRIS
Page 1 of 2
The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, survey the old fire engine(s).

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is $506,625.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: December 8, 2015

SUBJECT: Annexation of portions of APN 302-020-030 and 302-020-031 into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 20
Project: Industrial Building for Distribution purposes
Owner: 60 Knox Partnership

REQUESTED ACTION: Adopt a Resolution of Intention to Annex Territory to CFD 2001-3

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

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

The property owner 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 January 12, 2016 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 for Fiscal Year 2015-16 is $323.40 for Single-Family Residential Units, $64.68 for Multi-Family Residential Units, and $1,293.60 per Acre for Non-Residential Parcels. For each subsequent fiscal year following Fiscal Year 2016-2017, the Maximum Special Tax may be increased by an amount not to exceed two percent (2.00%) per year.

BUDGET / 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, Wiildan Financial Services

City Attorney:
Asst. City Manager: 

Consent: December 8, 2015
Resolution No. ____


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

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

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

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

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

WHEREAS, the Council has duly considered the admissibility and necessity of instituting proceedings to annex the Property to the District under and pursuant to the terms and conditions and provisions of Article 3.5 of the Act, commencing with Government Code Section 53339; and
WHEREAS, the Council has determined to institute proceedings for the annexation of such Property to the District, and has determined to (a) set forth the boundaries of the territory which is proposed for annexation to the District, (b) state the public services to be provided in and for the Property, (c) specify the special taxes to be levied with the Property, and (d) set a date, time and place for a public hearing relating to the annexation of the Property to the District and the levy of special tax therein to pay for such public facilities.

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

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

Section 2. It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled “Annexation Map No. 20 to Community Facilities District No. 2001-3 (North Perris Public Safety)” that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit “B”. The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

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

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

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

Section 5. Notice is hereby given that on the 12th day of January 2016, 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 December, 2015.

Mayor, Daryl R. Busch

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 8th day of December, 2015, by the following called vote:

AYES: ____________________________________________
NOES: ___________________________________________
ABSENT: _________________________________________
ABSTAIN: ________________________________________

City Clerk, Nancy Salazar
Exhibit A

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

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A. BASIS OF SPECIAL TAX LEVY

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

B. DEFINITIONS


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

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

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

Base Year means Fiscal Year ending June 30, 2006.

City means the City of Perris, California.

Council means the City Council of the City of Perris as the legislative body for the District under the Act.
Resolution No. ________

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

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

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

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

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

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

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

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

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

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

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

**Non-Residential Parcel** means a Developed Parcel for which a building permit(s) was issued for private non-residential use. Non-Residential Parcels do not include Parcels that are intended to be, (1) publicly owned or owned by a regulated public utility, or (2) assigned minimal value or is normally exempt from the levy of general *ad valorem* property taxes under California law, including homeowners association property, public utility, public streets; schools; parks; and public drainage ways, public landscaping, greenbelts, and public open space.
Parcel means a lot or parcel shown on an assessor’s parcel map with an assigned assessor’s parcel number located in the District based on the last equalized tax rolls of the County.

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

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

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

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

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

C. Duration of the Special Tax

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

D. Assignment of Maximum Special Taxes

1. Classification of Parcels

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

2. Maximum Special Tax Rates

<table>
<thead>
<tr>
<th>Tax Status</th>
<th>Base Year Maximum Special Tax Rate</th>
<th>Tax Levy Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential Unit</td>
<td>$265.30</td>
<td>Per Unit</td>
</tr>
<tr>
<td>Multi-Family Residential Unit</td>
<td>$53.06</td>
<td>Per Unit</td>
</tr>
<tr>
<td>Non-Residential Parcel</td>
<td>$1,061.21</td>
<td>Per Acre</td>
</tr>
</tbody>
</table>
Resolution No. ______

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

E. SETTING THE ANNUAL SPECIAL TAX LEVY

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

1. Compute the Annual Costs using the definitions in Section A.

2. Calculate the available special tax revenues by taxing each Parcel of Taxable Property at 100.00% of its Maximum Special Tax. If revenues are greater than the Annual Costs, reduce the tax proportionately against all Parcels until the tax levy is set at an amount sufficient to cover Annual Costs.

3. Levy on each Parcel of Taxable Property the amount calculated above. No Special Tax shall be levied on Exempt Parcels.

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

F. ADMINISTRATIVE CHANGES AND APPEALS

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

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

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

G. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes; provided; however, the City or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary to meet its financial obligation.
Resolution No. ________

Exhibit B

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, ANNEXATION NO. 20

BOUNDARY MAP

[See Attached]
### CITYCOUNCIL
### AGENDA SUBMITTAL

**Meeting Date:** December 8, 2015

**SUBJECT:** Extension of Time No. 15-05179 for Tentative Tract Map 33193, located at the southwest corner of Metz Road and De Lines Drive. Applicant: Eugene Hamood

**REQUESTED ACTION:** APPROVE a one (1) year Extension of Time (EOT 15-05179) for Tract Map 33193, until August 30, 2016, to subdivide 9.69 acres into 24 residential lots for single family residential development.

**CONTACT:** Clara Miramontes, Director of Development Services

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**BACKGROUND/DISCUSSION:**

On August 30, 2005, the City of Perris City Council approved Tentative Tract Map 33193 (04-0614) to subdivide 9.69 acres of vacant land into 24 single family home lots located on the southwest corner of Metz Road and De Lines Drive (APN: 311-080-009, 010, 011, and 012), with the average lot size of 17,000 sq. ft.

On August 28, 2007, the City of Perris City Council approved an extension of time (07-07-0016) for the first of allowable six extensions for Tentative Tract Map 33193. The applicant is now requesting the City Council approve a second extension.

Due to market conditions, the applicant requests an extension of time, as permitted by the Subdivision Map Act. If approved, Tentative Tract Map 33193 will expire August 30, 2016. If the subject map is not recorded prior to that date, a new extension request must be filed and approved by the City Council.

**FISCAL IMPACT:** Cost for staff preparation of this item, cost of construction and payment of impact fees are covered by the applicant.

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**PREPARED BY:** Ilene Lundfelt, Associate Planner

**City Attorney:** N/A

**Assistant City Manager:** Ron Carr

**Attachments:** Tentative Tract Map 33193, Planning and Engineering Conditions of Approval

**Consent:** December 8, 2015
CITY OF PERRIS
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION

CONDITIONS OF APPROVAL
Revised at Planning Commission August 3, 2005

TENTATIVE TRACT MAP 33193

Tentative Tract Map 04-0614

August 3, 2005

PROJECT: Tentative Tract Map to subdivide 9.69 acres of vacant land into a 23-single family lot subdivision in the R4 and R7 Zones and a 0.29-acre detention basin proposed on Lot C located on the southwest corner of Metz Road and De Lines Drive. The proposed tract map also includes a total street dedication of 0.65-acres for interior streets, Rockledge Lane, street alignment with Shana Court, and street improvements on Metz Road, Rockledge Lane, and proposed local streets (“A” and “B” Streets). Applicant: Madison FCS, Incorporated

1. Approval Period. In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Planning Division at least thirty (30) days prior to the expiration of Tentative Map approval.

2. Final Map Submittal. A final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer.

3. City Codes. The project shall comply with all disabled access requirements of the American with Disabilities Act and title 24 of the State Code, and all local requirements of the City of Perris Municipal Code Titles 18 and 19, including R4 and R7 zoning development standards. Any deviation shall require the appropriate Planning Division review and approval.

4. City Engineer. The proposed project shall adhere to the requirements of the City Engineer as indicated in the in the Conditions of Approval dated March 17, 2005.

5. School District. The proposed project shall adhere to the standard requirements and mitigation fees established by the Perris Elementary School District and Perris High School District.
6. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans.

7. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 14, and Federal Americans with Disabilities Act (ADA).

8. **Southern California Edison.** Prior to issuance of building permits, the applicant shall contact the area service planner (951 928-8323, Art Alvarado) for Southern California Edison (SCE) to complete the required forms prior to commencement of construction.

9. **Residential Use and Development Restrictions.** Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any construction trailer or sales office shall require separate review and approval by the City. Any deviation shall require the appropriate Planning Division review and approval.

10. **Perris Valley Airport Influence Area.** The project is located within the Perris Valley Airport Influence Area and shall, therefore, comply with the following measures:

   A. The project shall provide an executed avigation easement to the Perris Valley Airport prior to final map recordation. The applicant shall grant to the City of Perris and to the Perris Valley Airport an avigation easement in the form and manner approved by the City Attorney (form may be obtained from the Planning Division), and shall cause such easement to be duly recorded in the office of the County Recorder. The applicant shall provide full disclosure of the Avigation Easement prior to the sale of the building.

   B. Any model home complex used in conjunction with the sale of homes shall prominently identify the location of the Perris Valley Airport on an aerial photo clearly visible to prospective buyers within the model home complex sales office. The model home complex shall also display a “Notice of Airport in Vicinity” disclosure in an area clearly visible and in a manner that is clearly legible to prospective buyers.

   **NOTICE OF AIRPORT IN VICINITY**

   "This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyance, if any are associated with the property before you complete your purchase and determine whether they are acceptable..."
to you.

C. Buyers shall also be provided the “Notice of Airport in Vicinity” disclosure at the time of closing for the purchase of a home or residential lot.

11. Disclosure Statements – Perris Valley Airport. Developer shall include a disclosure on the final map indicating that the project is located within the Perris Valley Airport operations influence area.

12. Required Approvals. Prior to recordation of the Final Map, the developer shall obtain the following clearances or approvals:

   a. Verification from the Planning Division that all pertinent conditions of approval have been met, as mandated by the Perris Municipal Code;

   b. Planning Commission approval of all proposed street names; and,

   c. Any other required approval from an outside agency.

13. Plans and CC&Rs. Prior to recordation of the Final Map, the developer shall submit and obtain approvals on the following items:

   a. Public improvement plans to the City Engineer. These plans shall include but not be limited to street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18.

   b. Any Covenants, Conditions, and Restrictions (CC&Rs) to the Planning Division and the City Attorney’s office. Approved CC&Rs shall be recorded with the final map.

   c. Grading plans to the City Engineer, demonstrating compliance with National Pollution Discharge Elimination System requirements. The plans shall include a Storm Water Pollution Prevention Plan detailing water quality management controls and identifying Best Management Practices (BMPs) to control pollutant runoff. The applicant shall identify measures specified in Supplement A of the Riverside County Drainage Area Management Plans New Development Guidelines or other equally effective standards for implementing project BMPs, assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.

14. Water Resources Control Board. Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number.

15. Graffiti. Graffiti located on site shall be removed within 72 hours. The site shall be maintained in a graffiti-free state at all times.
16. **Utilities.** All utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.

17. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division.

18. **Window Treatments.** All units abutting a public street, tract boundary, or a downhill slope having an elevation change in excess of 20 feet shall provide for window treatment 360 degree around the dwelling.

19. **Spark Arresters.** Spark arresters shall be provided for each unit and shall be screened by sheet metal enclosures, or other material acceptable to the City Building Official, and painted to match the main stucco building color.

20. **Energy Conservation.** To improve local air quality, the applicant is encouraged to incorporate any or all of the following energy-conservation features into the project:

- Low NOx water heaters per specifications in the Air Quality Attainment Plan;
- Heat transfer modules in furnaces;
- Light colored water-based paint and roofing materials;
- Passive solar cooling/heating; and,
- Energy efficient appliances and lighting.

21. **Tract Identification.** Decorative project theme walls shall be installed on lot corner ends (5 feet from property line) of Lots 7 and 13 designated on Metz Road. Theme walls shall not be installed on the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division.

22. **Unit Identification.** Each unit in the tract shall include a lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Planning Division.

23. **Administrative Development Plan Review.** Prior to issuance of building permits, the applicant shall obtain approval of an Administrative Development Plan Review (ADPR) for the review of building architecture, unit plotting, conceptual landscape and fencing of all production units within the tract. The applicant shall also include at least one single-story product type which shall be plotted on corners and at regular intervals throughout the tract (i.e., every fourth or fifth unit). Side entry garages are encouraged and shall be incorporated as feasible and as approved through the development plan review process. Also, the majority of units in the tract (other than corner lots) shall locate the wider side yard and the curb-cut/driveway on the same side of the lot to allow for RV parking.
24. **Phasing.** Any Phasing Plan shall be reviewed and approved by the Community Development Department and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots. A phasing plan shall be submitted with the Administrative Development Plan Review application.

25. **Assessment Districts.** Prior to recordation of the Final Map, the developer shall post an adequate maintenance performance bond to be retained by the City as required, and annex into the following maintenance districts:

   a. The Landscape Maintenance District
   b. The Street Lighting Maintenance District
   c. The Flood Control Maintenance District
   d. The Park Maintenance District
   e. The future Public Safety/Parks Community Facilities District
   f. The future Street Maintenance Community Facilities District

26. **Landscaping.** Three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect. The location, number, genus, species, and container size of the plants shall be shown. Protection shall be provided for existing landscaped areas, including trees, and be shown on the plans. Irrigation plans shall show connections to existing irrigation system for new landscape areas. Landscape and irrigation plans shall be consistent with Section 19.70 of the Perris Municipal Code. The landscaping and irrigation plans shall include:

   a. Streetscape landscaping for Metz Road, Rockledge Lane, “A” Street, and “B” Street.
   b. Typical front yard landscaping for production units with street tree treatments
   c. Fully landscaping for detention basin (Lot C) and all slopes.
   d. Landscape for project theme walls designated on Metz Road.
   e. Front and rear yard landscaping for model home units.

27. **Landscape Inspections.** The project applicant shall be aware and inform the on-site project or construction manager and the landscape contractor of their responsibility to call for landscape inspections. A minimum of three (3) landscape inspections are required in the following order, and the landscape inspection card shall be signed by the City’s landscape inspector to signify approval at the following stages of landscape installation:

   a. At installation of irrigation equipment, when the trenches are still open;
   b. After soil preparation, when plant materials are positioned and ready to plant; and,
   c. At final inspection, when all plant materials are installed and the irrigation system is fully operational.
28. **Walls and Fences.** A wall and fencing plan shall be submitted for review and approval to the Planning Division. The plan shall include a site plan, elevations, and construction details for all proposed fencing and walls. The wall and fencing plan shall be included with the landscape plan check application submittal. Wall and fencing required on site consists of:

a. Six-foot high, decorative block wall (split face or slump stone) installed along street side yards, and at block end and reverse corner situations. Stone veneer pilasters with rolled stone cap shall be installed at all block ends and meeting points.

b. The detention basin shall be enclosed with 6-foot decorative block wall to protect the privacy of adjacent yards and view fencing (combination of decorative block wall and wrought iron) to continue along the side property lines within the front yard setback area. Location of detention basin entry gate shall be indicated on the fencing plan.

c. Decorative theme walls shall be installed on corner ends (5 feet from property line) of Lots 7 and 13 designated on Metz Road. Theme walls shall not be installed on the public right-of-way.

d. Six-foot high, *UV-protected* white vinyl fence shall be installed on all interior side and rear property lines.

29. **Detention Basin (Lot C).** The applicant has agreed to include the 0.29-acre (12,380 square feet) detention basin in the City landscape maintenance district. The applicant has been informed and is aware that by doing so, Lot C shall remain permanently as a detention basin maintained by City district and shall not be replaced into a residential lot in the future.

30. **Rock Blasting.** The applicant shall not conduct any blasting on the project site. If blasting is to occur on the project site, the applicant shall obtain appropriate Community Development Department approvals.

31. **Fees.** The developer shall pay the following fees according to the timeline noted herein:

a. Prior to the issuance of building permits, the applicant shall pay Stephen's Kangaroo Rat Mitigation Fees of $500.00 per acre;

b. Prior to the issuance of building permits, the applicant shall pay City Development Impact Fees in effect at the time of development;

c. Prior to the issuance of building permits, the applicant shall pay Multi-Species Habitat Conservation Plan fees in effect at that time;

d. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to all appropriate school districts;

e. The applicant shall pay any outstanding development processing fees.
f. The developer shall pay all development impact fees, including parks and recreation fees in accordance with Ordinance Number 953. The applicant has agreed to pay fees in lieu of park land dedication. Prior to final map recordation, the applicant shall submit to the Planning Division an appraisal report prepared by a California State General Licensed Appraiser to determine the fair market value of land (project site) and the total amount of fees to paid by the applicant.

32. **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:

a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m., on weekdays. Construction may not occur on weekends or State holidays, without prior consent of the Building Official. Non-noise generating activities (e.g., interior painting) are not subject to these restrictions.

b. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.

c. Construction routes are limited to City of Perris designated truck routes.

d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.

e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.

f. Project applicants shall provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors, to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.

g. All development projects greater than 19 single-family residential units shall apply paints using either high volume low pressure (HVLP) spray equipment or by hand application.
33. **Indemnification/Hold Harmless.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City. City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.

34. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.

35. **Property Liens.** The applicant shall pay all liens owed to the city prior to the issuance of building permits.

36. **Street Improvement Plan.** Two copies of street improvement plans shall be concurrently submitted to the Planning Division for reference purposes.

37. **Remnant Land.** Remnant land shall be granted per separate instrument (Grant Deed) to the adjacent property owners west of Tentative Tract Map No. 33193. The adjacent property’s Assessor’s Parcel Number is 311-080-004. The Grant Deed shall be recorded concurrently with the Final Map of Tract 33193. The Final Map’s recording Map Book and Page number shall be entered in the space provided for it in the Grant Deed prior to the Grant Deed recording.

38. The applicant shall have all right-of-way improvements and associated landscaping, street lighting and irrigation installed and in good working order. All right-of-way improvements shall be installed prior to the issuance of building permits.

8/30/05
APPROVAL DATE

PROJECT PLANNER
CONDITIONS OF APPROVAL

P8-839
March 17, 2005
TM 33193 (Case # P04-0614)

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the land divider 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 easements, traveled ways and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. All questions regarding the true meaning of the conditions shall be referred to the City Engineers' office.

1. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements and standards. The following drainage related conditions are the requirements of this project:

   a. Onsite drainage facilities located outside of road right-of-way if required shall be constructed within dedicated drainage easements.

   b. Drainage facilities outletting sump conditions shall be designed to convey the tributary 100-year storm flows. Additional emergency escape shall also be provided.
c. The property’s street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of water to upstream and downstream properties shall be permitted.

d. Drainage easements shall be obtained from the affected property owners for the release of concentrated or diverted storm flows onto the adjacent property. A copy of the drainage easement shall be submitted to the City for review prior to its recordation.

e. All drainage facilities with exception of nuisance drainage improvements as indicated below shall be designed to convey the 100-year storm runoff. Minimum 18” storm drain and catch basins to eliminate nuisance runoff at cross gutters shall be installed and connected to proposed lateral P-3 at the following intersections:

- Intersection of Metz Road with Rockledge Lane.
- Intersection of Delines Drive with Metz Road.

f. A detailed hydrology report and hydraulic calculation shall be submitted to the City for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties.

g. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans.

h. Lateral “P-3” as shown on adopted master plan shall be installed along Metz Road from Rockledge Lane and connected to Metz Basin including construction of crossing at “A” and installation of additional improvements within Metz Basin to convey runoff under service road and not unreasonably impact the use of basin as recreational facilities. This pipe is master planned facility and shall be reviewed and approved by Flood Control and drainage fee credit applied as determined by RCFC.
i. Delines Drive, "A" Street, and Rockledge Lane adjacent to this site shall be improved to provide for a minimum of 20' of new paving, curb and gutter located 20' from centerline (adjacent to site) within 30', 1/2-width dedicated right-of-way. The above streets on the opposite sides shall be improved with minimum of 12' of new pavement within dedicated right-of-way.

2. Lot "B" shall be improved with concrete curb, gutter, and paving located 20' from either side of centerline located within 60' full width dedicated right-of-way.

3. Metz Road along property boundary shall be improved on the south side with minimum of 30' of paving, curb, gutter located 32' south of centerline within 44', 1/2-width dedicated right-of-way. Metz Road from Delines Drive to "A" Street shall be improved to provide for 30' wide new pavement as determined by the City.

4. Street lights shall be installed along Metz Road, Delines, Rockledge Lane, and other streets as approved by City Engineer per Riverside County and Southern California Edison standards.

5. 6' wide concrete sidewalk shall be installed throughout this project.

6. This project is located within the service area of Eastern Municipal Water District for water and City of Perris for sewer services. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department and Health Department's requirements.

Prior to issuance of any permit, a detailed report shall be submitted to determine the condition and capacity of existing downstream sewer facilities including existing sewer main east of I-215. In the event this report indicates a need for sewer upgrade and improvements, the Developer shall install the improvements at no cost to the City.

7. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the landscaping, flood control and lighting districts. The developer shall maintain the landscaping for a period of one year after acceptance of these improvements and pay the 18-months advanced energy charges for street lights. All storm drain facilities including catch basins, the basin, clarifiers, and pipes shall be annexed to the Districts.
8. Existing power poles fronting this site (if any) shall be undergrounded.

9. On and off-site street, drainage, water, sewer, striping, signing, street lighting, and grading plans along with hydrology and hydraulic reports shall be submitted to City Engineer's office for review and approval.

10. Minimum street grade is 0.50%.

11. Additional pavement repair and improvements including grind and overlay within existing paved area shall be installed due to utility trenching as determined by City Engineer.

12. Proposed Lot "C" shown as basin may be utilized as a residential lot providing implementation of storm drain facilities as outlined above and compliance with Water Quality Standards.

Habib Motlagh
Habib Motlagh
City Engineer
CITY COUNCIL/DEVELOPMENT AGENCY
AGENDA SUBMITTAL

Meeting Date: December 8, 2015

SUBJECT: Copper Creek Play Equipment Replacement

REQUESTED ACTION: Approve the Purchase of replacement Play Equipment at Copper Creek Park.

CONTACT: Daryl Hartwill, Assistant Director of Public Works

BACKGROUND/DISCUSSION: The City of Perris is committed to providing its residents and the community the opportunity to enjoy their neighborhoods through the Parks and Recreations system and provide outdoor play opportunities for the youth. Playgrounds and the equipment used by children provide learning and skill development through exercise and coordination.

The playground equipment at Copper Creek Park was removed in late 2014 due to the unsafe and detrimental condition of the structures on site. The equipment removed had been in place for nearly 20 years and over time and exposure to the elements, the equipment began to rust and lose its integrity. At this time the City has an opportunity to replace the play equipment at a reduced impact through a grant that is available through Game Time and Great Western Park and Playground.

BUDGET (or FISCAL) IMPACT:

The budgetary impact for the replacement of the play equipment will not exceed $70,000 with approximately $18,000 coming from grant provide by Game Time.

Reviewed by:

City Attorney
Assistant City Manager

Attachments: Photographs

Consent:
SUBJECT: RBBD Improvement Credit/Reimbursement Agreement with Stratford Ranch, LLC (IDI Gazeley) for improvements required for DPR 11-12-0004 located west of Redlands Avenue between Ramona Expressway and the northerly City limits

REQUESTED ACTION: That the City Council approve and authorize the City Manager to execute the Agreement in a form approved by the City Attorney

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION:

In 2008 the City Council established the North Perris Road and Bridge Benefit District (the "RBBD") to fund certain infrastructure improvements generally in the North Perris Specific Plan area. City Resolution No. 4157 establishes a fee schedule so that developers within the RBBD pay for their fair share of the costs of constructing improvements that help mitigate the traffic impacts and burdens on arterials and streets within the RBBD. The RBBD Fees are based on the North Perris Road and Bridge Benefit District Analysis Report dated June 12, 2008 ("Report"), and generally replace the combined DIF and TUMF fees that would otherwise apply.

Similar to the DIF and TUMF programs, the RBBD program allows for credits and reimbursements for developers who construct improvements identified in the Report. Credits and reimbursements are administered by the City.

Stratford Ranch Investors, Inc. ("Developer") received entitlements to construct approximately 1.7 million square feet of industrial space in two buildings on about 90 acres of real property located west of Redlands Avenue between Ramona Expressway and the northern city limits. Among other conditions of development, the Developer is required to construct street and other improvements along Redlands Avenue and Harley Knox Boulevard to alleviate traffic impacts. Some of these improvements are identified in the Report and are eligible for RBBD credit and/or reimbursement. The developer's total RBBD Fee obligation is approximately $13 million. The improvements to be constructed by developer are eligible under the RBBD program for a credit up to approximately $8.3 million. The developer will be required to pay the remaining RBBD Fees of approximately $4.7 million. The exact amount of the credit will be reconciled after completion of the improvements when actual costs are known.

On April 30, 2013, the City Council approved an RBBD agreement with the Developer. That agreement was never executed, and the property and project were sold to the new owner, Stratford Ranch LLC, (IDI Gazeley). The attached agreement is identical to the 2013 agreement except for the new owner.

The attached agreement is modeled after the TUMF, DIF, and RBBD credit/reimbursement agreements previously approved by the City. The agreement is attached in draft form, and minor text changes to the draft and exhibits will likely be required following final review by the Developer and the City Engineer's office. If the City Council approves the agreement, the City Attorney's office will incorporate any minor changes and finalize the
agreement for execution. If any substantive changes are required, the agreement will be brought back to the City Council for further consideration.
BUDGET (or FISCAL) IMPACT:

None to the City. The agreement implements the credits authorized under the RBBD Program.

Reviewed by:

City Attorney  X  
Assistant City Manager  

Attachments: RBBD Program Improvement Credit/Reimbursement Agreement

Consent: X
Public Hearing:
Business Item:
Other:
IMPROVEMENT CREDIT / REIMBURSEMENT AGREEMENT

NORTH PERRIS ROAD AND BRIDGE BENEFIT DISTRICT FEE PROGRAM

This IMPROVEMENT AND CREDIT AGREEMENT ("Agreement") is entered into this ___ day of _____________, 2013, by and between the CITY OF PERRIS, a California municipal corporation ("City"), and STRATFORD RANCH, LLC, a Delaware limited liability company and STRATFORD RANCH 1, LLC, a Delaware limited liability company (collectively "Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer, is the owner of approximately 86.9 acres of unimproved real property located west of Redlands Avenue between Ramona Expressway and the Northerly City limits in the City of Perris, County of Riverside, State of California and more specifically described in the legal description set forth in Exhibit "A" attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has obtained from City certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as DPR 11-12-0004, EIR 11-09-0016, SPA 11-12-0005, and GPA 12-02-0001 ("Project");

WHEREAS, as a condition to City's approval of the Project, City has required Developer to construct certain portions of Redlands Avenue and Harley Knox Boulevard improvements (the "Improvements") as described in the conditions of approval for the Project.

WHEREAS, pursuant to Section 66484 of the California Government Code, Chapter 18.32 of the Perris Municipal Code, and City Resolution No. 4157 (as amended), the City of Perris requires Developer to pay the North Perris Road and Bridge Benefit District Fees ("RBBD Fees") which covers the Developer's fair share of the costs to construct transportation improvements that help mitigate the traffic impacts and burdens on arterials and streets within the North Perris Road and Bridge Benefit District Area ("District") generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the arterials and street within the District;

WHEREAS, the Improvements are also identified in the North Perris Road and Bridge Benefit District (NPRBBD) program as transportation improvements that are to be funded with the funds collected under the RBBD Fees, as described in the NPRBBD Analysis Report dated June 12, 2008 ("Report"); and

WHEREAS, City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely construction and completion of the Improvements, (2) to ensure that construction of the Improvements is undertaken in accordance with the plans and specifications as approved by City, (3) to provide a means by which the
Developer’s costs for construction of the Improvements is offset against Developer’s obligation to pay the applicable RBBD Fees for the Project in accordance with the Report and applicable RBBD rules adopted by City, and (4) to provide a means for Developer to be reimbursed to the extent the actual and authorized costs for construction of the Improvements exceeds Developer’s RBBD Fees obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of Improvements. Developer shall construct or have constructed, at its own cost and expense, the Improvements in accordance with plans and specifications which will be prepared by or on behalf of Developer and approved by City. Developer shall provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the Improvements until all plans and specifications for the Improvements ("Plans and Specifications") have been submitted to and approved by City.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost and expense, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Improvements and performance of Developer’s obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. Developer shall ensure that the construction of the Improvements is undertaken as if such Improvements were constructed under the direction and authority of City. Thus, without limitation, Developer shall comply with all of the following requirements with respect to the construction of the Improvements:

(a) Developer shall obtain bids for the construction of the Improvements, in conformance with the standard procedures and requirements of City with respect to its public works projects, or in a manner which is approved by the City Engineer.

(b) The contract or contracts for the construction of the Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the Improvements.
(c) Developer shall require, and the specifications and bid and contract documents shall require, all contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise directed by the City Engineer.

(d) All contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Improvements which they will construct in conformance with Section 13.0 of this Agreement.

2.4 Compliance With Plans and Specifications. The Improvements shall be completed in accordance with the Plans and Specifications as approved by City.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. All work shall be done and the Improvements completed as shown on the Plans and Specifications, and any subsequent alterations thereto mutually agreed upon by City and Developer. If Developer desires to make any alterations to the Plans and Specifications, it shall provide written notice to City of such proposed alterations. City shall have five (5) business days after receipt of such written notice to approve or disapprove such alterations, which approval shall not be unreasonably withheld, conditioned or delayed. If City fails to provide written notice to Developer of its approval or disapproval of the alterations within such five (5) business day period, City will be deemed to have disapproved such alterations to the Plans and Specifications. Any and all alterations in the Plans and Specifications and the Improvements to be completed may be accomplished without first giving prior notice thereof to Developer’s surety for this Agreement.

3.0 Maintenance of Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City approves and accepts them. City shall exercise no control over the Improvements until accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City’s acceptance of the Improvements. Developer shall maintain all of the Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. It shall be Developer’s responsibility to initiate all maintenance work, but if it shall fail to do so, it
shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance, except to the extent such damage or injury is caused by the negligence or willful misconduct of City, its elected officials, employees and/or agents.

4.0 Fees and Charges. Developer shall, at its sole cost and expense, pay all fees, charges, and taxes arising out of the construction of the Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by City.

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

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 3115 and 3116 of the Civil Code with respect to the Improvements, Developer shall provide to City such evidence or proof as City shall reasonably require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to City a title insurance policy or other security reasonably acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of Improvements: As-Built or Record Drawings. If the Improvements are completed by Developer in accordance with the Plans and Specifications, City shall be authorized to accept the Improvements. City may, in its reasonable discretion, accept fully completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements. Upon the total or partial acceptance of the Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Improvements in accordance with California Civil Code section 3093 (“Notice of Completion”), at which time the accepted Improvements shall become the sole and exclusive property of City without any payment therefor. Notwithstanding the foregoing, City may not accept any Improvements unless and until Developer provides one (1) set of “as-built” or record drawings or plans to the City for all such Improvements. The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein.

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

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

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation or code, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

10.2 Failure to Remedy; City/County Action. If the work required to remedy the noticed default or violation is not commenced within the time required under Section 10.1 of this Agreement and diligently prosecuted to completion, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its reasonable discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost and expense of Developer and its surety, without the necessity of giving any further notice to Developer or surety. In the event City elects to complete or arrange for completion of the remaining work and the Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.
10.3 Other Remedies. No action by City pursuant to this Section 10.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies, and City may institute an action for actual damages (excluding consequential, special or punitive damages), injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the Improvements, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs (the "Estimated Costs") to construct the Improvements, as determined by City after Developer has awarded a contract for the construction of the Improvements in accordance with this Agreement. The Estimated Costs are set forth on Exhibit "B" attached hereto and incorporated herein by this reference. If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in an amount requested by City. Developer’s compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer’s indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the Warranty of the Improvements, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its reasonable discretion, partially release a portion or portions of the security provided under this section as the Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than twenty percent (20%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section shall be released by City six (6) months after the date City accepts the Improvements.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys’ fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this
Agreement, the Improvements, or the Plans and Specifications shall in any way affect its obligation on the Security.

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

12.0 **Indemnification.** Developer shall defend, indemnify, and hold harmless City, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, directly attributable to and caused solely and exclusively by the gross negligence or willful misconduct of Developer in connection with Developer’s performance of this Agreement (“Claims”). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys’ fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer’s obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

13.0 **Insurance.** [Subject to review by City’s Risk Manager]

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

13.1.1 **General Liability.** Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 **Business Automobile Liability.** Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 **Workers’ Compensation.** Workers’ compensation insurance with limits as required by the Labor Code of the State of California and employers’ liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, at all times during which insured retains employees.
13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars ($2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Improvements. Such insurance shall be endorsed to include contractual liability.

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

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers’ compensation insurance, shall name City as an additional insured with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, or agents.

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

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

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

13.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least “A” and FSC-VIII.
14.0 **RBBD Fees Credit.** [All fees and credits subject to verification by City.]

14.1 **Developer's RBBD Fees Obligation.** Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to City for the RBBD Fees for the Project is estimated to be Twelve Million Nine Hundred Eighty Three Thousand Six Hundred Thirty Dollars ($12,983,630) (“Estimated RBBD Fees Obligation”) based upon development of the maximum square feet of building floor area allowed as provided for in the approvals of the Project. The estimated RBBD Fee Obligation shall be subject to adjustment based on the actual square feet of building floor area to be developed on the Property. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop City from adjusting the RBBD Fees in accordance with City’s Ordinance No. 1243. In addition, Developer agrees and acknowledges that Developer’s final RBBD Fees Obligation for the Project shall be calculated at the time provided in and in accordance with the provisions of City RBBD ordinances and or resolutions in effect at such time.

14.2 **Credit Offset Against RBBD Fees Obligation.** In consideration for Developer's obligation under this Agreement to construct the Improvements, a credit estimated to be Eight Million Three Hundred Thirteen Thousand Two Hundred Sixty Seven Dollars ($8,313,267) (“Estimated Credit”) shall be applied by City to offset the RBBD Fee Obligation. The Estimated Credit shall be subject to adjustment and reconciliation under Section 14.3 of this Agreement. Developer hereby agrees that the amount of the Estimated Credit shall be applied after Developer has awarded a contract for construction of the Improvements to the lowest responsible bidder in accordance with this Agreement. The amount of the Estimated Credit shall be equal to the lesser of (A) the bid amount set forth in the contract awarded to the lowest responsible bidder plus the related allowable eligible costs not subject to bid, or (B) the unit cost assumptions for the Improvements in effect at the time of the contract award, as such assumptions are identified and determined in the Report. The remaining Estimated RBBD Fees Obligation to be paid by Developer to City on or before the issuance of building permits for the Project will be the amount of the total Estimated RBBD Fees Obligation minus the amount of the Estimated Credit, and is estimated to be Four Million Six Hundred Seventy Five Thousand Three Hundred Sixty Four Dollars ($4,670,364).

14.3 **Reconciliation; Final Offset Against RBBD Fees Obligation.** Upon acceptance of the Improvements by City, Developer shall submit to the City Engineer such information as the City Engineer may require to calculate the total actual costs incurred by Developer in constructing the Improvements (“Verified Costs”). Such information shall include but not be limited to the documentation listed in Exhibit “D” attached hereto. The actual amount of Credit that shall be applied by City to offset the RBBD Fees Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the Improvements as determined in accordance with Section 14.2 of this Agreement (collectively “Actual Credit”). If the Actual Credit is less than the Estimated Credit, Developer shall pay the balance to City to fully satisfy Developer's RBBD Fees Obligation. If the Actual Credit exceeds the Estimated Credit, City shall refund the balance to Developer.

15.0 **Miscellaneous.**
15.1 Assignment. Developer may assign all or a portion of its rights and obligations pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property, provided that City hereby agrees that a copy of the deed or conveyance document shall be sufficient proof. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement in the form attached hereto as Exhibit “E”.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer’s contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

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

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

To

City of Perris
Attn: City Manager
101 North “D” Street
Perris, CA 92570
Fax No. (951)943-4246

To

Developer:
Stratford Ranch, LLC
Stratford Ranch I, LLC
Attn: Alan Sharp
26632 Towne Centre Drive, Suite 320
Foothill Ranch, CA 92610
Fax No. (949) 614-8230

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

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.
15.7 **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

15.9 **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

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

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

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

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

15.15 *Counterparts.* This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.16 *Entire Agreement.* This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:
Stratford Ranch, LLC, a Delaware limited liability company

By: __________________________
Name: __________________________
Its: Manager

Stratford Ranch I, LLC, a Delaware limited liability company

By: __________________________
Name: __________________________
Its: Manager

LANDOWNER:

Markham Business Center East, LLC, a Delaware limited liability company

By: __________________________
Name: __________________________
Its: Manager

City:

City of Perris, a California municipal corporation

By: __________________________
Richard Belmudez
Its: City Manager

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Eric L. Dunn
City Attorney
EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACHED BEHIND THIS PAGE]
EXHIBIT "B"

ESTIMATED COSTS

DPR 11-12-0004

[ATTACHED BEHIND THIS PAGE]
DPR 11-12-0004 Stratford Ranch Industrial

Maximum Project total square feet of industrial buildings:

Building 1 & Building 2: 1,712,880 SF

Estimated Project RBBD fee obligation:

Maximum Total building size: 1,712,880 SF

\[
\times \$7.58 \text{ per SF} = \$12,983,630
\]

Redlands Avenue and Harley Knox Blvd. facilities included in the RBBD Program:

<table>
<thead>
<tr>
<th>Facility Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Redlands Avenue</td>
<td>$4,399,850</td>
</tr>
<tr>
<td>Harley Knox Blvd.</td>
<td>$3,511,575</td>
</tr>
<tr>
<td>Harley Knox/Redlands Traffic Signal (New)</td>
<td>$290,000</td>
</tr>
<tr>
<td>Harley Knox/Perris Traffic Signal (Mod.)</td>
<td>$290,000</td>
</tr>
<tr>
<td>Redlands/Ramona Traffic Signal (Mod.)</td>
<td>$290,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,781,423</strong></td>
</tr>
</tbody>
</table>

**EXHIBIT B-2**

Perris -- Stratford Ranch RBBD Credit Reimbursement Agreement
EXHIBIT "C"

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]
BOND NO. ____________________________
INITIAL PREMIUM: ____________________________
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS the City of Perris has executed an agreement with ____________________________, (hereinafter “Developer”), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the “Work”);

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Improvement and Credit Agreement dated ____________________________, (hereinafter the “Agreement”); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, ____________________________, as Principal and ____________________________, a corporation organized and existing under the laws of the State of ____________________________, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Perris in the sum of ____________________________ ($__________), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

EXHIBIT C-2

Perris -- Stratford Ranch RBBD Credit_Reimbursement Agreement
The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ___ day on ______________________, 2011.

___________________________________________
Principal

By: _______________________________________
    President

___________________________________________
Surety

By: _______________________________________
    Attorney-in-Fact

STATE OF CALIFORNIA                         )
                                          )
COUNTY OF ____________                     ) ss.

On this ___ day of ________________________, in the year ______, before me, ________________________________________, a Notary Public in and for said state, personally appeared ________________________________________, known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the ________________________________________ (surety) and acknowledged to me that he subscribed the name of the ________________________________________ (surety) thereto and his own name as Attorney-in-Fact.

___________________________________________
Notary Public in and for said State

(SEAL)

My Commission Expires _____________
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ___________________________, certify that I am the ____________ Secretary of the corporation named as principal in the attached bond, that ___________________________ who signed the said bond on behalf of the principal was then ___________________________ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

______________________________
Signature

______________________________
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.
LABOR & MATERIAL BOND

WHEREAS the City of Perris has executed an agreement with ________________, (hereinafter “Developer”), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter “Work”);

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Improvement and Credit Agreement dated ________________________, (hereinafter the “Agreement”); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney’s fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, ________________, as Principal and ________________, a corporation organized and existing under the laws of the State of ________________, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Perris and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of ________________________ ($_____________), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his
subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 3110, 3111, 3112 and 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ___ day on ____________________, 2011.

______________________________
Principal

By: ____________________________
    President

______________________________
Surety

By: ____________________________
    Attorney-in-Fact
STATE OF CALIFORNIA  

COUNTY OF ____________

On this ___ day of __________________, in the year __________, before me, ________________________________, a Notary Public in and for said state, personally appeared ________________________________, known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the ________________________________ (surety) and acknowledged to me that he subscribed the name of the ________________________________ (surety) thereto and his own name as Attorney-in-Fact.

________________________
Notary Public in and for said State

(SEAL)

My Commission Expires ____________
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ________________________, certify that I am the ________________________ Secretary of the corporation named as principal in the attached bond, that ________________________ who signed the said bond on behalf of the principal was then ________________________ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)  

______________________________  
Signature

______________________________  
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.
EXHIBIT "D"

DOCUMENTATION TO BE PROVIDED TO CITY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist City in determining the Construction Costs for a completed NPRBBD Improvement, Developer shall provide the following documents to City:

1. Plans, specifications and Developer's civil engineer's cost estimate;

2. List of bidders from whom bids were requested;

3. Construction schedules and progress reports;

4. Contracts, insurance certificates and change orders with each contractor or vendor;

5. Invoices received from all vendors;

6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);

7. Spreadsheet showing total costs incurred in and related to the construction of each NPRBBD Improvement and the check number for each item of cost and invoice;

8. Final lien releases from each contractor and vendor; and

9. Such further documentation as may be reasonably required by City to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT D-1

Perris – Stratford Ranch RBBD Credit_Reimbursement Agreement
EXHIBIT "E"

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made as of the _____ day of __________, ______ by: (i) STRATFORD RANCH, LLC, a Delaware limited liability company and STRATFORD RANCH 1 LLC, a Delaware limited liability company (collectively "Assignor"), and (ii) ___________________________ ("Assignee").

RECITALS

A. Concurrently with the execution and delivery hereof, pursuant to a certain Agreement of Purchase and Sale dated __________, __________ (the "Purchase Agreement") between Assignor and Assignee, Assignor is conveying to Assignee all of Assignor's right, title and interest in and to the real property described on Exhibit A attached hereto and made a part hereof (the "Property").

B. It is the desire of Assignor to hereby sell, assign, transfer, convey, set-over and deliver to Assignee all of Assignor's right, title and interest in and to that certain Improvement Credit / Reimbursement Agreement between Assignor, as Developer, and the City of Perris, a California municipal corporation, dated as of __________, 2013 (the "Agreement").

AGREEMENT

1. Subject to the terms of the Purchase Agreement, Assignor does hereby sell, assign, transfer, set-over and deliver unto Assignee, its successors and assigns, all right, title and interest of Assignor in and to the Agreement.

2. Assignee accepts the foregoing assignment and assumes and agrees to be bound by and to perform and observe all of the obligations, covenants, terms and conditions to be performed or observed under the Agreement arising on or after the date hereof. Assignee further agrees to indemnify Assignor and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including, without limitation, attorneys' fees and expenses) asserted against or incurred by Assignor by reason of or arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions assumed by Assignee hereunder arising in connection with the Agreement and related to the period on or after the date hereof.

3. This Assignment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Assignment.

EXHIBIT E-1

Perris -- Stratford Ranch RBBD Credit,Reimbursement Agreement
IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption to be executed as of the date first written above.

Assignor:

Stratford Ranch, LLC, a Delaware limited liability company

By: ____________________________
Name: __________________________
Its: Manager

Stratford Ranch I, LLC, a Delaware limited liability company

By: ____________________________
Name: __________________________
Its: Manager

LANDOWNER:

Markham Business Center East, LLC, a Delaware limited liability company

By: ____________________________
Name: __________________________
Its: Manager

Assignee:

______________________________

By: ____________________________
Name: __________________________
Title: __________________________

EXHIBIT E-2
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: December 8, 2015

SUBJECT: Final Parcel Map 36462 (FPM 14-08-0009) — Final Map to subdivide 96 acres into two lots for industrial warehouse development at the northwest corner of Rider Street and Indian Avenue. Applicant: Johnny Murad, PE, QSD/P, Huitz-Zollars, Inc.

REQUESTED ACTION: Approval of Final Parcel Map 36462

CONTACT: Clara Miramontes, Development Services Director

BACKGROUND/DISCUSSION:

Tentative Parcel Map 36462 was approved by City Council on January 16, 2013 for the subdivision of 96 acres into two lots for industrial development. Previously, on August 25, 2009, the City Council certified the project EIR and approved Zone Change 07-0136 to convert the 96-acre project site from Light Agricultural to Light Industrial, Agricultural Diminishment 07-0087, and Development Plan Review 06-0417 for the development of two industrial warehouse buildings with 2 million square feet known then as Ridge Commerce Center II.

The site is generally bounded by Perris Boulevard to the east, Indian Avenue to the west, Morgan Street to the north and Rider Street to the south. The MWD linear parcel containing the California Aqueduct divides the two parcels. The northern parcel is approximately 37.07 acres with a recently constructed 780,185 s.f. building, and the southern parcel is approximately 61.76 acres with a 1,224,874 s.f. building close to building permit issuance. The project is now known as the Duke Perris Logistics Center.

On November 12, 2012, the City Council approved revisions to the Engineering Conditions of Approval for the Ridge Commerce Center II at the request of the applicant. The modifications included the deletion of Indian Avenue and Harley Knox improvements because Indian Avenue improvements were already completed, and the City had initiated Harley Knox improvements. In lieu, the applicant was required to complete additional improvements on Rider Avenue and Perris Boulevard and pay RBBD fees.

Final Parcel Map 36462 complies with the minimum lot size, dimensional criteria and frontage requirements for industrially-zoned parcels in the Perris Valley Commerce Center Specific Plan. The parcels do not share access. Site parking, water quality requirements, landscaping and other maintenance responsibilities are distinct to each parcel.

The City Engineer has indicated that the improvement plans and bonding for the parcels are approved and secured, and all associated fees paid. The applicant has complied with all pertinent Conditions of Approval for approval of the Final Map.

FISCAL IMPACT: Cost for processing of these applications has been paid by the applicant.

Prepared by: Diane Sbardellati, Associate Planner

Assistant City Manager: Ron Carr

Consent Calendar: December 8, 2015

Attachments: Final Parcel Map 36462, Planning and Engineering Conditions
OWNERS STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREIN, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. WE HEREBY DEDICATE TO THE CITY OF PERRIS FOR ROAD AND PUBLIC UTILITY PURPOSES THE FOLLOWING: INDIAN AVENUE PARCEL A, INDIAN AVENUE PARCEL B, AND MORGAN STREET (PARCEL C) AS SHOWN ON THIS MAP.

WE ALSO HEREBY RELEASE AND DISCHARGE TO THE CITY OF PERRIS ALL PEDESTRIAN AND VEHICLE ACCESS RIGHTS OF ACCESS ALONG INDIAN AVENUE, HOVER STREET, PEARS STREET, SIBONEY AVENUE AND MORGAN STREET ABUTTING PARCELS A, B, AND C EXCEPT AS APPRISED ENTRANCES AS DESIGNATED ON THIS MAP. ANY CHANGE OF ACCESS OR ON ROAD THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS REMARKMENT AS TO THE PART VACATED.

OWNER

DAVE REALTY LIMITED PARTNERSHIP, AN INDIANA LIMITED PARTNERSHIP

NAME: Chris Wilson

TITLE: S. V. Vice President

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE AUTHENTICITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF ORANGE

ON SEPTEMBER 9, 2015 BEFORE ME, Lina P. Soria

A NOTARY PUBLIC PERSONALLY APPEARED. Chris Wilson

WHO PROMISED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED.

I HEREBY ACKNOWLEDGE THE SIGNATURE(S) OF THE PERSON(S) EXECUTING THE INSTRUMENT.

I HEREBY CERTIFY THAT THE SIGNATURE(S) OF PERSON(S) IS (ARE) THE SAME AS THE SIGNATURE(S) APPEARED ON THE INSTRUMENT.

I HEREBY CERTIFY THAT THE SIGNATURE(S) ON THE INSTRUMENT IS (ARE) THE SAME AS THE SIGNATURE(S) APPEARED ON THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: [Signature]

PUBLISHER: Lina P. Soria

COMMISSION NO.: 21113493

COMMISSION EXPIRED: 1/1/2018

PRINCIPAL PLACE OF BUSINESS: ORANGE COUNTY

CITY CLERK STATEMENT

I HEREBY STATE THAT AN UNATTACHED OR CASH DEPOSIT SATISFACTORY TO THE CITY CLERK OF THE CITY OF PERRIS GUARANTEES THE CONSTRUCTION OF REQUIRED STREET IMPROVEMENTS HAS BEEN APPROVED AND FILED WITH THE CITY OF PERRIS PRIOR TO ACCEPTANCE OF THIS MAP.

HANCY JALAZAR

CITY CLERK, CITY OF PERRIS

DATE: __________ 2015

NOTE

SEE SHEET 2 FOR SIGNATURE ESSATIONS.
PARCEL MAP NO. 36462

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA


APRIL, 2016
ROBERT B. STANFORD JR., P.L.S.
HUITZI-ZOLIANS

EXISTING EASEMENTS NOTES

1. EASEMENT FOR PUBLIC UTILITY AND PVC PIPELINES AND OTHER FACILITIES AND MONORAIL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JANUARY 10, 2011 AS INSTRUMENT NO. 2011-024118 OF OFFICIAL RECORDS.

2. EASEMENT FOR PIPELINE OR PIPELINES AND OTHER FACILITIES AND MONORAIL PURPOSES IN FAVOR OF THE EASTERN MUNICIPAL WATER DISTRICT RECORDED AUGUST 1, 2011 AS INSTRUMENT NO. 2011-043494 OF OFFICIAL RECORDS.


5. EASEMENT FOR PIPELINE OR PIPELINES AND OTHER FACILITIES AND MONORAIL PURPOSES IN FAVOR OF THE EASTERN MUNICIPAL WATER DISTRICT RECORDED JULY 5, 2015 AS INSTRUMENT NO. 2015-028970 OF OFFICIAL RECORDS.

6. EASEMENT FOR ROADWAY FACILITIES PURPOSES IN FAVOR OF THE EASTERN MUNICIPAL WATER DISTRICT RECORDED JULY 5, 2015 AS INSTRUMENT NO. 2015-028970 OF OFFICIAL RECORDS.

7. EASEMENT FOR SEWER TRANSMISSION AND COLLECTION FACILITIES IN FAVOR OF THE EASTERN MUNICIPAL WATER DISTRICT RECORDED JULY 5, 2015 AS INSTRUMENT NO. 2015-028970 OF OFFICIAL RECORDS.

8. EASEMENT FOR SEWER TRANSMISSION AND COLLECTION FACILITIES IN FAVOR OF THE EASTERN MUNICIPAL WATER DISTRICT RECORDED JULY 5, 2015 AS INSTRUMENT NO. 2015-028970 OF OFFICIAL RECORDS.

BASES OF BEARINGS

REMARKS: BOUNDARY LINES ARE BASED ON THE CENTERLINE OF LINES.

SIGNATURE OMISSIONS

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 45520 (D)(3)(A) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SOUGHT THAT IT CAN NOT RISE INTO A FEE TITLE.


3. MARCH INLAND PORT AUTHORITY, A CALIFORNIA PORT AUTHORITY, HOLDER OF AN EASEMENT FOR AIRPORT AND MONORAIL PURPOSES RECORDED DECEMBER 18, 2014 AS INSTRUMENT NO. 2014-0406477 OF OFFICIAL RECORDS.

4. OWNERS OF AN EASEMENT SHOWN OR DESIGNATED ON MAP OF PAGODA FARMS NO. 10 RECORDED MARCH 13, 1989 AND ON FILE IN BOOK 17, PAGES 41 AND 42, OF OFFICIAL MAPS.

5. PRIVATE EASEMENTS FOR MONORAIL PURPOSES AND OTHER PURPOSES FROM LOTS 1 THROUGH 14, MPD (SOLANO STREET) AND LOT 15 (INDIAN HILLS FORMERLY RESIDENTIAL AREA) OF THE EASTERN MUNICIPAL WATER DISTRICT RECORDED JANUARY 10, 2011 AS INSTRUMENT No. 2011-024118 OF OFFICIAL RECORDS.

6. ADEQUATE EASEMENTS HAVE BEEN ACQUIRED UNDER CONSENT OF LOTS BY REFERENCE TO SAID MAP.
CITY OF PERRIS
DEPARTMENT OF DEVELOPMENT SERVICES
PLANNING DIVISION

CONDITIONS OF APPROVAL

Zone Change 07-0136
Agricultural Diminishment 07-0087
Development Plan Review 06-0417

City Council August 25, 2009

Project: Development of the Ridge Commerce Center II, a 2 million square foot distribution center at the northeast corner of Indian Avenue and Rider Street, with an Agricultural Diminishment to convert 96.25 acres under an agricultural land conservation contract (Williamson Act) to light industrial use, a Zone Change from A-1 to Light Industrial (LI) to comply with the General Plan land use designation, and a Development Plan Review for architectural and site plan review of two high-cube warehouse buildings and associated site improvements and amenities. The site is located north and south of an existing linear Metropolitan Water District (MWD) parcel. Owner: Ridge Property Trust II, LLC

General Conditions:

1. Approvals. The following approvals are granted for a high-cube distribution center at the northeast corner of Indian Avenue and Rider Street:
   
   (a) Zone Change 07-0136 to convert the zoning of 96.25 gross acres from A-1-Light Agriculture to Light Industrial; and
   (b) Agricultural Diminishment 07-0087 to remove the site in its entirety from the Land Conservation Contract; and
   (c) Development Plan Review 06-0417 for architectural and site plan review of two warehouse buildings totaling approximately 2 million square feet. The facilities are bisected by MWD land and will have separate truck bays, parking lots, office space, landscaping, sidewalks, water quality BMP’s and related infrastructure.

2. Building Occupancy. High-cube warehousing shall not be used for manufacturing or labor-intensive purposes, nor exceed the ratio of 25 employees per acre.

3. Requirements for Agricultural Diminishment 07-0087. The following steps are required to remove the project site from the Land Conservation Contract and develop the site:
   
   (a) Recordation. The Certificate of Tentative Partial Cancellation of Land Conservation Contract shall be recorded with the County Recorder; and
   (b) Final Cancellation. Prior to scheduling the approval of the Final Partial Cancellation of Land Conservation Contract before the City Council, the following Conditions of Approval shall be met:

      i. The alternative use (DPR 06-0417) shall be approved.
      ii. The Cancellation Fee of $2,348,125 shall be paid upon approval of the proposed project by City Council, within one year of the
recording of the Tentative Cancellation, or the cancellation fee will be recalculated.

iii. The Final Partial Cancellation of Land Conservation Contract shall be recorded with the County Recorder.

4. **Future Obligation of Buyers and Lessees.** All future buyers and lessees shall be informed of their obligation to comply with these Conditions of Approval. The applicant shall further inform the buyer or lessee of their obligation to maintain compliance with all local and City ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.

5. **Expansion of Use.** No expansion of the site or the use shall occur without subsequent reviews and approvals from the Planning Division.

6. **Conformance to Approved Plans.** Development of the project site, building elevations, colors and materials, and conceptual landscaping shall conform substantially to the approved set of plans prepared by RKZ, Inc., Tustin, CA, dated July 10, 2009, as approved by the City Council on August 25, 2009, or as amended by these conditions. Any deviation shall require appropriate Planning Division review and approval.

7. **Approval Period for Development Plan Review 06-0417.** In accordance with PMC Section 19.50.080, Expiration and Extension of Time, this approval shall expire three (3) years from the date of City Council approval. Within three years, the applicant shall demonstrate the beginning of substantial construction as contemplated by this approval within the three (3) year period, which shall thereafter be diligently pursued to completion, or substantial utilization. A maximum of three (3) one-year extensions may be requested to demonstrate substantial construction or utilization. A written request for extension shall be submitted to the Planning Division at least ten (10) days prior to the initial (and any subsequent extension) expiration of the Development Plan Review.

8. **Building Official/Fire Marshal.** The project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Fire Marshal, and a fire access and fire underground plan submitted for approval prior to submittal of construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (as applicable) shall be shown on the final set of construction plans. See the City of Perris website, Office of the Fire Marshal: www.cityofperris.org.

9. **City Engineer.** The project shall adhere to the requirements of the City Engineer as indicated in the attached revised Conditions of Approval dated February 10, 2009, revised July 7, 2009 and again at Planning Commission on July 15, 2009. On and off-site improvement plans shall be submitted for review and approval by the City Engineer. All on-site utilities shall be placed underground.

10. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to
attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City concerning Environmental Impact Report (SCH #2007071134), Zone Change 07-0136, Agricultural Diminishment 07-0087, and Development Plan Review 06-0417. The City shall promptly notify the applicant of any claim, action, or proceeding for which indemnification is sought, and shall further cooperate fully in the defense of the action.

11. Southern California Edison (SCE). The applicant shall contact the Southern California Edison (SCE) area service planner (951 928-8323) to complete the required forms prior to commencement of construction. No grading permits shall be issued until a letter from SCE is received by the City Engineer indicating electrical service will be underground.

12. Waste Hauling and Disposal. The project shall use only the City-approved waste hauler for all construction and other waste disposal.

13. Property Maintenance. The project shall comply with the Perris Municipal Code Chapter 7.42 regarding Property Maintenance. The site shall be maintained graffiti-free state at all times. Existing graffiti located on the site shall be removed within 48 hours.

14. Utilities. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.

15. Performance Standards. The applicant shall comply with all Performance Standards listed in Chapter 19.44.070.


17. Roof Parapet. The height of the roof parapet shall fully screen any roof-mounted equipment. All vent pipes and similar devices shall be painted to match the building.

18. Downspouts. Exterior downspouts are not permitted on the front elevations of any building facing Perris Boulevard, Rider Street, or Indian Avenue. Interior downspouts are required for these elevations.

Project Specific Requirements:

19. Environmental Impact Report Mitigation Monitoring Program. The project shall at all times comply with all provisions of the adopted Mitigation Monitoring Program of the certified Environmental Impact Report (SCH #2007071134), as incorporated herein, and as may be modified by these conditions.

20. Construction Practices. To reduce potential traffic, noise, and air quality impacts, the mitigation measures listed in the EIR Mitigation Monitoring Plan (MMP) shall be listed and included with the "General Notes" on the construction drawings, and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMP.
21. **Linear Trail.** The developer shall construct a regional bicycle/pedestrian trail within the MWD (Metropolitan Water District) parcel adjoining the development site extending from Perris Boulevard to the eastern boundary at Indian Avenue per the City’s approved trail plan. At the City’s discretion, the applicant may pay an in-lieu fee to fund future construction of the trail section adjacent to the project site. Access to the trail shall be provided in convenient locations from the northern and southern portions of the site. Trees are not permitted within the MWD parcel to protect the aqueduct. To offset the lack of trees, the project shall provide a 10-foot wide landscape buffer adjacent to the MWD property planted with large trees to compliment the trail and provide shade.

22. **Solar Panels.** The project shall be designed with load bearing capacity for the roof top installation of photovoltaic arrays of at least 1.5 megawatts.

23. **Meandering Sidewalk.** The applicant shall install a meandering public sidewalk along Perris Boulevard, Rider Street and Indian Avenue.

24. **Parking.** Design of parking stalls shall comply with PMC 19.69.030C.5b (double striping). If a change in use from high cube to bulk storage is proposed, an Administrative Development Plan Review (ADPR) shall be submitted for review and approval to ensure that adequate parking is provided for the new use. If additional parking area is required, landscape or other available area on the site will be utilized for the purpose.

25. **Signage.** A sign program that is complimentary to the signage of the Ridge Commerce Center I project is required. The sign program shall include, at a minimum, entry statement monumentation and enhanced landscaping at each entrance.

26. **Payment of State Fish and Game Fees.** Within three (3) days of City Council approval, the applicant shall submit a check to the City payable to “Riverside County Clerk-Recorder”, in the amount of $2,832.25 for payment of the State Fish and Game fee. No project shall be operable, vested, or final until the filing fees have been paid (State Fish and Game Code Section 711.4).

27. **Mid-County Parkway.** The applicant acknowledges that the proposed Rider Street alignment of the future Mid-County Parkway has the potential to impact this project. The applicant shall inform future buyers and lessees of this circumstance.

**Green Building Requirements:**

28. **LEED (Leadership in Energy and Environmental Design) Certification.** In support of the General Plan’s goals for sustainability, the project shall be LEED certified. The LEED rating system recognizes highly performing, healthy, durable, affordable, and environmentally sound buildings and site design. LEED certification is based on the NC (New Construction) 3.0 Rating System Reference Guide published by the US Green Building Council (USGBC).

29. **LEED Categories and Credits.** LEED Certification is awarded according to a 100-point scale divided into four increasingly more sustainable building levels: Certified, Silver, Gold, and Platinum. The successful implementation of specified performance standards contribute
to LEED Certification as either prerequisites or credits in the New Construction (NC) categories listed below. LEED success is dependent upon the collaboration and cooperation of all members of the project team as early in the design process as possible, with oversight by LEED-accredited professionals. In some cases, State of California mandates and City codes will facilitate compliance. All categories have mandatory Prerequisites (except Innovation and Design), and Credits (points towards certification) range from one point to multiple points based on the project’s level of commitment to sustainable building practices (typically a percentile range). The information presented below is based on the NC 2.2 Rating System, and not all possible credit categories are represented. For current information, the NC 3.0 Rating System Reference Guide should be consulted.

**SUSTAINABLE SITES (SS)**

a. **Site Development** *(maximize open space)*. Provide a high ratio of open space to development footprint to promote biodiversity, by providing vegetated open space within the project boundary to exceed the Zoning Code open space requirement for the site by at least 25%, for a total landscaped area of at least 12.5% (10% minimum required by the Zoning Code). *(SS Credit 5.2)*

b. **Alternative Transportation**. Reduce pollution and land development impacts from automobile use through the following means:
   
i. **Public transportation access**. Project shall be located within ¼ mile of one or more stops for two or more public bus lines. *(SS Credit 4.1)*
   
   ii. **Bicycle storage and changing rooms**. Provide secure bicycle racks or storage (within 200 yards of the building entrance) for 5% or more of the building users (peak periods), and provide shower and changing facilities in the building (or within 200 yards of the building entrances) for 0.5% of the full-time equivalent building occupants. *(SS Credit 4.2)*
   
   iii. **Low emission and fuel efficient vehicles**. Provide preferred parking for low-emitting and fuel efficient vehicles for 5% of the total vehicle parking capacity of the site. *(SS Credit 4.3)*
   
   iv. **Parking Capacity**. Do not exceed minimum zoning requirements, and provide preferred parking for carpools for 5% of the total parking provided. *(SS Credit 4.4)*

c. **Stormwater Pollution Prevention Plan (SWPPP)** *(SS Prerequisite 1)*. The applicant shall receive approval from the City Engineer’s Department of a SWPPP to control onsite and offsite erosion during the grading and construction period.

d. **Preliminary and Final Water Quality Management Plans (WQMP)**. A PWQMP has been approved for the project subject to the conditions below. It specifically identifies pollution prevention, source control, treatment control measures, and other Best Management Practices (BMPs) that shall be used on site to control predictable pollutant runoff to reduce impacts to water quality to the maximum extent practicable. *(SS Credit 6.1)*
i. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto; and

ii. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP, including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs, vegetative swales, and trash enclosures. The Engineering Department shall review and approve the FWQMP text, plans and details.

e. **Heat Island Effect (non-roof and roof).** Reduce heat islands (thermal gradient differences between developed and undeveloped areas) to minimize impact on microclimate and human and wildlife habitat by utilizing paving materials with a minimum solar reflectance index (SRI) of 29 for at least 50% of the site hardscape (including roads, sidewalks, courtyards, and parking lots) and at least 75% of the roof surfaces. In addition, reducing impervious parking areas, separating impervious areas with pervious materials such as tile, gravel or plant materials, and increasing the amount of landscaped area facilitates runoff infiltration, reduces the heat island effect, provides visual relief, and provides an attractive environment for the public's enjoyment. *(SS Credits 7.1 and 7.2)*

f. **Light Pollution Reduction/Site Lighting.** Take measures to minimize light trespass from the buildings and site, reduce sky-glow and glare, and reduce development impacts on nocturnal environments. Interior lighting shall not exit through windows, or non-emergency lighting shall be automatically controlled. Light exterior areas for safety only. Full cutoff fixtures shall be used to prevent light and glare above the horizontal plan of the bottom of the lighting fixture. A minimum of one (1) foot-candle of light shall be provided in parking and pedestrian areas. *(SS Credit 8)*

**WATER EFFICIENCY (WE)**

g. **Water Efficient Landscaping.** Reduce the use of potable water resources for landscape irrigation by a minimum of 50% through any combination of the following *(WE Credit 1.1):*

   i. Plant species factor
   ii. Irrigation efficiency
   iii. Use of captured rainwater
   iv. Use of recycled wastewater
   v. Use of water treated and conveyed by a public agency for non-potable uses.

h. **Water Conserving Fixtures.** Reduce wastewater generation and potable water demand by at least 50% through the use of low-flow sanitary fixtures or non-potable water. *(WE, Innovative Wastewater Technologies, Credit 2, Option 1)*
i. **Water Use Reduction.** Maximize water efficiency within buildings to lessen the burden on municipal water supplies and wastewater systems by reducing aggregate potable water use by a minimum of 20% after meeting the EPA Act of 1992 fixture performance requirements for water closets, urinals, lavatory faucets, showers and kitchen sinks. Use high efficiency fixtures, no-water urinals, and occupant sensors to reduce potable water demand and wastewater generation. *(WE Credit 3.1-3.2)*

**ENERGY AND ATMOSPHERE (EA)**

j. **Fundamental Commissioning of Building Energy Systems (EA Prerequisite 1).** Verify that the building's energy related systems are installed, calibrated and perform to optimum capacity to lower energy and operational costs. The commissioning process shall be performed by the commissioning team in accordance with the LEED reference guide. Enhanced commissioning earns additional points under EA Credit 3. The following energy-related systems, at minimum, are subject to commissioning activities:

i. HVAC&R  
ii. Lighting and day-lighting controls  
iii. Domestic hot water systems  
v. Renewable energy systems (solar, etc.)

k. **Minimum Energy Performance (EA Prerequisite 2).** The project will demonstrate minimum energy efficiency for the buildings and systems, by complying or exceeding Title 24 of the California Building Code.

l. **Refrigerant Management (EA Prerequisite 3).** The project shall reduce ozone depletion by specifying zero use of chlorofluorocarbons (CFC) based refrigerants in construction documents for the new base building HVAC&R systems. Small HVAC units, such as refrigerators, small water coolers, and any other cooling equipment that contains less than 0.5 pounds of refrigerant are exempt.

m. **Optimize Energy Performance.** Achieve energy performance above the established baseline to reduce environmental and economic impacts associated with excessive energy use through a minimum 14% improvement above Title 24 standards for whole building energy performance. *(EA Credit 1)*

n. **On-Site Renewable Energy.** Provide a minimum of 2.5% of on-site renewable energy to reduce environmental and economic impacts of fossil fuel energy use. Consider the use of solar, wind, geothermal, biomass and bio-gas strategies. Take advantage of net metering with local utilities. *(EA Credit 2)*

o. **Green Power.** Provide at least 35% of building electricity from renewable sources by contracting for a minimum 2-year renewable energy contract with a source defined by the Center for Resource Solutions (CRS) Green-E products certification requirements. *(EA Credit 6)*
MATERIALS AND RESOURCES (MR)

p. Storage and Collection of Recyclables (MR Prerequisite 1). The project shall reduce waste generated by building occupants that is hauled to and disposed of in landfills. The project shall provide an easily accessible area that is dedicated to the collection and storage of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics and metals.

q. Construction Waste Management. The project shall divert at least 50% of construction and demolition debris from disposal in landfills and incinerators by redirecting recyclable recovered resources back to the manufacturing process, and redirect reusable materials to appropriate sites during the construction process. This shall be noted on the construction drawings. (MR Credit 2.1)

r. Regional Materials. Use a minimum of 10% building materials or products that have been extracted, harvested or recovered, or manufactured within a 500 mile radius of the project site to reduce the environmental impacts of transportation and increase demand for building materials or products that are extracted or manufactured regionally. (MR Credit 5.1)

s. Certified Wood. To encourage environmentally responsible forest management, the project shall incorporate a minimum of 50% of wood-based materials and products that are certified in accordance with the Forest Stewardship Council’s (FSC) Principles and Criteria for wood building components. (MR Credit 7).

INDOOR ENVIRONMENTAL QUALITY (EQ)

t. Minimum Indoor Air Quality Performance (Indoor Environmental Quality Prerequisite 1). Ensure minimum indoor air quality performance to enhance indoor air quality in buildings for the comfort and well-being of the occupants. Construction drawings shall meet the minimum requirements of Sections 4 through 7 of ASHRAE 62.1-2004, Ventilation for Acceptable Indoor Air Quality. Mechanical ventilation systems shall be designed using the Ventilation Rate Procedure or local code, whichever is more stringent.

u. Environmental Tobacco Smoke Control (Indoor Environmental Quality Prerequisite 2). Minimize exposure of building occupants, indoor surfaces, and ventilation air distribution systems to Environmental Tobacco Smoke by (one of two possible options):
   i. Prohibit smoking in all areas of the building.
   ii. Locate any exterior designated smoking areas at least 25 feet away from entries, outdoor air intakes, and operable windows.

v. Low-Emitting Materials (VOC’s from adhesives, sealants, paintings, coatings, carpet systems, composite wood and agrifiber products). The quantity of indoor air contamination that are odorous, irritating and/or harmful to the comfort and well-being of installers and occupants shall be reduced by the following measures (EQ Credits 4.1 through 4.4):
(i) Adhesives and sealants (building interior as defined as inside of the weatherproofing system and applied on-site) will comply with the requirements of the SCAQMD Rule 1168, as amended 1-7-05, and Aerosol Adhesives: Green Seal Standard for Commercial Adhesives GS-36, 10-19-2000;

(ii) Paint and coatings (building interior as defined as inside of the weatherproofing system and applied on-site) will comply with Green Seal Standards GS-11, May 20, 1993, GS-03, 1-7-97, and the SCAQMD Rule 1113, 1-1-04;

(iii) Carpet systems (building interior) will meet the testing and product requirements of the Carpet and Rug Institute’s Green Label Plus program;

(iv) Composite wood and agrifiber products (used on building interior) will contain no added urea-formaldehyde resins, including laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies.

INNOVATION IN DESIGN (ID)

w. Substantially Exceed a LEED performance credit standard; or

x. Demonstrate Innovative Performance through strategies or measures in Green Building categories not specifically addressed by the LEED rating system.

March Air Reserve Base Requirements:

30. March Air Reserve Base (MARB). In accordance with recommendations by the Airport Land Use Commission, the following measures shall be implemented to address the project’s location within Airport Influence Areas I and II:

a. An avigation easement shall be executed and conveyed to the March Joint Powers Authority and the City of Perris.

b. Noise attenuation measures shall be incorporated into office areas of the building construction as necessary to ensure interior noise levels from aircraft operations are at or below 45 CNEL.

c. The following uses shall be prohibited:

i) Any use that would direct a steady light or flashing light of red, white, green or amber toward an aircraft in takeoff or final approach.

ii) Any use that would generate excessive smoke or water vapor, or which would attract large concentrations of birds or otherwise affect safe air navigation.

iii) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or straight final approach towards landing at an airport.

iv) Any use that would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
d. The proposed use, manufacturing and/or storage of large quantities of large amounts of highly combustible materials, highly flammable material, chemicals, or explosives shall be reviewed, approved and coordinated through the City and the March Air Reserve Base.

e. A "Notice of Airport in the Vicinity" shall be provided to all potential purchasers and tenants.

f. Any proposed change in the use that would increase the non-warehouse proportion of planned square footage shall be referred to Airport Land Use Commission (ALUC) staff for review.

g. The applicant shall submit and receive approval of FAA Forms 7460-1 (construction) and 7460-2 (use of cranes or other vertical equipment) prior to project construction.

**Prior to the Issuance of Grading Permits:**

31. **Precise Grading Plans.** Precise grading plans shall be submitted to the City for review and approval. Grading plans shall be consistent with approved development plans.

32. **Traffic Control Plan.** A Traffic Control Plan shall be submitted for approval to the City Engineer.

33. **Final WQMP.** Water Quality Management Plan (WQMP) No. 06-0417 shall be approved by the City Engineer.

**Prior to the Issuance of Building Permits:**

34. **Landscape and Irrigation Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division, accompanied by the appropriate landscape plan check filing fee. Landscape plans shall address the following:

   a. **The landscape design** shall promote continuity of the streetscape design along Perris Boulevard and Indian Avenue, including meandering sidewalks and river rock-accented median.

   b. **Accent landscaping,** featuring tiered landscaping planting and mature trees (36” box or larger on Perris Boulevard, 24” box elsewhere), is required at all entrances and the northwest intersection of Perris Boulevard and Rider Street, the northeast corner of Rider Street and Indian Avenue, and the southeast corner of Indian Avenue and Morgan Street.

   c. **Parking Area Buffer.** A minimum 3-foot high hedge is required to screen non-truck parking areas from the right of ways.

   d. **Parking Area Landscaping.** A minimum of one tree per 6 parking stalls, or the number of trees necessary, based on the species, to ensure 50% shade cover in parking areas within five (5) years shall be provided. A minimum of 30% of parking area trees shall be 36” box-sized.

   e. **Berming and swales** are required in front of the screen wall and along Rider Street and Indian Avenue. Swales should transition into the required berms.

   f. **All street trees** shall be a minimum of 24-inch box size or larger, and planted a maximum of 30 feet on center within the parkway.
g. Specialty paving (accent colors, textures, and patterns) shall indicate building entrances and pedestrian pathways.

h. Water Quality BMPs (vegetated swales, detention basin, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation.

i. Maintenance. Parkway landscaping and irrigation shall be maintained by the applicant and/or future property owners or tenants in a viable growth condition.

j. Landscape Code. Landscaping and irrigation plans shall be consistent with revised Section 19.70 of the Perris Municipal Code. Rain sensing override devices and soil moisture sensors shall be required on all irrigation systems (PMC 19.70.020B.7.k) for water conservation.

k. Linear Trail. The project shall plant the required 10-foot wide landscape buffer adjacent to the MWD property with large trees for aesthetics and to provide shade.

l. Conceptual Landscape Plan. The formal landscaping plans shall substantially conform to the conceptually approved landscape plan.

m. Eastern Municipal Water District (EMWD). Applicant shall also submit landscape plans to EMWD for approval after the City’s approval, and comply with required EMWD inspections.

n. Reclaimed water shall be used for landscape irrigation, including public areas and medians. Contact John Worth, EMWD, at 951 928-3777, ext. 4334. If not yet available, appropriate irrigation equipment (“purple pipe”) shall be installed for future conversion and connection to the reclaimed water source.

o. Inspections. A minimum of three landscape inspections by the City of Perris shall be arranged, in the following order:

   i) Upon installation of irrigation equipment, when trenches are open and the system can be pressurized to 150 pounds-per-square-inch for four (4) hours;

   ii) After soil preparation, when plant materials are positioned and ready to plant;

   iii) Final inspection is when all plant materials are fully installed and the irrigation system is operational.

35. Additional Plan Requirements. The following additional plans shall be reviewed and approved by the appropriate City departments:

   a) Trash Enclosures. Each building shall provide covered trash enclosures constructed to the City standard under permit. The trash enclosure shall be easily accessible to all tenants, and be screened by landscaping from the public view. The trash enclosure shall be treated with an overhead trellis treatment, and elevations shall be included on final landscape and fencing plans for review and approval by the Planning Division.

   b) Site Lighting. A site lighting plan shall be approved that complies with the City’s Outdoor Lighting Regulations. The lighting plan shall include photometrics, fixture details, and light standard elevations. High efficiency fixtures with full-cut off shields shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture.
(c) **Fencing and Screen Walls.** Decorative screen walls shall screen views into the site from the public right of way and adjacent uses (including the MWD parcel). The plans and details for the screen wall shall be included in the landscape plan check submittal package for review and approval by the Planning Division. The following shall apply:

i) **Architecture.** The design of the screen walls shall be architecturally tied to the building, significantly articulated, and include base, body and cap elements.

ii) **Height.** Decorative screen walls shall be between 10 and 14 feet in height.

iii) **Location.** The decorative wall screening the truck loading areas from the right of way along Morgan Street shall be located a minimum of 40 feet from the property line.

iv) **Gates** and pedestrian access to the linear trail shall be constructed of tubular steel in a color complementary to the building. No chain link fencing shall be visible to public areas.

v) **Knox boxes** are required for all gates, and shall be approved by the Fire Marshal and issued by the Building Division.

vi) **Graffiti.** All block walls shall be treated with a graffiti resistant coat.

36. **Parcel Map or Parcel Merger.** A Certificate of Parcel Merger or parcel map shall be approved and recorded.

37. **Construction Plans.** All Planning Division and Engineering Department Conditions of Approval, proposed employee amenities, LEED requirements that are included as part of the EIR Mitigation Monitoring Plan, and the Mitigation Monitoring Plan itself shall be reproduced in full on construction drawings and grading plans, immediately following the cover sheet of such plans. Applicant shall annotate each Condition on the construction plans to indicate the manner by which has been met (i.e., sheet and detail numbers).

38. **Planning Clearance.** The applicant shall first obtain clearance from the Planning Division verifying that relevant Conditions of Approval have been met.

39. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The Developer shall complete all actions required to complete such annexation prior to the recordation of the Final Map (or issuance of a certificate of occupancy if a Final Map is not required). This condition shall apply only to districts existing at the time the Final Map is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:

   a. Landscape Maintenance District No. 1;
   b. Flood Control Maintenance District No. 1 (may include Streets);
   c. Maintenance District No. 84-1 (Street Lights and Traffic Signals);
   d. North Perris Public Safety Facilities District;
e. Ramona Mobility Group District (Transportation Improvements);
f. Road and Bridge Benefit District (Transportation Improvements);
g. Future Fire Protection Community Facilities District.

40. **Fees.** The developer shall pay the following fees according to the timeline noted.

**Prior to the issuance of building permits, the applicant shall pay:**

a. Stephen's Kangaroo Rat Mitigation Fees of $500.00 per acre;
b. Multiple Species Habitat Conservation Plan fees currently in effect;
c. Current statutory school fees to all appropriate school districts;
d. Any outstanding liens and development processing fees owed to the City;

**Prior to issuance of the Certificate of Occupancy, the applicant shall pay:**

e. City Development Impact Fees in effect at the time of development;
f. Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development.

**Prior to the Issuance of Occupancy Permits:**

41. **Final Planning Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all Conditions of Approval have been met, and all required paving, parking, walls, site lighting, landscaping and automatic irrigation is installed and in good condition.

42. **Maintenance Agreement.** The applicant shall provide a recorded document in the form of a Covenant Declaration and/or a Maintenance Agreement to the Development Services Department that specifies maintenance responsibilities for on-site improvements not dedicated to public use including, but not limited to, walkways, decorative pavement, landscaping, storage areas, fences and walls, signage, lighting fixtures, detention basins and water quality BMP's.

43. **Final Technical Reports.** Any required final monitoring and mitigation reports concerning items recovered as part of a cultural or paleontological investigation shall be submitted to the appropriate lead agency (City of Perris), and will signify satisfactory completion of the project program to mitigate impacts to any paleontological resources.
With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer provide the following street improvements and/or road dedication in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan and attached Exhibit “A” dated August 1, 2012 correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q’s and that their omission may require the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer’s office.

1. This project is located within the limits of the Perris Valley area drainage plan for which drainage fees have been adopted. Drainage fees shall be paid to the City of Perris prior to issuance of a permit. Fees are subject to change and shall be in the amount adopted at the time of issuance of the permit.

2. The project’s grading shall be in a manner to perpetuate existing drainage patterns, any deviation from this, concentration or increase in runoff must have approval of adjacent property owners. Drainage easements shall be obtained from effected property owners or if within this site, shall be shown on the final map. The applicant shall accept the offsite runoff and convey to acceptable outlet.

3. The incremental increase in runoff between developed and undeveloped state (100-year) and the nuisance runoff shall be retained within onsite private detention basin(s) and discharged to
adequate outlet as approved by City and pursuant to Riverside County Flood Control standards.

4. Onsite landscape area(s) shall be designed in a manner to collect the onsite nuisance runoff in compliance with WQMP Standards.

5. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the lighting and landscape districts. The developer shall maintain all on and offsite landscaping with exception of median improvements which will be included in landscape maintenance. The proposed offsite streetlights and portions of existing and new signals including Harley Knox Blvd., intersections with Indian and Patterson and the new signal at Rider and Indian and at Indian with Morgan shall be maintained by City and cost paid for by the property owners through annexation to lighting and landscaping districts. In the event RCFC does not maintain the proposed offsite drainage facilities, it shall be annexed to Flood control District for maintenance.

6. Existing power poles within the project site or along Perris Blvd., from Morgan Street to southerly side of Rider Street shall be removed and wires/cables undergrounded. The project boundary (under 65m), if any, shall be removed and cable undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded along Rider Street and Indian Avenue (both sides) shall be relocated behind the proposed curb.

7. Streetlights shall be installed along Rider Street, Perris Blvd., and Indian Avenue as approved by City Engineer per Riverside County and Southern California Edison standards.

8. This project is located within EMWD’s water and sewer service area. The applicant shall install water and sewer facilities as required by EMWD and Fire Department.

9. The applicant shall submit to City Engineer the following for his review:

a. Street Improvement Plans
b. Signing, Striping, and Signal Plans
c. Onsite Grading Plans, SWPPP, and Erosion Control Plan
d. Water and Sewer Plans
e. Drainage Plans, Hydrology and Hydraulic Reports
f. Streetlight Plan
g. Final WQMP
The project's design shall be in compliance with EMWD, Riverside County Flood Control and Riverside County Standards and coordinated with approved plans for adjacent developments.

10. All pads shall be graded to be a minimum of 1' above 100-year calculated water surface or adjacent finished grade.

11. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans. Catch basins shall be installed at all existing intersections and driveways (project boundaries) to eliminate nuisance runoff.

12. 6' wide meandering concrete sidewalk along Perris Blvd. and 6' wide curb adjacent sidewalk along Rider & Indian, handicap ramps, and driveways shall be installed pursuant to Riverside County and ADA standards. All driveway approaches shall be constructed per Riverside County standards for Commercial Driveway (Std. 207A) and comply with the ADA requirements. Sidewalk along Perris Blvd. shall be 6' meandering as approved by Planning Department.

13. Construction of Master Planned Underground Drainage Facilities Lateral "H-5" "H-1" and other facilities Line A-B along Indian Avenue and along Rider Street from Indian Avenue as shown on adopted master plan with interim connection to Perris Valley Channel will be required. Prior to start of design of these facilities, the applicant's engineer shall meet with Flood Control to understand to design criteria established by Flood Control for such facilities. All such improvement plans and drainage reports shall be reviewed and approved by RCFC and City of Perris. Installation of catch basins and connection to Master Planned Facilities at the intersection of all new driveways and all existing and proposed intersections along Rider Street, Indian Avenue, and Perris Blvd. shall be required and to eliminate nuisance runoff from cross-gutters. In the event, in the opinion of City Engineer, construction of Master Planned Facilities and downstream underground facility is not feasible at the time of development of this project, construction of Lateral "H-5" "H-1" on Rider and extension east to Perris Valley Channel will be required, in this case, the applicant shall secure Flood Control's approval for diversion.

The northerly part of this project is proposed to connect to existing Line "G" on Morgan Street. This project shall obtain necessary permits to connect the existing channel east of Redlands Avenue to Perris Valley Channel. The City of Perris shall reimburse the developer an amount not to exceed $20,000 for
said work construct and complete the downstream end of Line “C” (Redlands Avenue to Perris Channel) pursuant to adopted master plan.

14. All onsite drainage runoff shall be collected via onsite underground facilities and connected to onsite basin(s) and conveyed to master planned facilities.

15. This and other similar projects will significantly impact the transportation infrastructure within the City of Perris and adjacent communities. For this reason, the following transportation related improvements are required to mitigate the initial and the ongoing impact to the transportation facilities. This project shall join the City of Perris RBBD.

16. Prior to issuance of occupancy permit, the applicant shall pay the City $500,000 for their contribution towards implementation of interim and ultimate improvements to I-215/Ramona Expressway interchange, Harley Knox Blvd. interchange, and other improvements. This one time contribution is above and beyond TUMF, DIF, RBBD and other City fees and is not reimbursable.

17. Rider Street from Perris Blvd. to the intersection of Indian Avenue within 94’ 102’ full width dedicated right-of-way (47’ north side and 55’ south side) shall be improved with minimum of 66’ 56’ 28’ new of paving along both north side and 36’ on the south side curb/gutter located 35’ on north side of centerline and sidewalk along the north side. Existing pavement along north side shall be removed and replaced, existing pavement along south side shall be grind/over by 0.15’. The existing curb and gutter along south side shall remain in place and incorporated with new improvements. Construction of landscaped / hardscaped median along Rider Street per Exhibit “A” and as approved by Planning and Engineering staff shall be required.

18. Perris Blvd. from Rider Street to Morgan Street shall be improved along both west sides with new curb/gutter and paving located 47’ on either side of centerline within 64’ half width dedicated right-of-way along the west side and existing dedication along the east side from Morgan Street to Rider Street. Existing pavement along east side shall be grind and overlay (0.15), existing pavement along west side shall be removed and replaced. Existing curb and gutter both north and south of Sinclair Street along west side (600’) may remain in place.

19. Indian Avenue along the both sides from Rider Street to Morgan Street shall be improved with minimum of 66’ 56’ new paving, curb/gutter located 35’ on either side of centerline within 94’ full width dedicated right-of-way. Existing pavement along Indian
Avenue south of MWD right-of-way is temporary and must be removed and replaced. Existing pavement along west side adjacent to Ross facility shall be grind and overlay (minimum 0.15”). Existing curb and gutter adjacent to Ross shall remain in place.

20. Construction of 14’ landscaped median along Indian, Rider and Perris Blvd. shall be required adjacent to the site except for transition at driveways and intersections. The landscaped median along Indian Avenue and Perris Blvd. shall be installed from Rider to Morgan Street. Nuisance underground drainage pipe and connection to on and/or offsite drainage facility will be required. Landscaping shall conform to City’s design and similar to Evans Road concept as approved by Planning Department.

21. Harley Knox Blvd. from Indian Avenue to 1.215 shall be fully improved along both sides including curb/gutter to general plan standards within 128’ dedicated right-of-way. The intersection of Harley Knox Blvd. with Indian and Patterson Avenue shall be improved to general plan standards with 2 left turn pockets all legs and directions, minimum 2 through lanes and one dedicated right turn.

22. Traffic index of 10.5 shall be used for any work on Rider, Indian, and Harley Knox Blvd. and 11.0 for Perris Blvd.

23. The intersection of Rider with Indian Avenue (all legs) and the intersection of Harley Knox Blvd. with Patterson Avenue and intersections of Perris Blvd. with Rider and Morgan Street (all legs as needed) shall be improved with concrete section to withstand the truck traffic.

24. Right-of-way acquisition. All right-of-way property area necessary for construction of the street and traffic improvements including any utility and construction easements, not under Applicant’s ownership shall be acquired by the Applicant, at Applicant’s sole cost. If Applicant is unsuccessful in negotiating any right-of-way acquisition with third party owners after a 30 day period, then City shall conduct the necessary analysis to determine in its sole discretion whether to attempt to acquire the right-of-way by exercise of its power of eminent domain; provided, however, that nothing herein shall be deemed a prejudgment or commitment with respect to condemnation.

25. Reimbursement of costs. (1) Applicant and City shall cooperate to ensure that Applicant receives, to the greatest extent practicable, reimbursement for all of Applicant’s eligible costs of constructing all of the street and traffic improvements. (2) Reimbursement agreement or some similar agreement between Applicant and the
City and/or establishment of a RBBD, community facilities district or other assessment district that will fund the costs of such construction. **Applicant acknowledges that its project is already part of the RBBD.** (3) Notwithstanding the forgoing, City shall have no obligation to reimburse or credit Applicant from any source of City funding other than under the local Development Impact Fee program as adopted by the City and/or as described under the RBBD. (4) Other sources of reimbursement may include the Transportation Uniform Mitigation Fee (TUMF) program, future developers who benefit from the improvements constructed by the Applicant, and/or participants in a community facilities or assessment district created to fund such improvements and other improvements in the vicinity of Applicant’s project.

26. New traffic signals shall be installed at intersection of Indian with Rider and Morgan Street. The existing signals at intersection of Harley Knox Blvd. with Indian and Patterson Avenue and Perris Blvd. with Rider and Morgan Street shall be upgraded to accommodate the requested improvements.

27. The applicant shall be required to participate with the City of Perris RBBD and future financing to implement the required infrastructure.

28. Driveways shall be installed per Riverside County Standard No. 207A. One driveway shall be constructed on Rider Street. The two proposed driveways along Perris Blvd. shall be for right in and out only. The most southerly driveway and most northerly driveway along Indian Avenue shall be right in and out only.

29. Minimum of one RTA stop shall be provided along perimeter streets as determined by the City Engineer and RTA.

30. Intersection of Rider with Indian Avenue shall be improved to accommodate one left turn lane, 2 though lanes, and one dedicated right turn lane (all legs and directions). The intersection of Rider with Perris Blvd. and intersection of Perris Blvd. with Morgan Street shall be improved to provide for 2 through lanes (east/west), 3 north/southbound lanes, one left turn lane all legs and directions, and one dedicated right turn lane at all legs and directions. **Dedicated right turn lane at northeast and southeast corners of Perris and Morgan and southeast corner of Rider and Indian shall not be required due to conflict with existing onsite improvements.**

31. Prior to issuance of any permit, lot merger or parcel map shall be filed and recorded.
32. Vacation of Barratt Avenue within this project shall be concurrent with map recordation or prior to issuance of building permits subject to verification of utility clearance.

33. In the event of conflict between these conditions and Exhibit “A”, the most stringent in the opinion of City Engineer shall apply.

Habib Motlagh
Habib Motlagh
City Engineer
REVISED CONDITIONS OF APPROVAL

8. SOE LINES
   UNDERGROUND LINES IN PERRIS AND RELOCATE LINES IN RIDER AND INDIAN

12. SIDEWALK REQUIREMENTS
   SEE REVISED CONDITIONS

17. STREET IMPROVEMENTS IN RIDER
   CONDITION WILL BE MET WITH MODIFICATIONS (EX. R/W AND CURB SOUTH OF CENTERLINE WILL REMAIN)

18. STREET IMPROVEMENTS IN PERRIS
   CONDITION WILL BE REVISED TO REQUIRE WEST SIDE IMPROVEMENTS ONLY. EXISTING CURB ON THE WEST SIDE OF CENTERLINE TO REMAIN, EXCEPT FOR THE PPC PAVEMENT AT THE COMMERCE AND BUSINESS PARK TO BE REPLACED WITH AC/AB.

19. STREET IMPROVEMENTS IN INDIAN
   CONDITION WILL BE MET WITH MODIFICATIONS (SEE REVISED CONDITIONS)

20. MEDIAN
   MEDIAN WITH OPENINGS APPROVED AS SHOWN

21. HARLEY KNOX
   CONDITION WILL BE DELETED

30. INTERSECTION IMPROVEMENTS
   CONDITION WILL BE MET EXCEPT FOR N.E. S.E. AND N.W. CORNERS OF PERRIS AND MORGAN AND THE S.E. CORNER OF RIDER AND INDIAN DUE TO EXISTING CONDITIONS

LEGEND

PROPOSED STREET LAYOUT

PROPOSED STRIPING LAYOUT

PROPOSED R/W

EXISTING R/W

EXISTING STREET EP/ CURB & GUTTER/ STRIPING/ SIDEWALK

LANDSCAPE MEDIAN

CONDITIONS OF APPROVAL [EXHIBIT “A”]
FOR
PERRIS RIDGE COMMERCIAL CENTER II
BWC OF PERRIS BOULEVARD AND RIDER STREET
CITY OF PERRIS
SUBJECT: Annexation of Parcel 1, Parcel Map 36462 to the City’s Flood Control Maintenance District (FCMD 1) No. 1

REQUESTED ACTION:  
Open and Close of Public Hearing, Open 1 Ballot and Adoption of Resolution Ordering the Annexation of Parcel 1, Parcel Map 36462 to the City’s FCMD 1, Giving Final Approval to the Engineer’s Report, and the Levying of the 2015-2016 Assessments

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSION: Parcel 1, Parcel Map 36462 is a 59.02-acre project located north of Rider Street between Indian Avenue and Perris Boulevard. The project is under the ownership of Duke Realty.

On October 13, 2015, a resolution was approved stating the City Council’s intention to re-annex this project into the City’s Flood Control Maintenance District No. 1 and set a Public Hearing for December 8, 2015.

On May 12, 2015, Parcel 1, Parcel Map 36462 was annexed into the City’s Maintenance District No. 84-1 and Landscaping Maintenance District No. 1.

BUDGET (or FISCAL) IMPACT: The proposed annual maximum assessment is subject to Standard Inflation Factors for labor, energy and water. The current annual assessment is $32,743.00.

Reviewed by:  
Assistant City Manager Re  
City Attorney ___

Attachments:  
1. Location Map  
2. Resolution Ordering the Annexation of Parcel 1, Parcel Map 36462 to FCMD 1, Giving Final Approval to the Engineer’s Report, and the Levying of the 2015-2016 Assessments.

Public Hearing:
ANNEXATION OF PARCEL 1, PARCEL MAP 36462 TO CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

PARCEL 1
59.02 ACRES

FCMD 1
Flood control facilities that channel, contain, and convey storm flow to Perris Valley Storm Drain Channel, including catch basins, 8" PVC, 18" and 24" reinforced concrete pipe and 1,800 lineal feet of reinforced concrete box culvert.

Annual Assessment of $32,743 including Standard Inflation Factors, including:

1) "Common Labor, Construction Cost Index", ENR
2) Southern California Edison rate increases
3) Eastern Municipal Water District rate increases
RESOLUTION NUMBER

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 PARCEL 1, PARCEL MAP 36462 TO BENEFIT ZONE 84, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2015-2016

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 13th day of October 2015, adopt its Resolution of Intention Number 4920 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 4920, 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 4920, 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 proceedings 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 4920, 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 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 2015-2016 are hereby levied.
ADOPTED, SIGNED and APPROVED this 8th day of December 2015.

______________________________
Mayor, Daryl R. Busch

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 8th day of December 2015, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
City Clerk, Nancy Salazar
SUBJECT: Annexation of Clearwater Elementary School to the City’s Maintenance Districts

REQUESTED ACTION:
Open and Close of Public Hearing, Open 2 Ballots and Adoption of 2 Resolutions Ordering the Annexation of Clearwater Elementary School to the City’s Maintenance Districts, Giving Final Approval to the Engineer’s Reports, and the Levying of the 2015-2016 Assessments

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: Clearwater Elementary School is a 14.16-acre project located on the northwest corner of Nuevo Road and Murrieta Road. The project is under the ownership of Perris Elementary School District.

On October 13, 2015, 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 December 8, 2015.

BUDGET (or FISCAL) IMPACT: The proposed annual maximum assessments are subject to Standard Inflation Factors for labor, energy and water. The current annual assessments, by district, are as follows:

<table>
<thead>
<tr>
<th>Maintenance District</th>
<th>Annual Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscape Maintenance District 1 (medians)</td>
<td>$13,003.87</td>
</tr>
<tr>
<td>Landscape Maintenance District 1 (parkways)</td>
<td>3,508.10</td>
</tr>
<tr>
<td>Flood Control MD 1</td>
<td>535.95</td>
</tr>
<tr>
<td>Total Annual Assessment</td>
<td>$17,047.92</td>
</tr>
</tbody>
</table>

 Reviewed by:
Assistant City Manager [Signature]
City Attorney [Signature]

Attachments:
1. Location Map
2. Resolution Ordering the Annexation of Clearwater Elementary School to LMD 1, Giving Final Approval to the Engineer’s Report, and the Levying of the 2015-2016 Assessments.
3. Resolution Ordering the Annexation of Clearwater Elementary School to FCMD 1, Giving Final Approval to the Engineer’s Report, and the Levying of the 2015-2016 Assessments.

Public Hearing:
ANNEXATION OF CLEARWATER ELEMENTARY SCHOOL TO CITY OF PERRIS
LANDSCAPE MAINTENANCE DISTRICT NO. 1 AND FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

14.16 ACRES

LMD 1
Nueve Road parkways and easements along south boundary
Murrieta Road parkways and easements along east boundary
50% contribution towards medians in Nuevo Road along south boundary

FCMD 1
Public flood control facilities including catch basin and 24-inch reinforced concrete pipe.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Annual Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscaped Improvements</td>
<td></td>
</tr>
<tr>
<td>Parkways</td>
<td>$13,003.87</td>
</tr>
<tr>
<td>Medians</td>
<td>3,508.10</td>
</tr>
<tr>
<td>Flood Control Facilities</td>
<td>$535.95</td>
</tr>
<tr>
<td>Total Annual Assessments</td>
<td>$17,047.92</td>
</tr>
</tbody>
</table>

Including Standard Inflation Factors
1) "Common Labor, Construction Cost Index", ENR
2) Southern California Edison rate increases
3) Eastern Municipal Water District rate increases
RESOLUTION NUMBER

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 CLEARWATER ELEMENTARY SCHOOL TO BENEFIT ZONE 83, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVying THE ASSESSMENT FOR FISCAL YEAR 2015-2016

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 13th day of October 2015, adopt its Resolution of Intention Number 4924 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 4924, 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 4924, 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 proceedings 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 4924, 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 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 2015-2016 are hereby levied.
ADOPTED, SIGNED and APPROVED this 8th day of December 2015.

__________________________
Mayor, Daryl R. Busch

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 8th day of December 2015, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

__________________________
City Clerk, Nancy Salazar
RESOLUTION NUMBER

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 CLEARWATER ELEMENTARY SCHOOL TO BENEFIT ZONE 114, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2015-2016

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 13th day of October 2015, adopt its Resolution of Intention Number 4923 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 4923 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 4923, 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 proceedings 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 4923, 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 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 2015-2016 are hereby levied.

ADOPTED, SIGNED and APPROVED this 8th day of December 2015.

Mayor, Daryl R. Busch

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 held the 8th day of December 2015, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
City Clerk, Nancy Salazar
SUBJECT: Amendment to carryover unexpended Community Development Block Grant (CDBG) funds from the Senior Home Repair Program and Senior Center Renovations Phase II under the FY 2014-2015 Action Plan to the Senior Home Repair Program and Senior Center Renovations Phase II under the FY 2015-2016 Action Plan to provide funding in the amount of $406,206.73 for the same use: ($205,369.71) Senior Home Repair Program and ($200,837.02) Senior Center Renovations Phase II.

REQUESTED ACTION:
That the City Council approve the proposed Amendment to the 2014-2019 (Five-Year) Consolidated Plan and the FY 2015-2016 Action Plan, and after discussing any changes:

1. Adopt the attached Resolution No. XXX approving the Amendment to the 2014-2019 Five-Year Consolidated Plan and the FY 2015-2016 Annual Action Plan to carryover unexpended CDBG funds from the Senior Home Repair Program and Senior Center Renovations Phase II under the FY 2015-2016 Action Plan ($205,369.71) to the Senior Home Repair Program and ($200,837.02) to the Senior Center Renovations Phase II under the FY 2015-2016 Annual Action Plan.

CONTACT: Darren Madkin, Deputy City Manager

BACKGROUND/DISCUSSION:

The City of Perris currently receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The primary purpose of CDBG funds is to benefit persons who earn less than 80% of the area median income (AMI) or reside in an eligible area. For a family of four in Perris, the AMI limit for FY 2015-2016 is $49,700.00 annually. Eligible low-to-moderate income areas are still based on 2010 Census data. Eligible activities include, but are not limited to, public service and housing activities, infrastructure improvements, park improvements, and code enforcement activities.

As part of the process to receive entitlement funds, the City is required to have a Consolidated Plan and an Annual Action Plan. The purpose of the Consolidated Plan is to identify community development and housing needs and outline goals and objectives to meet those needs. The Annual Action Plan is the yearly document that details what activities the City will undertake and the amount of funding to be expended on the activities during the current CDBG fiscal year. The City Council adopted its current Five-Year Consolidated Plan (2014-2019) on May 6, 2014, along with its first Annual Action Plan (FY 2014-2015).

The City’s Adopted Citizen Participation Plan, which is a component of the Five Year Consolidated Plan, requires a Substantial Amendment to the Consolidated Plan if CDBG Funds budgeted in the Annual Action Plan will be moved from an existing eligible activity to another eligible activity in an amount greater than 50% of the existing activity’s allocation and if the proposed project does not currently exist in the approved Action Plan. The proposed carryovers to the Senior Home Repair Program and Senior Center Renovations Phase II will not result in an amount greater than 50% of the existing allocation for
the project. However, they do not currently exist in the approved FY 2015-2016 Action Plan.

**CDBG Funds Available to Carryover**

Staff has identified a total of $406,206.73 in unexpended funds from the Senior Home Repair Program and Senior Center Renovations Phase II during FY 2014-2015, which may be carried forward to FY 2015-2016 for the CDBG-eligible Senior Home Repair Program and Senior Center Renovations Phase II.

**BUDGET (or FISCAL) IMPACT:** The result of this carryover of $406,206.73 in unexpended CDBG funds from the Senior Home Repair Program and Senior Center Renovations Phase II under the FY 2014-2015 Annual Action Plan, to the Senior Home Repair Program and Senior Center Renovations Phase II under the FY 2015-2016 Annual Action Plan will increase the FY 2015-2016 Annual Action Plan budget by $406,206.73. These funds were not currently part of the FY 2015-2016 Annual Action Plan budget. This action will also increase the FY 2015-2016 Housing Authority budget by $205,369.71 in additional CDBG funding for the FY 2015-2016 projects identified herein.

Prepared by: Sara Cortés de Pavón, Grants Manager
Review by: Assistant City Manager, Ron Carr
Attachments: Resolution No. 2015- X
Public Hearing: X
Attachment #1

RESOLUTION NO. 2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
APPROVING A SUBSTANTIAL AMENDMENT TO THE FIVE YEAR
ACTION PLAN TO CARRY OVER $406,206.73 IN FY 2014-2015 COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT GRANT FUNDS
TO THE FISCAL YEAR 2015-2016 ANNUAL ACTION PLAN

WHEREAS, the City Council must approve substantial amendments to the City’s Five-Year (2014-2019) Consolidated Plan and Annual Action Plan, including the carryover of unexpended CDBG funds; and

WHEREAS, the City Council must find that under the Federal guidelines established by the U.S. Department of Housing and Urban Development, that the carryover of unexpended funds will meet federal reallocation criteria including: carryover the unexpended funds to eligible uses that meet the low/mod area or low/mod clientele national CDBG Objectives; and ensuring that funds will be carried over to non-public service and non-planning & administration programs; and ensuring that projects receiving funds are ready to move forward and be completed; and

WHEREAS, pursuant to Federal Regulations at 24 CFR Part 91.105 (a)(3), and the City’s Citizen Participation Plan a combined 30-day notice of the hearing and notice of public comment on the proposed amendments to the City’s Consolidated Plan, and Fiscal Year 2015-2016 Annual Action Plan was published in the Perris Progress Newspaper on November 6, 2015 for public comment.

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

SECTION 1. That on December 8, 2015, the City Council conducted a duly noticed public hearing to receive public comment on the proposed amendments to the City’s Consolidated Plan and FY 2015-2016 Annual Action Plan to carryover $406,206.73 in unexpended FY 2014-2016 CDBG funds to FY 2015-2016 as outlined below:

CDBG Funds:

- Carryover $205,369.71 to the Senior Home Repair Program
- Carryover $200,837.02 to the Senior Center Renovations Phase II

SECTION 2. That, upon finding under the Federal guidelines established by the U.S. Department of Housing and Urban Development, the proposed carryovers are eligible uses of
CDBG funds and will serve low- to moderate- income persons.

SECTION 3. That, upon concluding the public hearing, the City Council hereby approves the Substantial Amendment to the City’s Consolidated Plan and FY 2015-2016 Annual Action Plan to reflect the changes made as outlined.

SECTION 4. The City Clerk shall attest to the passage of this resolution and it shall thereupon be in full force and effect.

PASSED, APPROVED, AND ADOPTED ON DECEMBER 8, 2015, BY THE FOLLOWING VOTE:

_________________________________________
MAYOR, DARYL R. BUSCH

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 15-___________________________ was duly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 8th day of December 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

______________________________
City Clerk, Nancy Salazar
SPECIAL MEETING OF THE CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: December 8, 2015

SUBJECT: Planning Commissioner Appointment

RECOMMENDED ACTION: APPOINT applicants to fill three open seats on the Planning Commission

CONTACT: Clara Miramontes, Director of Development Services

BACKGROUND/DISCUSSION:

The purpose of this item is to fill three seats on the Planning Commission. The Planning Commission is a seven-member board established on March 26, 2002. One of the open seats has been vacant since April 2015 and is scheduled to expire at the end of this month. The following two Commissioners will have expired terms at the end of this month: Dave Stuart and Jose Marin. The remaining 4 seats are currently occupied by the following Commissioners: Chairperson Brady McCarron, Vice Chairperson Olivia Barnes, Dwayne Hammond and Jack Shively. The recruitment process began in early November 2015. Vacancy recruitment notices were published in the Perris City News and posted on bulletin boards in City Hall. Ads were run on the cable access channel and on the City’s web-site which included an on-line application form. A total of 6 applications were received for the Planning Commission open seats. The following have submitted an application:

David Santillan
David Stuart
James Williams
Lucinda (Cindy) Espinoza
Michael Weir
Ruben Aras

Section 2.37.030 of the Municipal Code states that Commissioners may only be appointed by a majority vote of the Council. The process for appointing Commissioners is not specified by Ordinance, and remains solely within the discretion of the Council. In previous appointments, the selection process has included a formal vote by written ballot, with the results tallied by the City Attorney and read by the Mayor. Staff is recommending that the City Council appoint three of the applicants to fill three open seats on the Planning Commission.

BUDGET (or FISCAL) IMPACT:

Cost for staff preparation of this item is covered in the current budget.

PREPARED BY: Clara Miramontes, Director of Development Services
REVIEWED BY: Ron Carr, Assistant City Manager
City Attorney: N/A
Special Meeting: December 8, 2015
Attachments: Commissioner Applications
CPC Attendance Record for 2015
DAVID SANTILLAN
CITY OF PERRIS  
Planning Commissioner  
Application Form

YOUR CONTACT INFORMATION
The City of Perris Planning Commission is committed to promoting a high quality of life in the community through responsible land use decisions. The Commission takes pride in preserving the City's heritage and ensuring sustainable development for future generations. Appointments to the Planning Commission are made by the City Council following interviews with selected qualified candidates. The City reserves the right to invite only the most qualified applicants to participate in the selection process. Regular Commission meetings are held on the first and third Wednesday of each month at the City Council Chambers located at 100 North Perris Boulevard.

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Your Email Address (optional): [ ] Cellular Phone/Other [ ]

INTERESTS / SKILLS / ABILITIES
List your skills, abilities, related volunteer community service and relevant interest to the assignment you are seeking:
please refer to attached document

SUPPLEMENTAL QUESTIONNAIRE
Please respond in each of the following questions (if additional space is needed, please use a separate sheet of paper). If desired, a resume may accompany your application.

1. Why do you want to be appointed to the City of Perris Planning Commission?
   please refer to attached document

2. How will your education, training, experience and history of community involvement make you a suitable candidate to serve as a Planning Commissioner?
   please refer to attached document
3. In your opinion, what are the most important planning and development issues in the City of Perris?

please refer to attached document

4. What vision do you have for future development in the City of Perris?

please refer to attached document

CERTIFICATION AND AUTHORIZATION

I certify that all statements made in this application are true and complete. In compliance with State law, I understand that I will be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

__________ 11/19/15
Applicant's Signature  Date

SUBMIT YOUR APPLICATION

Completed applications must be submitted to the Office of the City Manager, City of Perris, at 101 North D Street in Perris prior to any established filing deadline.
City of Perris
Planning Commissioner
Application Form

Applicant:
David Santillan

Address:
Murrieta Rd.
Perris CA, 92571
I am a recent graduate from the University of California Riverside. I graduated with a degree in Public Policy. In my four years at UCR, I became heavily involved in with the Student Government. I was appointed as Legislative Director for the Student Body in which I recruited a strong team of 40 students who joined me in my lobbying efforts as we advocated for the university, students, and UC system. In addition, I was appointed as the Legislative Director for the United States Student Association; similar to my role at UCR, but only a national level. Throughout the course of the year, I and my fellow members would go to Sacramento and Washington DC to lobby our members of the legislature on issues that pertain to higher education such as tuition and pell grants. In our efforts, UC administration joined in with the common mission of making the UC system a more affordable, accessible, and quality educational institution.

While I was a UCR student, I was also involved back in Perris High School where I graduated. I spoke to the senior students about the current state of the UC, the importance of being an active agent in your community/city, and how college is attainable given the high costs.

Question 1:
Why do you want to be appointed to the city of Perris Planning Commission?

As an interested member of our community, I would like to volunteer my time, skills, and talents to serve in the city of Perris. It is my home. I always speak highly of this city and my high school whenever I traveled across the state or country in my capacity through student government. As a recent graduate who left the city to pursue a higher education, I want to return back home and help grow our city to a better state. Public service has always been a passion of mine. Since high school, I have always wanted to give back. It all began with Link Crew, in my senior year in high school when I started a club that helped freshmen have a smooth and great experience transitioning into high school. Then in college, through student government, advocating for the 240,000 students as an executive member of the University of California Student Association and working around policy that affected our needs as student’s and through United Stated Student Association on a national level. Much of the student organizing in the state and across the country is a result of what my fellow board members and I started and continued fro previous years. Now through the planning commission, I hope to work with members and city council to galvanize the local businesses to maintain the character of our city.

Question 2:
How will your education, training, experience and history of community involvement make you a suitable candidate to serve as a Planning Commissioner?

As a public Policy major, I have learned the many facets of how our government works. As such, I have come to a greater understanding of how important it is for residents of this city to be active participants in their community to foster our home into something greater.

Question 3: In your opinion, what are the most important planning and development issues in the city of Perris?

A very important planning and development issue in the city of Perris is the use of land. It is critical to maintain an equal and workable balance of land throughout the cities boundaries. The city cannot become a distribution city, a city with an overbuild of homes, nor a city that has no business areas, that can all result in vacant properties and buildings. The city needs to focus on building and attracting a commercial center. This property would behoove the cities economy and fill the needed services to our city and residents, such as sit down restaurants and a shopping center that is greatly needed in the Avalon, May Ranch area. The residents who reside in these areas of the city, do not have the convenience to drive down the street to get groceries, rather they have to drive to Moreno Valley to shop around. Let's
keep our residents in Perris, with attractions and commercial development needed around housing areas. As the city continues to grow and attract businesses, it is important we raise the standards on the exterior designs of all developments within the city and lead the path in going green, constructing sustainable architecture.

Question 4: What vision do you have for future development in the city of Perris?

I envision a robust business/residential community that not only creates a synergy of new developments including but not limited to retail, community centers, office buildings, residential and logistical distribution centers, but a balance for all residents and business communities to benefit from and enjoy. The city needs to continue to build great projects like Mercado Park, Perris Station Apartments, and the Metro line in Perris. In addition, to promote Perris and the development of additional modern, livable business districts such as those on D Street.

In closing:
It would be a great honor for me to serve the city as a member of the Planning Commission. As I have stated before, public service is my passion and to serve in the city where I was raised and to continue to see the growth of this great city gives me pride and respect for the place I call home once again, after having returned from college. I hope to continue to help guide our youth in the high schools, the residents of the city, and community.
DAVID STUART
City Council of Perris
101 North D Street
Perris CA 92570

2 December 2015

Dear City Council,

I apologize for missing the Council meeting on 8 December 2015, which will include appointments to the Planning Commission.

At that time I will be in Bethesda, Maryland, moving my 92-year-old mother into assisted living. Once she is settled in, my future trips to visit her will not conflict with Planning Commission meetings.

I hope that my absence does not weaken my opportunity for reappointment. I wish very much to serve again.

Sincerely yours,

David G. Stuart
CITY OF PERRIS
Planning Commissioner Application Form

YOUR CONTACT INFORMATION
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Your Email Address (optional): [Redacted]  Cellular Phone/Other: [Redacted]

INTERESTS, SKILLS, ABILITIES
List your skills, abilities, related volunteer community service and relevant interest to the assignment you are seeking:
See page 3.

SUPPLEMENTAL QUESTIONNAIRE
Please respond in each of the following questions (if additional space is needed, please use a separate sheet of paper). If desired, a resume may accompany your application.

1. Why do you want to be appointed to the City of Perris Planning Commission?
See page 3.

2. How will your education, training, experience and history of community involvement make you a suitable candidate to serve as a Planning Commissioner?
See page 3.
3. In your opinion, what are the most important planning and development issues in the City of Perris?
See page 3.

4. What vision do you have for future development in the City of Perris?
See page 3.

CERTIFICATION AND AUTHORIZATION

I certify that all statements made in this application are true and complete. In compliance with State law, I understand that I will be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

Applicant’s Signature ____________________________ 19 November 2015
Date

SUBMIT YOUR APPLICATION

Completed applications must be submitted to the Office of the City Manager, City of Perris, at 101 North D Street in Perris prior to any established filing deadline.
Skills, abilities, related volunteer service:
Twelve years on the Planning Commission, including years of the development bubble and years since the crash.
Several City of Perris projects including the rehabilitation of the Perris Historic Railway Depot
and the Perris Centennial Exhibition.
Formal training at M.I.T. as an aerospace engineer, and years of space project management experience.
Ability to evaluate complex projects using a balance of quantitative and qualitative criteria.
Volunteer and paid work for the Perris Valley Chamber of Commerce.
Volunteer work for many organizations such as the Orange Empire Railway Museum,
Perris Valley Historical Museum, Dora Nelson African American Art & History Museum,
Rotary Club of Perris, Measure S Oversight Committee, and the Perris Christmas Parade.

1. Why do you want to be appointed to the City of Perris Planning Commission?
Since 2003, I have had the privilege of serving on our Planning Commission. I request reappointment so that I may
continue using everything that I have learned to help build our City. And I very much want to keep working with
my fellow Commissioners, our City staff, and our City Council – I believe that together we can achieve excellence
in planning.

2. How will your education, training, experience and history of community involvement make you a suitable
candidate to serve as a Planning Commissioner?
My formal education in aerospace systems is a bit far from urban planning, but it did teach me an engineering
approach to large complex problems, and it gave me the technical background to understand the mathematical data
in the planning process. Of course my best training has come from being on the Commission for the last few years.
But my involvement with several historic projects (the Perris Railway Depot, the Bank of Perris, and more recently
the Perris Centennial Exhibition) has also contributed greatly to my education. Together with my previous work
with the Chamber of Commerce and various local museums, these activities have put me at the crossroads of our
City’s hopes for future growth and downtown renewal.

3. In your opinion, what are the most important planning and development issues in the City of Perris?
Perris faces several urban planning challenges. Although we are beginning to come back from the economic crash,
available housing remains scarce and needed. Retail development is still weak, lagging behind residential
recovery. Growing traffic congestion tries to clog our streets. Shifts in development towards denser mixed-use
concepts require more flexibility in our ordinances and procedures. Old developers have faded away, and new ones
are appearing – we will need to build new partnerships. Environmental concerns demand more attention, driven by
market forces and state laws. Federal and state moneys have become rarer, forcing us to rely more on local
resources. And the valley is still too flat for good drainage. The crucible for those issues will be getting high-quality
transit-oriented development as Metrolink starts to serve our downtown area.

4. What vision do you have for future development in the City of Perris?
Transition, balance, quality. First, Perris is in the middle of an inescapable transition from its rural origins into a
modern urban City, from traditional households to two-breadwinner families, from old job descriptions to
information-age technical professions. Our City’s challenge is to manage that evolution so that while our living and
working environments change around us, the old small-town virtues of Perris are still here for our citizens.
Second, we must strive for balance in the results of development, with a graceful mix of residential and commercial
and industrial and retail components, with a broad range of living and work options for our very diverse population,
and with civic structures that build on our City’s history and the cultural roots of our people.
And third, in whatever we build or approve or encourage, I believe there must always be quality – in our plans, in
our ordinances, in our partnerships, and ultimately in our project approvals. We have raised the bar high – I want to
keep it there.
JAMES WILLIAMS
CITY OF PERRIS
Planning Commissioner
Application Form

YOUR CONTACT INFORMATION

The City of Perris Planning Commission is committed to promoting a high quality of life in the community through responsible land use decisions. The Commission takes pride in preserving the City’s heritage and ensuring sustainable development for future generations. Appointments to the Planning Commission are made by the City Council following interviews with selected qualified candidates. The City reserves the right to invite only the most qualified applicants to participate in the selection process. Regular Commission meetings are held on the first and third Wednesday of each month at the City Council Chambers located at 100 North Perris Boulevard.

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INTERESTS, SKILLS/ABILITIES

List your skills, abilities, related volunteer community service and relevant interest to the assignment you are seeking:

[Signature]

SUPPLEMENTAL QUESTIONNAIRE

Please respond in each of the following questions (if additional space is needed, please use a separate sheet of paper). If desired, a resume may accompany your application.

1. Why do you want to be appointed to the City of Perris Planning Commission?

   [Handwritten response]

2. How will your education, training, experience and history of community involvement make you a suitable candidate to serve as a Planning Commissioner?

   [Handwritten response]
3. In your opinion, what are the most important planning and development issues in the City of Perris?

Traffic and pedestrian safety

4. What vision do you have for future development in the City of Perris?

Additional parks in areas and more formal dining establishments

CERTIFICATION AND AUTHORIZATION

I certify that all statements made in this application are true and complete. In compliance with State law, I understand that I will be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

[Redacted]

Applicant’s Signature

19 Nov 2015

Date

SUBMIT YOUR APPLICATION

Completed applications must be submitted to the Office of the City Manager, City of Perris, at 101 North D Street in Perris prior to any established filing deadline.
Jim Williams, Background

Married 43 years, two children, three Grandchildren
Utah Native (SLC)
Military Police Sgt., U.S. Army — Viet Nam & Germany
BS Conservation Idaho State University
Lived in Perris since 1978 (Prior to any stop lights)
Retired from Bureau of Land Management in 2006, California Desert District, Supervisory Realty Specialist, headquartered in Riverside, Field Offices In Barstow, Needles, Palm Springs, Ridgecrest and Needles.

While working with the Bureau of Land Management I was directly involved in meeting with a wide range of public organizations, private individuals and various business interests seeking to utilize public lands (over two million acres of lands managed by the Bureau of Land Management throughout Southern California).

In response to those varied requests to utilize public lands, a wide range of land use decisions were made to determine which method of land use authorization (right-of-way or land lease) or possible transfer (sale of public land) would best serve the public and the party seeking to use the lands. In some cases where there was a high level of public interest and significant land resources involved in the project, an Environmental Impact Statement would be prepared as opposed to a lower level Environmental Assessment Report. The types of projects examined ranged from major energy projects, interstate highways, access to home sites, land transfers and leases to city, state, and county government for public purposes. In some cases the determination would be made that the public interest would best be served for the lands to be sold (for agricultural use, home sites, landfills etc); in other cases a determination would be made to lease the land first, with an eventual plan to sale the land to the individual group involved with the project once they had fully shown their ability to complete their project.
LUCINDA (CINDY) ESPINOZA
CITY OF PERRIS
Planning Commissioner
Application Form

The City of Perris Planning Commission is committed to promoting a high quality of life in the community through responsible land use decisions. The Commission takes pride in preserving the City's heritage and ensuring sustainable development for future generations. Appointments to the Planning Commission are made by the City Council following interviews with selected qualified candidates. The City reserves the right to invite only the most qualified applicants to participate in the selection process. Regular Commission meetings are held on the first and third Wednesday of each month at the City Council Chambers located at 100 North Perris Boulevard.

Last Name          First Name          MI
Espinoza            Lucinda (Cindy)    Ann

Street Address
North A Street

City          State          Zip Code
Perris          CA            92570

Your Email Address (optional):

Cellular Phone/Other:

INTERESTS, SKILLS, ABILITIES
List your skills, abilities, related volunteer community service and relevant interest to the assignment you are seeking:

I had some training on planning out a new community with city officials, developers, neighbors in Ontario as well with Leadership Connection with the Zeta Fund. As a hotel sales manager I would purchase the permit list then contact the owner and developers, work with them as they went thought the process until they opened for business. Then when they needed a hotel I was the first one they thought of to stay with.

SUPPLEMENTARY QUESTIONS:
Please respond in each of the following questions (if additional space is needed, please use a separate sheet of paper). If desired, a resume may accompany your application.

1. Why do you want to be appointed to the City of Perris Planning Commission?
Stay current with community issues with particulars to planning and zoning. Also to have an opportunity to broaden my planning experience to develop a strong understanding of the existing regulations with various stakeholders.

2. How will your education, training, experience and history of community involvement make you a suitable candidate to serve as a Planning Commissioner?
I have always been involved with my community so that if I see opportunities for a betterment I feel I have a voice then those that talk but don't get involved. I have also been a former historical commissioner in another city and had the pleasure to work on many projects with several chambers in Southern California when marketing to developers to invest into our community.
3. In your opinion, what are the most important planning and development issues in the City of Perris?
Educating the community of mixed use and how infrastructure works to have a safer neighborhoods, better schools and flow of traffic.

4. What vision do you have for future development in the City of Perris?
BRIGHT..... VERY BRIGHT

Passport to Perris is the Perris Valley Chamber of Commerce marketing campaign for 2016

CERTIFICATION AND AUTHORIZATION

I certify that all statements made in this application are true and complete. In compliance with State law, I understand that I will be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

[Signature]

Date

Completed applications must be submitted to the Office of the City Manager, City of Perris, at 101 North D Street in Perris prior to any established filing deadline.
YOUR CONTACT INFORMATION

The City of Perris Planning Commission is committed to promoting a high quality of life in the community through responsible land use decisions. The Commission takes pride in preserving the City’s heritage and ensuring sustainable development for future generations. Appointments to the Planning Commission are made by the City Council following interviews with selected qualified candidates. The City reserves the right to invite only the most qualified applicants to participate in the selection process. Regular Commission meetings are held on the first and third Wednesday of each month at the City Council Chambers located at 100 North Perris Boulevard.

Last Name: Weir  
First Name: Michael  
MI: L

Street Address: E. Ramona Expressway

City: Perris  
State: CA  
Zip Code: 92571

Your Email Address (optional): [REDACTED]  
Cellular Phone/Other: [REDACTED]

INTERESTS / SKILLS / ABILITIES

List your skills, abilities, related volunteer community service and relevant interest to the assignment you are seeking:

I am currently on the Community Development Commission, I am 2nd Vice Commander at the American Legion Post 595, Chairman of the Measure L Advisory Board for Val Verdes School Dist.

SUPPLEMENTAL QUESTIONNAIRE

Please respond in each of the following questions (if additional space is needed, please use a separate sheet of paper). If desired, a resume may accompany your application.

1. Why do you want to be appointed to the City of Perris Planning Commission?

   I want to be part of a growing city and I think I can offer a impartial judgement on the projects that come before the commission.

2. How will your education, training, experience and history of community involvement make you a suitable candidate to serve as a Planning Commissioner?

   I have served the community as a Fireman, Correctional Sergeant and the U.S. Military. I moved to Perris in 2001 and have tried to stay involved with what is going on in the city. I have served a Vice-Chair on the Public Safety Commission, I am on the city’s parade committee.
3. In your opinion, what are the most important planning and development issues in the City of Perris?

I think long term jobs are the best thing for the city. So we need to look at development that will bring us those jobs.

4. What vision do you have for future development in the City of Perris?

I vision Perris to be developed like Riverside, with Hotels, Restaurants and Stores. I see Perris as a safe place that people would like to raise their family and work.

CERTIFICATION AND AUTHORIZATION

I certify that all statements made in this application are true and complete. In compliance with State law, I understand that I will be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

Applicant's Signature

November 19, 2015
Date

SUBMIT YOUR APPLICATION

Completed applications must be submitted to the Office of the City Manager, City of Perris, at 101 North D Street in Perris prior to any established filing deadline.
CITY OF PERRIS
Planning Commissioner
Application Form

YOUR CONTACT INFORMATION

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<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>MI</th>
<th>Street Address</th>
<th>Apt. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arantz</td>
<td>Ruben</td>
<td></td>
<td>Hollowood Court</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perris</td>
<td>CA</td>
<td>92571</td>
</tr>
</tbody>
</table>

Your Email Address (optional): ____________________________ Cellular Phone/Other: ____________________________

INTERESTS / SKILLS / ABILITIES

List your skills, abilities, related volunteer community service and relevant interest to the assignment you are seeking:

See Attachment

SUPPLEMENTAL QUESTIONNAIRE

Please respond in each of the following questions (if additional space is needed, please use a separate sheet of paper). If desired, a resume may accompany your application.

1. **Why do you want to be appointed to the City of Perris Planning Commission?**

See Attachment

2. **How will your education, training, experience and history of community involvement make you a suitable candidate to serve as a Planning Commissioner?**

See Attachment
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. In your opinion, what are the most important planning and development issues in the City of Perris?</td>
<td>See Attachment</td>
</tr>
<tr>
<td>4. What vision do you have for future development in the City of Perris?</td>
<td>See Attachment</td>
</tr>
</tbody>
</table>

**CERTIFICATION AND AUTHORIZATION**

I certify that all statements made in this application are true and complete. In compliance with State law, I understand that I will be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

Applicant’s Signature: ___________________________ Date: 11-18-15

**SUBMIT YOUR APPLICATION**

Completed applications must be submitted to the Office of the City Manager, City of Perris, at 101 North D Street in Perris prior to any established filing deadline.
List your skills, abilities related volunteer community service and relevant interest to the assignment you are seeking:

As Cesar Chavez, founder of the Farm Workers Union, once said, the purpose of one’s live should be “to Serve Mankind” I have always believed in the words and no-more-so than at this time of opportunity. My inherent leadership skills, coupled with my education, work-life experience and community volunteerism, allow me to have strong set of skill and abilities for the open position of City Council. Additionally my Bachelors of Science Degree in Business Administration; the 21 years spend working at Lake Elsinore Unified School District Transportation Department. The 10 years serving as an Elected Board Member of Perris Elementary School Board Member. The coupled with my corporate work experience with a large food chain retailer. Gives me the qualifications to the position of board member of the Perris City Council. Also as you can see by my resume, having served on various Boards, both as President and Board Member, I have a full understanding of how to work within a Team and abide by the decisions of a majority
My skills and abilities is being active in the community being involved in the Perris City Events showing interested and care for our community. I attend Mayor Pro Term Tonya Burke Coffee and Conversation this helps the community input of how the community would like to see different in Perris. I attend the Chamber of Commerce events and network with the Business Community. I am involved with the social events with Chamber of Commerce and the City of Perris Live Well events. I am also supporter and volunteer for the City of Perris Boys and Girls Club. I am support our community churches for events and fund raisers. I also attend Armando Hurtado Hispanic Small Business Non Profit Organizations very informative organizations for the City of Perris. I am involved in the Cops and Clergy committee. Hosted by Rita Rogers City Council Member. Its very important to be involved in this committee because they reach out to the community and active members of the church congregations. This also serves as an information center for the up coming events, education updates on local schools, along with local governments updates. Our Perris Police Chief is present to the Cops and Clergy Committee. My spiritual background Christianity.

1. Why do you want to be appointed to the City of Perris Planning Commission?

I, Ruben Arras care about our city, our small businesses, our neighborhoods. Our parks. I share the same values as each of the present Planning Commissioner. It takes team effort collaborate the goals and vision and working with the leaders of great character. I Ruben Arras have leadership ability and also share the vision would be a perfect selection being appointed for the Perris City Planning Commissioner.
2. How will your education, training, experience and history of community involvement makes you a suitable candidate to serve as a Planning Commissioner?

My name is Ruben R Arras my education in positive planning and achievement in my life. I graduated with a Bachelors Degree Business Science and Management. I hold a full time job at Lake Elsinore Unified School District Transportation. My Title is Technician / Mechanic My experience being a Governor Board Member for 10 years at Perris Elementary School District. Our accomplishment with the Board Members and Administration Team. Building School Sites Sky View Elementary, Enchanted Hills, Railway Elementary, Rob Reiner. Networking with other school sites, along side with other community programs. Governing Board Members also made Policy Procedure, Budget Cost Annual Salary expense for Classified / Teacher, Administration Salary. Also having safe and clean environment for students and adopting the best curriculum for the K-6 grade. In my 10 years as being a Governing Board Member we kept secure proper finance to operate Perris Elementary School District. Along with hold a reserved 3% percent funding in our budget account. We also accomplish bond Measure S for upgrades for the school site to get improvements facility. As you can see in my resume, my educational background, my degree in Business Administration, the additional Training Courses that I completed successfully and working with community organizations, give me a strong foundation and understanding of how to run our city as a business. We can’t afford to outspend our revenues. By establishing a sound business plan, frugal allocation of funds and resources, treating all management and staff with respect while holding them accountable for their department and individual objectives will help us to guide our city towards controlled growth and property.

3. In your opinion, what are the most important planning and development issues in the City of Perris?

Important of planning and development would be to assure safety to public by building larger and small business in areas safe for the public assets for conveniences of restaurants and freeways easily accessible with entrances and exits. A review of curbs and sidewalks for safety of pedestrians in the City of Perris. Abandoned building over so many years that have a been sitting on land creating a poor atmosphere for our City of Perris. Establishing revenue for the City of Perris. Committee by building facilities, restaurants, Hotels Indoor outdoor arena for sports and concert events. LA Fitness center in Perris Community.

4. What vision do you have for future development in the City of Perris?

Building a committee of facilities to create family and commuters interest for indoor and
outdoor activities that would bring revenue into our City. Implement facilities for birthdays and celebrations for all ages such as Chucky Cheese.

B J Restaurant & Arcade, Bowling Alley, Roller Skating. Adapting these facilities to the City Of Perris would have families staying in our community to have more revenue for Perris Town. It would allow other local resident to support the facilities that are close to City of Perris. The most critical is to advertise are large and small business and attractions to the Perris residents knowing we have more businesses coming aboard to the City of Perris.

My leadership ability and experience, education makes being the perfect candidate to be selected in being City OF Perris Planning Commissioner.

Sincerely

Ruben Arras
Ruben R. Arras
Hollowood Court
Perris, California 92571

Objective:
Planning Commissioner

Summary:
21 years experience in school district transportation department
School Transportation Management Training
10+ years serving as elected Perris Elementary School Board Member

Education:
Bachelor of Science in Business Administration, December 2007
University of Phoenix

Courses taken included:
Strategic Management
Organizational Decision Making
Personnel Planning and Selection
Compensation and Performance

Experience:
Mechanic Driver
05/02/1996 - Present
Lake Elsinore Unified School District

Responsible for L.E.U.S.D. Transportation fleet.
Involved in developing training program for all mechanics/drivers
Responsible for maintaining records preventing cost overruns
Responsible for working directly with California Highway Patrol

Named Department of Transportation Employee of the Year 2006-2007
Outstanding Attendance Award Transportation Year 2013-2014

Mechanic Driver
06/01/1994 - 05/01/1996
Perris Elementary School District

Responsible for maintaining all Transportation Department Fleet
Served as the as the Interim Supervisor of Maintenance and Transportation
Responsible for responding to public concerns regarding the
Transportation Department.

Mechanic / Shop Forman
Lucky Stores Inc.

Responsible for maintaining all Transportation Department Fleet
Served as the Supervisor of Maintenance and Transportation

Trainings:
Heavy Duty Truck and Equipment
Automotive Specialization Front End and Brakes
Refrigerant Conditioning Equipment
Microsoft Windows Certificate
Mater of Boardmanship
Transportation Administrators Academy

Activities:
Member since 1997 California School Board Association
Member since 1996 California Association of School Business Officials
Served on LEUSD Budget Committee, 2001
Sunburst Youth Academy Mentor 2013
Inland Empire Hispanic Leadership Council Non Profit Organization 2012
Cops and Clergy Committee 2014
Knight of Columbus Member
Boys and Girls Club Perris
# Planning Commission Attendance for Year 2015

<table>
<thead>
<tr>
<th>CPC Hearing Date</th>
<th>Jose Marin</th>
<th>Jack Shively</th>
<th>Olivia Barnes</th>
<th>Brady McCarron</th>
<th>Dwayne Hammond</th>
<th>Dave Stuart</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 18, 2015</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>March 4, 2015</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>March 18, 2015</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>April 15, 2015</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>May 6, 2015</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>June 17, 2015</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>August 5, 2015</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>September 16, 2015</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>October 14, 2015</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>November 4, 2015</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>X</td>
</tr>
<tr>
<td>November 18, 2015</td>
<td>✓</td>
<td>✓</td>
<td>X</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>December 2, 2015</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td><strong>Total Meetings Absent</strong></td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
</tbody>
</table>

✓ = Present  
X = Absent
STRATEGIC PLAN MATRIX
THREE-YEAR GOAL: *Improve public awareness and engagement*

<table>
<thead>
<tr>
<th>WHEN</th>
<th>WHO</th>
<th>WHAT</th>
<th>STATUS</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. By May 1, 2015</td>
<td>Administrative Services Manager</td>
<td>Research the feasibility of developing a community garden and report the findings with a recommendation to the Parks and Recreation Committee for a recommendation to the full City Council.</td>
<td>X</td>
<td>Concept presented to the City Council on September 8, 2015</td>
</tr>
<tr>
<td>2. At the May 12, 2015 Council meeting</td>
<td>City Manager and Mayor Pro Tem Burke and Councilmember Rodriguez</td>
<td>Review the mission/purpose of the City’s existing commissions and committees and make a recommendation to the City Council for possible creation, consolidation and/or elimination.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>3. By June 1, 2015</td>
<td>IT Manager</td>
<td>Add to the City’s website a Spanish version of content.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>4. By June 1, 2015</td>
<td>IT Manager</td>
<td>Research alternatives to enhance the digital experience for the public and present the findings and recommendations to the City Manager and Assistant City Manager for action.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>5. By June 1, 2015</td>
<td>IT Manager</td>
<td>Complete development of a mobile-friendly website.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>6. By August 15, 2015</td>
<td>IT Manager</td>
<td>Replace existing Council Chamber video screens.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>7. By September 1, 2015</td>
<td>Assistant Director of Community Services and Housing</td>
<td>Expand On Track in Perris newsletter to promote governmental agencies’ events, programs and activities.</td>
<td>X</td>
<td></td>
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</tbody>
</table>

Updated 12-2-15
<table>
<thead>
<tr>
<th>WHEN</th>
<th>WHO</th>
<th>WHAT</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. By May 1, 2015</td>
<td>RDA/EDA and Director of Development Services</td>
<td>Present to the Economic Development Subcommittee a status report on plans for improving the appearance of 4th Street.</td>
<td>X</td>
</tr>
<tr>
<td>2. By May 1, 2015</td>
<td>Assistant Director of Public Works</td>
<td>Present an action plan to the City Manager for transfer of park maintenance from contracted services to City staff.</td>
<td>X</td>
</tr>
<tr>
<td>3. By June 1, 2015</td>
<td>Police Chief, with input from appropriate community organizations</td>
<td>Present to the City Manager an operational plan to improve quality of life issues within the City of Perris for our homeless population.</td>
<td>X</td>
</tr>
<tr>
<td>4. By September 1, 2015</td>
<td>Director of Development Services</td>
<td>Assess the need and present to the City Manager for action a plan to update entry signage throughout the City.</td>
<td>X</td>
</tr>
</tbody>
</table>
THREE-YEAR GOAL: *Improve the City’s facilities and infrastructure*

<table>
<thead>
<tr>
<th>WHEN</th>
<th>WHO</th>
<th>WHAT</th>
<th>STATUS</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>At the May 26, 2015 City Council meeting</strong></td>
<td>Deputy City Manager (lead), CIP Manager, Assistant Director of Public Works, with input from the Parks and Recreation Committee</td>
<td>Assess the condition of play fields and playgrounds at all city parks and present recommendations to the City Council for action.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>2. <strong>At the May 26, 2015 City Council meeting</strong></td>
<td>CIP Manager</td>
<td>Present to the City Council for consideration recommended solutions and funding options for the Triple Crown Perimeter Wall.</td>
<td>X</td>
<td>Alternatives will be brought to Council in February 2016</td>
</tr>
<tr>
<td>3. <strong>At the June 30, 2015 City Council meeting</strong></td>
<td>Assistant Finance Director</td>
<td>Recommend to the City Council for action a replacement Financial System.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>4. <strong>At the August 25, 2015 City Council meeting</strong></td>
<td>Assistant City Manager</td>
<td>Present to the City Council for action options to divest the water and sewer systems.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>5. <strong>At the August 25, 2015 City Council meeting</strong></td>
<td>City Engineer</td>
<td>Present to the City Council for consideration a list of unpaved streets and alleys with recommended priorities and budget.</td>
<td>X</td>
<td>Will be presented to Council in February 2016</td>
</tr>
<tr>
<td>6. <strong>At the August 25, 2015 City Council meeting</strong></td>
<td>Deputy City Manager</td>
<td>Present a proposed location and concept plan for a park in the Enchanted Heights neighborhood.</td>
<td>X</td>
<td>Will be presented to Council in January 2016</td>
</tr>
<tr>
<td><strong>FUTURE:</strong> By November 1, 2015</td>
<td>City Engineer and City Attorney</td>
<td>Complete right-of-way acquisition for Phase I of Perri’s Boulevard widening (I-215 bridge to 1st Street).</td>
<td>X</td>
<td>By February, the Council will review phase 1 Right of Way Documents and Construction will begin Summer 2016</td>
</tr>
<tr>
<td><strong>FUTURE:</strong> By January 2016</td>
<td>City Engineer</td>
<td>Present to the City Council for consideration bids for the construction of Nuevo Road interchange improvements.</td>
<td>X</td>
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</tr>
</tbody>
</table>

Updated 12-2-15
## THREE-YEAR GOAL: *Enhance economic development*

<table>
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<tr>
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<tr>
<th>STATUS</th>
<th>COMMENTS</th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td>Will be presented to Council January 28, 2016</td>
</tr>
</tbody>
</table>

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<tr>
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<th>WHO</th>
<th>WHAT</th>
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<tbody>
<tr>
<td>2. By May 15, 2015</td>
<td>RDA/EDA Manager, with input from the Economic Development Subcommittee</td>
<td>Develop and implement a Multi-Media City Marketing Program.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATUS</th>
<th>COMMENTS</th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td>Will be presented to Council January 26, 2016</td>
</tr>
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<tr>
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<th>WHAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. At a June 2015 City Council meeting</td>
<td>RDA/EDA Manager</td>
<td>Present to the City Council for action formation of a public Economic Development Commission.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATUS</th>
<th>COMMENTS</th>
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<tbody>
<tr>
<td>X</td>
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</table>

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<tr>
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<th>WHAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. At the June 23, 2015 City Council meeting</td>
<td>RDA/EDA Manager</td>
<td>Present to the City Council for action a plan to incentivize and spur retail development in North Perris.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATUS</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Incentives to be evaluated on case by case bases and presented to Council</td>
</tr>
</tbody>
</table>

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<tr>
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<th>WHAT</th>
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</thead>
<tbody>
<tr>
<td>5. By September 1, 2015</td>
<td>RDA/EDA Manager</td>
<td>Host a retail tour for developers and operators citywide.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATUS</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Participated at the ICSC Conference September 2015</td>
</tr>
</tbody>
</table>

**Updated 12-2-15**